

AGENDA

REGULAR MEETING OF CITY COUNCIL

2010 03 08

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2010 02 22 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor P. Mick
Seconder - Councillor L. Turco

Resolved that the Agenda for the 2010 03 08 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Sandra Randa, Chair 2010 Scotties Organizing Committee will be in attendance to update Council on this event.
- (b) Helen Ross, Executive Director, Algoma Residential Community Hospice will be in attendance with an update to Council on the status and experience of ARCH.

PART ONE – CONSENT AGENDA

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

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco

5. Resolved that all the items listed under date 2010 03 08 Part One - Consent Agenda be approved as recommended.
 - (a) Correspondence from FONOM is attached for the information of Council.
 - (b) Correspondence from the Township of Gravenhurst (concerning amending the Ombudsman Act); and Prince Edward County (concerning coyote/wolf control) are attached for the information of Council.
 - (c) **Staff Travel Requests**
A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 03 08 be approved as requested.
 - (d) **Gas Tax Agreement**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The relevant By-law 2010-51 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
 - (e) **Council Resolution – January 11, 2010 - Reduced Work Week**
A report of the Commissioner of Human Resources is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the Commissioner of Human Resources dated 2010 03 08 concerning Reduced Work Week be received as information.
 - (f) **Appeal of Question to be Put on the Ballot Regarding Boxing Day**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2010-52 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
 - (g) **Wording Amendments to Scavenging By-law 2008-149**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-48 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
 - (h) **Lane Closing Application – Laird Subdivision**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-60 & 61 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (i) **Sale of Property at 68 Dacey Road South of Queen**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-59 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (j) **Sanitary Sewer Surcharge Budget - 2010**
A report of the Director of Engineering Services is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco
Resolved that the report of the Director of Engineering Services dated 2010 03 08 concerning Sanitary Sewer Surcharge Budget – 2010 be received as information.
- (k) **2007 Corporate Greenhouse Gas Emissions Inventory and Municipal Environmental Initiatives Committee Update**
A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
Resolved that the report of the Environmental Initiatives Co-ordinator dated 2010 03 08 concerning 2007 Corporate Greenhouse Gas Emissions Inventory be received as information.
- (l) **Continued Use/Expansion of Hybrid Vehicles in the City's Fleet**
A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the report of the Environmental Initiatives Co-ordinator dated 2010 03 08 concerning Continued Use/Expansion of Hybrid Vehicles in the City's Fleet be received and the recommendation to develop a Green Fleet Plan, including a profile of the City's current fleet be approved.
- (m) **Traffic Light – Old Garden River Road/Second Line**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2009 09 28.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

5. (m) Resolved that the report of the Commissioner of Public Works and Transportation dated 2010 03 08 concerning Traffic Light – Old Garden River Road/Second Line be received and the recommendation that no further changes be made to the signal timing until Hub Trail construction through the intersection is completed be approved.

(n) **Tree Planning Budget and Improvements**

A report of the Manager of Parks is attached for the consideration of Council. This is in response to a Council resolution dated 2008 05 12.

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that the report of the Manager of Parks dated 2010 03 08 concerning Tree Planting Budget and Improvements be received and the recommendation that staff investigate the development of a by-law concerning City owned trees be approved; and

Further that the request for \$20,000 for additional tree planting be referred to 2010 budget as a supplementary item.

PART TWO – REGULAR AGENDA

PART TWO – REGULAR AGENDA

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

6. (6) **PLANNING**

Application A-3-10-Z City of Sault Ste. Marie Planning Division – Request Permission for Minor Amendments to Zoning By-Law 2005-150 and Special Exceptions By-law 2005-151

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

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the report of the Planning Division dated 2010 03 08 concerning Application No. A-3-10-Z – the City of Sault Ste. Marie Planning Division be accepted and the Planning Director's Recommendation that City Council approve the proposed amendments to Zoning By-law 2005-150 be endorsed.

(b) **Application A-6-10-Z – Sar-Gin Developments (Sault) Limited – Rezone Rear of 671 & 683 Great Northern Road from Medium Industrial Zone to Highway Zone with Special Exception 215**

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

6. (6)(b) Mover - Councillor B. Hayes
Seconder - Councillor L. Turco

Resolved that the report of the Planning Division dated 2010 03 08 concerning Application No. A-6-10-Z – Sar-Gin Developments (Sault) Limited be accepted and the Planning Director's Recommendation that City Council approve the application and rezone the rear 108m (354') of the subject property (671 & 683 Great Northern Road) from Medium Industrial Zone to Highway Zone with Special Exception 215 (HZ.S215), subject to the following conditions:

1. that the rear 108m (354') of the subject property be deemed subject to Site Plan Control;
2. that the interior side yard on the rear 108m of the common lot line between 671 & 683 Great Northern Road be reduced to 0, be endorsed.

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

(a) **2010 SSM Trade Mission**

A report of the Chief Executive Officer of Economic Development Corporation is attached for the information of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Tridico

Whereas at the November 23rd, 2009 City Council Meeting Development Sault Ste. Marie made a commitment to report back to Council outlining the financial implications of a Trade Mission to Dalmine Bergamo and Sister City/Friendship Arrangement with Cosenza Calabria Italy from September 18-30, 2010.

Whereas Sault Ste. Marie continues to work internationally on business investment and trade and has an aggressive International Relations and Global Logistics Strategy; and

Whereas Development SSM has developed a Trade Mission plan and is approaching export companies, interested businesses, and community organizations in Sault Ste. Marie with the intention to have a minimum of 10 participants to participate;

Therefore Be It Resolved that City Council approve a budget of up to \$25,000 from the City Economic Development Fund to support this initiative (estimated total project cost of \$70,000 plus) conditional upon the City's contribution with a final trade business plan submitted to the SSMEDC Board of Directors for review prior to departure. EDF monies would go towards costs such as the "business to business matchmaking" services, collateral/marketing/promotional material, advertising, translation, special events, and ground transportation. Travel, accommodation, meals and incidental costs for the trade mission would be the responsibility of the participants and their organizations.

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

Mover - Councillor J. Caicco

Seconder - Councillor S. Butland

Whereas the Landfill hours are restricted during the winter months; and

Whereas one Saturday a month during the winter is difficult for residents to keep track of and is inconvenient; and

Whereas the cost to increase hours of service may be offset by the increased tipping fee in recent years or existing hours may be communicated better by the City; and

Whereas the City should encourage all residents to recycle and use the Landfill which may lead to a decrease in illegal dumping;

Therefore Be It Resolved the appropriate staff report back to Council the possibility of opening the Landfill every Saturday starting in March instead of April or any other method of providing better service at the Landfill to the residents of Sault Ste. Marie.

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) 2010-49 A by-law to authorize a collective agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529).

(b) 2010-51 A by-law to authorize an agreement with the City and AMO for the use of the Federal Gas Tax Rebate.

A report from the Commissioner of Finance and Treasurer is on the agenda.

DEVELOPMENT CONTROL

(c) 2010-55 A by-law to designate the lands located at 520 Allen's Side Road an area of site plan control (McRain Developments Inc.)

10. (d) 2010-58 A by-law to designate the lands located at 2325 Great Northern Road an area of site plan control (Palmer Construction Group).

LANE ASSUMPTION

- (e) 2010-60 A by-law to assume for public use and establish as a public lane, a lane in the Laird Subdivision

A report from the City Solicitor is on the agenda.

OFFICIAL PLAN AMENDMENT

- (f) 2010-53 A by-law to adopt Amendment No. 171 to the Official Plan (McRain Developments Inc.).

PROPERTY SALE

- (g) 2010-59 A by-law to authorize the conveyance of 68 Dacey Road (south of Queen Street) to William Batman or as otherwise directed by him.

A report from the City Solicitor is on the agenda.

REGULATIONS

- (h) 2010-48 A by-law to amend By-law 2008-149 (a by-law for the control and management of refuse and recycling scavenging).

A report from the City Solicitor is on the agenda.

- (i) 2010-52 A by-law to amend By-law 2009-187 being a by-law submitting to the vote of the electors a municipal question regarding store openings on December 26th pursuant to section 8.1(1)(b) of the Municipal Elections Act.

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

TRAFFIC

- (j) 2010-50 A by-law to amend Schedule "A" to Traffic By-law 77-200 regarding parking on Base Line and Schedule "G" of Traffic By-law 77-200 regarding Northern Avenue East.

10. **ZONING**
- (k) 2010-54 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at Civic No. 520 Allen's Side Road (McRain Developments Inc.)
- (l) 2010-57 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2325 Great Northern Road (Palmer Construction Group).
- By-laws before Council for **FIRST** and **SECOND** reading which do not require more than a simple majority.
- LANE CLOSING**
- (m) 2010-61 A by-law to stop up, close and authorize the conveyance of a lane in the Laird Subdivision.
A report from the City Solicitor is on the agenda.
- LOCAL IMPROVEMENTS**
- (n) 2010-56 A by-law to authorize the construction of a concrete sidewalk on Second Line West from Great Northern Road to Old Garden River Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
- By-laws before Council for **THIRD** reading which do not require more than a simple majority.
- LOCAL IMPROVEMENTS**
- (o) 2010-17 A by-law to authorize the construction of Class "A" Pavement on South Market Street from Boundary Road to Chambers Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
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 P. Mick

Seconder - Councillor L. Turco

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 02 08

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Councillor S. Myers (recovering after hospitalization), D. Celetti

OFFICIALS: J. Fratesi, D. Irving, N. Apostle, J. Elliott, J. Dolcetti, L. Bottos, B. Freiburger, D. McConnell, B. Strapp, I. McMillan, J. Febbraro

1. ADOPTION OF MINUTES

Moved by - Councillor T. Sheehan

Seconded by - Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2010 01 25 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by - Councillor T. Sheehan

Seconded by - Councillor F. Fata

Resolved that the Agenda for the 2010 02 08 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Proclamation – 19th Annual March for Murdered and Missing Women.
- (b) Local Canadian Forces members recently returned from Afghanistan were in attendance to receive recognition plaques from the City.
- (c) Don Mitchell, Vice-President EDC Board of Directors, was in attendance concerning Bruce Strapp, CEO receiving an Achievement Award.

4. (c) Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that City Council expresses its congratulations and appreciation to Bruce Strapp, CEO Economic Development Corporation on his achievement of receiving the Joseph Montgomery Economic Development Achievement Award. This award is the highest award presented by the Economic Developers Council of Ontario and recognizes an individual's outstanding achievement and contribution within the economic development profession. CARRIED.
- (d) Bill Durnford, Chair EDC Gateway Committee and Donna Hilsinger, Chair Tourism SSM were in attendance concerning agenda item 6. (8)(a).

PART ONE – CONSENT AGENDA

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

- Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that all the items listed under date 2010 02 08 Part One - Consent Agenda be approved as recommended. CARRIED.
- (a) Correspondence from AMO, and FCM was received by Council.
- Moved by - Councillor L. Turco
Seconded by - Councillor P. Mick
Resolved that Sault Ste. Marie City Council supports and endorses the Federation of Northern Ontario Municipalities resolution dated January 22, 2010 which was forwarded to the Premier of Ontario as follows:
Whereas the Federation of Northern Ontario Municipalities (FONOM) recognizes the challenges of the Northern Ontario economy, particularly regarding the recent and ongoing loss of natural resource-based industries such as:
1. Closure of Xstrata Copper Canada's Kidd Creek metallurgical site in Timmins;
 2. Sale of Grant Waferboard in Englehart to an American company;
 3. The cost of energy and its effect on the competitiveness of the mining, forestry, pulp and paper industry;
 4. Delays in the lower Mattagami Hydro-Electric Redevelopment Project.
- Therefore Be It Resolved that the Federation of Northern Ontario Municipalities (FONOM) supports the group of Northeastern Ontario mayors in their efforts to communicate to the Government of Ontario the gravity of this situation; and
Be It Further Resolved that FONOM petitions the Government of Ontario to make securing the long-term sustainability and dependability of the Northeastern Ontario economy a key priority; and

5. (a) Be It Further Resolved that a copy of this resolution be forwarded to the Premier, the Minister responsible for Industry Canada/FedNor, the Minister of Natural Resources, the Minister of Northern Development and Mines and Leaders of the Opposition Parties. CARRIED.
- (b) Correspondence from the Township of South Stormont (concerning a review of Conservation Authority mandate); Township of Southwold (concerning regulating the exotic animal industry); Municipality of West Grey (concerning requesting the Province to place an indefinite moratorium on industrial wind turbines) was received by Council.
- (c) A letter from the Minister of Labour in response to a Council resolution concerning a proposed Workplace Fatalities Family Bill of Rights was received by Council.
- (d) A Toronto Star article by Peter Gorrie was received by Council.

(e) **Staff Travel Requests**

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

Moved by - Councillor T. Sheehan

Seconded by - Councillor F. Fata

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 02 08 be approved as requested. CARRIED.

(f) **Short Line Railway from Sault Ste. Marie to Sudbury**

Correspondence from the Chief Administrative Officer was accepted by Council.

Moved by - Councillor T. Sheehan

Seconded by - Councillor F. Fata

Whereas a Working Group of Stakeholders concerned about securing the future of the rail line between Sault Ste. Marie and Sudbury, chaired by Sault Ste. Marie CAO Joe Fratesi, has recently announced that an "Agreement in Principle" has been entered into with Huron Central Railway; and

Whereas the parties to the Agreement, who make up the Working Group, include Essar Steel Algoma Inc., Domtar and the City of Sault Ste. Marie on behalf of a larger group of interested parties; and

Whereas the next steps in the efforts to secure a long term and viable solution for continued rail operations (which are of utmost importance to all of Northern Ontario), include significant capital contribution from both the Federal and Provincial levels of Government for the repair and improvement of the rail line, as well as a restructuring of the lease arrangement with CP Rail, the owner of said line; and

5. (f) Whereas Huron Central Rail, with the assistance and facilitation of the Working Group, has made two applications for funding from the senior levels of government towards the \$33 million capital requirements for this important piece of short line rail,
Now Therefore Be It Resolved that the Council of the Corporation of the City of Sault Ste. Marie strongly urges the Federal and Provincial Governments to give immediate attention to this urgent matter and confirm the availability of government support for the capital improvements that are required, and
Further Be It Resolved that the municipal councils representing all of the communities affected by the future of this important rail line, be urged to support this request and forward copies of such resolutions to Ministers Baird and Duguid. CARRIED.
- (g) **Historic Sites Board – Request for Proposals for Architectural and Engineering Services for the Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site**
The report of the Manager of Purchasing and the Commissioner Community Services was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the reports of the Manager of Purchasing and the Commissioner Community Services dated 2010 02 08 be accepted and further that the proposal for the Architectural and Engineering Services for the construction of a Heritage Discovery Centre on the Ermatinger-Clergue National Historic Site required by the Community Services Department be awarded as recommended. CARRIED.
- (h) **Renewal of Lease – Brody's Sports Bay and Grill**
The report of the Manager Community Centres was accepted by Council. The relevant By-law 2010-22 is listed under Item 10 of the Minutes.
- (i) **Roberta Bondar Marina Fuel Dispensers**
The report of the Manager Recreation and Culture was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Manager Recreation and Culture dated 2010 02 08 concerning Roberta Bondar Marina Fuel Dispensers be accepted and the recommendation that Council authorize replacement of the fuel dispensers at Roberta Bondar Marina with refurbished dispensers at an upset limit cost of \$15,000. + GST with funds to come from the Marina Reserve account plus the 2010 Roberta Bondar Marina Operating budget as necessary and further that staff be authorized to proceed immediately to tender this purchase, be approved. CARRIED.

5. (j) **Aqueduct Repairs – Alexandra and Young Street Crossings – Agreement for Engineering Services**
The report of the Director of Engineering Services was accepted by Council. The relevant By-law 2010-28 is listed under Item 10 of the Minutes.
- (k) **Contract 2009-1E - McNabb/South Market Street Extension – Slip Around Lane at McNabb Street and Manitou Drive**
The report of the Design and Construction Engineer was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Design and Construction Engineer dated 2010 02 08 concerning McNabb/South Market Street Extension – Slip Around Lane at McNabb Street and Manitou Drive be received as information. CARRIED.
- (l) **Safety Concerns on Goulais Avenue between Third and Fourth Line**
The report of the Commissioner Engineering and Planning was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Commissioner Engineering and Planning dated 2010 02 08 concerning Safety Concerns on Goulais Avenue between Third and Fourth Line be received as information. CARRIED.
- (m) **Gateway Site Clean-up**
The report of the Commissioner Engineering and Planning was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Commissioner Engineering and Planning dated 2010 02 08 concerning Gateway Site Clean-up be accepted and the recommendation that staff proceed with improvements to secure the site and improve its aesthetic appearance in the interim prior to any development occurring on the site, at the estimated cost of \$15,000.00 with funds to come from the Gateway Allocation Fund, be approved. CARRIED.
- (n) **Loftstrom Appeal to the Ontario Municipal Board – Official Plan Amendment and Zoning By-law Amendment – Hearing Date**
The report of the Assistant City Solicitor was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata

5. (n) Resolved that the report of the Assistant City Solicitor dated 2010 02 08 concerning Lofstrom Appeal to the Ontario Municipal Board - Official Plan Amendment and Zoning By-law Amendment - 626 Fifth Line East be received as information. CARRIED.
- (o) **Sponsorship Agreement – City, Royal Bank and Pino’s – Financial Commitment for the Video Scoreboard at Essar Centre**
The report of the Assistant City Solicitor was accepted by Council. The relevant By-law 2010-31 is listed under Item 10 of the Minutes.
- (p) **Set Fines under Scavenging By-law 2008-149**
The report of the City Solicitor was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the City Solicitor dated 2010 02 08 concerning Set Fines under Scavenging By-law 2008-149 be accepted and the recommendation that Council authorizes the Legal department to request approval from the Attorney General to establish set fines for offences under By-law 2008-149, be approved. CARRIED.
- (q) **Garforth and Legacy Quest Claim v. the City, Various Council Members and Others**
The report of the City Solicitor was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the City Solicitor dated 2010 02 08 concerning Garforth and Legacy Quest Claim v the City, Various Council Members and Others be received as information. CARRIED.
- (r) **Housekeeping Changes to By-law 84-170 Which Deals with Moving Structures on City Streets**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-24 is listed under Item 10 of the Minutes.
- (s) **Lane Closing Application – Steelton Park Subdivision**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-34 and 2010-35 is listed under Item 10 of the Minutes.
- (t) **Proposed Property Purchase from Philip & Michele Defazio – Rear Portion of 115 Fourth Line East**
The report of the City Solicitor was accepted by Council. The relevant By-law 2010-27 is listed under Item 10 of the Minutes.

5. (u) **Parking on Ken Danby Way**
The report of the Assistant Manager Transit/Parking was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Assistant Manager Transit/Parking dated 2010 02 08 concerning Parking on Ken Danby Way be accepted and the recommendation that a two hour parking limit be placed on Ken Danby way be approved. CARRIED.
- (v) **PUC Inc. – 2009 Fourth Quarter Report**
The report of the President and C.E.O., PUC Inc. was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the President and C.E.O., PUC Inc. dated 2010 01 29 concerning PUC Inc. 2009 Fourth Quarter Shareholder Report be received as information. CARRIED.
- (w) **Ontario Heritage Act Registration - Bishophurst**
The report of the Chair Sault Ste. Marie Municipal Heritage Committee was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata
Resolved that the report of the Chair Sault Ste. Marie Municipal Heritage Committee dated 2010 02 08 concerning Ontario Heritage Act Registration - Bishophurst be accepted and the recommendation that City Council register the property known as 'Bishophurst' at 134 Simpson Street under Part IV Section 27 (1.2) of the Ontario Heritage Act, be approved. CARRIED.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (8) **BOARDS AND COMMITTEES**
- (a) **EDC/TSSM Gateway Committee Update**
The report of the Chair – EDC Gateway Committee was accepted by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata

6. (8)(a) Whereas Sault Ste. Marie was designated an international tourism gateway in 1995 and this designation was reconfirmed in a recent letter (January 14, 2010) from Minister Michael Gravelle to Mayor John Rowswell; and
Whereas the NOHFC program offering \$15 Million for the Gateway site tourist attraction has ended and they are offering \$5 Million to an implementable tourism project; and
Whereas NOHFC would be prepared to receive an application regarding a major destination attraction project; and
Whereas City Council previously asked the EDC Tourism Gateway Committee to look at the right type of destination attraction to be suitable along with a relocated train station and other tourism amenities; and
Whereas the EDC Tourism Gateway Committee wishes to continue to guide the development of the Gateway lands and major destination attraction project with the addition of two City Councillors (Susan Myers and Lorena Tridico and Mayor ex-officio);
Now therefore be it resolved that the report of the Chair EDC Gateway Committee dated 2010 02 02 concerning Update on Activities of the EDC/SSM Gateway Committee be received as information; and
Further resolved that City Council authorizes providing the mandate to the EDC Gateway Committee to pursue 'an implementable' tourism project in Sault Ste. Marie that would be eligible for \$5 Million in NOHFC funding, be approved; and further that City Council looks forward to receiving conceptual plans in four to eight months as part of the Committee's two year mandate. CARRIED.

Recorded Vote

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

Against: Councillor F. Manzo

Absent: Councillor D. Celetti, S. Myers

Councillor B. Hayes declared a pecuniary interest – employed by Ontario Lottery Corporation.

Economic Development Corporation – Tourism Sault Ste. Marie Gateway Committee

The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by - Councillor T. Sheehan
Seconded by - Councillor F. Fata

Whereas, the City has invested approximately \$2 million in land acquisition costs for the Gateway site,

And Whereas, the EDC Gateway Committee is proposing a plan to develop the Gateway site,

Therefore Be It Resolved, the City Council require the recovery of approximately \$2 million of City land acquisition costs as part of any future Gateway plan proposal, and

Further Be It Resolved that for any proposal regarding a publicly owned and operated tourist attraction, the City be provided advance notice of its exposure for both the land cost recovery and any operational deficits be approved.

OFFICIALLY READ NOT DEALT WITH – Mover/Seconder removed their names from the motion.

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

(a) Moved by - Councillor T. Sheehan

Seconded by - Councillor S. Butland

Whereas Greyhound Canada in 2009 had announced that they would discontinue bus service to and from Sault Ste. Marie to/from Northwestern Ontario / Western Canada; and

Whereas bus service is important to Sault Ste. Marie as it provides affordable accessible transportation for those people who use it to travel for educational, health, business, family, tourism and other important reasons/matters; and

Whereas Sault Ste. Marie City Council has strongly lobbied for continued bus service west and north of this great City;

Whereas Greyhound has decided to continue and has announced changes to its scheduled routes in and out of Sault Ste. Marie;

Now therefore be it resolved that City Council continues to strongly encourage Greyhound Canada to continue this very important transportation service, and further that a copy of this resolution be forwarded to Greyhound Canada.
CARRIED.

(b) Moved by - Councillor O. Grandinetti

Seconded by - Councillor T. Sheehan

Whereas the City of Sault Ste. Marie enjoyed the distinguished honour of hosting the 2010 Scotties Tournament of Hearts, Canada's most prestigious ladies event; and

Whereas the best curlers representing all of the Provinces and Regions of Canada provided all of us great sports entertainment over an eight day period; and

Whereas the citizens of Sault Ste. Marie were very fortunate to experience this excitement first hand,

7. (b) Now Therefore Be It Resolved that Sault Ste. Marie City Council expresses its sincerest congratulations to Jennifer Jones and Team Canada on the occasion of their third straight victory and further that Sault Ste. Marie expresses its sincerest gratitude to all the teams, organizers, spectators and especially the many volunteers who made this event so special. CARRIED.

(c) Moved by - Councillor T. Sheehan
Seconded by - Councillor S. Butland

Whereas City Council has been and is concerned by the United States of America's Buy American Act; and

Whereas it has recently been reported that Canada has been exempt from some certain parts of the Buy American Act;

Now Therefore be it resolved that City Council requests that the Economic Development Corporation report back to Council on how these changes to the Buy American Act might affect local businesses and industry. 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 T. Sheehan
Seconded by Councillor F. Fata

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2010 02 08 be approved. CARRIED.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata

Resolved that By-law 2010-22 being a by-law to authorize an agreement between the City and 1309972 Ontario Limited for the operation of Brody's Sports Bar and Grill at the John Rhodes Community Centre be PASSED in open Council this 8th Day of February 2010. CARRIED.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata

Resolved that By-law 2010-24 being a by-law to amend By-law 84-170 (a by-law to regulate the moving of structures on the streets of the City of Sault Ste. Marie by a system of permits) be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata

Resolved that By-law 2010-27 being a by-law to authorize the City's acquisition from Michele Lisa Defazio and Philip Gerard Defazio of the rear portion of 115

10. Fourth Line East, an approximately 86.5' x 800' parcel of land be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-28 being a by-law to authorize an agreement between the City and STEM Engineering Group Incorporated to provide services in connection with the aqueduct repairs of the Fort Creek Aqueduct at Alexandra Street and the secondary Aqueduct on Central Street at the Young Street Crossing be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-31 being a by-law to authorize an agreement between the City, Royal Bank of Canada and 1138826 Ontario Limited operating as Pino's Get Fresh Foods to establish a financial support for the video scoreboard at the Essar Centre be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-32 being a by-law to appoint Malcolm White as City Clerk be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-33 being a by-law to appoint Rachel Tyczinski as Deputy Clerk and Manager of Quality Improvement be PASSED in open Council this 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-34 being a by-law to assume for public use and establish as a public lane, a lane in the Steelton Park Subdivision be PASSED in open Council with 8th day of February, 2010. CARRIED.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that By-law 2010-35 being a by-law to stop up, close and authorize the conveyance of a lane in the Steelton Park Subdivision be read a FIRST and SECOND time this 8th day of February, 2010. CARRIED.

11.

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

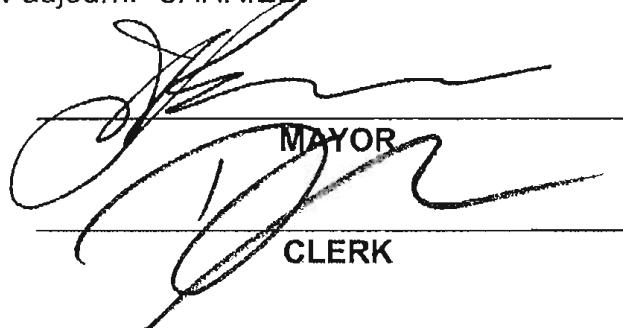
13.

ADJOURNMENT

Moved by - Councillor T. Sheehan

Seconded by - Councillor F. Fata

Resolved that this Council shall now adjourn. CARRIED.



A large, handwritten signature is written over two horizontal lines. The signature is fluid and cursive. Above the signature, the word "MAYOR" is printed in capital letters. Below the signature, the word "CLERK" is also printed in capital letters.

Donna Irving

From: FONOM.info [fonom.info@sympatico.ca]
Sent: February 23, 2010 10:08 PM
To: Greater Sudbury, City of (Clerk); Greater Sudbury, City of (CAO); Timmins, City - Joe Tortone (E-mail); j.fratesi (Internet); Donna Irving; North Bay, City of (Clerk); North Bay, City of (CAO)
Subject: FONOM Meets with Ministers Regarding Northern Growth Plan
Attachments: FONOM RESPONSE TO GP.pdf

February 24, 2010
Release

For Immediate

FONOM Meets with Ministers Regarding Northern Growth Plan

The Federation of Northern Ontario Municipalities (FONOM) released its response to the Province of Ontario's Proposed Northern Growth Plan this week. In a meeting with Minister of Northern Development, Mines and Forestry Michael Gravelle and Minister Brad Duguid of Energy and Infrastructure, FONOM's President Mac Bain of North Bay stated that the initial response to the Province's plan is being supported throughout the North, but that there is still much work to do.

"There are strong reservations amongst municipalities about the funding and priorities that the Province has set out in its document," says President Bain. "FONOM fundamentally agrees with the plan but there is much more consultation and work to be done before a final plan is formulated."

The Province's plan examines opportunities for Northern Ontario to participate in the new global economy, particularly in the areas of mining, forestry and agriculture. The Plan sets out five main themes that will provide partners with a foundation for decision-making and investment in the North.

These include building a new economy in the areas of mining, forestry, green energy, bioeconomy, agriculture and aquaculture, as well as tourism and business growth. The plan further addresses the issues of health care and education, new relationships with Aboriginal peoples, transportation technology and the environment.

"It is an ambitious and bold plan, which will require a true partnership with the Province," says Bain. "The time has come for a new framework that adds transparency and rigour to the relationship between the Province and the municipalities of Northern Ontario. In general, FONOM is in favour of the overarching strategic direction of the plan. However, we are urging the province to raise its game and we further want to emphasize that northern municipalities have a key role to play in the ongoing development and execution of the proposed plan".

The FONOM membership is made up of 110 municipalities, towns and cities in Northeastern Ontario. It acts in an advocacy role in relation to political and economic issues of concern to Northern Ontario. The Federation of Northern Ontario Municipalities' mission is to improve the quality of life of all northerners and to ensure the future of its youth.

- 30 -

For more information, contact: President Mac Bain, 705-498-9510

Document attached: "FONOM Response to GP.PDF"

Please update your address books showing the primary email address for FONOM as FONOM_info@hotmail.com as the Sympatico accounts will be closing soon.

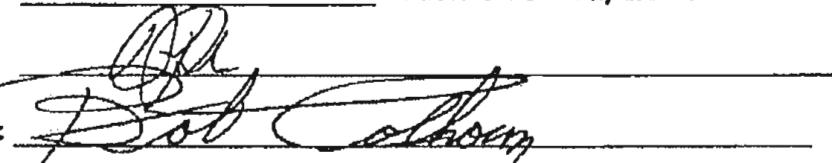


THE CORPORATION OF THE TOWN OF GRAVENHURST

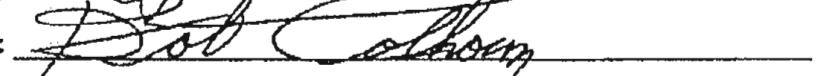
Resolution No. 24

Date: Feb 2nd, 2010

Moved By:



Seconded By:



WHEREAS the Ombudsman is the "citizen representative" and the Office of the Ombudsman is responsible for responding to complaints affecting government organizations save and except hospitals, long-term care facilities and children's aid societies;

AND WHEREAS the Office of the Ombudsman has been advocating since 1975 to include hospitals, under the jurisdiction of the Ombudsman, but to date, Ontario remains the ONLY Province in Canada who's Ombudsman has no jurisdiction over hospitals and long-term care facilities;

AND WHEREAS hospitals spend more than \$20 billion in public money every year in Ontario;

AND WHEREAS whether overseeing the police, the military or the Provincial Government, Mr. Marin has stated one of the beliefs that's closest to his heart is that these bodies don't exist for their own ends. They exist to serve the public. The public also has great expectations of the checks and balances that exist to keep the system functioning as it should;

AND WHEREAS the historical reason for not including hospitals under the Ombudsman Act is extremely weak and is based on the fact they do not fall under the definition because they have their own elected boards;

AND WHEREAS a municipal "board of directors" is directly elected by the public and the hospital board is not;

AND WHEREAS the Office of the Ombudsman is quoted as saying "Ontario is the only province in Canada whose Ombudsman does not have a mandate to oversee hospitals. Despite this, the Ombudsman's Office receives many serious complaints about hospitals every year that cannot be investigated. A total of 276 complaints about hospitals were received in fiscal 2007-2008";

Page 2...

AND WHEREAS the time has come for the Government of Ontario to include hospitals under the jurisdiction of the Ombudsman Act to ensure a high level of health care, fiscal responsibility, accountability, openness and transparency;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of Gravenhurst hereby petitions the Premier of Ontario to take the necessary steps in a timely manner to amend the Ombudsman Act to include hospitals under the jurisdiction of the Ombudsman;

AND FURTHER THAT in the event the Premier responds negatively, the Council of the Town of Gravenhurst respectfully requests and expects a full and complete explanation as to why the Province will not amend the Act as requested;

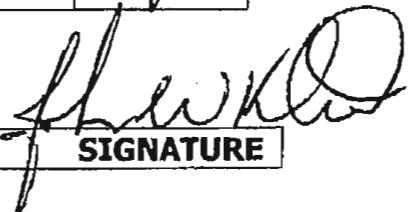
AND FURTHER THAT this resolution be circulated to all municipalities in the Province of Ontario for support;

AND THAT the appropriate persons be so notified of this action;

AND THAT the Premier of Ontario, Minister of Health and Long-Term Care, Speaker of the Ontario Legislature, District of Muskoka MPPs, Ontario's Ombudsman, Chief Medical Officer of Health, alPHa, and all Ontario boards of health and municipalities be so advised.

| DISCLOSURE OF PECUNIARY INTEREST | | RECORDED VOTE | |
|---|------------|--------------------------|------------|
| MEMBER OF COUNCIL | (✓) | YEA | NAY |
| Councillor Cairns | | | |
| Councillor Clairmont | | | |
| Councillor Colhoun | | | |
| Councillor Donaldson | | | |
| Councillor Guerrero | | | |
| Councillor B Pilger | | | |
| Councillor T. Pilger | | | |
| Councillor Wilson | | | |
| Mayor Klinck | | | |

| LOST | CARRIED |
|-------------|----------------|
| | ✓ |


SIGNATURE



Office of the Clerk

332 Main Street,
Picton, Ontario K0K 2T0
Phone: 613-476-2148 x 227
Fax: 613-476-5727
Email: kwhite@pecounty.on.ca

WHEREAS Prince Edward County is an island municipality located in Lake Ontario west of Kingston with agriculture as a predominant industry; and

WHEREAS the present day coyotes/wolves are becoming more bold and moving closer to homes and areas where residents live and work; and

WHEREAS predation costs from coyote/wolf livestock kills in Prince Edward County have increased from \$33,000. in 2003 to \$108,000. in 2008, to the point where it is having a significant impact on livestock farming operations; and

WHEREAS the Ontario Livestock, Poultry and Bee Protection Act provides compensation to farmers for predation losses only when there is evidence of a predator kill, being the remnants of a carcass; and

WHEREAS farmers have reported a significant increase of unidentified livestock losses for which there is no compensation; and

WHEREAS there have been recent reports of coyotes/wolves moving into urban and residential spaces areas and causing increased fear for public safety; and

WHEREAS a loss of natural wildlife maybe due in part to the increase of coyote/wolves present in Prince Edward County, including rabbits, fawns and groundhogs.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Prince Edward requests that the Minister of Natural Resources consider an Ontario-wide Coyote/Wolf Control Program to assist communities experiencing the effects of increases in coyote/wolf populations and predation.

THAT the Province of Ontario be requested to provide funding for research and support of the Coyote/Wolf Control Program;

THAT this resolution be forwarded with a request for action to:

The Premier of Ontario, The Minister of Natural Resources, The Minister of Agriculture and Food, The Association for Municipalities of Ontario (AMO), and our local M.P.P.; and

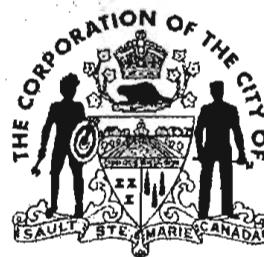
THAT this resolution be circulated to all municipalities in Ontario requesting their support.

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(c)

Joseph M. Fratesi, B.A., J.D. (LL.B.)
Chief Administrative Officer



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

2010 03 08

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

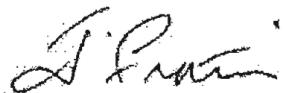
The following staff travel requests are presented to you for approval:

1. **Jake Bruzas – Finance Department**
Standalone Elderly Support Centres Workshop
March, 2010
Sudbury, ON
Estimated total cost to the City - \$ 236.00
Estimated net cost to the City - \$ 236.00
2. **Catherine Johnson – Community Services – Senior Services Division**
Standalone Elderly Support Centres Workshop
March, 2010
Sudbury, ON
Estimated total cost to the City - \$ 236.00
Estimated net cost to the City - \$ 236.00
3. **Andy Krumins – Public Works & Transportation**
Stormwater Management
April, 2010
Mississauga, ON
Estimated total cost to the City - \$ 2,444.00
Estimated net cost to the City - \$ 2,444.00
4. **Don Scott/Bob Camirand/Brad Miller – Public Works & Transportation**
ONTARIO Transportation Expo
April 19, 2010
Toronto, Ontario
Estimated total cost to the City - \$3,085.03
Estimated net cost to the City - \$3,085.03

5. **Melanie Borowicz-Sibenik – Legal Department**
Prosecutors' Association (Workshop)
May 12, 13, 2010
Niagara Falls, Ontario
Estimated total cost to the City - \$1,276.00
Estimated net cost to the City - \$1,276.00

6. **Michael Blanchard – P.W.T. – Building & Equip. Division**
Control Systems
March 17, 18, 2010
Mississauga, Ontario
Estimated total cost to the City - \$2,597.00
Estimated net cost to the City - \$2,597.00

Yours truly,

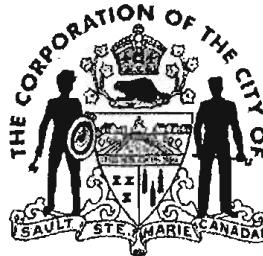


JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(d)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 03 08

Mayor John Rowswell and
Members of City Council

Re: Gas Tax Agreement

The City is required to sign an amended Municipal Funding Agreement with the Association of Municipalities of Ontario (AMO) to enable the transfer of Federal Gas Tax Funds for the years 2010 to 2014.

The City will receive \$4,598,060 per year for four years and is required to submit annual reporting to AMO.

Unless otherwise directed, staff will continue to plan on the basis that this revenue be directed towards an enhanced level of roadwork in our city.

The guidelines are attached as information.

The appropriate by-law appears elsewhere on the agenda for Council approval.

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. Frater".

Joseph M. Frater
Chief Administrative Officer

5(d)



Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities

Municipal Funding Agreement Guide

January 2010

Administered by:

Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto ON M5H 3C6
Phone: 416-971-9856
Toll Free: 1-877-426-6527
Fax: 416-971-6191
Email: gastax@amo.on.ca

Note:

Please read both the Municipal Funding Agreement (MFA) Amendment and this Guide.

Please have the appropriate signing officers execute both copies of the MFA Amendment and return both copies to AMO.

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Introduction

The Association of Municipalities of Ontario (AMO) is pleased to be able to facilitate the extension of the Gas Tax Fund to 2014 – a continuation of the federal investment in environmentally sustainable municipal infrastructure.

Municipalities are working in partnership with the Government of Canada to build strong and sustainable communities, that:

- have a shared vision of community sustainability;
- balance environmental, social, cultural and economic elements; and
- enhance the quality of life in Ontario's communities.

The federal Gas Tax Fund is stable, long-term, predictable funding that gives municipalities the ability to invest in environmentally sustainable municipal infrastructure. It comes with the expectation that the investments will see Ontarians enjoying cleaner air, cleaner water and reduced greenhouse gas (GHG) emissions.

This is not an application based initiative nor does it require matching funding. Rather, it empowers municipalities to make investments within the parameters established in the Agreement for the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities between Canada-Ontario-AMO-City of Toronto (GTF) originally signed on June 17, 2005, and extended on September 3, 2008.

What is new in the extension?

The major components of the Municipal Funding Agreement, for example, eligible project categories, eligible costs and expenditure reporting requirements, remain the same.

New in the extension however, is a change to the municipal audit requirements. The procedure now depends on how funds were used in a particular year:

- If funds were applied to eligible costs for eligible projects, municipalities are required to submit an annual audit statement.
- If Gas Tax Funds were not used during the municipal fiscal year, treasurers are now required to submit a signed treasurer's certificate. A sample is included in Schedule H of the amendment.

A Treasurer's Certificate will verify that activity under the Gas Tax Fund for a particular year has met the terms and conditions of the Municipal Funding Agreement. In particular, it verifies that activity related to the receipt of funds from AMO, the carry-over of funds and the ownership of municipal infrastructure funded by the GTF program has occurred within the terms and conditions of the agreement.

Also changed is the retention of receipts and separate records criteria, which now requires

municipalities to retain these documents according to the timelines outlined by their municipal records retention by-law.

The amendment has also updated all timelines related to the extension and includes a 2010-2014 Schedule of Funds Payment (see Schedule A of the amendment).

What types of infrastructure are eligible?

Environmentally sustainable municipal infrastructure projects within the following categories:

- Public Transit (including active transportation such as sidewalks and bicycle lanes)
- Water
- Wastewater
- Solid Waste
- Community Energy Systems (energy retrofits, solar panels, etc.)
- Capacity Building
- Local Roads & Bridges that contribute to sustainable outcomes

Municipalities can undertake more than one category for investment. However, Large Municipalities with a population over 500,000 are limited to two categories for the 2010-2014 period.

Note that the GTF Agreement only provides examples of eligible projects. Municipalities can invest in projects within the parameters of the Agreement that have measurable outcomes in terms of cleaner air,

cleaner water and reduced GHG emissions.

Municipalities must also clearly demonstrate that the funding used for a project is incremental i.e. the funding has either enabled a project's implementation, enhanced its scope or accelerated its timing.

What is incrementality?

This requirement has been placed on all parties to the GTF Agreement. As we all know there is a significant infrastructure deficit – the goal of the GTF Agreement and the extension is to address this deficit.

Canada and Ontario have agreed not to reduce other infrastructure funding sources and municipalities are agreeing not to displace current capital investment or use the revenue to reduce municipal taxes.

The revenue must result in increased investment in environmentally sustainable municipal infrastructure equal to the amount of revenue received. To do otherwise would not address the infrastructure deficit.

To demonstrate incrementality, municipalities with a population greater than 100,000 will be required to calculate the base amount, i.e., the total *municipally funded capital spending on municipal infrastructure* (in the eligible project categories) for the five years January 1, 2000 to December 31, 2004, and must ensure that this amount is maintained from January 1, 2010 through to March 31, 2014.

As with the original Agreement, municipalities with a population under 100,000, while not required to report their base amount to AMO, are required to monitor capital spending against the base period of January 1, 2000 to December 31, 2004.

Auditors are expected to assess this requirement of the Agreement during the annual audit statement process.

What about the municipal share of a project that will receive funding from other federal grant programs?

The GTF Agreement does not prohibit "stackability", but where restrictions already exist in other federal infrastructure programs, they must be adhered to.

For example, many contribution-based infrastructure projects require municipalities to invest one-third of the project cost. When this is the case, municipalities may use their Gas Tax Funds to reduce their one-third share by increasing the federal share.

However, the total federal contribution to a project often cannot exceed 50% of the total project cost.

In other words, in some programs a municipality could use some of its Gas Tax funding for a portion of the municipal contribution, as long as the total federal contribution does not exceed 50%. In such a case, the project must be eligible under the

other funding program and also be eligible in its own right for Gas Tax investment. All other Gas Tax and other funding program requirements would have to be met as well.

What is required of municipalities?

There are a number of requirements both now and over the life of the Agreement. A checklist is provided at the end of this guide for ease of reference.

The first requirement is a signed amendment to the Municipal Funding Agreement (MFA) with AMO. Please have the appropriate signing officers sign both copies of the MFA Amendment and return both copies with the by-law authorizing the corporation to enter into the MFA Amendment with AMO. See Appendix A for a sample by-law.

For more information on the contents of the MFA as it relates to the GTF Agreement, please refer to the table in Appendix B cross-referencing the two Agreements. Alternatively you can visit our website at www.amo.on.ca to see the original Municipal Funding Agreement.

What types of costs are eligible?

Eligible Costs

Project Costs

The GTF Agreement permits incurred eligible costs after April 1, 2005 for eligible projects that contribute to environmentally

sustainable municipal infrastructure and can include:

- a. the capital costs of acquiring, constructing, renovating or rehabilitating a tangible capital asset including any debt financing charges;
- b. the fees paid to professionals, technical personnel, consultants and contractors specifically engaged to undertake the surveying, design, engineering, manufacturing or construction of a project infrastructure asset and related facilities and structures;
- c. the costs of environmental assessments, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act* and the *Environmental Assessment Act* (Ontario);
- d. the costs related to strengthening the ability of municipalities to enhance or develop Integrated Community Sustainability Plans.

Employee and Equipment Costs

The out of pocket costs related to employees or equipment may be included in its eligible costs if the following conditions are met:

- a. the municipality has determined that it is not economically feasible to tender a contract;
- b. employees or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- c. the arrangement is approved in advance and in writing by the Oversight Committee.

Administration Costs

Where a municipality has earned interest on the funds, the interest may be used to pay for administration costs related to the implementation of the MFA. For example, the costs related to preparing the annual expenditure report or annual audit statement are eligible. The costs associated with administration of projects are not eligible.

Ineligible Costs

- a. Costs incurred before April 1, 2005;
- b. services or works that are normally provided by the municipality or a related party;
- c. salaries and other employment benefits of any employees of the municipality or related party except as indicated above in Eligible Costs section;
- d. municipal overhead costs, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- e. costs of feasibility and planning studies for individual Eligible Projects;
- f. taxes for which the municipality is eligible for a tax rebate and all other costs eligible for rebates (e.g. GST/HST rebate);

- g. costs of land or any interest therein, and related costs;
- h. cost of leasing of equipment by the municipality except for as indicated in the Eligible Cost section above;
- i. routine repair and maintenance costs;
- j. legal fees;
- k. administrative costs incurred by the municipality as a result of implementing a funding agreement, subject to Eligible Costs above; and
- l. audit and evaluation costs.

When and how will payments be made?

With the first payment of the extension expected in July 2010, your municipality can expect uninterrupted payments of the Gas Tax Fund upon the timely execution of the amendment with AMO and the completion of the 2009 Gas Tax reporting requirements.

In subsequent years, municipalities will continue to receive two payments annually, provided that annual reporting is completed in a timely fashion. Payments will be made on/or before July 15th and November 15th each year, up to and including November 15, 2013.

AMO prefers to do an electronic fund transfer of the funds, which is more efficient and timely. On a semi-annual basis, AMO will e-mail a "Request for Payment by Electronic Data Interchange or Cheque" form which must be reviewed, signed and sent back to our attention prior to us releasing any Gas Tax payments.

Any changes to your banking information, bank contact or other information must be provided at this time, complete with a copy of a void cheque. Please contact us if you require any assistance.

When does the money have to be spent?

Municipalities have up to three years after the year the money was received to spend the funds on an eligible environmentally sustainable municipal infrastructure project.

All monies from the extension period must be expended on eligible infrastructure projects no later than December 31, 2016.

If you believe you will have difficulty meeting these requirements, please let us know. Otherwise, you will be in default and future payments may be withheld.

Do municipalities have any reporting requirements?

As in the original agreement, municipalities are annually required to submit to AMO an expenditure report.

For years in which funds are applied to an eligible cost for an eligible project, municipalities are required to submit an audit statement to AMO, accounting for the receipt and expenditure of the funds

If Gas Tax Funds were not used during the municipal fiscal year, Treasurers are now required to

submit a signed treasurer's certificate. A sample is included in Schedule H of the amendment.

A Treasurer's Certificate will verify that activity under the Gas Tax Fund for a particular year has met the terms and conditions of the Municipal Funding Agreement. In particular, it verifies that activity related to the receipt of funds from AMO, the carry-over of funds and the ownership of municipal infrastructure funded by the GTF program has occurred within the terms and conditions of the agreement.

Over the life of the Agreement municipalities will have to demonstrate, through an Outcomes Report, the progress towards clean air, clean water and reduced GHG emissions. This will show the tangible benefits of our investments in environmentally sustainable municipal infrastructure.

With the extension, AMO is expected to report outcomes on an annual basis. To meet this target, municipalities are required to submit outcomes reports on all projects completed in a reporting year. When a project is completed and closed an outcomes report is required.

AMO desires to demonstrate the importance of the funds to both renew infrastructure and to advance environmental, social, cultural and economic sustainability of our communities.

Municipal reporting enabled AMO to produce the first aggregate Outcomes Report, which was

released on September 30, 2009. This can be viewed on our outcomes website at www.gastaxatwork.ca.

The original agreement also required municipalities to perform long term planning. These initiatives remain in place:

1. PSAB standards must be fully implemented
2. Municipalities must have an Integrated Community Sustainability Plan (or Official Plan)
3. Capital Investment Plan needs to continue to move towards lifecycle costing.

What if our municipality wants to invest in local roads and bridges?

The process for investing in roads and bridges remains unchanged:

Municipalities which choose to use funding for local roads, bridges or tunnels during the life of the Agreement must submit, in advance of expending the funds, a plan outlining the sustainability outcomes of investing in local roads and bridges.

The original MFA contains a template, located in Schedule C. You can also find templates on our website at www.amo.on.ca. There are instructions for completing the template in Appendix C of this guide.

Again, if this is not submitted in advance (i.e. before the start of your project), your road or bridge project will not be eligible.

What if our municipality wants to partner with another entity on a project?

The GTF Agreement encourages collaboration, building of partnerships and strategic alliances when working on eligible projects. This may even include a partnership with a First Nations community.

Can we transfer the asset?

The asset can be transferred to another municipality or the governments of Canada or Ontario. However, if a municipality wishes to dispose of the asset within 10 years, a percentage of the funds will have to be repaid to Canada (depending on when in the 10 years the asset is disposed of). See the original MFA for details. A copy can be found on our website at www.amo.on.ca.

What is the Oversight Committee?

This is the staff-led committee tasked with administering the terms and conditions of the GTF Agreement. In Ontario, the Oversight Committee includes staff from Canada, AMO and the City of Toronto and has observers from the Province of Ontario.

What are Integrated Community Sustainability Plans?

Over the life of the original GTF Agreement, municipalities were

required to demonstrate, through existing planning instruments and processes or enhancements (e.g., linkages of various plans, planning and financial tools that contribute to sustainability objectives), or through the creation of new planning document, that the municipality has an integrated community sustainability approach.

This includes consultation with community members, which provides direction for the community to realize sustainability objectives across all four pillars, including environmental, cultural, social and economic objectives.

While the deadline for the Integrated Community Sustainability Plan under the Gas Tax Fund is March 31, 2010, municipalities are encouraged to continue their efforts as it is an ongoing process.

Sustainability is an ongoing journey and efforts will have to be maintained to ensure the long-term livability of our cities and communities. In pursuit of this moving target, municipalities are encouraged to reassess, expand and enhance their sustainability planning mechanisms and processes.

To support the development of ICSPs, AMO has produced *A Sustainability Toolkit for Municipalities in Ontario*, which includes case studies on municipal best practices. The toolkit and additional information can be found on our website at www.amo.on.ca.

Another resource to promote continuous improvement is the Ontario Municipal Knowledge Network (OMKN), which is available at www.omkn.ca.

The OMKN is a web-based resource for information about what municipalities across Ontario and beyond are doing to improve service delivery and provide better value to taxpayers.

The OMKN also has an "Open Forum," which is a new website utility that provides an opportunity for website users to post questions on municipal service delivery or operational issues, initiate dialogue

and exchange ideas with colleagues or provide feedback on OMKN content and operation. Visit the Open Forum to share and discuss issues of municipal sustainability.

Contact Us

Federal Gas Tax Agreement
AMO
200 University Avenue, Suite 801
Toronto, ON M5H 3C6
Phone: 416-971-9856
Toll Free: 1-877-426-6527
Fax: 416-971-6191
Email: gastax@amo.on.ca

Municipal Checklist

| Immediate Action | When |
|--|--|
| Pass Municipal By-Law authorizing MFA Amendment | As soon as possible |
| Sign MFA Amendment and return <u>both</u> copies to AMO along with: <ul style="list-style-type: none"> • authorizing bylaw • official municipal seal | As soon as possible |
| Longer Term Action | |
| Annual Expenditure Report | March 31 st of every year |
| Outcomes Reports (for completed projects) | March 31 st of every year |
| Compliance Audit Report (if GTF has been applied to eligible costs in a municipal fiscal year) | March 31 st of every year |
| <u>OR</u> | |
| Municipal Treasurer's Certificate (if GTF has not been applied to eligible costs in a municipal fiscal year) | |
| Receipt of Federal Gas Tax Revenue Payments | July 15 th November 15 th |
| Review, sign, and send back to AMO, your "Request for Payment by Electronic Data Interchange or Cheque" form | Semi-Annually (ongoing) |
| Capital Investment Plan | Ongoing |
| Integrated Community Sustainability Plan | Ongoing |

Appendix A

Sample Municipal By-Law

The Mayor/Reeve/Regional Chair/Warden and Clerk are hereby authorized to execute this Amendment to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues under the New Deal for Cities and Communities between the Association of Municipalities of Ontario and [insert municipal name] as in Schedule A attached hereto.

Schedule A shall form part of this by-law.

Appendix B
Cross-Reference Table Between
GTF Agreement And
Municipal Funding Agreement

| Municipal Funding Agreement (MFA) Provision | GTF Agreement Provision |
|--|--|
| Section 1 – Definitions and Interpretations | |
| Section 1.1 | Section 2 Interpretations |
| Section 1.2 – AMO Provision for MFA | |
| Section 2 – Term of Agreement | |
| Section 2.1 | Part IV – Additional Provisions – Section 2 a) |
| Section 2.2 | Part IV – Additional Provisions – Section 2 a) |
| Section 2.3 – AMO Provision for MFA | |
| Section 3 – Recipient Requirements | |
| Section 3.1 | Schedule C – Eligible Recipient Requirements – Items 4, 5, 15 and 18 |
| Section 4 – Eligible Projects | |
| Section 4.1 | Schedule A – Eligible Categories |
| Section 4.2 | Schedule A – Eligible Categories |
| Section 4.3 | Schedule A – Eligible Categories |
| Section 4.4 | Schedule C – Eligible Recipient Requirements – Item 7 |
| Section 4.5 | Schedule C – Eligible Recipient Requirements – Items 10 and 11 |
| Section 5 – Eligible Costs | |
| Section 5.1 | Part II – Roles and Responsibilities of Parties – Section 2 c) |
| Section 5.2 | Schedule B – Eligible Costs – Item 1 Project Costs |
| Section 5.3 | Schedule C – Eligible Recipient Requirements – Item 6 |
| Section 5.4 | Part II – Roles and Responsibilities of Parties – Section 2 i) |
| Section 6 – Funds | |
| Section 6.1 | Part II – Roles and Responsibilities of Parties – Section 2 c) |
| Section 6.2 | New Provision |
| Section 6.3 | Part II – Roles and Responsibilities of Parties – Section 2 c) |
| Section 6.4 | Part I – Gas Tax Framework – Section 2 b) |
| Section 6.5 and Section 6.5 a. Section 6.5 b. | Schedule C – Eligible Recipient Requirements – Item 12 Part II – Roles and Responsibilities of Parties – Section 2 c) |

| Municipal Funding Agreement (MFA) Provision | GTF Agreement Provision |
|--|---|
| Section 6.6 | Part II – Roles and Responsibilities of Parties – Section 2 c) |
| Section 6.7 | Schedule C – Eligible Recipient Requirements – Item 13 |
| Section 6.8 | Part I – Gas Tax Framework Section – Section 1 a) |
| Section 6.9 | Part II – Roles and Responsibilities of Parties – 2 e) and Schedule C – Eligible Recipient Requirements – Item 16 |
| Section 6.10 | Schedule C – Eligible Recipient Requirements – Item 8 |
| Section 6.11 | Part I – Gas Tax Framework Section – Section 2 b) |
| Section 7 – Reporting Requirements | |
| Section 7.1 | Part II – Roles and Responsibilities of Parties – 2 h), i) and Schedule D – Reporting and Audits – Item 1.1 |
| Section 7.2 | Part II – Roles and Responsibilities of Parties – 2 h) and Schedule D – Reporting and Audits – Item 1.2 |
| Section 8 – Other Requirements | |
| Section 8.1 | Schedule C – Eligible Recipient Requirements – Item 1 |
| Section 8.2 | Schedule C – Eligible Recipient Requirements – Item 2 |
| Section 8.3 | Schedule C – Eligible Recipient Requirements – Item 3 |
| Section 9 – Records and Audit | |
| Section 9.1 | Section 2 e) |
| Section 9.2 | Part II – Roles and Responsibilities of Parties – 2 i) |
| Section 9.3 | Part II – Roles and Responsibilities of Parties – 2 i) |
| Section 10 – Insurance and Indemnity | |
| Section 10.1 – AMO Provision for MFA | |
| Section 10.2 – AMO Provision for MFA | |
| Section 10.3 – AMO Provision for MFA | |
| Section 10.4 | Part IV – Additional Provisions – Section 1 d) and Schedule C – Eligible Recipient Requirements – Item 17 |
| Section 10.5 | Part IV – Additional Provisions – Section 1 d) and Schedule C – Eligible Recipient Requirements – Item 17 |

| Section 11 – Transfer and Operation of Municipal Infrastructure | |
|---|---|
| Section 11.1 | Schedule C – Eligible Recipient Requirements – Item 14 (a) |
| Section 11.2 | Schedule C – Eligible Recipient Requirements – Item 14 (b) |
| Section 11.3 | Schedule C – Eligible Recipient Requirements – Item 14 (c) |
| Section 12 – Default and Termination | |
| Section 12.1 | Part IV – Additional Provisions – Section 1 b) |
| Section 12.2 | Part IV – Additional Provisions – Section 1 b) |
| Section 12.3 | Part IV – Additional Provisions – Section 1 c) |
| Section 13 – Conflict of Interest | |
| Section 13.1 | Part IV – Additional Provisions – Section 4 e) |
| Section 14 – Notice | |
| Section 14.1 | Part IV – Additional Provisions – Section 4 n) |
| Section 14.2 | Part IV – Additional Provisions – Section 4 n) |
| Section 14.3 | Part IV – Additional Provisions – Section 4 n) |
| Section 15 – Miscellaneous | |
| Section 15.1 | Part IV – Additional Provisions – Section 4 j) |
| Section 15.2 | New Provision |
| Section 15.3 | Part IV – Additional Provisions – Section 4 c) |
| Section 15.4 | Part IV – Additional Provisions – Section 4 b) |
| Section 15.5 | Part IV – Additional Provisions – Section 4 f) |
| Section 15.6 | Part IV – Additional Provisions – Section 4 g) |
| Section 15.7 | Part IV – Additional Provisions – Section 4 d) |
| Section 15.8 | Section 2 d) |
| Section 15 – Schedules | |
| Section 16 – Signatures | Standard Provision |
| Schedule A – Schedule of Fund Payments | Part I – Gas Tax Framework – Section 2 a) and b) |
| Schedule B – Eligible Costs | Schedule B – Eligible Costs |
| Schedule C – Local Roads and Bridges Environmental Sustainability Plan | Schedule C – Eligible Recipient Requirements – Item 18 |
| Schedule D – Annual Expenditure Report | Schedule D – Reporting and Audits |
| Schedule E – Outcome Indicators | Schedule E – Outcome Indicators |
| Schedule F – Communications | Schedule C – Eligible Recipient Requirements – Item 9 and Schedule F – Communications Protocol |
| Schedule G – Integrated Community Sustainability | Schedule G – Integrated Community Sustainability Plans |

Appendix C

Environmentally Sustainable Municipal Infrastructure Projects:

Local Roads and Bridges

The GTF Agreement provides a framework for the transfer of funds to Ontario communities and identifies eligible projects as Capacity Building Projects and Environmentally Sustainable Municipal Infrastructure (ESMI) Projects.

According to the GTF Agreement, ESMI projects improve the quality of the environment through reduced greenhouse gas (GHG) emissions, cleaner air and cleaner water. All municipalities are permitted to use gas tax funds for road and bridge projects that meet these objectives. Projects will consider impacts on the future environment as well as the current environment.

The GTF Agreement requires that an Outcomes Report be prepared which will report on results achieved over the life of the agreement in terms of cleaner air, cleaner water and reduced GHG emissions. Under the GTF Agreement, road and bridge projects have a unique requirement to demonstrate that they will meet these outcomes prior to a municipality spending funds on road and bridge projects. The intent of this document is to outline how certain types of local road and bridge projects can contribute to achieving the outcomes.

A template has been developed for use by any municipality intending to invest federal gas tax funds in a road or bridge project. Eligible projects will focus on long-term solutions for municipal infrastructure needs in order to provide environmental sustainability.

Instructions for Completing Schedule C of the Municipal Funding Agreement

Schedule C (Environmentally Sustainable Municipal Infrastructure Projects: Local Roads and Bridges template) of the MFA must be completed according to these guidelines, which will be updated once output and outcome indicators contained in Schedule E of the MFA have been defined and approved by the Oversight Committee.

Project Description

The project description should include a concise description of the project objectives, scope and timelines – with milestones where appropriate. It can include lane kilometers of road or lane metres of bridge resurfaced, rehabilitated or recycled, square metres of turning lanes, number of traffic signals upgraded or coordinated, etc. A brief description of any functional planning reports, preliminary or detailed design reports or other studies could also be included.

Project Location

Provide road name, bridge name, start and end point, lot and concession – attach key plan if available.

Project Rationale

List the project rationale; this could include a description of project benefits over the long and short term and who will be the beneficiaries. This rationale could link with the outputs if they are not obvious.

Project Outputs

List the project outputs outlined in the template (Schedule C of the MFA) plus additional information consistent with the “Explanation of Output” below. Municipalities are encouraged to demonstrate an analysis of outputs, if available. This analysis could include standard engineering calculations for congestion, fuel savings, changes to level of service, time savings, average vehicle speeds, vehicle operating costs, cost-benefit simulations, etc.

Estimated Project Costs

List of project costs as outlined in Schedule B of the MFA as well as any phased or milestone costing if applicable.

Expected Outcomes and Outputs:

Municipalities will report on outcomes and outputs of the project through the online Annual Expenditure Reporting module as per section 7.2 of the MFA. To help municipalities prepare for the reporting, the following outlines the type of information required when reporting.

Output 1: Projects involving the restoration and rehabilitation of existing assets in order to extend the asset lifespan by several years (i.e. resurfacing existing roadways and structure rehabilitation) municipalities will need to provide: length of project, width of pavement, area of intersections, current traffic volume, pre-work pavement smoothness, milling to existing asphalt surface, distance to dump site and return for trucking milled asphalt, base lift of Hot Mix Asphalt with RAP (mm), % RAP, surface lift of Hot Mix Asphalt (mm) and post work pavement smoothness to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Output 2: Projects incorporating significant quantities of recycled and reclaimed materials (i.e. cold-in-place pavement recycling, expanded asphalt recycling and granular base reclamation) municipalities will need to provide: length of project, width of pavement, area of intersections, current traffic volume, pre-work pavement smoothness, cold-in-place recycling (mm), surface lift of Hot Mix Asphalt (mm) and post work pavement smoothness to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Output 3: Projects which significantly reduce travel times and distances (i.e. new roads and bridges that reduce congestion by increasing travel speeds on the road network, create travel time savings and minimize travel distances) municipalities undertaking bridge work to remove load restrictions will need to provide: length of road closed to heavy trucks, length of detour route for heavy trucks, current traffic volume, pre-work pavement smoothness, pavement smoothness of detour route and post-work pavement smoothness (of road section previously closed to heavy trucks) to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Municipalities undertaking bridge work with detours will need to provide: length of road closed to traffic, length of detour route for bridge closure, number of days road closed to traffic, current traffic volume, pre-work pavement smoothness and

pavement smoothness of detour route to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Output 4: Installation of turning lanes (i.e. construction of left turn lanes, right turn lanes, left turn slip around lanes, and right turn tapers) municipalities will need to provide: length of road under consideration, number of cars and light trucks on average delayed, number of heavy trucks on average delayed, number of seconds on average vehicles delayed, number of occurrences per hour, number of hours per day delays occur, current traffic volume and pavement smoothness to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Output 5: Traffic signal installation, traffic signal upgrading and traffic signal co-ordination projects (i.e. installation of new traffic signals, upgrading traffic signal installations, and projects to co-ordinate the timing of traffic signals in urban areas) municipalities will need to provide: number of seconds, on average, vehicles delayed on sideroad during peak hours, number of seconds, on average, vehicles delayed on sideroad during off peak hours, current traffic volume on sideroad, current traffic volume on main road, signal timing, red light indication main road, signal timing and red light indication sideroad to demonstrate an **outcome** of reduced energy requirements contributing to cleaner air and/or reduced greenhouse gas emissions.

Output 6: Resurfacing an unpaved road (i.e. appropriately resurfacing an unpaved road with gravel as opposed to hot-mix, according to traffic counts) municipalities will need to provide: unpaved resurfacing - length of road to be resurfaced, tonnes of granular A applied per km, average surface width of unpaved roads, average distance from pit or quarry, stabilization – tonnes CaCl per km, average distance to calcium supply depot, current traffic volume, versus hot mix paving - design pavement thickness, design pavement width, design shoulder width, depth of base, depth of subbase. This will show the **outcome** of reduced energy requirements when an unpaved road is appropriately resurfaced as opposed to full hot mix paving.

Note: If the *Eligible Project* is not one of the above **outputs**, the *Recipient* must provide the rationale for including the *Eligible Project* including how the *Eligible Project* will achieve one of the **outcomes** of cleaner air, cleaner water, and reduced greenhouse gases and how the outcomes will be met.

THIS AMENDING AGREEMENT made in duplicate this _____ day of _____, 2010.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO
(referred to herein as "AMO")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(referred to herein as the "Recipient")

WHEREAS Canada, Ontario and Ontario municipalities, as represented by AMO and Toronto entered into an Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities on June 17, 2005 (amended on June 20, 2007) (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer funds on behalf of Ontario municipalities made available pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement outlines a framework for the transfer of funds to Ontario municipalities, represented by AMO and Toronto with stable, reliable and predictable funding for environmentally sustainable infrastructure purposes;

WHEREAS Canada, Ontario and Ontario municipalities, represented by AMO and Toronto have amended the Canada-Ontario-AMO-Toronto Agreement on September 3, 2008, in order to confirm municipalities' Gas Tax Fund allocations to 2014;

AND WHEREAS AMO and the Recipient have previously entered into a Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities;

NOW THEREFORE this Amending Agreement witnesseth that:

61. The preamble forms an integral part of this Amending Agreement.
62. Terms not defined in this Amending Agreement have the meanings assigned in the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
 - a. *Audit Statement* definition is deleted and replaced as follows:

"**Audit Statement**" means a written audit statement to be prepared and delivered to AMO as set out in section 7.1h hereto.

- b. *End of Funds* definition is deleted and replaced as follows:
“**End of Funds**” means March 31, 2014.
 - c. *Infrastructure Program* definition is deleted and replaced as follows:
“Infrastructure Program” means Canada’s infrastructure programs in existence at the time of the execution of this *Agreement*.
 - d. *Large Municipalities* definition is deleted and replaced as follows:
“Large Municipalities” means those Municipalities with a 2006 National Census data population of 500,000 or more including the Regional Municipalities of Durham, Peel and York and the Cities of Hamilton, Mississauga and Ottawa.
 - e. *Treasurer* definition is added:
“Treasurer” means a municipal treasurer as defined in subsection 286(1) of the *Municipal Act, 2001* (Ontario).
 - f. *Treasurer’s Certificate* definition is added:
“Treasurer’s Certificate” means a written statement by the *Treasurer* to be prepared and delivered to *AMO* as set out in section 7.1i hereto and in the form identified in Schedule H attached.
63. Section 2.1 is deleted and replaced as follows:
- 2.1. **Term.** Subject to any extension or termination of this *Agreement* or the survival of any of the provisions of this *Agreement* pursuant to the provisions contained herein, this *Agreement* shall be in effect from the date set out on the first page of this *Agreement*, up to and including March 31, 2015.
64. Section 3.1c is deleted and replaced as follows:
- c. ensure that there is no reduction in capital funding provided by Municipalities for *Municipal Infrastructure*.
65. Section 3.1d is deleted and replaced as follows:
- d. In the case of *Recipients* that are *Municipalities* in excess of 100,000 in population, ensure that over the period of January 1, 2010 to March 31, 2014 the *Recipient’s* capital spending on *Municipal Infrastructure* shall not fall below its *Base Amount*; and,
66. Section 3.1e is added:

- e. ensure any of its contracts for the supply of services or materials to implement its responsibilities under this *Agreement* shall be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.
- 67. Section 4.2 is deleted and replaced as follows:
 - 4.2. **Exception.** For *Large Municipalities*, the list of eligible categories shall consist of no more than two (2) of the categories in Section 4.1 a. to f.
- 68. Section 5.4 is deleted and replaced as follows:
 - 5.4. **Retention of Receipts.** The *Recipient* shall retain all evidence (such as invoices, receipts, etc.) of payments related to *Eligible Costs* and such supporting documentation must be available to Canada when requested and maintained by the *Recipient* for audit purposes in accordance with the municipal records retention by-law.
- 69. Section 6.7 is deleted and replaced as follows:
 - 6.7. **Expenditure of Funds.** The *Recipient* shall expend all *Funds* by December 31, 2016.
- 70. Section 6.8 is deleted and replaced as follows:
 - 6.8. **GST and HST.** The use of *Funds* is based on the net amount of goods and services tax or harmonized sales tax to be paid by the *Recipient* pursuant to the Excise Tax Act (Canada) net of any applicable rebates.
- 71. Section 7.1h is deleted and replaced as follows:
 - h. an annual *Audit Statement*, if *Funds* were applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. An annual *Audit Statement* is to be prepared by the *Recipient's* auditor in accordance with section 5815 of the Canadian Institute of Chartered Accountants Handbook – Special Reports — Audit Reports on Compliance With Agreements, Statutes and Regulations, providing assurance that the terms of the *Agreement* have been adhered to and *Funds* received by the *Recipient* have been spent in accordance with the *Agreement*;
- 72. Section 7.1i is added:
 - i. a *Treasurer's Certificate*, if *Funds* were not applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. A *Treasurer's Certificate* is to be prepared by the *Recipient's Treasurer*, providing assurance that activity related to sections 6.4, 6.5, and 11 has been conducted within the terms and conditions of the *Agreement*.
- 73. Section 7.2 is deleted and replaced as follows:
 - 7.2. **Outcomes Report.** The *Recipient* shall account in writing for outcomes

achieved as a result of the Funds through an *Outcomes Report* to be submitted to AMO upon completion of an *Eligible Project* and to be made available publicly in manner consistent with financial reporting under the *Municipal Act, 2001 S.O. 2001 c.25* by March 31st of the following *Municipal Fiscal Year*.

- a. The *Recipient's Outcomes Report* shall report in writing on the cumulative investments made, in a manner to be provided by AMO, including information on the degree to which these investments have actually contributed to the objectives of cleaner air, cleaner water and reduced greenhouse gas emissions.
74. Section 9.2 is deleted and replaced as follows:
9.2. **Separate Records.** The *Recipient* shall maintain separate records and documentation for the *Funds* and keep all records including invoices, statements, receipts and vouchers in respect of *Eligible Projects* that *Funds* are paid in respect of in accordance with the municipal records retention by-law. Upon reasonable notice, the *Recipient* shall submit all records and documentation relating to the *Funds* to Canada for inspection or audit.
75. Notwithstanding the date of execution of this Amendment Agreement, the provisions of this Amending Agreement are in effect as of January 1, 2010 and continue in effect for the duration of the term of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
76. Section 14.3 is deleted and replaced as follows:
14.3. **Addresses for Notice.** Further to Section 14.1 of this *Agreement*, notice can be given at the following addresses:
 - a. If to AMO:

Executive Director
Federal Gas Tax Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Facsimile: 416-971-6191
Email: gastax@amo.on.ca

b. If to the Recipient:

Joseph M. Fratesi
CAO
City of Sault Ste. Marie
Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Telephone: (705) 759-2500
Facsimile: (705) 759-2310
Email: j.fratesi@cityssm.on.ca

77. Section 15.4 is deleted and replaced with the following:
15.4 **Survival.** The following schedules, sections and provisions of this agreement shall survive the expiration or early termination hereof: Sections 5, 6.7, 7, 9.3, 10.4, 10.5, 11, 12.3, 15.7, and Schedule G.
78. Section 16.1, Schedule A is amended as attached.
79. Section 16.1, Schedule H is added as attached.
80. Except as amended herein, the provisions of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities remain in full force and effect.

56)

IN WITNESS WHEREOF this *Agreement* has been executed by the duly authorized officers of the parties hereto as of the date first above written.

RECIPIENT'S NAME: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
By:

ffix
orporate
eal Name: _____
Title: _____

Date _____

Name: _____
Title: _____

Date _____

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO
By:

ffix
orporate
eal Title: Executive Director _____

Date _____

In the presence of:

Witness _____
Title: Director of Administration
and Business Development

Date _____

5(d)

**SCHEDULE A
SCHEDULE OF FUND PAYMENTS**

RECIPIENT'S NAME: The Corporation of the City of Sault Ste. Marie

The following represents the minimum Funds and schedule of payments over the life of this Amending Agreement.

| Year | Schedule of Fund Payments | |
|------|---------------------------|----------------|
| | July 15th | November 15th |
| 2010 | \$2,299,029.90 | \$2,299,029.90 |
| 2011 | \$2,299,029.90 | \$2,299,029.90 |
| 2012 | \$2,299,029.90 | \$2,299,029.90 |
| 2013 | \$2,299,029.90 | \$2,299,029.90 |

5(d)

SCHEDULE H
TREASURER'S CERTIFICATE

To the Association of Municipalities of Ontario

As the *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME>, I acknowledge that for the 20__ *Municipal Fiscal Year*, there were no *Eligible Costs* incurred for *Eligible Projects* under the *Agreement*.

I confirm that the Corporation of <INSERT MUNICIPAL NAME> received its Federal Gas Tax allocation for the 20__ *Municipal Fiscal Year* within the terms and conditions specified in section 6.4 of the *Agreement*.

I also confirm that the carry-over of unexpended *Funds* followed the terms and conditions of section 6.5 of the *Agreement*. Specifically, the interest earned on unspent funds has been calculated on a reasonable basis, the interest was calculated on a similar basis as other reserve and reserve funds, and that the interest rate used is comparable to the one used for other reserve funds which are required to earn interest.

I also confirm that the title to *Municipal Infrastructure* resulting from *Eligible Projects* is retained by the Corporation of <INSERT MUNICIPAL NAME> as specified under section 11.1 of the *Agreement*.

As the duly appointed *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME> I hereby certify that, as at December 31, 20__, activity related to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities dated <INSERT DATE ON MFA> between the Association of Municipalities of Ontario and the <INSERT MUNICIPAL NAME>, has been conducted within the terms and conditions set out in the *Agreement*.

Name:

Title:

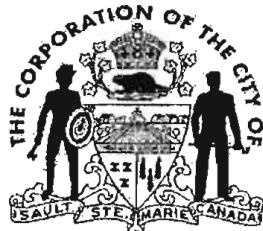
<INSERT MUNICIPAL NAME>

Date

5(e)

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

2010 03 08

Mayor John Rowswell
And Members of City Council

**RE: COUNCIL RESOLUTION - JANUARY 11, 2010
REDUCED WORK WEEK**

The above noted resolution states "... an informal request was made to the Chief Administrative Officer to review the impact of a reduced work week as a possible means of lowering budget..."

From my understanding of the resolution, staff is being asked to comment upon the concept of a "Reduced Work Week" from two aspects.

Firstly, there was a suggestion regarding a "Compressed Work Week". In other words, the regular work week of 35 or 40 hours, 5 days per week compressed into four (4) business days. A second suggestion was made with respect to reducing the hours from 35 or 40 hours per week to 28 or 32 hours per week respectively.

This report will address both concepts.

I. "Compressed Work Week"

As far as I am aware there are no municipalities that have adopted a compressed work week (CWW). Certainly none of our Northern Ontario sister cities has implemented such an arrangement. The City of Greater Sudbury reported they briefly looked at the concept but did not adopt it. A province wide survey conducted by the Ontario Municipal Human Resources Association on behalf of the City had 66 respondents. Although a large number report policies permitting individual "flexible work arrangements" which included a CWW, no organization reported a Corporate change to a four (4) day CWW. In fact a number, like Sudbury, indicated it was considered and then dropped.

(a) State of Utah, U.S.A.

As I understand it, the State of Utah in the United States has been put forward as an example of a government organization adopting a CWW. Indeed, the State of Utah introduced a 4 day CWW for its employees in 2008. The rationale provided for adopting the change, amid surging gasoline prices, was to reduce the state's "carbon footprint", increase energy efficiency, improve customer service and provide greater flexibility to employees. After a one (1) year trial period, the State

in December 2009 decided to stay with the four (4) day CWW but the results were very mixed and savings targets were simply not achieved. The State's performance report on the four (4) day CWW initiative found:

- By closing State buildings for one (1) day/week there was a \$502,000 (10.5%) reduction in overall energy consumption (barely 1/2 of the 20% amount estimated at the beginning of the project) and \$203,000 in reduced custodial/janitorial costs.
- Due to public demand, one Department (i.e. License and Motor Vehicle) had to resume five (5) day per week operations. That one change "wiped out" nearly all projected energy savings from the initiative. Returning the Drivers License and Motor Vehicle department to the five (5) day work week cost an additional \$500,000.
- 60% of citizens surveyed believed the four (4) day CWW was a "good idea"
- State employees gave the four (4) day CWW an 82% approval rating
- A decrease in employee absenteeism and overtime was noted. However, the reductions, particularly in overtime, may be also due to other factors not necessarily only the four (4) day CWW.
- A significant number of employees raised concerns such as fatigue due to longer work days and child care issues. The State will have to consider more "flexible work arrangements" such as telecommuting and flexible work hours.
- Although commuting to work was reduced by one day per week there is nothing to suggest a reduction in "carbon emissions" from employees not using or reducing use of personal vehicles on their additional day off.
- Building energy conservation initiatives inclusive of employee training and better metering is required.
- Reduced miles driven by fleet vehicles.

Concerns remain with respect to how effectively the four (4) day CWW has contributed, if at all, the public customer service. The State Senate President was quoted as saying the whole exercise was a "...failure and we ought to re-evaluate the entire service concept." The State employees union stated, however, "... it could have been very disruptive for works to have to shift back to a five-day work week."

(b) City of Sault Ste. Marie

A change to a compressed work week at the City of Sault Ste. Marie would require agreement of our various unions with the exception of the Fire Association and CAW - Paramedics, who are already on 4 day - 42 hour work weeks.

The concept of a four (4) day CWW at our municipality requires the consideration of what our purpose and motivation would be to implement such an arrangement. For example would our objective be:

- Cost Savings?
 - Energy ?
 - Maintenance?
 - Overtime?
 - Traffic congestion and commuting?
 - Employee "work flexibility"?
 - Employee productivity?
 - Employee turn over?
 - Reduced absenteeism?
 - Customer service?
-
- Consideration of any of the above noted factors would require significant staff research to determine if it could be substantiated as a purpose or motivating factor for implementing a four (4) day CWW. One of the major considerations would be the impact upon 7 day/week services e.g. Library & Transit or specialized 5 day/week services e.g. daycare?

It must also be kept in mind that the City is a highly unionized work environment. Union agreement to a four (4) day CWW would be required along with agreement upon any necessary modifications of the terms and conditions of the respective collective agreements.

It also has to be kept in mind that in a highly unionized workplace, it would be very different if not impossible to reverse from a four (4) day CWW back to a regular five (5) day work week should problems be encountered. Therefore, before making a change to a four (4) day CWW, very careful consideration has to be given to all factors, their implication and the knowledge that the decision would be very difficult if not impossible to reverse if problems are encountered.

II. Reduced Work Week (5 days / week to 4 days / week)

The purpose and motivation behind the reduced work week is simply 20% budgetary savings by eliminating one (1), seven (7) or eight (8) hour paid shift per week.

Such a change would require the consent of the Unions. It is more likely the unions would insist that if there is a reduction in services, then the City would be obligated under the collective agreements to initiate a layoff to reduce staff rather than initiate a four (4) day work week. A layoff would involve decreasing the size of the workforce through "bumping" of junior employees by more senior employees until the appropriate downsized complement is achieved. Depending upon the extent of the layoff, the process across multiple bargaining units would be complex and likely subject to grievances and arbitration regarding "bumping", qualifications and seniority. Also, depending if the layoffs are temporary in nature or permanent, employees laid off would be eligible for the Pay in Lieu of Notice (maximum 8 weeks pay) plus severance (maximum 26 weeks pay) provisions under the Employment Standards Act. Further, any non union staff affected would be entitled to enhanced

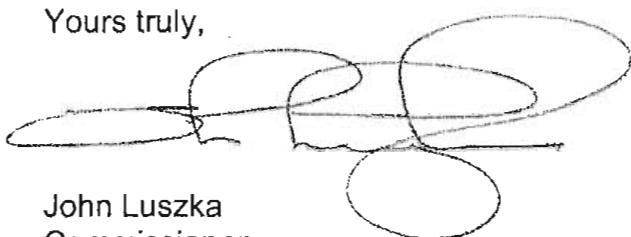
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common law notice and severance provisions (may be as high as two (2) years pay based upon numerous factors such as, but not limited to, age, service and position held). It must be recognized that any significant change to the employment conditions of any non union staff could provide a basis for the individual need to sue for "Constructive Dismissal".

Given the implications of layoff on staff and union relations as well as the associated costs, there would have to be a significant need in order to initiate a layoff process and such a decision cannot be taken lightly.

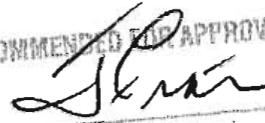
Please note that there are two (2) City groups already on a four (4) day work week - Firefighters (although fire inspectors and clerical staff are on a regular five (5) day schedule) and Paramedics. Savings within those groups would be achieved not through a reduced work week but rather through layoff and service reduction (e.g. closure of a station), keeping in mind service levels need to be consistent with legislative requirements under the Fire Prevention and Protection Act and the Ambulance Act.

Yours truly,



John Luszka
Commissioner
Human Resources Department

RECOMMENDED FOR APPROVAL

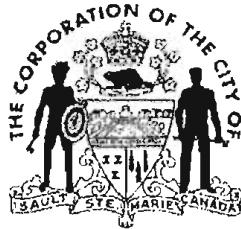


Joseph M. Fratesi
Chief Administrative Officer

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.5

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 03 08

**RE: APPEAL OF QUESTION TO BE PUT ON THE BALLOT
REGARDING BOXING DAY**

As Council knows the Northern Retail Professionals Association (NRPA) appealed the question regarding Boxing Day to be put on the ballot for the 2010 Municipal Election. On February 16, 2010, the Chief Electoral Officer held a hearing in Sault Ste. Marie to consider the question. The hearing was chaired by Mr. Hugh Christie on behalf of the Chief Electoral Officer. Representations were made by the NRPA. The group argued that the question was not clear, concise or neutral as required under the Municipal Elections Act. The City argued that the question as posed met all the criteria of the Act. It also urged the Chair not to second-guess the decision of Council.

Upon hearing submissions for both sides the Chair reserved his decision. We have now received a copy of the decision of Mr. Christie dated February 18, 2010. A copy is attached for your review.

The question approved by By-law 2009-187 reads:

"Are you in favour of retail establishments (stores) opening on December 26th (Boxing Day)?"

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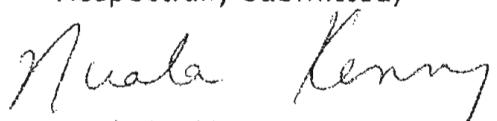
Mr. Christie found that the bracketed words made the question confusing and not concise. Accordingly, the Chair ordered that By-law 2009-187 be amended so that the proposed question reads:

"Are you in favour of retail establishments opening on December 26th?"

RECOMMENDATION

Elsewhere on your agenda tonight you will find By-law 2010-52 which amends By-law 2009-187 as directed by Mr. Christie. It is recommended for your approval.

Respectfully submitted,



Nuala M. Kenny
Assistant City Solicitor

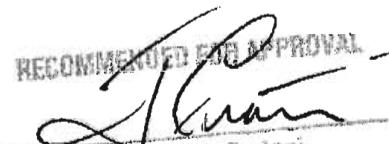
Recommended for approval,



Lorie Bottos
City Solicitor

NMK/dh

Attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

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Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended

In The Matter Of an Appeal under subsection 8.1(6) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, as amended to determine whether the question enacted by By-law No. 2009-187 of the Corporation of the City of Sault Ste. Marie complies with paragraph 3 of subsection 8.1(2) of the said *Act*.

Before Mr. Hugh Christie)
(Designate of the Chief Electoral Officer)) the 18th day of February, 2010
)

ORDER

Upon the appeal of The NRPA Inc and upon hearing the submissions of counsel for the parties in the matter:

1. It is ordered that By-law 2009-187 be amended so that the proposed question reads:
 - a. "Are you in favour of retail establishments opening on December 26th?"



Hugh Christie
on behalf of the Chief Electoral Officer

Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended

In The Matter Of an Appeal under subsection 8.1(6) of the *Municipal Elections Act*, S.O. 1996, c.32, as amended to determine whether the question enacted by By-law No. 2009-187 of the Corporation of the City of Sault Ste. Marie complies with paragraph 3 of subsection 8.1(2) of the said *Act*.

)
Before Mr. Hugh Christie) Hearing held
(Designate of the Chief Electoral Officer)) the 17th day of February, 2010,
) in Sault Ste. Marie
)

REASONS FOR DECISION

1. This is an appeal pursuant to section 8.1(6) of the *Municipal Elections Act* (the "Act"). I sit as designate of the Chief Electoral Officer for the Province of Ontario, as contemplated by subsection 8.1(9) of the *Act*. Prior to hearing any submissions on this matter, all parties agreed that this hearing was properly constituted, and that I have jurisdiction to hear the matter and decide it as the designate of the Chief Electoral Officer.
2. By-law 2007-119 of the City of Sault Ste. Marie requires business establishments, with some exceptions, to close on December 26th each year. According to the City solicitor, since the passing of By-law 2007-119... "shopping on Boxing Day has come up a number of times over the last few years" ...and "City council decided to put the matter on the ballot to get the views of the electorate". By that statement, the City solicitor means that the City council of Sault Ste. Marie, on authority of section 8.1(b) of the *Act* passed by-law 2009-187, causing the following question to be submitted to the electors in the 2010 municipal election:

"Are you in favour of retail establishments (stores) opening on December 26th ("Boxing Day")."

3. The appellant, Northern Retail Professionals Association Inc. ("NRPA") appeals, saying that the proposed question does not comply with paragraph 8.1(2) 3, of the *Act*, which reads as follows:
 - (2) A question authorized by by-law under clause 8 (1)(b) shall comply with the following rules:

3.It shall be clear, concise and neutral.
4. The NRPA says that the proposed question is not clear, not concise and not neutral.
5. Let me first deal with the question of neutrality. While there is no direction to assist me in what was meant by the word neutral, it seems to me that it means that the wording of the question must not suggest an answer to those answering it. The question should not contain a bias towards one answer or the other.
6. On my reading of the proposed question, it is neutral. It does not attempt to influence the voter to answer in any particular way. Accordingly, I disagree with the NRPA with respect to the issue of neutrality.
7. With respect to whether the question is concise, the NRPA submits:

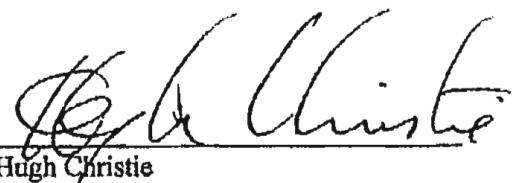
It fails to be *concise* by using words and phrases, that do not add any clarification or insight but instead elongate and congest the question.
8. With respect to whether the question is clear, the NRPA submits:

“Boxing Day” is a Statutory Holiday governed by the Federal Government while December 26th is a Civic Holiday is [sic] legislated by the local Municipality. The proposed question, without clarification may cause the electorate to wonder which holiday they are voting on. A clear question would make this understood and not something the electorate would have to research.
9. Based on those objections, the NRPA suggests the following question be posed instead of the question drafted by City Council:
 - a. “Are you in favour of the current By-Law, which requires certain retail businesses to be closed on December 26th, of each year?”
10. Counsel for the City of Sault Ste. Marie readily concedes that the particular question could have been worded in a number of different ways. She submits, however, that the proposed question passes the test for being concise and clear and I should show deference to City Council and not interfere with its chosen wording.
11. I agree with the NRPA that the proposed wording is unclear and not concise. The use of the bracketed words makes the question confusing and not concise. I also agree with Counsel for the City that my job is not to write what I consider to be the best question, but rather to amend the City’s question to the extent required to render it clear and concise. The members of City Council, after all, are those who are asking for the advice of the electorate. It is they who will ultimately act in light of that advice.
12. Accordingly, while I might prefer the wording of the NRPA question, I limit my order to the test referred to in the *Act*, namely that the question be clear, concise and neutral.

13. Subsection 8.1(10) provides that I may make an order amending the by-law. Accordingly, I order that By-law 2009-187 be amended so that the proposed question reads:

- a. "Are you in favour of retail establishments opening on December 26th?"

Dated: February 18, 2010



Hugh Christie
Hugh Christie
on behalf of the Chief Electoral Officer

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LORIE BOTTO
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 A. Bottos, City Solicitor

DATE: 2010 03 08

Re: Wording Amendments to Scavenging By-law 2008-149

On 2010 02 08 I had a report before Council seeking Council's approval to apply for set fines for contraventions of the scavenging By-law 2008-149. Council approved that report and the required documentation was sent to the Ministry of the Attorney General. I have now heard from Kerry Lee Thompson of that office. She requested amendments to the wording of two of the sections in the by-law. In Ms. Thompson's opinion, the wording would be clearer and easier to enforce if it ever comes to the point of having to prosecute under the by-law. A copy of By-law 2008-149 is attached. The amendments are in sections 2 and 4.

RECOMMENDATION

By-law 2010-48 appears on your agenda. It implements those amendments and is recommended for Council's approval.

Respectfully submitted,

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

Lorie Bottos
City Solicitor

LAB/dh
Attachment

Council Reports\2010\Scavenging By-law amendment.doc

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink that reads "J. Fralick".
Joseph M. Fralick
Chief Administrative Officer

5(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-149

REGULATIONS: (R.1.2.19) By-law for the control and management of refuse and recycling scavenging

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 11(1)(3) of the Municipal Act, 2001 S.O. 2001 c. 25 ENACTS as follows:

1. DEFINITIONS

In this by-law,

- a) "Corporation" refers to the Corporation of the City of Sault Ste. Marie.
- b) "Licensed Contractor" refers to the person(s) under contract to the Corporation to collect waste or recyclables.
- c) "Placed Curbside" refers to any refuse or recycling items placed outside a residence or business for the intended purpose of recycling or disposal through a municipal program.

2. SCAVENGING PROHIBITED

Any person or entity is prohibited from engaging in the act of separation, recovery, collection, or removal of garbage or recycling set out for collection, unless the Corporation provided them written consent to do so.

3. OWNERSHIP OF CURBSIDE MATERIALS

When recyclable materials are placed curbside, they shall become the property of the licensed contractor and/or the corporation.

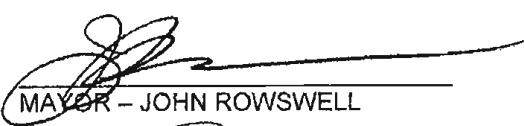
4. NO REMOVAL

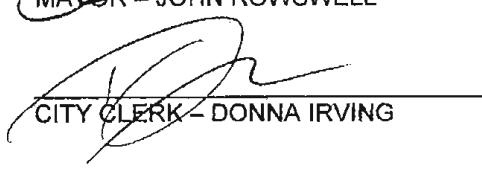
No person or entity, other than that of the licensed contractor or corporation under contract with the city, may remove any materials from any recycling or refuse container intended for collection, and no person or entity shall interfere with the licensed contractor or the corporation while material is being collected.

5. PENALTY

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

READ THREE TIMES and PASSED in Open Council this 18th day of August, 2008.

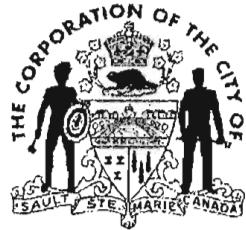

MAYOR – JOHN ROWSWELL


CITY CLERK – DONNA IRVING

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

Map No. 18

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 03 08

SUBJECT: **LANE CLOSING APPLICATION
LAIRD SUBDIVISION**

We have received a petition to close and convey the following public laneway:

The first north/south laneway lying west of Summit Avenue and north of north of Borron Avenue, Laird Subdivision, Plan 71.

There are existing utilities in the lane and we are prepared to recommend the closing and conveyance of this lane subject to the retention of easements for an aerial telephone plant, a PUC overhead customer second services line and a gas main. A private drainage easement will be required for a catch basin located at the rear of 99 Summit Avenue.

The owners of 14 Laird Street objected to the lane closing however indicated on the lane petition that should the lane be closed despite their objection that they wished a conveyance of the lane. The lane is not plowed in the winter and there are trees in the lane blocking access.

For your information and convenience a plan showing the subject laneway is attached. An appropriate by-law has been prepared for your consideration and appears elsewhere on your agenda.

Yours truly,

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

L. A. Bottos
City Solicitor
/sd

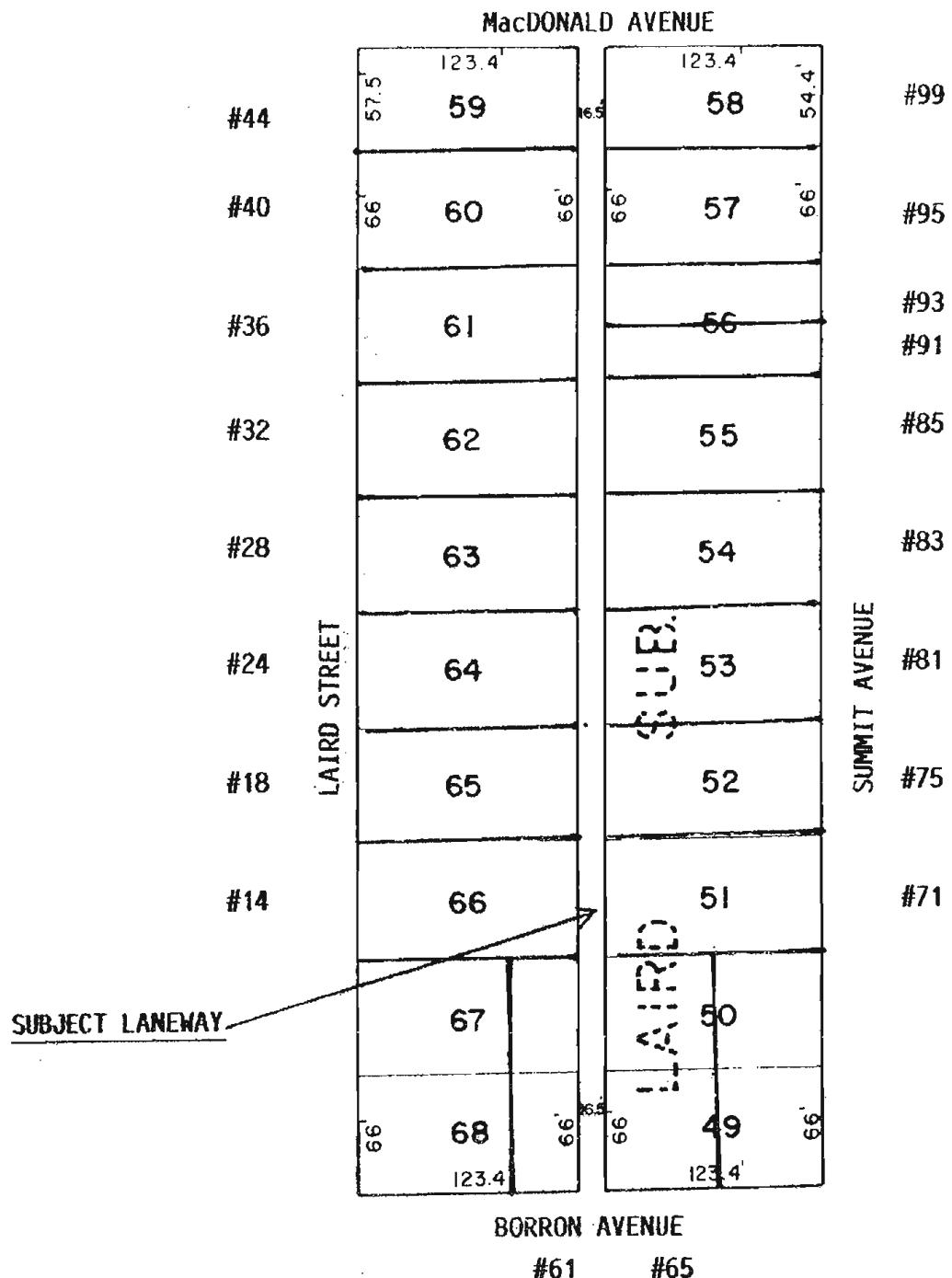
RECOMMENDED FOR APPROVAL

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

Joseph M. Fraley
Chief Administrative Officer

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

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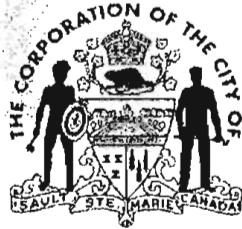
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Subdivision - Laird
Map - 18

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO. P.4.6.412

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2010 03 08

RE: SALE OF PROPERTY AT 68 DACEY ROAD SOUTH OF QUEEN

PURPOSE

The purpose of this report is to bring to Council's attention a request from Cheryl and Bill Batman to acquire City owned property on the east side of Dacey Road just south of Queen.

ATTACHMENTS

Attached is a map showing the property in question identified as "subject property".

BACKGROUND

This property came into the City's hands approximately 30 years ago as a condition of severances. One of the conditions imposed by the Committee of Adjustment was that this property be conveyed to the City in order to guarantee access to the interior lands.

Over the years no development proposal has come forward for the rear lands. Mr. Batman purchased the interior lands and has now approached the City about acquiring this City owned property which will give access to the interior lands. I believe that for now the plan is to just build one house on the lands to the rear and leave the balance perhaps for future development. He has been advised by the Engineering Department, as well as the P.U.C. regarding servicing and extending the services in from Dacey Road. That cost will be his.

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- 2 -

This request has been circulated to Planning Division, the Engineering Department as well as Public Works and Transportation. No City Department had an objection with the conveyance of this property.

RECOMMENDATION

I am prepared to recommend the sale of this property to William Batman at the purchase price of \$35,000. This valuation is in line with the letters of opinion on value obtained by the City and Mr. Batman.

By-law 2010-59 appears on your agenda and is recommended for approval.

Respectfully submitted,

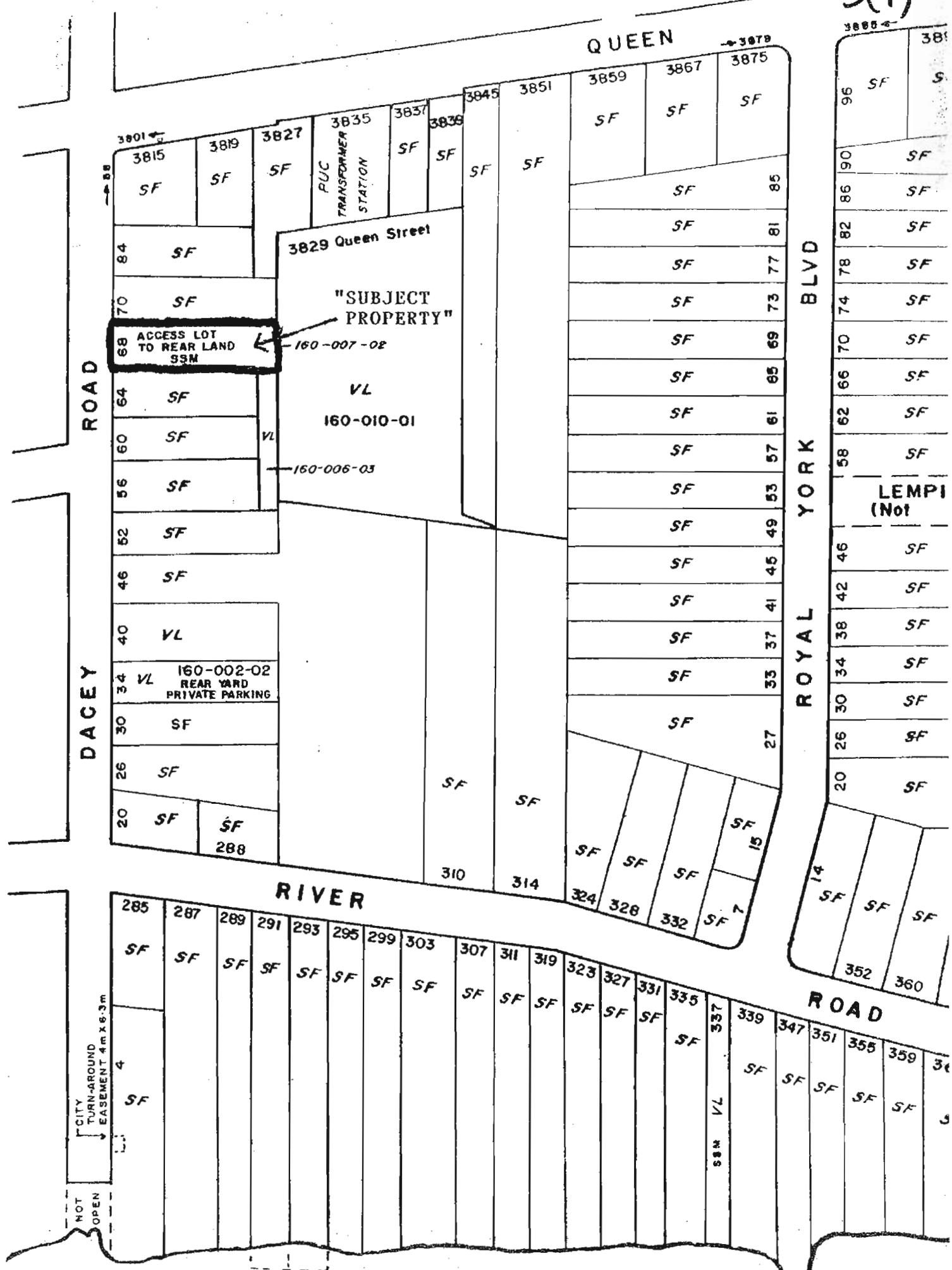
Lorie Bottos

Lorie Bottos,
City Solicitor

LAB/da

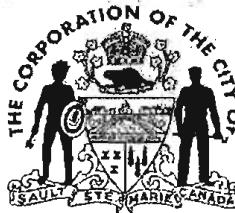
RECOMMENDED FOR APPROVAL
Shawn
Joseph M. Fratesi
Chief Administrative Officer

-5(i)



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(j)

2010 03 08

Mayor John Rowswell
Members of City Council

Re: Sanitary Sewer Surcharge Budget – 2010

The City is mandated to fund all matters related to sanitary sewage through the sewer surcharge. It is presently 100% of the water bill and is collected for the city by the PUC. The intention of this report is to provide Council with an information overview of the intentions of the Engineering Department for future sanitary surcharge expenditures.

The bulk of the sanitary surcharge is used to annually fund the following essential activities:

- wastewater treatment plant capital (maintenance and repairs and energy costs);
- wastewater treatment plant operations (PUC);
- capital works for sanitary sewers;
- sanitary sewer maintenance (PWT);
- equipment and capital costs for sewer flushing and closed-circuit TV inspection of sanitary sewers; and
- emergency repairs.

In 2009, the sanitary sewer surcharge budget completed funding for the upgrades of the infrastructure improvements to the east end drainage area including the East End Plant. Council is advised that there are two major expenditures on the horizon which will need to be funded. It is the intention of the Engineering Department that they will be funded in full by the sewer surcharge with possible assistance from senior levels of government through future funding programs. Note that each of these initiatives will be brought to Council individually in due course for approvals to proceed, and they have been included in the 10-year capital forecast. A part of the 2010 budget will be a recommendation to place some of the surcharge into a reserve for these initiatives.

Biosolids Management Facility

We are nearing the completion of the Biosolids Management Study. The recommendations in the report will be for a processing facility for either lime stabilization or composting and the potential cost ranges from \$8-\$12M.

West End Wastewater Treatment Plant Upgrades

The 2009 sanitary surcharge budget included an allowance to begin the study for possible upgrades to the west end drainage area, treatment plant and pump stations. A request for

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proposal has been issued and a recommendation for retaining a consultant will be coming to Council in the near future. The intention is to proceed with these upgrades within 5 to 10 years. It would be premature to suggest a budget figure at this time; however it will be a major expenditure. Completing the study early will position the City well for possible funding programs.

In addition to the above, there are several other initiatives either underway or planned:

- Continue upgrades to small pumping stations. Several small pumping stations are in excess of 40 years old and need replacement;
- Repair/replacement of aging sanitary sewers; and
- infiltration elimination projects

This report is for information only and Council is not being asked to approve anything this evening. Each initiative will be brought to Council for approval.

Respectfully submitted,



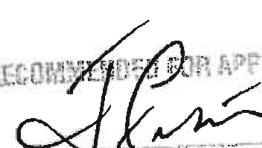
Don J. Elliott, P. Eng.
Director of Engineering Services

/bb

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

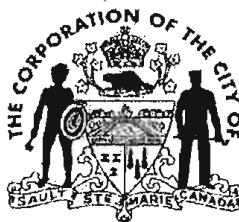
RECOMMENDED FOR APPROVAL


Joseph M. Iavalei
Chief Administrative Officer

5(K)

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

2010 03 08

Mayor John Rowswell and
Members of City Council

**Re: 2007 Corporate Greenhouse Gas Emissions Inventory and
Municipal Environmental Initiatives Committee Update**

The Municipal Environmental Initiatives (Green) Committee is pleased to provide the executive summary of the 2007 Corporate Greenhouse Gas Emissions Inventory (Appendix A), and an update of Green Committee activities for the 2009 year (Appendix B). The complete Inventory and supporting data is available at Council's request.

The Inventory considers all municipal electricity, natural gas, fuel oil, and unleaded and diesel gasoline consumption data for 2007, the benchmark year. Municipal operations include buildings, vehicle fleet and equipment, outdoor lighting, wastewater, and corporate refuse, and resulted in costs of \$6,907,785 and 18,904 tonnes of equivalent carbon dioxide (eCO₂). Future consumption data will be compared against the benchmark year in order to determine trends, analyze changes, detect discrepancies, and track progress of our energy efficiency projects.

The Inventory also provides a detailed description of the projects completed in 2009. The Green Committee, and the four sub-committees (Fleet Management, Waste Management Practices, Municipal Operations and Public Awareness), have achieved much success over the year. Projects targeted energy efficiency, fuel conservation, waste management practices, and public awareness all in an effort to reduce the City's environmental impact and achieve cost savings.

The Inventory satisfies the second objective and second deliverable of the Green Committee's Terms of Reference, and creates an impetus for future development, including the preparation of an Energy Conservation Plan. Examining and analyzing energy consumption and costs, as well as the aging infrastructure of municipal facilities, will assist in the development of this plan. Through this effort, it is evident that a greater need exists to prioritize energy efficiency projects. Budget consideration is also required at the departmental and corporate level to achieve improved efficiency and effectiveness, overall.

This report is for Council's information.

Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for Approval,

J. Elliott

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

R. Fratesi
John M. Fratesi
Engineering Officer

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

Appendix A – 2007 Corporate Greenhouse Gas Emissions Inventory Executive Summary

The City of Sault Ste. Marie was incorporated in 1912. For almost 100 years, the City has strived to provide its citizens a host of services that are economically feasible and socially responsible. In the past decade environmental responsibility has emerged as a significant focus for municipalities across Canada. The City of Sault Ste. Marie is taking greater steps to reduce their impact on the environment, including tracking and monitoring greenhouse gas emissions from key areas within municipal operations. This report highlights some of the key findings from a review of the energy consumption of municipal buildings, outdoor lighting and wastewater, fuel consumed by the municipal fleet, and refuse produced in municipal facilities.

Utility and fuel data was collected for 2007, the baseline year, from the City's Accounting Division. Invoice data was then entered into a spreadsheet provided by the Federation of Canadian Municipalities (FCM) in order to determine the greenhouse gas emissions resulting from municipal operations. In 2007, the Corporation of the City of Sault Ste. Marie produced 18,904 tonnes of equivalent carbon dioxide (eCO₂) with a total cost of \$6,907,785. The summary table below highlights the costs, total tonnes of eCO₂ and % eCO₂ for each operational area.

| Sector | Costs (\$) | Total eCO ₂ (t) | % eCO ₂ |
|-----------------------------|------------------|----------------------------|--------------------|
| Buildings | 2,392,474 | 7,017 | 37 |
| Vehicle Fleet and Equipment | 2,501,193 | 7,288 | 39 |
| Outdoor Lighting | 889,975 | 1,957 | 10 |
| Wastewater | 1,034,142 | 2,581 | 14 |
| Corporate Refuse | 90,000 | 60 | 0 |
| Total | 6,907,785 | 18,904 | 100 |

These results provide a baseline for the municipality to benchmark from in future years. Data is currently being collected for the year 2008 and will be utilized to monitor progress and develop targets and goals. It will also assist in future planning and policy development. Many efforts have been initiated since the inception of the Municipal Environmental Initiatives Committee including voluntarily and targeted energy reduction projects. Many of these initiatives are completed on a department by department or project by project basis. However, this report will help to achieve a more holistic approach to energy management, project prioritization and achieving elements of the corporate strategic plan.

Appendix B – Municipal Environmental Initiatives Committee 2009 Update

The Municipal Environmental Initiatives Committee is actively seeking opportunities to reduce emissions and achieve cost savings. Below are a summary of corporate initiatives for the 2009 year.

Benchmarking

The City of Sault Ste. Marie participated in the AMO Municipal Energy Performance Benchmarking Project. Staff completed 9 surveys, and chose municipal building from 15 available categories. The municipality will receive a two page report on each facility submitted, and will also be able to compare them against similar facilities across the province. Results are expected early 2010.

Fleet Challenge

The City of Sault Ste. Marie took part in the Fleet Challenge Ontario Municipal Fleet Review 2009. Data, such as kilometres travelled, fuel consumption and life cycle, was collected for Public Works vehicles. Fleet Challenge reviewed the data and provided fleet management recommendations related to fuel efficiency and future vehicle selection.

Energy Audit

The Public Works facility was the second municipal building to undergo an energy audit. Energy audits are being utilized to prioritize retrofits and apply for applicable funding opportunities.

Lighting Retrofit

The AMO/LAS Audit++ Program recommended a lighting retrofit for the Civic Centre. The Green Committee, with a \$50,000 contribution from the Sault Ste. Marie Public Utilities Commission, funded this project. In 2009, the twenty-four hundred T-12 fixtures in the Civic Centre, which accounted for 21% of the energy consumed, were converted to T-8 bulbs and electronic ballasts. Bulbs, electronic ballasts, and lighting automation are now installed and functioning. In 2010, several lights throughout the Civic Centre will be de-lamped and results of the project will be monitored.

Idle Free Sault Ste. Marie

In 2009, the City of Sault Ste. Marie launched a corporate wide idle-free campaign in order to reduce the amount of fuel consumed and subsequent GHGs by the fleet. Several sessions were completed with staff explaining the financial and environmental consequences of unnecessary idling. Promotional items were given to staff to act as a visual reminder to turn off their engines, and signs were posted in front of primary entrances of municipal buildings. Idling data was also downloaded from several Public Works vehicle's Engine Control Module to assist in tracking progress.

Driving Towards an Idle Free Sault Ste. Marie

In an effort to build on the corporate-wide anti-idling campaign, a submission was made on behalf of the Green Committee to the Natural Resources Canada ecoENERGY for Personal Vehicles program. "Driving Towards an Idle Free Sault Ste. Marie" would be an action-based project challenging municipal employees to: consider fuel efficiency when purchasing a personal vehicle; turn off the engine to reduce unnecessary idling; and regularly monitor fuel consumption and tire pressure.

Super Sorter Three-In-One

Twenty Super Sorter Three-In-One recycling bins were purchased and distributed in the community centres. These bins were necessary to divert recyclable materials from the landfill. In order to support this initiative, custom designed signs were produced for the bins to assist patrons in disposing of materials properly. Staff worked with the Soo Greyhound organization, the Sault Ste. Marie Ontario Hockey League team, to launch the campaign during a hockey game in February 2009. Prizes and a commercial and digital poster were utilized throughout the game to encourage patrons to recycle.

Energy Conservation Week and Count Me In! Community Challenge

On May 11, 2009, Council designated the Environmental Initiatives Coordinator position as the Municipal Energy Conservation Officer (MECO). In addition to the designation, the City of Sault Ste. Marie proclaimed May 17-23, 2009, as Energy Conservation Week. This is an initiative with a variety of partners and sponsors, including the Ontario Power Authority (OPA). With the campaign slogan "Count Me In", Ontarians pledged themselves to energy conservation. The Count Me In! Community challenge was developed to help Ontarians keep the momentum of Energy Conservation Week for the entire summer. Locally, the Green Committee worked with the SSM PUC to advertise the Count Me In! Community Challenge at RotaryFest, one of Sault Ste. Marie's community festivals.

Sponsorship, Tradeshows and Presentations

The Green Committee has sponsored and participated in various corporate and community events, including: City Green Days; Algoma Stewardship Council Green Expo; St. Mary's College Environmental Film Festival; ULERN's Renewable Energy Workshop; Sault Ste. Marie Region Conservation Authority's Community Environmental Education Family Fun Day; presentations at Lake Superior State University and the LAS Connections Conference; and a Civic Centre Yard Clean Up for Earth Day. Through these events, the Green Committee is raising its profile throughout the community and surrounding region as an environmental leader, and educating the staff and public about City initiatives.

Guest Speakers

The Green Committee has invited a number of guest speakers to educate the group on a variety of topics, including Gord Miller, Environmental Commissioner of Ontario; Peter Love, Ontario's Chief Energy Conservation Officer; and Glenda Gies, Executive Director of Waste Diversion Ontario.

Workshops, Conferences and Symposia

The Environmental Initiatives Coordinator attended and participated in the following workshops, and conferences: Dollars to \$ense Energy Management Workshops; Energy Matters Summit; and the A.D. Latornell Conservation Symposium. By attending these events, staff has learned what other communities are implementing for energy management and conservation efforts and can implement best practices locally. These are also a great opportunity to network with other municipal representatives and explore innovative technologies.

ecoENERGY for Fleets - Fuel Management 101

Natural Resources Canada held a fuel management workshop for fleet managers and staff interested in reducing fuel consumption and greenhouse gas emissions attributed to municipal vehicles. In attendance were representatives from Transit, Public Works, Police, SSM PUC and Engineering. Information was distributed and exercises were conducted regarding potential fuel saving options.

SmartDriver Training for Transit

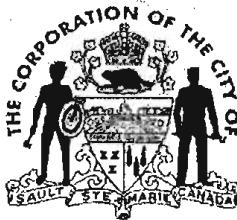
The Green Committee sponsored the registration for the City's Transit Inspector to attend the SmartDriver for Transit Train-the-Trainer session held by Natural Resources Canada. During this session the Transit Inspector learned how to deliver a training module to transit operators that can reduce fuel consumption per trip and fuel emissions from exhaust.

Northern Ontario Municipal Environmental Network

The Environmental Initiatives Coordinator organized a teleconference with municipal representatives from North Bay, Sudbury, Timmins and Thunder Bay to discuss past, current and future environmental initiatives. Each representative discussed at least one successful project that has been implemented, the history of their departments and subsequent committees (if applicable).

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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2010 03 08

Mayor John Rowswell and
Members of City Council

Re: Continued use/expansion of hybrid vehicles in the City's fleet

At the April 6, 2009 Council meeting, the following motion, as moved by Councillor Celetti and seconded by Councillor Grandinetti, was carried:

Whereas the City leased one hybrid car to show interest in savings of fuel and show the community our commitment towards energy savings; and Whereas the City is committed to keeping our city environmentally friendly and green; Be it resolved that Council authorize the appropriate staff to study and report back to Council on the continued use of environmentally friendly cars and vehicles that could be added to our fleet in the future. This will show our dedication towards energy savings towards our community and our continued support of green initiatives.

Purpose:

This report - intended to respond to Council's resolution - considers vehicle cost, maintenance, financial incentives, and additional benefits to incorporating hybrid electric vehicles (HEVs) into the City's fleet. It also recognizes the need for a fleet plan that incorporates "green" opportunities and best practices.

General Information:

HEVs are powered by at least one electric motor and an internal combustion engine, and are being incorporated into fleets across Northern and Southern Ontario. In order to continue/expand the use of HEVs in the City's fleet, a commitment to lowering the organization's carbon footprint must exist, and the financial impacts must be considered. Council's commitment was expressed through a resolution in September of 2007, to report on current environmental activities and the future plan to reduce CO₂ from municipal operations. Although this report provides a general comparison of HEVs with conventional vehicles, financial feasibility should be considered on a vehicle by vehicle basis.

Comparisons

A comparison of various HEVs and conventional vehicles is provided in Appendix A. The conventional vehicles selected for comparison are realistic choices for the municipality and are models with minimal features including, air conditioning, power windows and locks. It is important to note that many HEVs come standard with additional features, as model choice is often limited. Annual kilometres have been adjusted in each comparison to achieve a 5 year payback. The figures utilized do not consider any additional financial incentives or maintenance costs. The price of the vehicle and the kilometres travelled are key factors in investing in HEVs. The results of these comparisons demonstrate that HEVs are economical with high usage and produce fewer greenhouse gas (GHG) emissions.

Maintenance

Experience from at least four other municipalities in Ontario has revealed that the maintenance of HEVs is similar to internal combustion engine vehicles. For example, HEVs in the City of Toronto's fleet experienced "no unusual maintenance events" based on their 2003 Technical Testing Report¹. HEVs still require regular oil changes and preventative maintenance. The City of Toronto did report increases in preventative maintenance costs, but lower nonscheduled maintenance costs with their HEVs compared to a conventional vehicle in their fleet². Regenerative braking can also reduce the wear on the brake pads and the amount of brake work experienced.

Concerns have emerged around the life span and high replacement costs of the nickel-metal hydride (NiMH) battery. For example, the cost of the hybrid supply battery ranges from \$3,000 to \$10,000 in various hybrid models³. However, many automakers offer a warranty for some hybrid components, including the battery pack, up to 160,000 km or 8 years (whichever comes first).

Financial Incentives

Financial incentives are currently available in Ontario for acquiring a HEV. These include a Retail Sales Tax (GST) rebate up to \$2,000 on HEVs acquired between May 18, 2006 to March 31, 2012⁴, and a potential credit for the fuel conservation tax paid on new vehicles⁵.

No additional insurance costs are associated with choosing a HEV over a conventional vehicle as the City's premiums are based on vehicle make and year.

Resale Value

Another consideration is the resale value on HEVs. In some instances the resale value is higher than conventional vehicles. Based on Kelley Blue Book Co., Inc., the projected resale value on the 2009 Toyota Prius is 8% higher than the average resale value on all 2009 sedans⁶. However, when comparing the average for all 2009 hybrids against the average for all 2009 vehicles the projected resale value after 5 years is almost equal⁷. Resale value beyond 5 years was not available. Maximizing on resale/trade-in value should be considered when determining the timeline for vehicle replacement (e.g. vehicle replacement prior to the warranty expiration) and may impact the method of acquisition (e.g. purchase or lease).

Benefits to the City of Sault Ste. Marie

The primary benefits of HEVs include improved fuel efficiency and reduced GHG emissions. HEVs fuel efficiency can be rated approximately 30-60% better than a comparable conventional vehicle and reduce CO₂ by approximately 0.95-1.85 tonnes per year⁸.

¹ City of Toronto. 2003. Greening Our Fleet: Technology Testing Report. City of Toronto, Corporate Services: Fleet Services Division. pg. 13.

² Ibid.

³ Based on information provided by the Parts Department of local automotive dealers.

⁴ Government of Ontario. 2009. Refunds and Rebates: Vehicles Powered by Alternative Fuels. Queen's Printer for Ontario. [Online]. Date Accessed 04 December 2009. Available at: <http://www.rev.gov.on.ca/en/refund/vpaf/index.html>.

⁵ Ibid.

⁶ Kelley Blue Book Co., Inc. 2010. New Cars: 2009 Toyota Prius Hatchback. [Online]. Date Accessed 02 March 2010. Available at: <http://www.kbb.com/new-cars/toyota/prius/2009/resale-value?id=240578&category=hybrid>.

⁷ Ibid.

⁸ Natural Resources Canada. 2009. 2010 Fuel Consumption Guide. [Online]. Date Accessed: 09 December 2009. Available at: <http://oee.nrcan.gc.ca/transportation/tools/fuelratings/fuel-consumption-guide-2009.pdf>.

NOTE: Fuel consumption ratings and kg of CO₂ per year comparisons consisted of: Toyota Camry to the Camry Hybrid; Toyota Camry to the Prius; GMC Sierra 4WD to Sierra Hybrid 4WD; and the Honda Civic to the Civic Hybrid.

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In a recent trip to Southern Ontario, the City's 2007 Toyota Prius achieved 6 L/100km by travelling approximately 1,400 highway km and utilizing 85 L of fuel. The Prius has achieved 5.5 L/100km over the most recent 150 km travelled, and the reduction may be a result of increased usage on city roads. Natural Resources Canada EnerGuide fuel economy rating of 4.2 L/100km was not achieved, but speed, weather conditions, vehicle maintenance and driving style are all factors in this result. Overall, the vehicle has met expectations as a fuel efficient vehicle.

In January 2010, the City received a GMC Sierra Hybrid to replace the Shift Foreman's truck at Public Works. In two months, the hybrid truck travelled 14,205 km (260 hours) and has an average fuel economy of 13.2 L/100km. The hybrid was chosen for this application given the high usage. However, monitoring will be required over time to determine its overall success. In order to achieve additional savings (up to \$2,000), the City of Sault Ste. Marie has submitted the RST Application for Rebate - Vehicles Powered by Alternative Fuels through the Ontario Ministry of Revenue.

In addition to cost savings, several other benefits are realized. For example, the decals located on the Toyota Prius draws attention to the City's commitment to being green. Not only is the Prius available for use within city limits, it is also taken out of town to conferences and workshops to further the exposure of the City's leadership around the Province.

Conclusion

HEVs should be considered as an option when replacing a vehicle in the fleet where usage is high. HEVs may not be appropriate for every situation and the City's fleet may not have many high usage applications. However, each vehicle - whether it is a hybrid or conventional model - should be chosen and sized appropriately for the application and the operator.

Vehicle sizing and HEVs are only two elements of a green fleet. Other best practices involve: the use of bio-products, such as bio-diesel; operator training and education; route planning; reduction of idling; and preventative maintenance.

Communities across Ontario have developed Green Fleet Plans that incorporate many of these ideas and have established goals and targets for fuel and emissions reduction.

Recommendations:

The Engineering Department recommends the Municipal Environmental Initiatives Committee, through the Fleet Management Sub-Committee, develop a Green Fleet Plan for the City of Sault Ste. Marie.

It is also recommended that through the Green Fleet Plan, a profile of the City's fleet be compiled to determine potential applications for hybrid electric vehicles in line with the City's vehicle replacement procedure and purchasing policy.

Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for Approval,

Jerry D. Dolcetti

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Joseph M. Fazio
RECOMMENDED FOR APPROVAL
Joseph M. Fazio
Chief Administrative Officer

Appendix A – Vehicle Comparison – Hybrid Electric Vehicle (HEV) and Conventional Models

| Variables \ Vehicles ⁹ | Honda Civic Hybrid | Honda Civic | Honda Insight | Honda Civic | Toyota Prius | Toyota Corolla | Ford Escape Hybrid | Ford Escape | GMC Sierra Hybrid | GMC Sierra | Ford Escape Hybrid* | GMC Sierra |
|--|--------------------|-------------|---------------|-------------|--------------|----------------|--------------------|-------------|-------------------|------------|---------------------|------------|
| MSRP (\$) | 27,350 | 18,490 | 23,900 | 18,490 | 27,800 | 18,365 | 34,899 | 26,599 | 51,655 | 29,860 | 34,899 | 29,860 |
| Annual Kilometres (km) | 48,750 | 48,750 | 30,650 | 30,650 | 46,600 | 46,600 | 42,600 | 42,600 | 97,500 | 97,500 | 11,675 | 11,675 |
| Fuel Economy (L/100km) ¹⁰ | 4.7 | 8.2 | 4.8 | 8.2 | 3.7 | 7.6 | 5.8 | 10 | 9.8 | 14.1 | 5.8 | 14.1 |
| Annual Fuel Consumption (L) | 2,291 | 3,998 | 1,471 | 2,513 | 1,724 | 3,542 | 2,471 | 4,260 | 9,555 | 13,748 | 677 | 1,646 |
| Annual GHG Emissions (t) ¹¹ | 5.57 | 9.71 | 3.58 | 6.11 | 4.19 | 8.61 | 6.00 | 10.35 | 23.22 | 33.41 | 1.65 | 4.00 |
| Annual Cost of Fuel (\$) ¹² | 2,381 | 4,153 | 1,629 | 2,611 | 1,791 | 3,680 | 2,567 | 4,426 | 9,928 | 14,284 | 703 | 1,710 |
| Annual GHG Savings (t) | 4.15 | - | 2.53 | - | 4.42 | - | 4.35 | - | 10.19 | - | 2.35 | - |
| Annual Fuel Savings (\$) | 1,773 | - | 1,083 | - | 1,827 | - | 1,859 | - | 4,356 | - | 1,007 | - |
| Vehicle Difference (\$) | 8,860 | - | 5,410 | - | 9,435 | - | 9,300 | - | 21,795 | - | 5,039 | - |
| Payback (yr) | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - | 5 | - |

NOTES: In these comparisons the HEVs are approximately 20–40% more expensive than the conventional comparison, but have approximately 30–50% better fuel economy (based on city fuel consumption rating only). The conventional comparisons are considered to be the most realistic choice for municipal application, even though they may have fewer features than the HEVs.

The 5 year payback is a fixed number dependent on the cost of the vehicle divided by the fuel savings. Fuel savings are dependent on the annual kilometres travelled and the cost of fuel. Annual kilometres expressed in the table are based on a 5 year payback and are not necessarily representative of the City's current utilization.

All vehicle pricing was obtained from each company's website and excludes freight, delivery, and taxes. Local dealers may provide alternate pricing for single or multiple vehicle purchases and could impact the results of this analysis. Competitive pricing will be obtained from interested parties in compliance with the City's purchasing policy.

*Comparing the Ford Escape Hybrid to the GMC Sierra was completed to illustrate that downsizing a vehicle (in applicable situations) with a hybrid model could provide cost savings and reduce GHG emissions.

⁹ All vehicles include automatic transmissions, and specific models are as follows: 2010 Toyota Prius 5 Door Liftback; 2010 Toyota Corolla CE Convenience Package; 2009 Honda Civic Hybrid; 2010 Honda Civic DX-A; 2010 Honda Insight LX; 2010 Ford Escape XLT FWD 2.5L; 2010 Ford Escape Hybrid FWD 2.5L; 2010 GMC Sierra 1500 Hybrid Crew Cab Short 4WD 1SH; 2010 GMC Sierra 1500 Regular Cab Standard 4WD WT 4.3L V6.

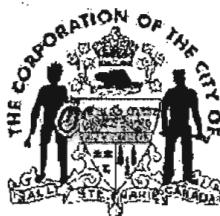
¹⁰ Natural Resources Canada. 2010. 2010 Fuel Consumption Guide. [Online]. Date Accessed: 02 March 2010. Available at: <http://oee.nrcan.gc.ca/transportation/tools/fuelratings/ratings-search.cfm>.

¹¹ GHG emission factor of 2.43 kg/L for gasoline and annual GHG emission calculation are found in: Natural Resources Canada. ND. ecoENERGY for Fleets Fuel Management 101: Participant Guide Mixed Fleets. pg. 15.

¹² Based on the 02 December 2009 price of unleaded gasoline of \$1.039.

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J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation department

March 8, 2010

Mayor John Rowswell
And Members of Council
Civic Centre

On September the 28th 2009 Council pass the following resolution.

Resolution

Whereas many residents of Old Garden River Road, Cedar Heights, Bianchi Estates and now Windsor Farms have complained about the length of timing on the traffic light at Old Garden River Road and Second Line; and
Whereas only three cars are able to get through the intersection from Old Garden River Road at one time; and

Whereas many of the cars traveling this road are making a left turn onto Second Line and have to wait for cars proceeding straight through resulting in the passage of only one vehicle; and

Whereas cyclists and pedestrians are having an even more difficult time in crossing as they cannot cross without the light turning red before they reach the other side; and

Whereas transports sometimes run the red light on Second Line;
Now therefore be it resolved that staff report back on possible solutions for the safety concerns (problems) at this corner.

In response to the issues outlined in the resolution, staff will address the following points.

- 1) Northbound traffic turning left onto Second Line delays the through traffic from proceeding North on Old Garden River Road.
- 2) Cyclists and pedestrians are having a difficult time crossing Second Line as they cannot cross without the light turning red before they reach the other side.
- 3) Transports sometimes run the red light on Second Line.

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Background

The following describes the conditions (prior to November 2009) at the Old Garden River Road/Second Line intersection.

Lane Configuration/Set up

Old Garden River Road

- Old Garden River Road intersects Second Line at approximately a 60° angle.
- The northbound configuration has a dedicated right turn lane and a combined left turn/straight through.
- The southbound configuration has a combined left turn/straight through lane and a dedicated right turn lane.

Second Line East

- Eastbound Second Line lane has a dedicated turning lane and two straight through lanes.
- Westbound Second Line has a dedicated turning lane and two straight through lanes.

Lanes Geometry

| Roadway | North Bound | | South Bound | | East Bound | | West Bound | |
|----------------------|-------------|-------------------|-------------|-------------------|------------|---------------------|------------|---------------------|
| | # of lanes | Total Width | # of lanes | Total Width | # of lanes | Total Width | # of lanes | Total Width |
| Old Garden River Rd. | 2 | 7.0 m (3.5 ea) | 2 | 7.0 m (3.5 ea) | | | | |
| Second Line | | | | | 3 | 11.0 m (3.65 ea) | 3 | 11.0 m (3.65 ea) |

Cycle Times Prior to November 2009

| Roadway | Cycle Length(seconds) | Green (seconds) | Yellow (seconds) |
|----------------------|--|-----------------|------------------|
| Second Line | 32 | 26 | 6 |
| Old Garden River Rd. | 26 | 22 | 4 |
| Level of Service | B 90% of vehicles arriving at the intersection will clear without delay | | |

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Traffic Volume and Vehicles per Hour (Current)

| Roadway | Left Turn | Straight Thru | Right Turn |
|------------------------------------|-----------|---------------|------------|
| Old Garden River Rd. (North Bound) | 86 | 183 | 67 |
| Old Garden River Rd. (South Bound) | 51 | 14 | 149 |
| | | | |

Discussion

Staff has reviewed the issues stated in the resolution and has the following comments.

- 1) *North bound traffic turning left onto Second Line delays the through traffic from proceeding North on Old Garden River Road.*

During the Fall of 2009, staff from the Traffic Division monitored the Old Garden River Road/Second Line intersection with regard to the movement of traffic. As a result of the initial investigation of the intersection, it was decided to extend the green cycle time by 4 seconds from 26 seconds to 30 seconds.

The Traffic Division has monitored the timing changes at this intersection and it appears that these changes have helped to solve the northbound traffic issues.

Cycle Times (Current)

| Roadway | Cycle Length(seconds) | Green (seconds) | Yellow (seconds) |
|---------------------|-----------------------|---|------------------|
| Second Line | 32 | 26 | 6 |
| Old Garden River Rd | 30 | 26 | 4 |
| Level of Service | B | 90% of vehicles arriving at the intersection will clear without delay | |

- 2) *Cyclists and pedestrians are having a difficult time crossing Second Line as they cannot cross without the light turning red before they reach the other side:*

The change in the cycle time automatically changes the pedestrian crossing times by four seconds. It is felt that these timing changes have rectified pedestrian crossing problems and staff will continue to monitor this location.

There may be future issues with the Hub Trail coming down Old Garden Road, across Second Line and continuing North on Old Garden River Road. It is

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expected that there will be an increase in pedestrian/cyclists. As a result there may be future signal timing changes in the Summer of 2010 to ensure the safe movement of both traffic and pedestrians through this intersection.

3) *Transport sometimes runs the red light on Second Line.*

Police Services have been notified and asked to provide additional monitoring for this intersection.

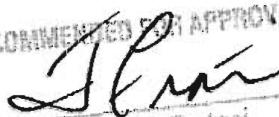
Recommendations

It is staff's recommendations that no further changes be made to the timing of the lights at the intersection of Old Garden River Road and Second Line until such time as the Hub Trail construction passes through this intersection.

Respectfully submitted



J. M. Elliott, P. Eng
Commissioner
Public Works and Transportation Department

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(n)

Randy Travaglini
Manager of Parks



Public Works &
Transportation

March 8, 2010

Mayor John Rowswell
And Members of Council
Civic Centre

Subject: Tree Planting Budget and Improvements

This report has been prepared as a follow-up to the resolution from the Council meeting of November 23, 2009.

Resolution:

Mover - Councillor S. Butland
Seconder - 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.

Discussion

City Parks Tree Planting

The Parks Division of PWT presently has a Tree Planting budget of \$19,835 that includes salaries, materials and equipment. From this amount \$6,000 is allotted for the purchase of trees to be planted within our residential City Parks system. This figure has not changed aside from the minor increases for salaries over the years. From year-to-year Staff has replaced trees which have been removed with new plantings as well as added additional plantings where possible. We intend to continue this process. Staff is of the opinion that the present situation in regards to tree planting within our Parks system is acceptable.

New Subdivision Development

In addition to our Parks planting program, we are also involved in a tree planting program for new subdivisions. Attached is a Council report of July 9, 2007 submitted by the Engineering Department. In this report, it identifies the responsibilities surrounding the planting of trees in new subdivisions. The average cost to plant a tree is approximately \$350 per household. Trees are ordered specifically for this purpose with the funding provided from the Engineering Department. New single-family and rural estate subdivisions are evaluated on a case-by-case basis with recommendations regarding new plantings. In planting these trees, the property owners are contacted and they have an opportunity to select the species of tree.

Cost Breakdown of Tree Planting

The following is a breakdown of the trees purchased since 2005. These figures are specifically for material costs.

2005-\$15,250
2006-\$15,361
2007-\$11,514
2008-\$14,518
2009-\$10,051

These costs include Engineering subdivision trees as well as trees purchased for neighborhood parks.

Additional Monetary Requests

As part of the 2010 Budget, the Parks Division submitted a supplemental request for Council's consideration for \$20,000. The initial amount for 2010 is intended for tree planting in various locations along Carmen's Way. Beyond 2010 it is felt that a \$20,000 increase on an annual basis to the tree planting budget will enable the Parks Division to perform replacement plantings in the boulevards along our streets. With the effects of Dutch Elm disease and the most recent Invasive Specie the Emerald Ash Borer the loss of trees needs to be countered with new plantings. As trees are removed along City streets, these funds would allow us the flexibility in replacing trees based on practicality. Location would be assessed for underground services, overhead services, road visibility allowance, street maintenance etc. This assessment would be performed by the Parks Forestry section.

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Summary

At the present time, the Parks Division's Budget for tree planting within the City parks operation is adequate however; the additional request for planting of Carmen's Way as well as deficient areas and replacements for trees removed along our streets would be an improvement. Staff has submitted a supplementary request for \$20,000 for the 2010 budget deliberations. This request will provide funds for tree planting on Carmen's Way as well as in other areas of the City on an ongoing basis.

The agreement with the Engineering Department is satisfying the needs of new subdivisions development as well as providing the required flexibility between Public Works and Engineering.

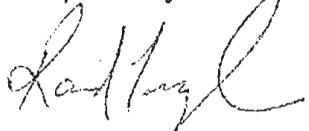
Staff is of the opinion that a "Municipal By-law" regarding City owned trees would be beneficial for the Parks Division to assist issues surrounding construction, line clearing and trimming of municipal trees. This By-Law would regulate the removal, trimming, planting and protection of City owned trees. In addition, the By-Law would enable our Forestry Section to monitor line clearance work performed by contractors as well as construction work thereby ensuring correct arboricultural practices are followed. This By-Law requires the input of our Legal Department to address various legal issues. Introduction of this By-Law would require further research from City staff (Legal, Engineering and Public Works Departments) in order to move in this direction.

Recommendations

It is recommended that Council:

- Consider during the 2010 Budget Deliberations the Supplementary Request of \$20,000 for additional tree planting.
- Staff investigates the developing of the "Municipal By-Law on City Owned Trees".

Respectfully submitted



Randy Travaglini
Manager of Parks

Recommended for Approval

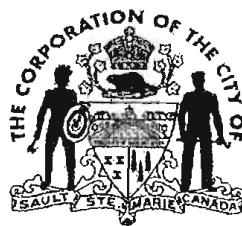


J.M. Elliott
Commissioner

Public Works & Transportation
The Corporation of the City of Sault Ste. Marie 128 Sackville Road ~ Sault Ste. Marie, ON. P6B 4T6
Telephone: (705) 541-7000 ext. 259 ~ Fax: (705) 541-7010 www.cityssm.on.ca

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(n)

July 9, 2007

Mayor John Rowswell
Members of Council

Re: Provision of Trees in New Residential Developments

Purpose

This report has been prepared to inform Council of the provision, care and maintenance of trees in new residential developments by Public Works and Transportation.

Background

Historically, as new residential developments typically require the removal of trees from the subject lands, there has been the requirement for the planting of one tree per lot. Most recently, the developer has borne the responsibility of actually planting one tree per lot at or near the front property line once the landscaping has been completed.

It is the understanding of the City that there have been a number of problems experienced by the developers in their attempt to fulfill their obligation regarding tree planting, including:

- The rate of development in Sault Ste. Marie requires the developer to plant trees over a 5-10 year period of time – with financial guarantees held by the City until such time as all plantings are complete;
- The abutting homeowner does not desire the tree be planted and/or does not agree with the location (accommodating all property services) of the planting;
- The abutting property owner does not agree with the tree type based on the very limited selection provided by the developer;
- The tree is not properly planted and/or properly maintained and does not thrive, and
- The developer does not always complete the landscaping for each lot within the development and therefore the developer must coordinate their efforts with the homeowner or other contractors after the remaining of their responsibilities are complete.

From the City's perspective much time and effort has been spent administering this portion of the work associated with new subdivision developments for many years following the provision of the rest of the services in the development. Many years after the final

acceptance of the works, trees may remain outstanding and become a responsibility that may never be realized.

Provision of New Residential Trees by Public Works and Transportation

It is intended at this time to change the tree planting responsibility to Public Works and Transportation with a rate per metre of lot frontage to be charged to the developer at the time of entering into a subdivision agreement with the City. The funds are to be used by Public Works and Transportation to purchase, plant and care for each tree for one year following the planting. The proposed rate for 2007 is \$15/m which is in line with other municipalities; however, it is to be reviewed annually. The planting shall take place during the growing season following the issuance of an occupancy permit for the subject property.

New single family rural estate subdivisions shall be evaluated on a case by case basis with a recommendation regarding new plantings being the responsibility of the City of Sault Ste. Marie Public Works and Transportation, Parks Division. This recommendation shall be made at the planning stage and the appropriate fee charged at the time of the subdivision agreement, if applicable.

Also, it is intended that the tree be provided at the time of the issuance of the original occupancy permit *only* and that future property owners shall not have the right to require the City to provide a tree once the provision has been waived.

Public Works and Transportation are in agreement with this approach and it is hoped that with their skills and capabilities (ie. tree selection, planting knowledge and landscaping tools and equipment) that the planting program may be completed more effectively with better results within the years to come.

Recommendation

The Engineering and Planning Department recommends that Council accept this report as information and that all Subdivision Agreements entered into from this point forward shall include the provision of trees by Public Works and Transportation with a fee collected from the developer.

Respectfully submitted,

Recommended for Approval

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

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/shb

F:\DATA\COUNCIL\Hamilton-Beach\2007\2007 06 08 Trees - residential sub.doc

THE AGENDA

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 S. Butland
Seconder - Councillor J. Caicco

Whereas the tree planting program and budget has ostensibly been decreased to a non-effective level (\$6,000.00); and

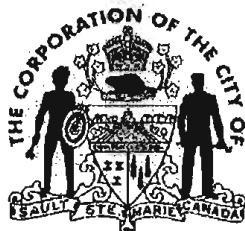
Whereas a previous resolution (May 12, 2008) dealing with the Sault's "Tree Canopy" will deal specifically with commercial developments;

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.

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

5(3)

6(6)(a)



2010 03 08

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application A-3-10-Z – filed by City of Sault
Ste. Marie Planning Division

REQUEST: The applicant, the City of Sault Ste. Marie
Planning Division is requesting Council's
permission to give public notice for a number of
minor amendments to Zoning By-law 2005-150
and Special Exceptions By-law 2005-151.

INTRODUCTION

In October 2005, City Council passed Zoning By-law 2005-150. At that time, planning staff noted that an annual review and subsequent minor amendments would be required to ensure that the By-law remains current. This report outlines the fourth set of minor amendments since the by-law was adopted.

Continually reviewing the By-law ensures an accurate reflection of the community's changing development requirements. In most cases, the proposed changes are required to more clearly communicate the original intent of the regulations or respond to changing development trends.

Public Notice

On January 25, 2010, City Council reviewed the proposed minor amendments and passed a resolution directing staff to provide public notice. In accordance with the Planning Act, notice outlining proposed changes was posted on the City's website, and an ad was posted in the Sault Star. There were also two (2) site specific mail-outs pertaining to the two (2) map changes outlined below. To date, there have been no objections received from the public.

TEXT AMENDMENTS TO ZONING BY-LAW 2005-150

2.9 Definition of The Downtown

In 2008 the Official Plan Definition of the Downtown was amended as follows:

The Downtown is defined as all properties bounded by or with frontage on:

The north by:

- Wellington Street, including those properties on Bruce Street south of Huron Central Railway

The south by:

- St. Mary's River waterfront

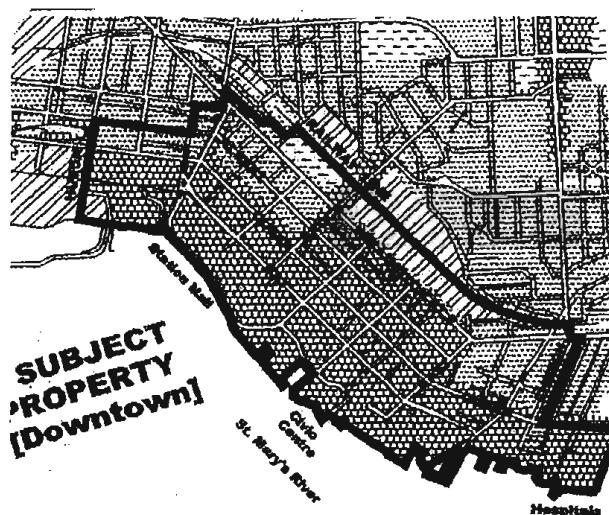
The East by:

- Church Street
- Queen Street East
- The easterly property line of the hospital lands

The West by:

- North Street
- Cathcart Street
- Andrew Street
- Albert Street West
- Huron Street

In 2009 the Zoning By-law was also amended to mirror the Official Plan definition of the Downtown, although Albert Street West, which bounds the defined downtown to the west, was inadvertently left out. This amendment proposes to add Albert Street West as a western boundary to the defined Downtown.

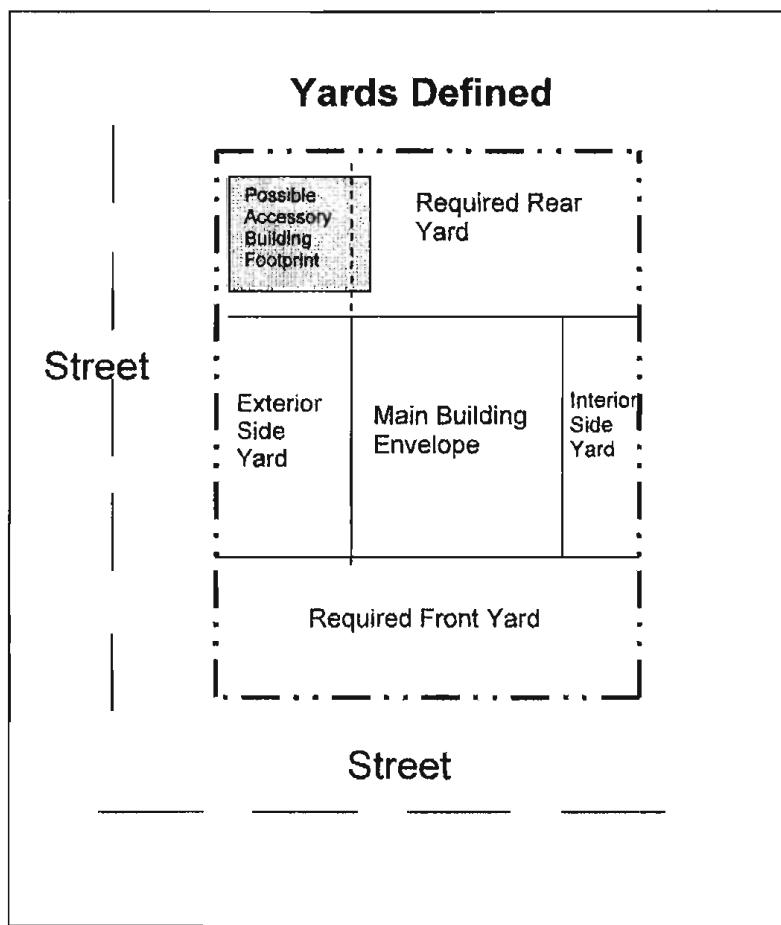


2.47 Definition of Exterior Side Yard

Referring to the sketch below, an exterior side yard is currently defined as 'A side yard immediately adjoining a public street, extending between the front yard and rear yard.' To ensure safety and consistency, especially in single detached residential areas, the exterior side yard setback is generally the same as the front yard setback.

Based on the current definition of an Exterior Side Yard, on corner lots accessory buildings are permitted in a rear yard, and as per the sketch below, may be erected very close to the lot line adjacent to the street. This was not the intent of the By-law.

This amendment proposes to change the definition of an Exterior Side Yard so that it extends between the required front yard and rear lot line.



4.2 Permitted Projections Into Required Yards – Canopies

Section 4.2 outlines specific structures that may encroach into a required yard, including eaves, chimneys, heating and air conditioning units, and awnings. In terms of the Streets by-law and the Ontario Building Code, awnings are retractable and canopies are fixed.

This amendment proposes to add 'canopies' as a structure that is permitted to project into a required yard. Canopies, like awnings, may project a total of 0.3m into an interior side yard, and 1m into any other yard.

4.8 Sight Triangle Requirements for Buildings and Structures

Sight triangle setbacks ensure that buildings and structures are not located in a manner that blocks one's sight when travelling along the roadway. The current requirements do not specifically apply to landscaping, although the section has been interpreted to include landscaping, for public safety purposes.

This amendment proposes to note that within a site triangle, no landscaping shall be planted that will grow higher than 0.75m above established grade. Existing and new trees may be planted, so long as no part of the canopy grows below 2m above established grade.

4.9 Buffer Requirements

Where non-residentially zoned lots/uses abut residential or rural area properties, the Zoning By-law requires buffering to ensure that residential and rural area uses are protected from abutting off-site impacts.

Currently there are two (2) buffering options available:

- a) 0m wherever a planted strip contains a 100% visually solid fence of at least 1.8m above established grade.
- b) 3m wherever such a planted strip contains a continuous hedgerow of evergreens, bushes, shrubs, or a berm, which shall reach at least 1.8m above established grade.

In many instances, especially on larger Industrial or Rural Area properties, there may be significant existing vegetation which may also act as an appropriate buffer.

This amendment proposes to remove 'bushes and shrubs' from 4.9 (b) and add the following new option:

- c) 15m, wherever such a strip contains existing vegetation of at least 1.8m above established grade that provides an effective visual barrier.

4.11.5 Reduced Side Yard Requirements for Existing Lots Lacking the Required Frontage

Section 4.11.5 permits side yard reductions where existing lots lack the required frontage. Such reductions are intended to be applied to *Interior* side yards only, and not *Exterior* side yards. To more clearly indicate the overall intent, this amendment proposes to add 'Interior' to the section.

| Lack of Required Frontage | Interior Side Yard Requirement |
|---------------------------|------------------------------------|
| 0-3m | 75% of Required Interior Side Yard |
| Greater Than 3m | 50% of Required Interior Side Yard |

The original intent of this provision was to provide amnesty for all existing lots, which are defined as those lots existing on or before October 2005. The most common situations are located at Pointe Aux Pins, Pointe Aux Par, Nokomis Beach, and Sunnyside Beach, although there are a number of residential properties in older subdivisions throughout town.

Allowing property owners to provide only 50% of the required interior side yard has created issues, especially in the Rural Area and "R1" (Estate Residential) zone, where the reduced setbacks have impacted the overall character of the areas. In many instances, the proponents could achieve 100% or 75% of the required yards, but because 50% is permitted, that becomes the build to standard.

This amendment proposes to delete the table and note that where existing lots do not have the required frontage, they may reduce the interior side yard requirement to 75% of the required interior side yard. Where this cannot be achieved, Committee of Adjustment approval will be required.

5.3.5 Parking Spaces on Neighbouring Lots

The By-law permits the provision of required parking spaces on neighbouring lots in the Downtown and all Commercial and Industrial zones, subject to a number of regulations.

Over the past year a number of apartment developments have been proposed where required parking is provided on abutting or contiguous properties. In some cases multiple apartments were developed on one property, but for financial purposes the property was later divided and placed under separate ownership, even though from a practical standpoint the properties may function as one.

This amendment proposes to allow Apartment Buildings, as defined in the Zoning By-law, to provide required parking spaces on abutting or contiguous properties.

Further, it is proposed that Section 5.3.5.D be amended by allowing neighbouring parking spaces to be provided on lands zoned "I" (Institutional), "R4" (Medium

Density Residential) zone, and "R5" (High Density Residential) zone, in addition to Commercial and Industrially zoned properties.

5.6.1C Required Off-Street Stacked Spaces for Drive Thru Facilities – Reduction for Non-Food Related Drive Thru Facilities

Over the past several months a number of non-food related developments with drive thru facilities have come forward. Pharmacies with a drive-thru for medication are most common. Movie rental establishments are another example. Section 5.6.1C currently groups all drive-thru's together, requiring at least ten (10) stacked spaces counted back from the pick up or service window. While ten (10) spaces is appropriate for food service uses such as a coffee shop or fast food outlet, it is too high for non-food related drive-thru's, which have a much lower demand, and are not subject to peak periods like food services.

This amendment proposes to reduce the required stacked spaces for non-food related uses, from ten (10) to four (4).

9.7.1 & 9.7.2 "R3" (Low Density Residential) zone Permitted Uses and Building Regulations – Additional Permitted Use: Multiple Attached Dwellings

Providing a mixture of housing is an important part of developing complete neighbourhoods, with a variety of housing opportunities for a variety of people throughout different stages of their lives. In many instances new subdivision proposals have included a variety of housing types. In these cases the developer needs to know upfront exactly which lots need to be zoned in accordance with the differing dwelling types. Given that in many instances it can take several years between draft subdivision approval and the actual development of the subdivision, demand and development trends can change, resulting in rezoning applications.

This amendment proposes to add Multiple Attached Dwellings (townhouses) as a permitted use in an "R3" (Low Density Residential) zone. The resulting "R3" zone will permit single detached, semi, & multiple attached dwellings. Multiple attached dwellings will be subject to the same lot requirements and building setbacks as outlined in the "R4" (Medium Density Residential) zone.

The amended "R3" zone will give developers more flexibility in determining the dwelling unit split within a new subdivision. This increased flexibility will also apply to new townhouse developments on existing "R3" properties that are large enough to meet minimum building standards. Such residential intensification opportunities are also consistent with the Provincial Policy Statement.

13.4.1 Permitted Uses in the "C3" (Riverfront) zone – Nursing Homes

The "C3" (Riverfront) zone has been applied to the waterfront area south of Bay Street, between the Gateway Site and the hospitals. Additional setbacks from the water, a narrower scope of permitted uses, and high quality landscape

requirements are intended to create a pleasant park-like setting catering to tourists and locals as they travel along the waterfront.

Currently, nursing homes are not permitted in the C3 Zone, although such uses would fit within the overall intent of the zone. From a land use perspective, nursing homes are similar to apartments and other higher density residential uses. Such uses may also be appropriate as part of the future redevelopment of the hospital site. This amendment proposes to add 'Nursing and Residential Care Facilities' as a permitted use in the Riverfront Zone (C3).

13.5.2 "C4" (General Commercial) zone and "HZ" (Highway) zone Building Regulations – Max. Height

The "C4" and "H" zone building regulations currently restrict maximum building heights to 12m and 10m respectively. Given the built form and scope of uses permitted in these zones, it is appropriate to eliminate maximum height restrictions. In order to reduce the impacts to abutting properties, setbacks in the "HZ" (Highway) zone are currently based upon the overall percentage of building height.

This amendment proposes to remove Maximum Building Heights from the "C4" and "HZ" zones, and amend the "C4" building setbacks to the following:

| | Existing Setback | Proposed Setback |
|---|---|---|
| Front Yard | 7.5m | 6m (reduced to be consistent with HZ setback) |
| Exterior Side Yard | 7.5m | 6m (reduced to be consistent with HZ setback) |
| Interior Side yard Abutting a Residential Zone | 0m 3m | 0m 3m or 50% of the building height, whichever is greater |
| Rear Yard Abutting a Residential Zone | 3m 10m | 3m or 30% of the building height, whichever is greater 10m or 50% of the building height, whichever is greater |
| Landscaped Open Space | 50% of required front and exterior side yards | |

14.3.1 "M1", "M2" & "M3" (Light, Medium & Heavy Industrial) zones Permitted Uses – Caretakers Dwelling Unit

The Industrial zones currently permit 'Caretakers Dwelling Units', which are living accommodations for a caretaker, employee or other maintenance person employed on the premises.

Given the scope and nature of industrial uses, and caretakers dwelling units serving as primary residences, Minimum Distance Separation requirements as per the Ministry of Environment will apply. In many instances, such requirements will not be achievable.

As well, given security system technology, caretaker dwelling units are not common within an industrial setting.

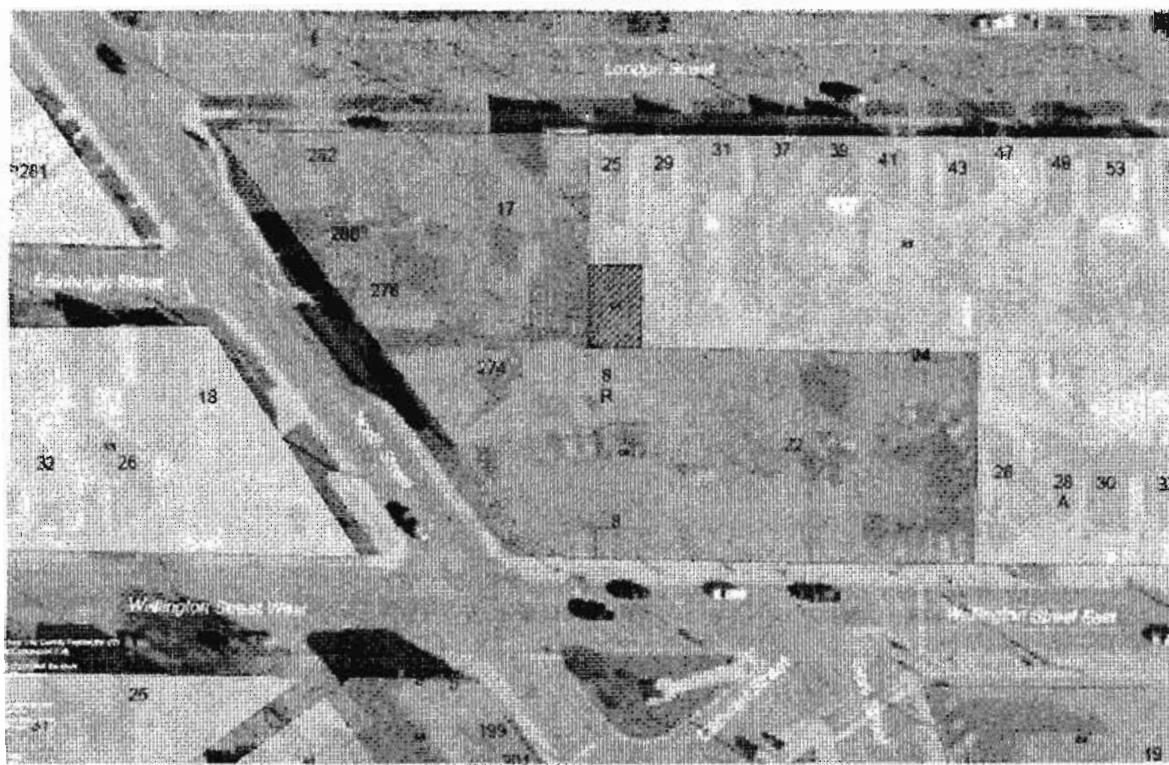
This amendment proposes to remove Caretakers Dwelling Units as a permitted use "M1", "M2" & "M3" (Industrial) zones. Such uses may be permitted on a case-by-case basis, subject to Council's approval, which should be based on whether or not the Ministry of Environment's D-series Minimum Distance Separation Guidelines can be achieved.

MAP AMENDMENTS TO ZONING BY-LAW 2005-150

"R3" to "C4": A Portion of 274 North Street behind Storey Furniture

The portion of the subject property that is hatched on the map below was inadvertently zoned "R3" (Low Density Residential) zone, even though the parcel has been occupied by part of Storey Furniture's building.

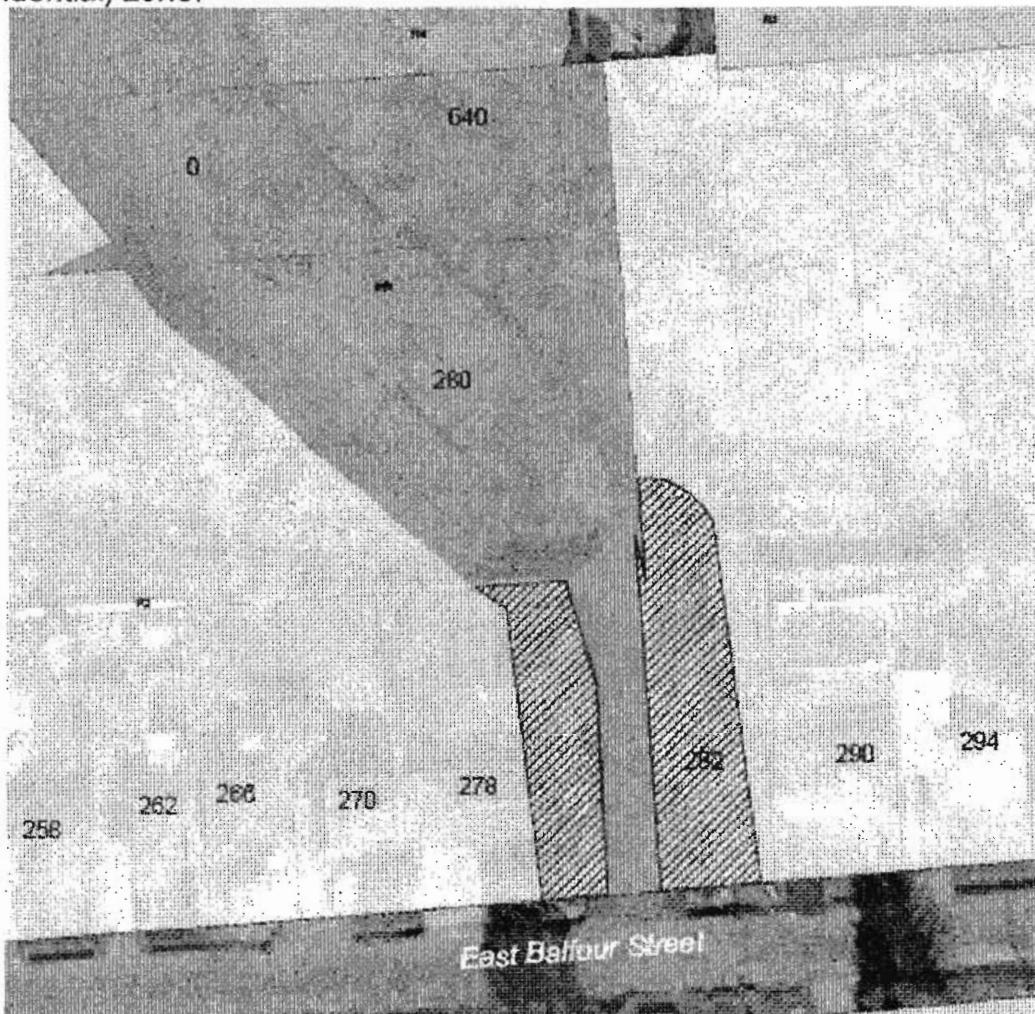
This amendment proposes to rezone the property from "R3" (Low Density Residential) zone to "C4" (General Commercial) zone.



"PR" to "R2": 278 & 282 East Balfour Street

The original intent of the "PR" (Parks and Recreation) zone was to protect the West Davignon Creek. The portion of the Creek just north of East Balfour Street has been channelled with an underground concrete box culvert. Consequently, the "PR" zone need not be extended beyond the edge of the concrete channel.

This amendment proposes to rezone the 'hatched' portions of 278 and 282 East Balfour Street from "PR" (Parks and Recreation) zone to "R2" (Single Detached Residential) zone.



Correspondence (attached) from the Conservation Authority notes no objection to the approval of the proposed rezoning of 278 and 282 East Balfour Street, although it is noted that this area is under the jurisdiction of the Conservation Authority and as such, a permit is required prior to any development or site alteration.

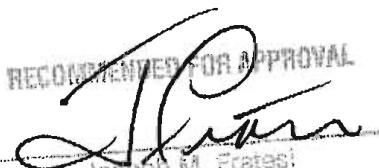
SSMRCA also notes that the subject properties are under the consideration of the Drinking Water Source Protection Program as they are located within a Potential Recharge Area, and the 5 Year Capture Zone of the Steelton Municipal

6(6)(a)

Well. Although residential uses pose a minimal threat to the groundwater aquifer, property owners are reminded to ensure the that safeguards are in place to ensure the proper storage and handling of chemicals and petroleum products.

Planning Director's Recommendation

That City Council approve the proposed amendments to Zoning By-law 2005-150.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

PT/pms

Data\APPLIREPORTVA-3-10-Z-Minor Amendments to Zoning By-law #4 jan 2010.doc

6(b)(a)

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: February 12, 2010 10:20 AM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: SSMRCA Response - A-3-10-Z-b
Attachments: 278_282EastBalfourStreet_A-3-10-Z-b_12Feb10.pdf

February 12, 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: (received Notice of Public Meeting Feb. 12, 2010)

Application # **A-3-10-Z-b**
 City of Sault Ste. Marie
 Re: 278 and 282 East Balfour Street
 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. The subject properties are adjacent to the Central Creek Flood Control Channel, owned by SSMRCA and are within the O.Reg. 176/06 regulated area because of the close proximity of the channel.

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 and the 5 Year Capture Zone Sensitivity 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)

RECEIVED
CITY CLERK

FEB 25 2010

NO.: 51607

DIST: Planning

Agenda-

To: D.P. Irving, City Clerk
P.O. Box 580
Sault Ste. Marie ON
P6A5N1

Re:Application No. A-3-10-Z - filed by The City of Sault Ste Marie

Minor Amendments to Zoning By-law 2005-150.

Text changes: Riverfront Zone (C3) Additional Permitted Use - Nursing Homes

Nursing homes shouldn't be allowed on the Riverfront at whim. If an existing building is renovated (eg SAH) then a special exception permit might be granted rather than allowing nursing homes anywhere on valuable riverfront parkland.
The riverfront should be zoned parks and recreation forbidding buildings of any kind.

Carol Gartshore
109-99 Pine Street
Sault Ste. Marie ON
P6A3Y3

TRAIL NETWORK
Sault Ste. Marie

The Hub Trail, a 24-kilometre non-motorized recreational trail linking Sault Ste. Marie, is expected to be 85 per cent completed by the end of this year and fully completed by 2012. The trail under development the last couple of years will link neighborhoods and major recreational areas and connect the waterfront walkway with other walking and cycling trails in the community.

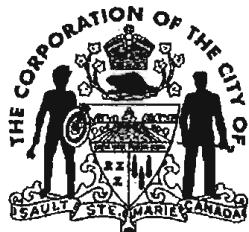
Significant points of interest to be connected will include Bellevue Park, Algoma University, Sault College, the new Sault Area Hospital and the Fort Erskine Conservation Area.

Funding has recently been approved for three kilometres of trail from the north end of Carmen's Way, across Second Line, and through Fort Creek to Third Line.

The four-season urban trail system will be able to accommodate cycling, walking, in-line skating, cross country skiing and wheelchair use.

City council is already talking expansion of the trail network and has started investigating linking the trail with parks, recreation centres and well used public venues. Q3/02/11

6(b)(b)



2010 03 08

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-6-10-Z – filed by Sar-Gin Developments (Sault) Limited

SUBJECT PROPERTY:

Location – Located on the west side of Great Northern Road, approximately 95m (312') south of its intersection with Drive In Road, civic no. 671 & 683 Great Northern Road

Size – Approximately 92m (302') frontage x 263m (863') depth; 97 ha (2.42 acres)

Present Use – Mixed Use Commercial

Owner – Sar-Gin Developments (Sault) Limited

REQUEST:

The applicant, Sar-Gin Developments (Sault) Limited, is requesting to rezone the rear 108m of the subject property from "M.2" (Medium Industrial) zone to "H.Z.S" (Highway) zone with Special Exception 215 extended from the front portion of the property. The effect of the application is to facilitate the development of a 25,000 – 35,000 sq. ft. commercial building.

CONSULTATION:

Engineering – See attached Letter

Building Division – See attached letter

Legal Department – No comments

PUC Services – See attached letter

Fire Services – No objection

CSD – No concerns

Municipal Heritage Committee – No concerns
PW&T – No comments
Conservation Authority – See attached letter
Accessibility Advisory Committee – See attached letter

PREVIOUS APPLICATIONS

In 2007 Council approved a request to increase the amount of permitted retail sales, from 15% to 50% gross leaseable floor area. In 2008 Council approved an application to further amend the zoning to increase the amount of permitted office uses, up to a maximum of 30% gross leaseable floor area.

Conformity with the Official Plan

The front 94m (308') of the subject property is designated Commercial and the rear 108m (354') is designated Industrial on Land Use Schedule "C" of the Official Plan. The applicant is proposing to rezone the rear 108m of the subject property from industrial to commercial. Official Plan land use designations are intended to be flexible when they do not coincide with physical features such as streets, railways, or rivers. In this case the Industrial/Commercial interface does not coincide with a physical feature.

The applicant is also proposing to extend special exception 215 from the front portion of the property to the rear 108m of the parcel. Special exception 215 permits a variety of industrial uses. Consequently, there remains industrial potential upon the rear portion of the property and an Official Plan Amendment is not required.

Commercial Policy "C2" of the Official Plan requires that new commercial developments in excess of 4000m² (43,057 sq. ft.) undertake a market study to assess the impact on existing facilities prior to approval. The applicant is proposing a commercial building of not more than 3251.5m² (35,000 sq. ft.) and as such a retail impact study is not required prior to approval.

Comments

The applicant is requesting to rezone the rear 108m of the subject property from "M.2" (Medium Industrial) zone to "H.ZS" (Highway) zone with Special Exception 215 extended from the front portion of the property. The effect of the application is to facilitate the development of a 25,000 to 35,000 sq. ft. commercial building. Referring to the site plan attached, the commercial building is proposed to be located behind the four (4) existing buildings at 671 & 683 Great Northern Road.

Referring to the maps attached, the character of this area is mixed, with properties fronting on the west side of Great Northern Road zoned "HZ" (Highway) zone and those along the east side of Great Northern Road zoned "C4" (General Commercial) zone. The area behind the subject property is zoned "M2" (Medium Industrial" zone.

Given the existing commercial development on the front portion of the subject property, it is appropriate to rezone from industrial to commercial. The existing four (4) buildings total approximately 47,400 sq. ft. Although there is an industrial component to the development, the majority of the 47,400 sq. ft. of leaseable area is occupied by commercial or quasi commercial uses.

The proposed 25,000 to 35,000 sq. ft. commercial building will result in approximately 50,000 to 60,000 sq. ft. of leaseable area upon the site. Special Exception 215 limits retail sales to a maximum of 50% (25,000 – 30,000 sq. ft.) gross leaseable area (GLA) and office uses to a maximum of 30% (15,000 – 18,000 sq. ft.) GLA. Under the current zoning, the potential for retail sales is not more than 35,000 sq. ft., well within the 43,000 sq. ft. area where a retail impact study is required.

As previously mentioned, even though the development functions as one, it occupies two separate properties. Based on the preliminary site plan attached, the proposed commercial building will occupy both properties. Consequently, reductions to interior side yards must be reduced to 0, to allow the building to straddle the property line, which equally bisects the development.

Correspondence from the Building Division (attached) further notes that the building will straddle the property line, and as such Building Code issues with respect to separation of buildings must be resolved. The applicant has since resolved this issue with the Building Division, to the satisfaction of the Chief Building Official. It is also noted that there are outstanding occupancy permits with the existing buildings. The applicant is aware that this issue must be resolved prior to the issuance of a permit for the proposed building.

Correspondence from Engineering (attached) notes that the existing stormwater management report contains information pertaining to the site with four (4) buildings. Prior to development, an updated stormwater management plan and a servicing plan will be required.

PUC Services Inc. (correspondence attached) wishes to advise the owner to contact PUC Services directly to confirm requirements and availability of electrical and water utility services.

The Sault Ste. Marie Region Conservation Authority (correspondence attached) notes that the subject property is not within the Conservation Authority's jurisdiction and a permit is not required prior to development or site alteration. It is however noted that the subject property is under the consideration of the Source Water Protection Program, as it is within the Potential Groundwater Recharge Area and the 25 Year Capture Zone Sensitivity Area. The applicant is therefore urged to ensure that safeguards are in place for the proper storage and handling of chemicals and petroleum products, both during and after construction.

The attached correspondence from the Accessible Advisory Committee outlines the importance of ensuring that barrier-free elements are included in the development of the site. The AAC also requests a site plan.

Given the commercial nature of the proposal, the need for updated drainage and servicing plans, and the importance of including barrier-free elements and landscaping, it is recommended that the rear portion of the property be deemed subject to Site Plan Control. The existing 4-building development along the front portion of the property is already subject to Site Plan Control.

SUMMARY

Currently zoned "M2" (Medium Industrial) zone, the applicant is proposing to rezone the rear portion of the subject property to "HZ" (Highway Zone) and extend Special Exception 215 to encompass the entire property. The effect of this application is to facilitate the construction of a 25,000 to 35,000 sq. ft. commercial building. Special Exception 215 permits in addition to those uses allowed in a Highway Zone, a number of industrial uses such as 'subcontractor's shops', 'Warehousing', and 'delivery and courier services' to name a few. Special Exception 215 also permits up to 30% GLA to be utilized for office purposes and not more than 50% GLA to be utilized for retail sales.

Given the commercial character of the area, including the four (4) buildings occupying the front portion of the subject property, it is appropriate to rezone the rear portion from Industrial to Commercial. The portion to be rezoned is relatively small (2.43 acres) and impacts to the City's industrial land inventory will be negligible. There are also a number of similarly sized and larger vacant Industrial "M2" properties further north on Great Northern Road.

It is worth noting that given recent developments, as well as constraints identified on the Black Road Industrial area, Planning Division is reviewing the Municipality's industrial land inventory, including the identification of future industrial land demand and supply.

6(b)(b)

Planning Director's Recommendation

That City Council approve the application and rezone the rear 108m (354') of the subject property (671 & 683 Great Northern Road) from Medium Industrial Zone to Highway Zone with Special Exception 215 (HZ.S215), subject to the following conditions:

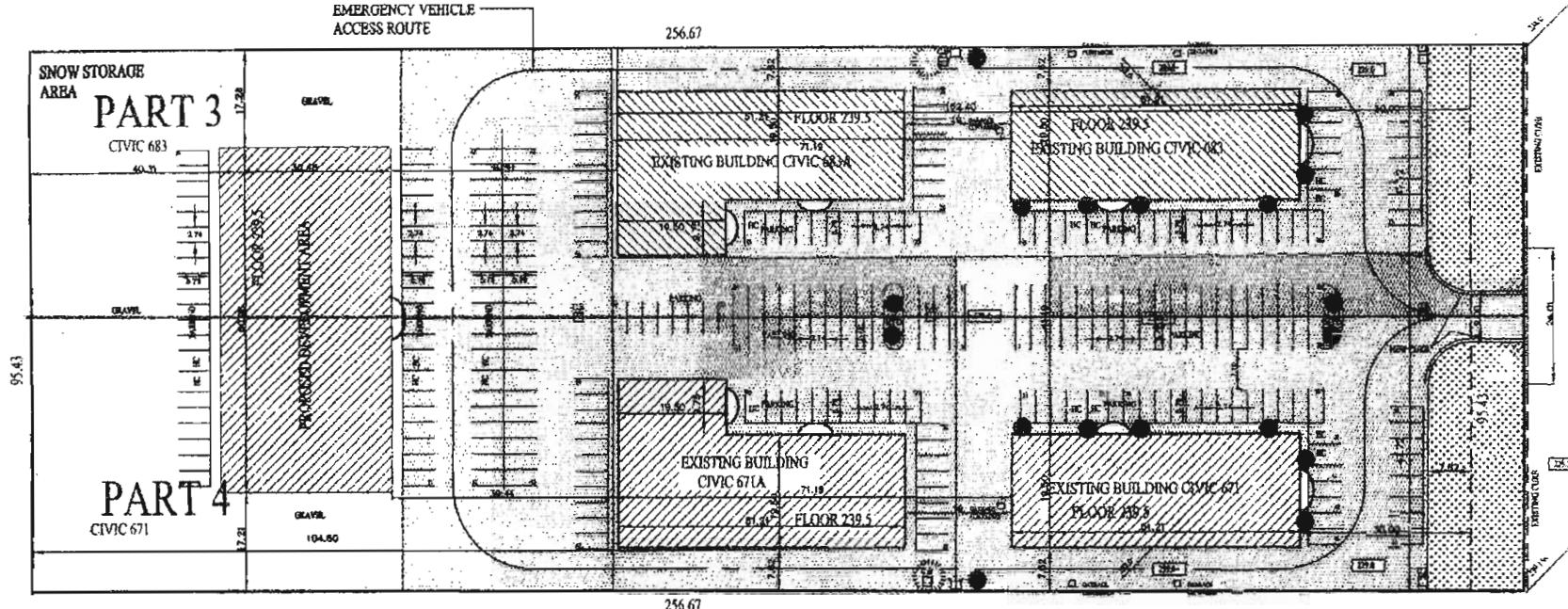
1. That the rear 108m (354') of the subject property be deemed subject to Site Plan Control.
2. That the interior side yard on the rear 108m of the common lot line between 671 & 683 Great Northern Road be reduced to 0.

PT/pms

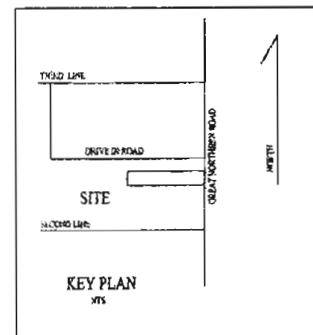
PUBLIC NOTICE – 2010 03 08, Council Chambers, Civic Centre

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

Data\APPL\REPORT\6-10-Z.doc



GREAT NORTHERN ROAD



SITE PLAN

SOUTH HALF PART 13, REGISTERED COMPILED PLAN
H-744, CIVIC NO 671&691 GREAT NORTHERN ROAD
SAULT STE MARIE, ON.

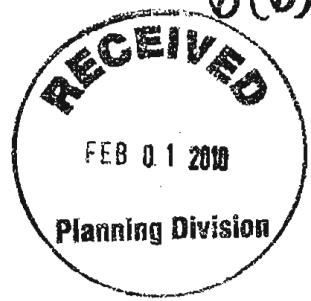
SCALE 1:100

| | | |
|--|-------------------|--------------------|
| AREA OF SITE | 2.53 Ha | |
| DEVELOPMENT AREA | EXISTING 1.55Ha | PROPOSED 2.53Ha |
| AREA OF BUILDING | EXISTING 4365 MSQ | PROPOSED 6223 MSQ. |
| NO OF PARKING | EXISTING 198 | PROPOSED 282 |
| AREA OF GRASS | 612 MSQ. | |
|  LAWN | | |
|  ASPHALT | | |
|  BUILDING | | |
| — — — | PROPERTY LINE | |



CAIRNS ENGINEERING INC.
142 INDUSTRIAL COURT UNIT 3 - BURTON, ONTARIO N4P 2C6
PHONE - 705-254-2640 FAX - 705-254-2645
E-MAIL - cairns@rogers.com

SP1



2010 02 01

Our File: A-6-10-Z & DC

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION No. A-6-10-Z
SAR-GIN DEVELOPMENTS (SAULT) LIMITED
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

The Engineering Department has reviewed the above noted application, and has determined that an updated stormwater management plan is required.

The attached stormwater management report was forwarded to the Building Department on April 16, 2007, and contained information for a proposal involving four buildings. At that time, the Consultant indicated that they would be updating the plan again, if a fifth building was required. The Engineering Department has not received an updated plan as of yet.

A servicing plan showing storm and sanitary services should also be provided. If you require anything further please, contact me.

Sincerely,

A handwritten signature in black ink that reads "C. Taddo".

Catherine Taddo, P. Eng.
Municipal Services Engineer

Attach.

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

6(6)(b)

Pat Schinners

From: Don Maki
Sent: February 08, 2010 3:20 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning application A-6-10-Z 671- 683 Great Northern Road

Hi Don

The above noted properties are separate. It would appear based on the plans supplied that it is proposed to erect a building straddling the property line. Matters related to zoning by-law setbacks and Building Code issues with respect to separation of buildings at a property line should be resolved. We also have outstanding issue with respect to the issuance of an occupancy permit for some of the exiting buildings.

Don

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399

101
66(b)



PUC SERVICES INC.
ENGINEERING DEPARTMENT
765 QUEEN STREET EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

Feb. 5, 2010

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

FAXED: (705) 541-7165

Dear Sir:

Re: Application A-6-10-Z
671 & 683 Great Northern Road

PUC wishes to advise that the owner contact PUC Services directly to confirm requirements and availability of electrical and water utility services.

Yours truly,

PUC SERVICES INC.

Kevin Bell, P. Eng.
Manager of Engineering

KB*ds

6(6)(b)

Pat Schinners.

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: February 05, 2010 11:16 AM
To: Pat Schinners
Subject: SSMRCA Response - A-6-10-Z

February 5, 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-6-10-Z**
 Sar-Gin Developments (Sault) Limited
 671 & 683 Great Northern Road
 Sault Ste. Marie

The subject property is not 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.

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 and the 25 Year Capture Zone Sensitivity 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)



February 01, 2010

Don McConnell
Planning Director
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW – A-6-10-Z (671 & 683
Great Northern Road)**

Dear Mr. McConnell

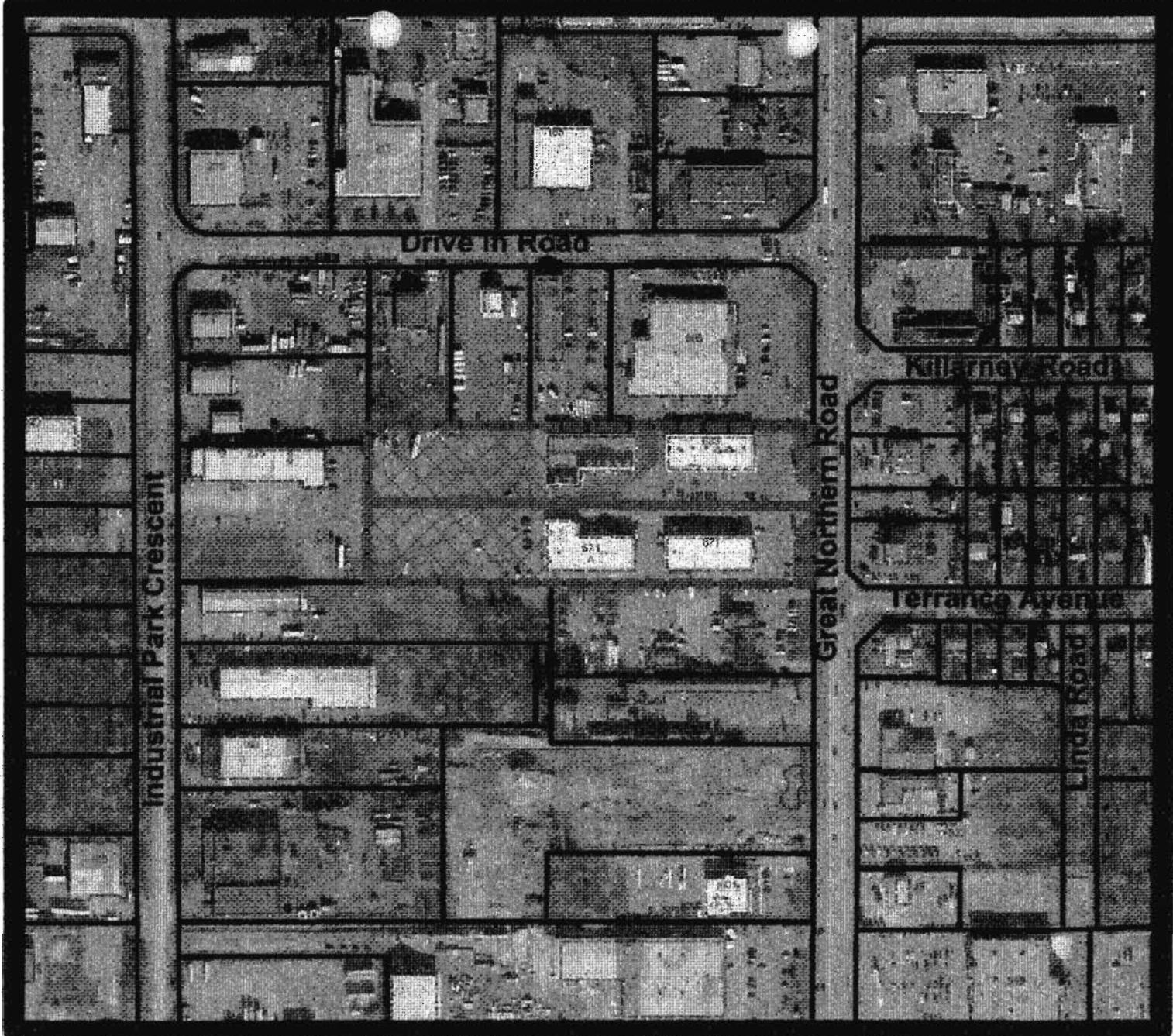
The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: ensure Barrier Free Accessible Parking standard (Zoning By-law) is followed. If public parking is available then lot must be paved not gravel.
2. Walkways & Sidewalks: Great Northern Road does not have pedestrian access on the west side. This will continue to be a problem as more developments are created.
3. Curb Cuts: ensure that accessible entrances include at grade or curb cuts
4. Ramping: n/a
5. Transit Access: will be problematic without sidewalks
6. Lighting: ensure bright lighting is installed
7. Signage: Accessible Parking signage (In accordance with MTO signage) must be centred in the parking space according to parking bylaw (not posted on building or on a light pole)
8. Other: not at this time

Thank you for your attention to these recommendations.

We request a Site Plan We do not want a Site Plan for review



2008 ORTHOPHOTO

APPLICATION NO: A-6-10-Z
671 & 683 GREAT NORTHERN ROAD



Legend



Subject Property - 671 & 683 Great Northern Road

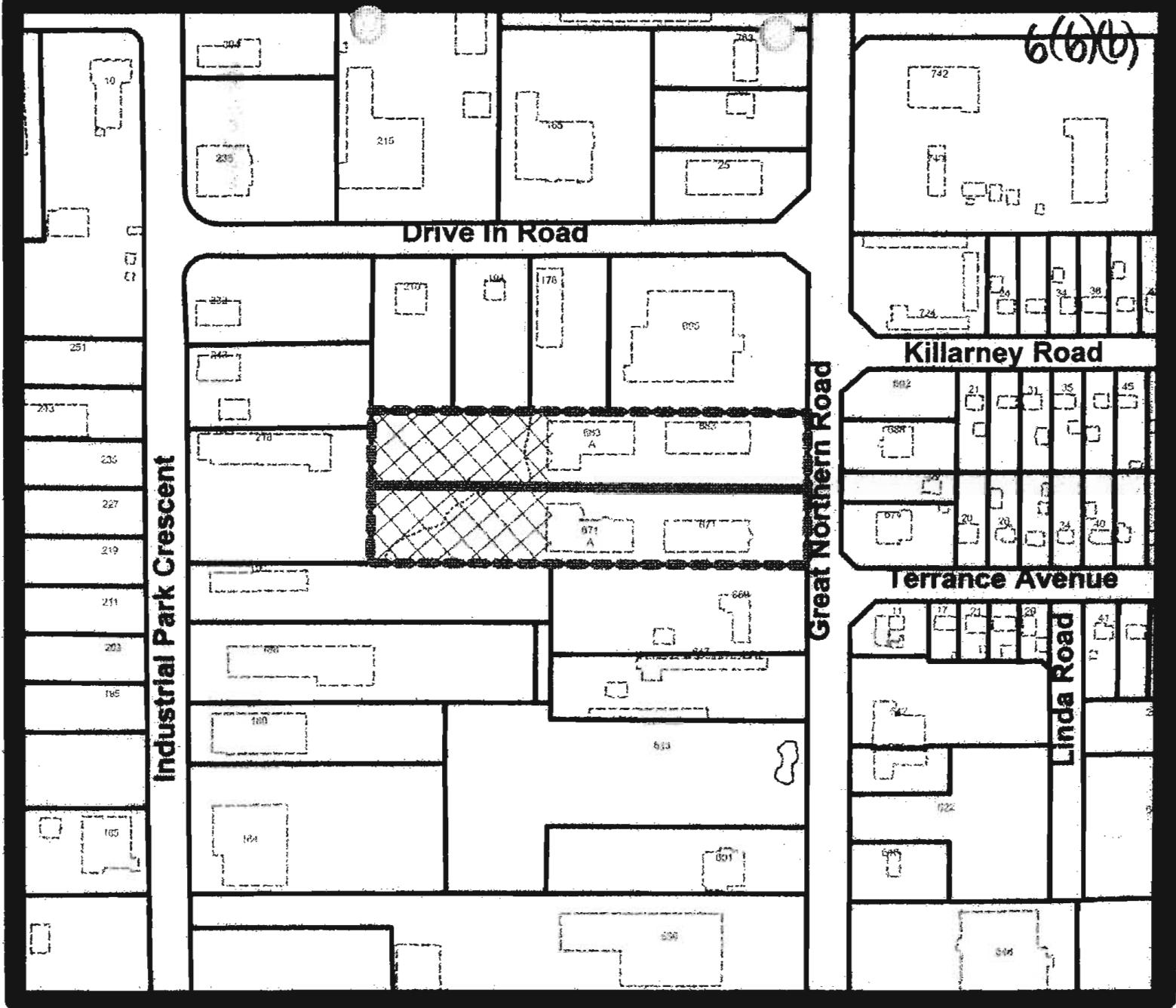


Area to be Rezoned

Metric Scale
1 : 3500

Maps
98 & 1-112

Mail Label
A6-10



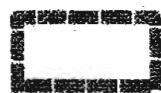
SUBJECT PROPERTY MAP

**APPLICATION NO: A-6-10-Z
671 & 683 GREAT NORTHERN ROAD**



Metric Scale
1 : 3500

Legend



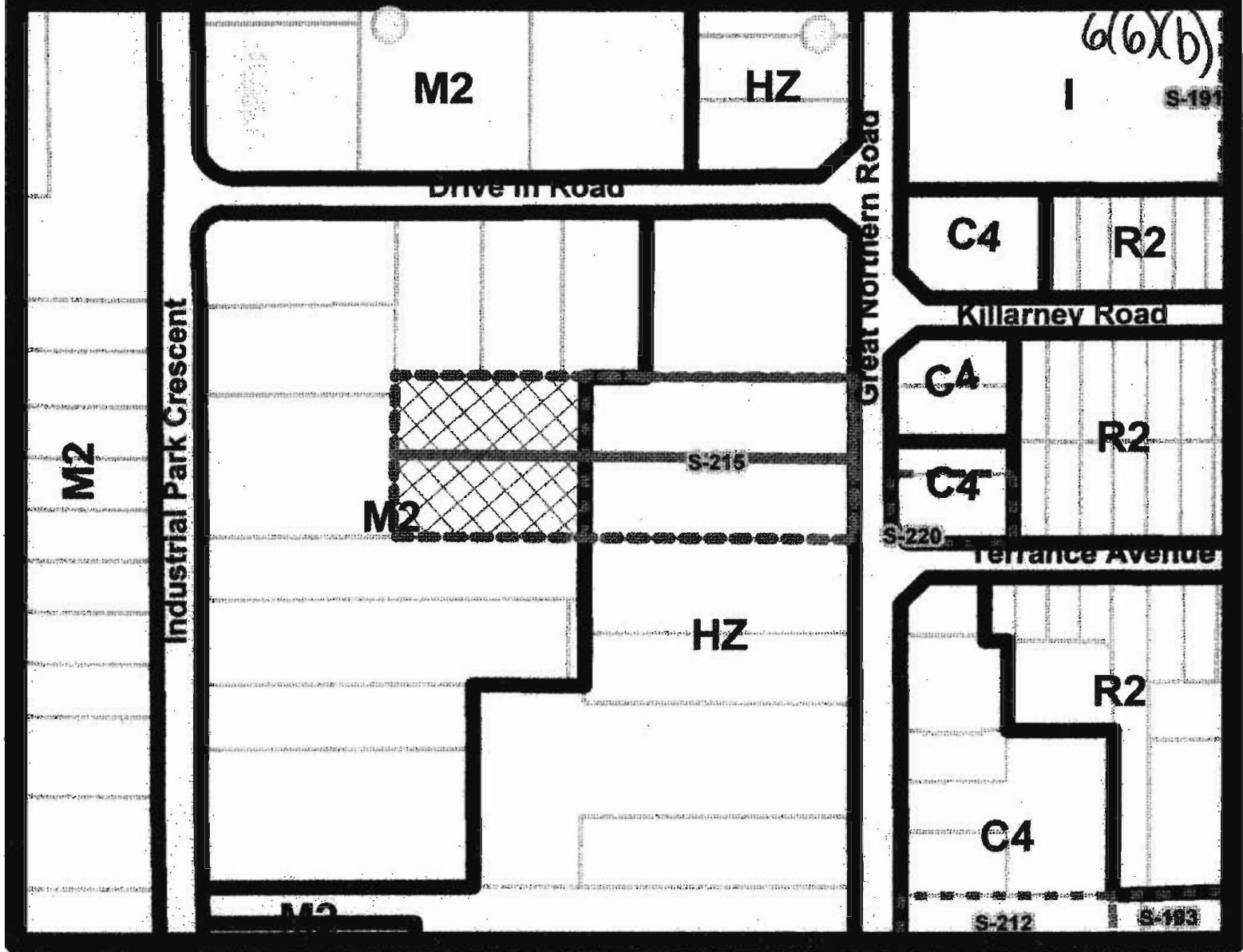
Subject Property - 671 & 683 Great Northern Road



Area to be Rezoned

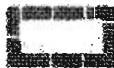
Maps
98 & 1-112

Mail Label
A6-10



EXISTING ZONING MAP

APPLICATION NO: A-6-10-Z
671 & 683 GREAT NORTHERN ROAD



Subject Property - 671 & 683 Great Northern Road



Area to be Rezoned



HZ - Highway Zone



M2 - Medium Industrial Zone



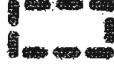
C4 - General Commercial Zone



R2 - Single Detached Residential Zone



I - Institutional Zone



S-Number = Special Zoning Bylaw 2005-151



Metric Scale
1 : 3500

Maps
98 & 1-112

Mail Label
A6-10

b(8)(a)



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



DEVELOPMENT
Sault Ste. Marie
Ontario, Canada



TOURISM
Sault Ste. Marie
Ontario, Canada



ENTERPRISE
CENTRE
Sault Ste. Marie
Ontario, Canada

March 2, 2010

Mayor and City Councillors

RE: REPORT FROM SSMEDC for 2010 SSM Trade Mission to Italy and Application to the City Economic Development Fund to support the Mission

The City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation have established an International Relations and Global Logistics programs that reaches out to the world to develop global relationships between Cities, Economic Development Organizations, and Businesses. As well the SSMEDC has developed criteria and rationale as to the Countries and Communities that we forge relations with in accordance with our International Relations and Global Logistics Strategy.

On November 23, 2009, City Council passed a resolution based upon discussions between Mayor John Rowswell and one of our major employers, Tenaris Group, and subsequently an invitation has been received from the Mayor Claudia Maria Terzi of Dalmine (Bergamo), Italy inviting Sault Ste. Marie to create a twinning with their City. As well, Mayor Rowswell has received input from City Councillors and Community Members and it is recommended that the City of Sault Ste. Marie approach the City of Cosenza (Calabria), Italy for a possible Sister/Friendship City Arrangement because of close cultural and family ties to this region.

On November 23rd 2010 In response to City Council's resolution of November 9th, 2010 COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES and November 23rd, 2009 PART 1 CONSENT AGENDA COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES under

5 (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

The memo to Council concerning Sister/Friendship Cities Italy – was accepted by Council.

The SSMEDC is pleased to present its report to City Council (See attached supporting documents). To support this mission the SSMEDC is applying for a budget of up to \$25,000 from the City Economic Development Fund to cover the travel and mission logistic costs for the City and SSMEDC participants (estimated 8 people). It is anticipated that the other Mission Participants will finance their own travel, accommodation, and meal costs but will participate in the program (e.g., ground transportation and events) planned by the SSMEDC. The SSMEDC is



6(8)(a)



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DEVELOPMENT
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TOURISM
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ENTERPRISE
CENTRE
Sault Ste. Marie
a city of culture

targeting an additional 10 to 12 community and business partners to make this mission a success.

The SSMEDC Board of Directors passed the following resolution at their Board meeting of Monday, March 1, 2010 in support of this EDF application.

Moved by: Robert Reid

Seconded by: Albert Giommi

Be it resolved to accept and approve the SSMEDC CEO's Recommendation for an EDF application in the amount of \$25,000 to offset preliminary costs related to the proposed trade mission to Bergamo and Calabria Italy; with a final trade business plan submitted to the SSMEDC Board of Directors for review prior to departure and Furthermore; that the Sault Ste. Marie Economic Development Corporation Board of Directors recommends this application to City Council for their approval.

SSMEDC is asking City Council to approve the following resolution in support of this EDF application:

"Whereas at the November 23rd 2009 City Council Meeting Development Sault Ste. Marie made a commitment to report back to Council outlining the financial implications of a Trade Mission to Dalmine Bergamo and Sister City/Friendship Arrangement with Cosenza Calabria Italy from September 18-30, 2010.

Whereas Sault Ste. Marie continues to work internationally on business investment and trade and has an aggressive International Relations and Global Logistics Strategy; and

Whereas Development SSM will develop a Trade Mission business plan and is approaching export companies, interested businesses/stakeholders, and community organizations in Sault Ste. Marie with the intention to have a minimum of 10 participants to participate; and

Therefore it is recommended that City Council approve a budget of up to \$25,000.00 from the City Economic Development Fund to support this initiative (estimated total project cost of \$70,000 plus) and conditional upon the City's contribution with a final trade business plan submitted to the SSMEDC Board of Directors for review prior to departure. EDF monies would go towards costs such as the business to business matchmaking services, collateral/marketing/promotional material, advertising, translation, special events, and ground transportation. Travel, accommodation, meals, and incidental costs for the trade mission would be the responsibility of the participants and their organizations.

The Italian Trade Mission project does not directly but has the potential to impact on both the job creation and property tax revenue criteria of the City's Economic Development Fund. The City's assistance assists in creating the environment (trade mission) for business to business networking and opportunity search that may lead into business to business trade agreements, joint ventures, innovation transfer or strategic alliances. Ultimately this will lead to the potential for job creation and plant expansion (increased tax assessment) depending upon the opportunity obtained, the size, and nature of the business deal.

The SSMEDC international and trade relations do take effort, frequency, and timing to nurture successful business to business deals. The last Italian Trade Missions in 2002 and 2004 did result in positive business deals for one Sault Ste. Marie firm that assisted in diversifying the product and market for several firms in the U.S.

D. Bruce Strapp, CEO



6(8)(a)

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, March 1, 2010
Russ Ramsay Board Room – Civic Centre
11:30 am.

AGENDA ITEM 5.4 ~ EDF Application – Trade Mission to Italy

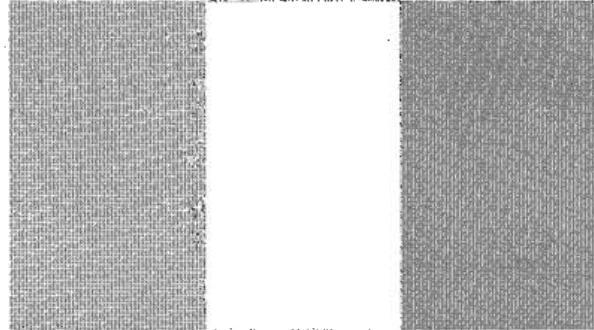
Moved by: Robert Reid

Seconded by: Albert Giommi

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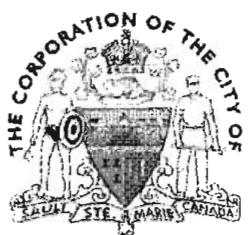
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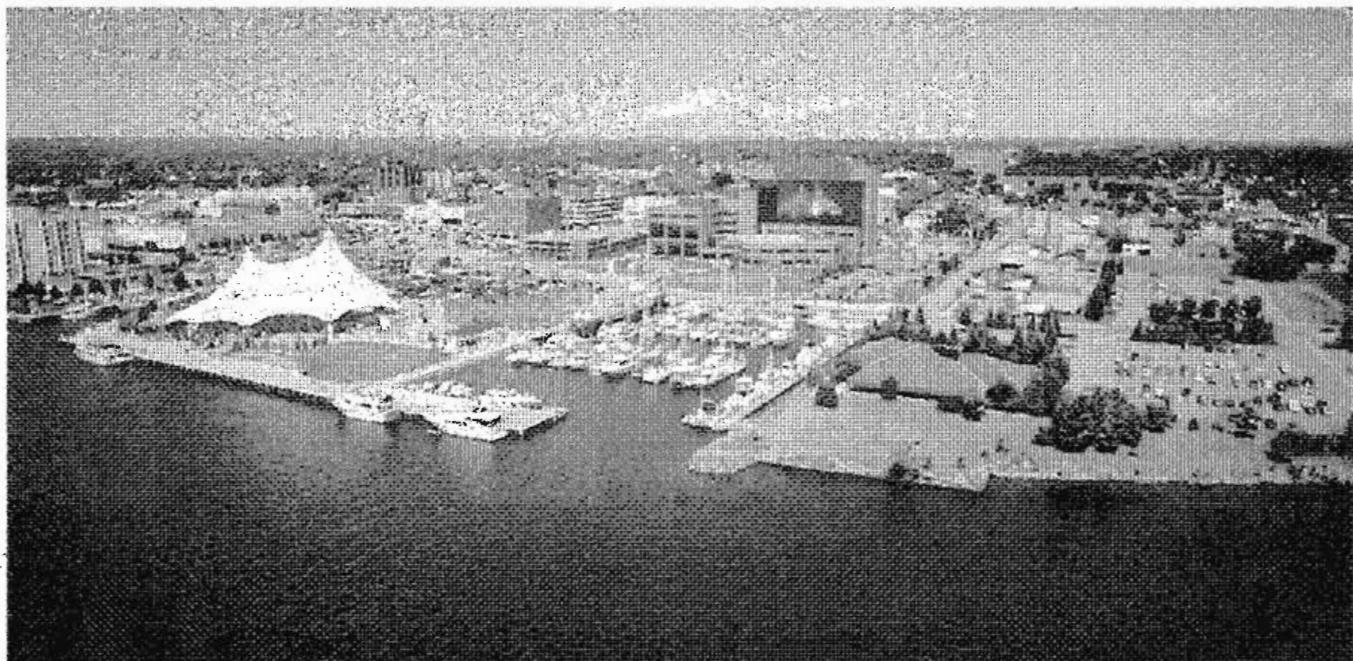
Report to Mayor and Members of Council

Sault Ste. Marie Trade Mission to Italy

September 18 – 30, 2010



**Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION**



Report to Mayor and Members of Council**BACKGROUND: Sault Ste. Marie Trade Mission to Dalmine Bergamo and Cosenza Calabria Italy for September 18- 30, 2010**

Alberto Iperi met with the City of Sault Ste. Marie Mayor John Rowswell in late October 2009 and informed Mayor Rowswell that he had discussions with the Mayor of Dalmine Bergamo Region Italy. Mr. Iperi shared with Mayor Rowswell there will be a formal invitation coming to the City of Sault Ste. Marie early in 2010 from the Mayor of Dalmine, Bergamo Italy. Mr. Iperi also informed Mayor Rowswell him that Tenaris Algoma Tubes are ready to help the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation to facilitate the process to get Dalmine (Bergamo) as a business sister city.

Mayor Rowswell advised Mr. Alberto Iperi that he assigned Randy Tallon, Director of International Relations for the SSMEDC. Mr. Alberto informed Mayor Rowswell that the City of Dalmine would assign Caterina Epis Director of Institutional Relationships for Tenaris Dalmine.

Development SSM has had preliminary discussions with Ms. Epis and a time has been set for mid September 2010 for such a Sault Ste. Marie Trade Mission to Dalmine Bergamo Italy and this will coincide with the Sister/Friendship Cities Arrangement with Cosenza, Calabria Region Italy at the same time.

Sault Ste. Marie will lead a trade and investment mission to Northern Italy from September 18-23, 2010 as part of an aggressive campaign to promote Northern Ontario business development and trade relations with Italy. The mission will generate opportunities for steel making, manufacturing and service companies. As well the City of SSM and SSMEDC Officials will then continue onto to Cosenza Calabria Italy to establish a Sister City Friendship Arrangement from September 27-29, 2010 (September 24 and September 25&26, 2010 Travel Days)

Both Dalmine Bergamo Italy and Cosenza Calabria Italy has been chosen based on our City's historical, cultural and family ties with feedback coming from the community through several City Councillors and Mayor Rowswell. Businesses with Italian associations have prospered in Northern Ontario. Local businesses such as Filtrec, Tenaris Algoma Tubes, National Supply and other Northern firms continue to develop model partnerships with Italian companies.

OBJECTIVES:

The US market is approximately ten times larger than the Canadian market yet Italian trade with Canada is ten times larger than with the USA. There is opportunity to expand Italian /US trade 100-fold with Northern Ontario as a base for Italian Canadian joint ventures. The most logical route for Italian firms to reach the US is through Sault Ste Marie. Take advantage of the compatibility between the two "northern" regions in industry sectors such as metal and wood processing.

Development SSM is encouraging local companies who are interested in conducting business or forming business relationships in Italy to attend this trade and investment mission. Beyond establishing a business match, we will introduce you to your potential trade partner. Development SSM will also assist businesses in developing a firm relationship by providing export advice and referrals to consultants who will assist you to address your exporting needs.

Northern Italian firms currently export products in the following categories: special purpose machinery, other metal products, parts and auto accessories, machinery for agriculture and forestry. This is where our Northern expertise also lies. With the 60 million Americans in our backyard, we are an ideal partner.

The goal of the mission will be to establish partnerships with Italian Businesses interested in American markets. Partnerships may involve creation of joint ventures, transfer of technology, establishing a distributorship or providing after sales maintenance for Italian manufacturers. For service companies, opportunities could involve functioning as market representative, bidding on North American contracts on behalf of Italian companies and providing extensive in-market support or using and selling Italian technology.

This opportunity will appeal to those interested in exporting to Italy or in exporting to the Americas by means of adding value to the products and services imported from Italy.

6(8)(a)

FINANCIAL COSTS:

Development SSM has done a preliminary cost estimate on the Sault Ste. Marie - Canada to Dalmine Bergamo Italy and Cosenza Calabria Italy Trade Mission. We have estimated approximately \$70,000.00 based on 18 delegation participants going to Dalmine Italy 10 Businesses, City & SSMEDC keeping in mind if both Provincial MPP (1) and Federal MP (1) will be invited and will increase numbers to 18 participating in Dalmine Italy Trade Mission however hopefully their costs will be covered by their appropriate levels of government but did include in our costing. The Cosenza Calabria Italy portion of the trip will consist of a delegation of 8 (City, SSMEDC, Government Officials MP/MPP, Businesses if interested) Sister City/Friendship Arrangement visit participants.

Development SSM included costs at economy (business class and first class are not included and would increase the air travel costs by twice as much) for my estimates using airfare in economy for 18. This will and can be negotiated but prices will go up and should be at own expense.

Final costs will be determined based on number of days in travel, final location, date and purchase of tickets which can increase or decrease as purchased. Development SSM included meals and incidental costs. We estimated \$200.00 Canadian per traveler per day for both meals and incidentals.

Flying time is estimated at 8-10 hours one way. Development SSM is estimating this trip all inclusive will cost on average per person anywhere from \$3000 to \$4000 (depending on airfare status) and 3 days including the 1 day between Dalmine, Milano and Cosenza, Calabria Italy.

RECOMMENDATION:

"Whereas at the November 23rd 2009 City Council Meeting Development Sault Ste. Marie made a commitment to report back to Council outlining the financial implications of a Trade Mission to Dalmine Bergamo and Sister City/Friendship Arrangement with Cosenza Calabria Italy from September 18-30, 2010.

Whereas Sault Ste. Marie continues to work internationally on business investment and trade and has an aggressive International Relations and Global Logistics Strategy; and

Whereas Development SSM has developed a Trade Mission plan and is approaching export companies, interested businesses, and community organizations in Sault Ste. Marie with the intention to have a minimum of 10 participants to participate; and

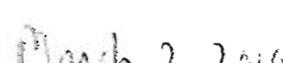
Therefore it is recommended that City Council approve a budget of up to \$25,000.00 from the City Economic Development Fund to support this initiative (estimated total project cost of \$70,000 plus) conditional upon the City's contribution with a final trade business plan submitted to the SSMEDC Board of Directors for review prior to departure. EDF monies would go towards costs such as the "business to business matchmaking" services, collateral/marketing/promotional material, advertising, translation, special events, and ground transportation. Travel, accommodation, meals, and incidental costs for the trade mission would be the responsibility of the participants and their organizations.

The Italian Trade Mission project does not directly but has the potential to impact on both the job creation and property tax revenue criteria of the City's Economic Development Fund. The City's assistance assists in creating the environment (trade mission) for business to business networking and opportunity search that may lead into business to business trade agreements, joint ventures, innovation transfer or strategic alliances. Ultimately this will lead to the potential for job creation and plant expansion (increased tax assessment) depending upon the opportunity obtained, the size, and nature of the business deal.

The SSMEDC international and trade relation capacity building does take effort, frequency, and timing to nurture successful business to business deals. The last Italian Trade Mission in 2002 and 2004 did result in positive business deals for one Sault Ste. Marie firm that assisted in diversifying the product and market for several firms in the U.S.



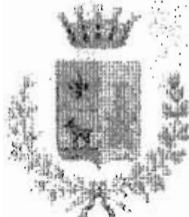
Approved by D. Bruce Strapp CEO SSMEDC



March 2, 2016

Dated

b(8)(a)



CITTÀ DI DALMINE

Dàlmene

Piazza Libertà, 1 - 24044 Dalmine
C.F. e P. IVA: 00232910166

DIREZIONE GENERALE

Prot. n. 3913/DG/dr
Dalmine, 4 febbraio 2010

Dear Mr. John Rowswell,

I have been informed by Ms. Caterina Epis about your intention to create a twinning between Sault Ste. Marie and Dalmine.

In my capacity as the Mayor and on behalf of the whole town administration, I welcome with enthusiasm your initiative.

I sincerely wish you will be able to organize your visit in September: I will be so glad to welcome you and your delegation in our town to show you the main characteristics of our area.

Hoping to receive your positive reply soon, I send my best regards.

Claudia Maria Terzi
Mayor of Dalmine

b(8)(a)

AMENDED EDF Project Estimate for Sault Ste. Marie to Dalmine Bergamo and Cosenza Calabria Italy
September 18- 30, 2010 (3 Days Travel)

| Item | Cost | # Units | Total Cost | Notes |
|--|----------------------------|--------------|------------------------------|---|
| Air Economy Air in Sept. or Nov on Air >Alitalia SSM - Milano return to SSM >Air Alitalia to Lamezia >Air Alitalia Lamezia to SSM | \$1250.00 \$1825.00 | 10 8 | \$12500.00 \$14600.00 | Air Travel for both Dalmine & Cosenza Italy Air Travel SSM returning after Dalmine business portion of mission |
| Ground Transportation <i>Airport to Hotel Dalmine Return</i> | \$100.00 | 18 | \$1800.00 | |
| <i>Ground Transportation Site Tours Bus Coach</i> | \$300.00 | 18 | \$1200.00 | \$300 Per Day X 4 Days |
| <i>Airport to Hotel Cosenza Calabria Return</i> | \$100.00 | 8 | \$800.00 | |
| <i>Ground Transportation Cosenza Calabria Bus Coach</i> | \$300.00 | 8 | \$1800.00 | \$300 Per Day X 6 Days |
| Hotel Guestrooms – Dalmine | \$150.00 | 4 nights X18 | \$10800.00 | Daily Rate Taxes Exchange Included - Hotel Parigi 2 |
| Guestrooms - Cosenza | \$175.00 | 5 NightsX8 | \$7000.00 | Daily Rate Taxes Exchange Included - Holiday Inn |
| Management & Administrative Costs <i>Communication & Translation</i> | \$4500.00 | 1 | \$4500.00 | English - Italian Translation |
| <i>Marketing, Promotion & Production</i> | \$6000.00 | 100 | \$6000.00 | Handout Business to Business Matching Material |
| <i>On-site Management Support & Sponsored Events</i> | \$6000.00 | 1 | \$6000.00 | SSM Mayor Hosting Events & Italian C of C - 2 people on site 24/7 |
| <i>Follow-up Reconciliation Reporting</i> | \$3000.00 | 1 | \$3000.00 | Reports/ Evaluations |
| Total Estimate Costs | | | \$70,000.00 | |
| EDF (Ground Transportation Management/Admin Costs) Request | | | \$25,100.00 | Up to \$25,000.00 Estimated |

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-49

AGREEMENT: (E.1.5.) A by-law to authorize a collective agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529).

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a collective agreement in the form of Schedule "A" hereto dated the 1st day of February, 2010 and made between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) for the period of February 1, 2010 to January 31, 2011.

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 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

DH Staff\Bylaws\2010\2010-49\Firefighters Association agr

NOTICE

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

CITY SOLICITOR

10(a)

SCHEDULE "A"

AGREEMENT

between

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

-and-

**SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Local 529)**

February 1, 2010 to January 31, 2011

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SCHEDULE "A" TO BY-LAW

AGREEMENT entered into as of
February 1, 2010, A.D.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called the "EMPLOYER")

OF THE FIRST PART

- AND -

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Hereinafter called the "ASSOCIATION") (Local 529)

OF THE SECOND PART

1:00 PURPOSE

- 1:01 Whereas the Association has established to the satisfaction of the Employer that all full-time employees of its Fire Services except the Fire Chief, Assistant Chief – Fire Suppression, Assistant Chief - Fire Prevention and Public Education and the Assistant Chief - Support Services and Administrative Assistant to the Fire Chief, are members of the Association and that it is therefore entitled to represent the said employees as their bargaining agent.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

- 1:02 The employees shall at all times co-operate with the Employer and the Chief of the Fire Services to the fullest extent to provide an efficient firefighting organization for the benefit of the City and the inhabitants thereof.

2:00 SCOPE

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

- 2:02 To insure the safe and efficient operation of the Fire Services, management staff in the positions of Assistant Chief - Fire Prevention and Public Education and Assistant Chief - Support Services shall be allowed to perform the duties of employees under their command as may be required from time to time.

- 2:03 Every new employee, on joining the Department shall, after the employee's first six months of service, become a member of the Association. All employees who are now or who in future

become members of the Association shall, as a condition of employment maintain such membership in good standing.

- 2:04 The employer shall deduct from the salary of each employee, on completion of 30 days employment, the Association contributions (dues) and remit by cheque each month to the Treasurer of the Association, the full amount so collected.

3:00 RECOGNITION

- 3:01 The Employer recognizes the Association as the bargaining agent for all said full-time employees (as provided in the Fire Protection and Prevention Act, 1997) of the Sault Ste. Marie Fire Services.
- 3:02 The Chief of the Fire Services shall meet with a committee of the Association on reasonable notice to discuss any subject or matter which may be deemed of mutual benefit to the employees and the City or the inhabitants thereof.
- 3:03 The Association agrees to notify the Commissioner of Human Resources in writing, with a copy to the Fire Chief, of the names of all the Association representatives and the committees upon which such representatives will serve. The Association will also be responsible for notifying the employer of any changes to the list of Association representatives.

The City shall not be required to recognize any Association representative until such time as the Commissioner of Human Resources has been notified in writing by the Association as outlined above.

4:00 MANAGEMENTS' RIGHTS

- 4:01 The Association acknowledges the exclusive right of the Employer to maintain order, discipline and efficiency to establish and enforce rules and regulations necessary to the efficient and safe operation and generally to govern the conduct of employees. To hire, discharge, promote, demote, layoff, classify or suspend or discipline employees. The employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- 4:02 The Association further recognizes that it is the right of the Employer to operate and manage the Fire Services in all respects and in accordance with all its commitments coming within its jurisdiction: the equipment to be used, the methods to be employed and the number of persons to be employed are exclusively the responsibility of the Employer.
- 4:03 The Association also recognizes that it is the right of the Employer to delegate any of its functions, rights, duties, or powers, subject to this agreement or otherwise, to the Fire Chief, or such persons or committees as the Employer may deem advisable subject to the terms of the Fire Protection and Prevention Act, 1997.
- 4:04 All employees should maintain good physical condition and in accordance with their commitment to protect the public all employees are urged to make every effort to meet this requirement.

- 4:05 All employees and probationers shall be governed by the Rules and Regulations of the Employer as from time to time established and published after prior notice to the Association. Where the "Rules" are in conflict with the provisions of this agreement, the provisions of the agreement shall apply. The Employer will encourage the study of advanced firefighting techniques by any employee if such studies are approved by a recognized school of instruction.
- 4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include incompetence, neglect of duty, reporting for duty under the influence of liquor, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave and any offense sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association.
- 4:07 Discipline of an employee shall be removed from the employee's disciplinary record after twenty-four months (24) provided there has been no further discipline given to the employee within such twenty-four (24) month period. This requirement to remove discipline does not apply to discipline related to substance abuse.

5:00 HOURS OF WORK

- 5:01 The working hours for the employees shall be a forty-two (42) hour work week in accordance with the Fire Protection and Prevention Act, 1997 (2 - 4 platoon system) and shall consist of 10 hour day shifts, 8:00 A.M. to 6:00 P.M. and 14 hour night shifts 6:00 P.M. to 8:00 A.M. as per Schedule "B" attached and forming a part of this agreement.
- 5:02 All employees may be subject to off-shift call back at the discretion of the Chief of the Fire Services. When off-shift employees are called back they will be paid a minimum of three (3) hours pay at the rate of time and one-half.
- 5:03 Employees authorized to work more than their regular shifts will be paid at the rate of time and one-half their regular rate for the overtime worked calculated in quarter-hour segments. Employees are not considered relieved from duty until they have arrived back at their respective fire station and authorized to leave by an officer.
- 5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.
- 5:05 Employees shall be allowed to change shifts with other employees at any of the fire stations provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays.
- (a) Employees wishing to change shifts will apply for a change to the officer in charge of the shift. Officer in charge of the shift shall mean the officer in charge on the day of the change of shift.
- (b) Twenty-four hours notice must be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.

- (c) Employees requesting a change of shift will see the officer concerned while the employee is on duty at the Fire Hall, except in the case of an emergency.
- (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department.
- (e) Captains or Acting Captains in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.
- (f) Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit three days pay.
- (g) All officers in charge of shifts will ensure that paragraph (b) is adhered to. Failure to comply will result in the loss and forfeiture of pay for one scheduled shift.

6:00 VACATIONS

- 6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:
 - (a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.
 - (b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.
 - (c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.
 - (d) Effective January 1, 2001 all employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.
 - (e) Effective January 1, 2001 all employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.
- 6:02 Employees who are absent from work without pay for 30 days or more due to a leave of absence, suspension, or layoff, shall have their vacation entitlement reduced in proportion to such time absent from work.
- 6:03 One week of vacation as referred to herein shall mean four consecutive working shifts except for employees who normally work a regular day shift.
- 6:04 The period at which employees may take vacation shall run from the 1st day of January to the 31st day of December annually.
- 6:05 Any employee having become entitled to regular vacation as defined in Sections (a), (b), (c), (d) and (e) of Article 6:01 and who, before receiving such vacations, terminates employment voluntarily with the City's Fire Services shall become entitled to cash payment in lieu of such vacations as the employee had become entitled to at the regular rates of pay for the

respective rank at the time the employee ceased to be an employee of the City's Fire Services.

6:06 Vacations shall be arranged by the Chief of the Fire Services and shall be given to employees in accordance with seniority. Employees will be granted a maximum of two weeks vacation at any one signing.

7:00 SPECIFIED PAID HOLIDAYS

7:01 Each employee shall be entitled to the following specified paid or declared holidays, namely, New Year's Day, Family Day (3rd Monday in February), Victoria Day, Good Friday, Easter Monday, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day, occurring in the remainder of the calendar year in and after which three months continuous service has been attained.

7:02 Each Firefighter is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays. Eight (8) of the said 12 days shall be scheduled consecutively as 2 week's vacation. Three (3) of the days shall be scheduled as paid off-duty days or taken as pay and the remaining 4th day shall be taken as pay.

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

- (i) In August of each year, a notice will be posted informing all personnel that each employee shall be allowed the choice of a cash payment for 3 specified paid holidays in lieu of time off. The employee must advise the Chief in writing on the forms provided of the employee's decision to receive pay for such 3 days, no later than September 1st. Failure in submitting this form by September 1st, the employee must take the 3 days as time off.
- (ii) Subsequent to September 1st, the platoon lists shall be posted.
- (iii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation only to provide the scheduling of all vacations and all outstanding specified paid holidays.
- (iv) Each employee shall be permitted to select vacation and specified paid holidays in blocks of two-week periods only, except where an employee has a period to be selected of less than two weeks.
- (v) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.
- (vi) An employee shall be paid for each day at the rate of 1/182 of his annual salary on the first pay of December of that year.

7:03 An employee who is absent without pay due to a leave of absence, suspension, or layoff during the period when a specified paid holiday occurs shall have off duty days in lieu of such holiday reduced accordingly.

8:00 LEAVE OF ABSENCE

8:01 The employer may grant leave of absence without pay and without loss of seniority for a period up to six months to any employee requesting such leave for good and sufficient cause. Applications for such leave shall be made in writing to the Chief of the Fire Services and such leave must be approved by the Chief and the City's Chief Administrative Officer. During the period of such leave of absence, the total cost of the benefits set out in Articles 11:08 and 11:09 will be payable by the employee. Notwithstanding the provisions of this article, leave of absence will not be granted an employee for the purpose of working at alternative employment.

8:02 When death occurs in a employee's immediate family, an employee shall be entitled to four (4) consecutive days' compassionate leave with pay, one of which shall be the day of the funeral. The pay shall be on a straight time basis and for only such of the four days as are working days, and shall be conditional on the employee attending the funeral.

"Immediate family" means the employee's spouse, daughter, son, father, mother, sister, brother, grandparent, mother-in-law or father-in-law, grandchild.

"Straight time" means the rate of the job at which the employee would have worked on the employee's scheduled working days.

"Leave of Absence without loss of pay for one day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law, son-in-law, and daughter-in-law."

8:03(a) The City shall pay to the Association an annual allowance in February of each year the amount of five thousand six hundred dollars (\$5,600) for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business.

8:03(b) The employer must pay (a) for attendance at grievance meetings, if scheduled during working hours, (b) any other meeting scheduled by the employer during working hours for which the Association's attendance is required by the employer or by the Collective Agreement, and (c) for negotiating meetings which although these may be scheduled during non-working hours, the employer schedules during working hours.

8.04 Quarantine

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

9:00 SENIORITY

9:01 Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced full time employment with the Fire Services.

9:02 The first twelve (12) months service shall be classed as a probationary period and the termination of employment during such period shall not be the subject of a grievance.

- 9:03 A seniority list shall be prepared and approved by the Fire Chief and the Executive Committee of the Association and such a list shall be posted for a period of thirty (30) days in each Fire Station of the City of Sault Ste. Marie on the fifteenth day of January of each year.
- 9:04 Errors or omissions in a list posted in accordance with Article 9:03 shall be corrected on application of the Association or the employee concerned provided:
- (1) such error or omission relates to the period subsequent to the date of the previous list, and
 - (2) the error or omission is brought to the attention of the Fire Chief within fifteen (15) days of the employee's first reasonable opportunity to see the list.
- 9:05 Once a seniority list has been finalized the only protest which will be considered against the next posted list shall be protests relative to deletions and additions occurring since the date of the previous list.
- 9:06 (a) An employee transferring from one division to another may return to their former position within six (6) months from the date of the employee's transfer without loss of divisional seniority. Once an employee has completed six (6) months in that division, a employee may request a transfer to the employee's former division and such transfer will be at the discretion of the Chief. However, if the transfer is to the Fire Suppression Division it shall be a rank not higher than a first class firefighter.
- (b) Divisional seniority lists shall be prepared and approved by the Chief and the Executive Committee of the Association and such lists shall be posted for a period of 30 days in each fire station on the 15th day of January each year.
- 10:00 PROMOTIONS AND LAYOFFS
- 10:01 In the event a permanent position in the Fire Suppression Division under the jurisdiction of the Association becomes vacant, such position shall be filled by the next senior employee in line for such position within thirty (30) days, provided such employee has the qualifications and ability to perform the job. Where a vacancy occurs in other than the Fire Suppression Division, the job will be posted and preference will be given to the senior applicant with the qualifications and ability to perform the job.
- 10:02 An employee who is promoted shall remain on probation for a period of six (6) months. If found unsuitable for this position by the Chief during the aforementioned periods such employee shall revert to their former position.
- 10:03 In the event that a employee is required to temporarily take over the duties of another whose position is a higher paid position, the employee filling in shall be paid at the higher rate of pay for the hours so employed.
- 10:04 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) Seniority
 - (2) Qualifications and ability to perform the work.

11:00 WELFARE

11:01 The schedule of sick allowance shall be as follows:

- (a) Upon completion of three months of service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month from the date of employment.
- (b) Sick leave will be reduced on the basis that one shift off sick will result in one day deduction from sick leave.
- (c) Sick leave accumulation in 11:01 (a), (b), shall commence as of January 1, 1983. Accumulation up to December 31, 1982 shall be converted to days and fixed at that amount in the employee's sick leave bank.

11:02 Sick leave means the period of time any employee is permitted to be absent from duty with full pay by virtue of being disabled or sick, or because of accident, or illness for which compensation is not payable under the Workplace Safety and Insurance Act, 1996. The foregoing accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.

Notwithstanding the provisions of this article, sick leave will not be paid to an employee who is absent due to an injury suffered while employed by another employer covered by the Workplace Safety and Insurance Act, 1996.

11:03 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

11:04 Such sick leave to be cumulative, but in no case shall such sick leave exceed a period of two hundred and forty days. An employee who is absent due to illness or leave of absence for the major portion of the employee's regularly scheduled hours in any month shall not accumulate sick leave as provided in article 11:01, in that month.

11:05 Recognized days off shall not be deducted from accumulated sick leave.

11:06 No employee shall draw during his or her active service with the Fire Services, accumulated sick leave benefits if the absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested by the Employer.

If a certificate is requested by the Employer

- i) for absences of three (3) working days or less, or
- ii) for a second or more certificates for an absence of three (3) working days or more, the cost of such certificate or certificates, if any, shall be paid by the employer up to a maximum of fifteen dollars (\$15) upon presentation of an invoice from the medical practitioner. The City's Injury/Illness Status form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.

11:07 An employee in receipt of W.S.I.B. benefits for injuries or illness suffered during the course of employment shall receive full net salary and benefits during such period. During the period an employee received full net salary, all compensation payments shall be deposited with the City.

11:08 Each employee shall be provided with the Ontario Health Insurance Plan, Green Shield Semi-Private and Green Shield Extended Health Care - vision care to include laser eye

surgery and/or eye examination of \$300.00 every two (2) years (effective first of the month following ratification of the Memorandum of Settlement), 100% of the cost of such plan to be contributed by the Employer. Green Shield Extended Health Care - Drug Plan co-insurance reinstated to 90% employer /10% employee. Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Each employee shall be provided with the Out-of-Province Travel Plan, 100 % of the cost of such plan will be contributed by the Employer and will not be available to retirees.

Paramedical Benefit:

Full chiropractic, physiotherapy and massage therapy coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$900.00

Each employee shall be provided with the Great West Life Long Term Disability Plan, 100% of the cost will be contributed by the Employer with coverage to a maximum \$3,500 monthly.

Each employee shall be provided with the Green Shield #9 Dental Plan, Rider 3C, (Lifetime Maximum \$2,000), based on current O.D.A. Schedule minus one (1) year, 100% of the cost of the plan will be contributed by the Employer.

Dental recall for adults (over age 16) to be nine (9) months. Children (age 16 and younger) shall be subject to a six (6) month dental recall.

Overage Dependent Coverage is applied to the Green Shield Dental Plan.

- 11:09 Each employee shall be provided with Group Life Insurance of two times the employee's salary to the nearest \$1,000.00 with double indemnity: 100% of the cost of such plan will be paid by the Employer. The payment of such benefit shall be in accordance with the terms and conditions of the applicable plan "Great West Life policy #320925."
- 11:10 The Employer shall have the right to select the carrier for such plans. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole property of the Employer. Benefits under any such plan or plans shall not be changed or reduced by the Employer without the consent of the Association.
- 11:11 The Corporation agrees to pay any employee covered by this agreement the difference in regular salary and witness fees when required to act as a Court witness on matters relating to the Employer's business. In addition, when an employee is required to attend Court as a witness on matters relating to the Employer's business during off duty time, such employee shall be paid at the rate of one and one-half times his regular rate, with a minimum of 4 hours at the premium rate, for time so spent. The employee shall provide proof of services, including proof of time spent and amount of payment received. Failure to provide satisfactory proof shall disqualify the employee from such payment or time off.
- 11:12
 - (i) The City agrees to enter into an agreement with the Ontario Municipal Employees Retirement System (O.M.E.R.S.) to provide an O.M.E.R.S. Type 1, 2% formula supplementary pension for all eligible employees. Such pension shall be effective February 1, 1979 and the City shall pay for all prior service costs.

The parties agree that employees covered under O.M.E.R.S. for normal retirement age 60 shall retire no later than the end of the month in which they reach age 60.

Those employees covered under O.M.E.R.S. for normal retirement age 65 shall retire no later than the end of the month in which they reach 65.

- (ii) The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.
- 11:13 The employer agrees to pay the cost of, the Ontario Hospital Insurance Plan, and the Green Shield Extended Health Care Plan - Cap Orthodontics/Orthopedic shoes at one (1) pair and \$400/year; vision care to include laser eye surgery and an eye examination may be included with the vision care amount to a maximum of \$300.00 every two years effective the 1st of the month following ratification of the memorandum of settlement, 100% of the cost of such plan will be contributed by the Employer. Green Shield Extended Health Care - Drug Plan co-insurance at 90% employer/10% employee; a cap on dispensing fees - \$8.00 maximum per prescription; Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Paramedical Benefit - Full chiropractic, physiotherapy and massage therapy coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$900.00. These benefits are provided for employees who retire on an O.M.E.R.S. unreduced early retirement pension. Such benefits shall be paid for the retired employee to age 65. Such benefits shall not apply to a retired employee who is employed elsewhere.

Such benefits shall be paid for a deceased member's surviving spouse and dependent children for a period of twenty-four (24) months following the member's death or until the date as of which the retiree would have attained age 65 or until the surviving spouse remarries, whichever occurs first.

12:00 GRIEVANCE PROCEDURE

- 12:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within 15 working days of the occurrence of the incident which gave rise to the matter in dispute. Any employee or group of employees of the Fire Services covered by this agreement who is of the opinion that the employee has been unjustly disciplined, suspended, superseded, discharged, or unreasonably denied leave of absence, shall have the right to have the case investigated and to be represented by a Committee of the Association.

STEP 1: The employee assisted by an officer of the Association shall discuss the case with the Fire Chief. The Fire Chief shall render his decision in writing together with the reason therefore, within five (5) working days of the hearing.

STEP 2: If the Committee considers that a satisfactory settlement was not reached at Step 1, it may within five (5) working days of receipt of the Step 1 reply request a hearing by the Commissioner of Human Resources, or designated representative. Such request shall state the reason or reasons the answer at Step 1 was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or his designated representative shall render a decision within five (5) working days of the hearing.

- STEP 3: If the Committee considers that a satisfactory settlement was not reached at Step 2, it may within five (5) working days of receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. The Chief Administrative Officer shall render a decision within five (5) working days of the hearing.
- STEP 4: If the Committee considers that a satisfactory settlement was not reached at Step 3, it may within five (5) working days of receipt of the Step 3 reply, request that the grievance be referred to Arbitration pursuant to the Fire Protection and Prevention Act 1997.

- 12:02 In the event that any employee or group of employees who have been unjustly discharged or suspended shall be reinstated as the result of such settlement of any disagreement as aforesaid, such reinstatement shall be made without loss of time, pay or seniority to such employee.
- 12:03 No employee shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the Arbitration Board or single Arbitrator, it is deemed to be just and equitable.
- 12:04 Any employee or group of employees having a grievance which the employee wishes the Committee of the Association to represent for such employee shall put the grievance in writing on the grievance form adopted by the Association. The Committee of the Association shall abide by the steps on the grievance form.
- 12:05 In the matter of a grievance a Board of Arbitration or Arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions, or the provisions of the Fire Protection and Prevention Act, 1997.

13:00 STRIKES AND LOCKOUTS

The Association agrees that they will at no time enter into or participate in any strike or join any sympathetic strike with or for any other organization.

14:00 CLOTHING AND TURN-OUT GEAR

- 14:01 The following articles of clothing and wear apparel shall be supplied to each employee in the Fire Suppression Division, the Support Services Mechanic and the Training Instructor:
- 1 Uniform which includes one tunic and one pair of pants (every 5 years) starting 1995 and every five years thereafter.
 - 1 - Pair Coveralls (as required)
 - 1 - Sweater (every 2 year) starting 1993
 - 4 - Uniform shirts (annually)
 - 2 - T-Shirts - navy blue (annually)
 - 2 - Pair Station Wear Pants (annually)
 - 1 All-Season coat (every 5 years) starting 2001
 - 1 - Tie (every 2 years) starting 1992
 - 1 - Uniform Cap (every 5 years if required by

- employee) starting 1992
 - 1 - Winter Hat (every 4 years) starting 1992
 - 1 - Casual Cap - Fire Dept. Approved (every 2 yrs)
starting 1992 - to be worn as directed by the
Fire Chief. The same as other items of clothing issued are governed.
 - 1 - \$90.00 boot allowance to the Support Services Mechanic and Training Instructor
(annually)
- 14:02 Set of turn-out gear shall conform to C.G.S.B. (Canadian General Standards Board) 155.1 - M.88 and shall include bunker coat and bib pants. These items will be supplied as required.
- 1 - Pair leather mitts (as required)
 - 1 - Pair woolen liners (as required)
 - 1 - Pair Firefighter boots (as required)
 - 1 - Firefighter Helmet (as required)
- 14:03 The Fire Prevention Division will be provided the following articles of clothing and wearing apparel:
- 1 - Uniform Cap (annually)
 - 1 - Casual Cap (every 2 year) starting 1992
 - 1 - Winter Hat (every 4 years) starting 1992
 - 1 - Sweater (every 2 years) starting 1993
 - 1 - Boot Allowance of \$90.00 (annually)
 - 1 - Uniform which includes 2 pair pants (annually)
 - 1 - All Season coat (every 5 years) starting 2001
 - 1 - Pair coveralls (as required)
 - 4 - Dress shirts (annually)
 - 1 - Tie (every 2 years) starting 1992
- Fire Prevention Officers shall be provided a dry-cleaning allowance of \$115.00 (annually)
- 14:04 It is a desire of the Sault Ste. Marie Professional Firefighters Association and the Sault Ste. Marie Fire Services that when an employee is not in need of a new portion of the uniform clothing package, the employee is encouraged to notify the Platoon Chief or the Office, of such employee's clothing requirements for the upcoming year.
- 15:00 SCHEDULE OF WAGES
- 15:01 The Schedule of Wages shall be provided in Schedule "A" attached to and forming part of this agreement.
- 15:02 SERVICE PAY
- Employees in the Support Services Mechanic classification of the Sault Ste. Marie Fire Services will be paid service pay annually after five (5) years of service at the rate of \$60.00 for each completed five years of service without maximum. If an employee in the Support Services Mechanic classification resigns, retires or dies, the employee shall receive a

proportionate share of the service pay to which the employee would have been entitled at the end of the year. Service pay to be paid no later than the first pay day in December.

16:00 CONTRACTING OUT

16:01 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or a person who is not an employee of the Corporation.

17:00 TECHNOLOGICAL CHANGE

17:01 At least 90 days prior to the introduction or implementation of substantial technological changes or mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the Corporation plans to effect the change, and the location or locations involved.

- (a) Within 15 days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- (b) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue, which may concern the employment status of any employee.
- (c) If agreement has not been reached within 15 days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by the Fire Protection and Prevention Act, 1997. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

18:00 GENERAL

18:01 All fire trucks on active duty shall have an officer in charge of them at all times, unless this is prevented by accident to or sickness of Fire Services Personnel.

18:02 Once in each year the employee may notify the Fire Chief in writing in which Fire Hall they prefer to work. Notwithstanding this provision the implementations of such requests shall be at the discretion of the Fire Chief.

18:03 Throughout the term of the Collective Agreement the employer will continue its general Municipal liability coverage in the form and upon the terms expressed in the current Royal Insurance Policy #5988612, or its equivalent.

18:04 Where the employee of the fire force is charged with criminal or statutory offense flowing from the employee's duties and is subsequently acquitted of such charges, the employee shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the

Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage as specified in article 18:03 herein.

- 18:05 An employee who is authorized to use their vehicle on city business shall be reimbursed on the basis of the current mileage rate paid to other city employees.
- 18:06 The City agrees to pay one hundred and fifty dollars (\$150.00) to employees who utilize their personal vehicle to attend Ontario Fire College to participate in educational programs as approved by the Chief.
- 18:07 Effective February 1, 2000 the Employer agrees to provide a \$75.00 weekly expense allowance to each employee attending the Ontario Fire College.

In addition, the Employer agrees to pay \$145.00 for a return trip home from the Fire College, provided that:

- (i) The employee attends the Fire College for a period of two consecutive weeks or more.
- (ii) The employee does come home and returns to the College.
- (iii) The employee uses their own vehicle to make that trip.
- (iv) The employee files a claim for the payment on completion of the course at the Fire College.
- (v) The above amount will be adjusted as necessary to maintain the same level of payment as provided by the Ontario Fire College.

19:00 CLERICAL POSITIONS

- 19:01 Notwithstanding the provisions of Articles 5:00, 14:00 and 15:02, the clerical staff shall work a 35 hour week and shall not be entitled to uniform allowance or service pay.

20:00 TERM OF AGREEMENT

- 20:01 This agreement shall be effective from the first day of February 1, 2010 to the thirty-first day of January, 2011, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of January in any year, of its desire to amend the Agreement.
- 20:02 If either party desires a change in the agreement, said party shall give written notice of the proposed change to the other party not less than 30 days before the 31st day of January in any year and both parties shall thereupon negotiate in good faith with respect to the matters referred to in the notice.

10(a)

IN WITNESS WHEREOF the parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

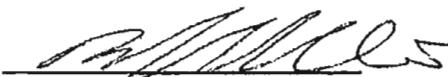
THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR J. ROWSWELL

~~XXIRVING, CITY CLERK~~
CITY CLERK - MALCOLM WHITE

THE SAULT STE. MARIE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION - LOCAL 529


R. GREVE, PRESIDENT


M. MCGRATH, SECRETARY

SCHEDULE "A"

Communications Operator – See Letter of Understanding – Communications Operator

(a) Any Firefighter permanently disabled because of sickness or accident, but able to do light duty, shall be assigned to fill the position of Communications Operator and shall be paid at the rate of 3rd class firefighter. This provision shall not apply to short-term disabilities.

(b) Salaries for probationer, 4th class, 3rd class and 2nd class firefighters shall be calculated as follows:

2nd Class Firefighter to be 90% of 1st Class rate

3rd Class Firefighter to be 80% of 1st Class rate

4th Class Firefighter to be 70% of 1st Class rate

Probationer Firefighter to be 60% of 1st Class rate

(c) Salaries for the positions of Captain and Platoon Chief shall be calculated as follows:

Captain 115% of 1st Class Firefighter effective February 1, 2003

Platoon Chief 122% of 1st Class Firefighter effective February 1, 2003

(d) When an employee is assigned to temporarily perform the duties of the Assistant Chief - Support Services the employee shall be paid at the rates outlined below:

February 1, 2010 \$84,504

SCHEDULE "A"

| RANK | Feb. 1, 2010 | |
|---|--------------|----------|
| Platoon Chief | Annually | Hourly |
| 0% (0 – 8 years) Base Rate | \$ 97,783 | \$44.772 |
| 3% (9 – 17 years) | \$100,188 | \$45.874 |
| 6% (18 – 23 years) | \$102,592 | \$46.974 |
| 9% (24 + years) | \$104,997 | \$48.076 |
| | | |
| Training Instructor | \$92,173 | \$42.204 |
| Captain | | |
| 0% (0 – 8 years) Base Rate | \$92,173 | \$42.204 |
| 3% (9 – 17 years) | \$94,578 | \$43.305 |
| 6% (18 – 23 years) | \$96,982 | \$44.406 |
| 9% (24 + years) | \$99,387 | \$45.507 |
| Fire Prevention Officer | | |
| 0% (0 – 8 years) Base Rate | \$81,931 | \$37.514 |
| 3% (9 – 17 years) | \$84,336 | \$38.615 |
| 6% (18 – 23 years) | \$86,740 | \$39.716 |
| 9% (24 + years) | \$89,145 | \$40.817 |
| FPO - 2nd Class | \$73,737 | \$33.762 |
| FPO - 3rd Class | \$65,545 | \$30.011 |
| FPO - 4th Class | \$57,349 | \$26.259 |
| FPO – Probationer | \$49,161 | \$22.510 |
| Firefighter - 1st Class | | |
| 0% (0 – 8 years) Base Rate | \$80,150.03 | \$36.699 |
| 3% (9 – 17 years) | \$82,555 | \$37.800 |
| 6% (18 – 23 years) | \$84,959 | \$38.901 |
| 9% (24 + years) | \$87,364 | \$40.002 |
| Firefighter - 2nd Class | \$72,135 | \$33.029 |
| Firefighter - 3 rd Class | \$64,120 | \$29.359 |
| Firefighter - 4 th Class | \$56,105 | \$25.689 |
| Firefighter – Probationer | \$48,090 | \$22.019 |
| Firefighter Cadet 3 rd year | \$56,105 | \$25.689 |
| Firefighter Cadet 2nd year | \$52,098 | \$23.854 |
| Firefighter Cadet 1st year | \$48,090 | \$22.019 |
| Clerk Steno - Level 3 | \$45,980 | \$25.264 |
| Clerk Steno - Level 2 | \$43,809 | \$24.071 |
| Clerk Steno - Level 1 | \$41,635 | \$22.876 |
| Support Services Mechanic L-4 | \$77,906 | \$35.671 |
| Support Services Mechanic L-3 | \$74,052 | \$33.907 |
| Support Services Mechanic L-2 | \$70,121 | \$32.107 |
| Support Services Mechanic L-1 | \$66,227 | \$30.324 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

FIRE**2010 WORK SCHEDULE - 42 HOUR WORK WEEK****SAULT STE. MARIE FIRE SERVICES**

public files/lists/platoon & fire personnel/2010/platoon work schedule

| | | DEC 27 (2009) | JAN 3 (2010) | JAN 10 | JAN 17 | JAN 24 | JAN 31 | FEB 7 | FEB 14 |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------|
| D | AAACCCC BBBDDDD | BBBBDDD AAAACCC | DAAAACC CBBBBDD | CCBBBBD DDAAAAC | DDDAAAA CCCBBBB | CCCCBBB DDDDAAA | BDDDDAA ACCCCBB | AACCCCB BBDDDDA | |
| | | FEB 21 | FEB 28 | MARCH 7 | MARCH 14 | MARCH 21 | MARCH 28 | APRIL 4 | APRIL 11 |
| D | BBBDDDD AAACCCC | AAAACCC BBBBDDD | CBBBBDD DAAAACC | DDAAAAC CCBBBBD | CCCBBBB DDDAAAA | DDDDAAA CCCCBBB | ACCCCBB BDDDDAA | BBDDDDA AACCCCB | |
| | | APRIL 18 | APRIL 25 | MAY 2 | MAY 9 | MAY 16 | MAY 23 | MAY 30 | JUNE 6 |
| D | AAACCCC BBBDDDD | BBBBDDD AAAACCC | DAAAACC CBBBBDD | CCBBBBD DDAAAAC | DDDAAAA CCCBBBB | CCCCBBB DDDDAAA | BDDDDAA ACCCCBB | AACCCCB BBDDDDA | |
| | | JUNE 13 | JUNE 20 | JUNE 27 | JULY 4 | JULY 11 | JULY 18 | JULY 25 | AUG 1 |
| D | BBBDDDD AAACCCC | AAAACCC BBBBDDD | CBBBBDD DAAAACC | DDAAAAC CCBBBBD | CCCBBBB DDDAAAA | DDDDAAA CCCCBBB | ACCCCBB BDDDDAA | BBDDDDA AACCCCB | |
| | | AUG 8 | AUG 15 | AUG 22 | AUG 29 | SEPT 5 | SEPT 12 | SEPT 19 | SEPT 26 |
| D | AAACCCC BBBDDDD | BBBBDDD AAAACCC | DAAAACC CBBBBDD | CCBBBBD DDAAAAC | DDDAAAA CCCBBBB | CCCCBBB DDDDAAA | BDDDDAA ACCCCBB | AACCCCB BBDDDDA | |
| | | OCT 3 | OCT 10 | OCT 17 | OCT 24 | OCT 31 | NOV 7 | NOV 14 | NOV 21 |
| D | BBBDDDD AAACCCC | AAAACCC BBBBDDD | CBBBBDD DAAAACC | DDAAAAC CCBBBBD | CCCBBBB DDDAAAA | DDDDAAA CCCCBBB | ACCCCBB BDDDDAA | BBDDDDA AACCCCB | |
| | | NOV 28 | DEC 5 | DEC 12 | DEC 19 | DEC 26 (2010) | JAN 2 (2011) | JAN 9 (2011) | JAN 16 (2011) |
| D | AAACCCC BBBDDDD | BBBBDDD AAAACCC | DAAAACC CBBBBDD | CCBBBBD DDAAAAC | DDDAAAA CCCBBBB | CCCCBBB DDDDAAA | BDDDDAA ACCCCBB | AACCCCB BBDDDDA | |

10(a)

10(a)

LETTER OF UNDERSTANDING

Transfer of Manpower

1. The Corporation agrees to the annual realignment of platoons for the purpose of vacation selection and acting ranks in accordance with a employees seniority.
2. The Corporation shall have the right to temporarily transfer the junior man in each platoon who is on duty at the time the reassignment is required.
3. In the application of this right to temporary transfer it is agreed it will apply only to transfers from Platoon A to B or Platoon B to A or from Platoon C to D or Platoon D to C.
4. In the application of a transfer from Platoon A or B to Platoon C or D, or vice versa, such transfers shall only occur when the absence is known to be for a period of three weeks or more.
5. It is agreed that prior to implementing such transfer as outlined in 4 above, the Chief will meet with the Association and provide the necessary information related to such transfer.
6. It is agreed that where an employee on temporary transfer is required to work more than his regularly scheduled hours such employee will be granted lieu time off with pay for such extra time worked.
Such time off will be scheduled when sufficient manpower is available and once such time off is scheduled it shall not be changed with less than one (1) calendar week notice except by agreement of the employee and the department.
Employees shall be paid out by January 31st at their regular straight time rate of pay for any unused lieu time hours from previous calendar year.
7. It is agreed that no more than two employees from any one platoon will be on temporary transfer at any one time.
8. It is agreed that an employee on temporary transfer shall be allowed to take his vacation as scheduled.

AGREED TO THIS 11 DAY OF FEBRUARY, 2010

ON BEHALF
THE ASSOCIATION

Ron Drivie
Miller
TB

ON BEHALF OF
THE CITY

M. Brus
G. Brown
R. Daff

LETTER OF UNDERSTANDINGCommunications Operator

The City agrees to establish a cadet system to perform the duties of Communications Operator which shall be the entry position into the Firefighting services.

As it is the interest of the City to utilize cadets as both Communications Operators and as firefighters, as necessary, the entry requirements for a cadet will be the same as applied to firefighters.

The City agrees to hire cadets to fill the Communications position at the following rates:

| | | |
|----------------------|---|---|
| 1 st year | - | 60% of 1 st class firefighter rate |
| 2 nd year | - | 65% of 1 st class firefighter rate |
| 3 rd year | - | 70% of 1 st class firefighter rate |

An employee shall remain as a Communications Operator until such time as a vacancy occurs for a firefighter and then the senior qualified communications operator shall be assigned as a fourth class firefighter.

A new employee shall be on probation for the first twelve months of employment; a maximum of six (6) months shall be served as Probationary Communication Operator and the remainder of the twelve (12) months as a Probationary Firefighter.

The termination of employment during any such probation periods shall not be the subject of a grievance.

Communications operators will be assigned to firefighting duties to fill temporary vacancies as required and shall be paid at their regular rate of pay.

A regular firefighter who is capable of performing light duty shall be assigned temporarily to the Communications Operator position at his regular rate of pay. In the event of a dispute over the ability of a employee to perform such duties, the final determination will be based on medical evidence.

AGREED TO THIS 11 DAY OF FEBRUARY, 2010

ON BEHALF
THE ASSOCIATION

R. D. Kreis
J. Miller
H. B. J.

ON BEHALF OF
THE CITY

M. L. S.
B. S.
C. S.

LETTER OF UNDERSTANDING**Health & Safety Committee**

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

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

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

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

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-51

AGREEMENTS: (A.3.7.) A by-law to authorize an agreement with the City and AMO for the use of the Federal Gas Tax Rebate.

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 8th day of March, 2010 and made between the City and AMO for the use of the Federal Gas Tax Rebate.

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 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CLERK – MALCOLM WHITE

DH Bylaws\2010\2010-51 Federal Gas Tax Rebate

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"

THIS AMENDING AGREEMENT made in duplicate this 8th day of March, 2010.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO
(referred to herein as "AMO")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(referred to herein as the "Recipient")

WHEREAS Canada, Ontario and Ontario municipalities, as represented by AMO and Toronto entered into an Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities on June 17, 2005 (amended on June 20, 2007) (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer funds on behalf of Ontario municipalities made available pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement outlines a framework for the transfer of funds to Ontario municipalities, represented by AMO and Toronto with stable, reliable and predictable funding for environmentally sustainable infrastructure purposes;

WHEREAS Canada, Ontario and Ontario municipalities, represented by AMO and Toronto have amended the Canada-Ontario-AMO-Toronto Agreement on September 3, 2008, in order to confirm municipalities' Gas Tax Fund allocations to 2014;

AND WHEREAS AMO and the Recipient have previously entered into a Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities;

NOW THEREFORE this Amending Agreement witnesseth that:

61. The preamble forms an integral part of this Amending Agreement.
62. Terms not defined in this Amending Agreement have the meanings assigned in the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
 - a. *Audit Statement* definition is deleted and replaced as follows:

"Audit Statement" means a written audit statement to be prepared and delivered to AMO as set out in section 7.1h hereto.

b. *End of Funds* definition is deleted and replaced as follows:

“**End of Funds**” means March 31, 2014.

c. *Infrastructure Program* definition is deleted and replaced as follows:

“**Infrastructure Program**” means Canada’s infrastructure programs in existence at the time of the execution of this *Agreement*.

d. *Large Municipalities* definition is deleted and replaced as follows:

“**Large Municipalities**” means those Municipalities with a 2006 National Census data population of 500,000 or more including the Regional Municipalities of Durham, Peel and York and the Cities of Hamilton, Mississauga and Ottawa.

e. *Treasurer* definition is added:

“**Treasurer**” means a municipal treasurer as defined in subsection 286(1) of the *Municipal Act, 2001* (Ontario).

f. *Treasurer’s Certificate* definition is added:

“**Treasurer’s Certificate**” means a written statement by the *Treasurer* to be prepared and delivered to AMO as set out in section 7.1i hereto and in the form identified in Schedule H attached.

63. Section 2.1 is deleted and replaced as follows:

2.1. **Term.** Subject to any extension or termination of this *Agreement* or the survival of any of the provisions of this *Agreement* pursuant to the provisions contained herein, this *Agreement* shall be in effect from the date set out on the first page of this *Agreement*, up to and including March 31, 2015.

64. Section 3.1c is deleted and replaced as follows:

c. ensure that there is no reduction in capital funding provided by Municipalities for *Municipal Infrastructure*.

65. Section 3.1d is deleted and replaced as follows:

d. In the case of *Recipients* that are *Municipalities* in excess of 100,000 in population, ensure that over the period of January 1, 2010 to March 31, 2014 the *Recipient’s* capital spending on *Municipal Infrastructure* shall not fall below its *Base Amount*; and,

66. Section 3.1e is added:

- e. ensure any of its contracts for the supply of services or materials to implement its responsibilities under this *Agreement* shall be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.
- 67. Section 4.2 is deleted and replaced as follows:
 - 4.2. **Exception.** For *Large Municipalities*, the list of eligible categories shall consist of no more than two (2) of the categories in Section 4.1 a. to f.
- 68. Section 5.4 is deleted and replaced as follows:
 - 5.4. **Retention of Receipts.** The *Recipient* shall retain all evidence (such as invoices, receipts, etc.) of payments related to *Eligible Costs* and such supporting documentation must be available to Canada when requested and maintained by the *Recipient* for audit purposes in accordance with the municipal records retention by-law.
- 69. Section 6.7 is deleted and replaced as follows:
 - 6.7. **Expenditure of Funds.** The *Recipient* shall expend all *Funds* by December 31, 2016.
- 70. Section 6.8 is deleted and replaced as follows:
 - 6.8. **GST and HST.** The use of *Funds* is based on the net amount of goods and services tax or harmonized sales tax to be paid by the *Recipient* pursuant to the Excise Tax Act (Canada) net of any applicable rebates.
- 71. Section 7.1h is deleted and replaced as follows:
 - h. an annual *Audit Statement*, if *Funds* were applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. An annual *Audit Statement* is to be prepared by the *Recipient's* auditor in accordance with section 5815 of the Canadian Institute of Chartered Accountants Handbook – Special Reports — Audit Reports on Compliance With Agreements, Statutes and Regulations, providing assurance that the terms of the *Agreement* have been adhered to and *Funds* received by the *Recipient* have been spent in accordance with the *Agreement*;
- 72. Section 7.1i is added:
 - i. a *Treasurer's Certificate*, if *Funds* were not applied to *Eligible Costs* incurred for *Eligible Projects* in respect of the previous *Municipal Fiscal Year*. A *Treasurer's Certificate* is to be prepared by the *Recipient's Treasurer*, providing assurance that activity related to sections 6.4, 6.5, and 11 has been conducted within the terms and conditions of the *Agreement*.
- 73. Section 7.2 is deleted and replaced as follows:
 - 7.2. **Outcomes Report.** The *Recipient* shall account in writing for outcomes

achieved as a result of the Funds through an *Outcomes Report* to be submitted to AMO upon completion of an *Eligible Project* and to be made available publicly in manner consistent with financial reporting under the *Municipal Act, 2001* S.O. 2001 c.25 by March 31st of the following *Municipal Fiscal Year*.

- a. The *Recipient's Outcomes Report* shall report in writing on the cumulative investments made, in a manner to be provided by AMO, including information on the degree to which these investments have actually contributed to the objectives of cleaner air, cleaner water and reduced greenhouse gas emissions.
74. Section 9.2 is deleted and replaced as follows:
9.2. **Separate Records.** The *Recipient* shall maintain separate records and documentation for the *Funds* and keep all records including invoices, statements, receipts and vouchers in respect of *Eligible Projects* that *Funds* are paid in respect of in accordance with the municipal records retention by-law. Upon reasonable notice, the *Recipient* shall submit all records and documentation relating to the *Funds* to Canada for inspection or audit.
75. Notwithstanding the date of execution of this Amendment Agreement, the provisions of this Amending Agreement are in effect as of January 1, 2010 and continue in effect for the duration of the term of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities.
76. Section 14.3 is deleted and replaced as follows:
14.3. **Addresses for Notice.** Further to Section 14.1 of this *Agreement*, notice can be given at the following addresses:

- a. If to AMO:

Executive Director
Federal Gas Tax Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Facsimile: 416-971-6191
Email: gastax@amo.on.ca

b. If to the Recipient:

Joseph M. Fratesi
CAO
City of Sault Ste. Marie
Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Telephone: (705) 759-2500
Facsimile: (705) 759-2310
Email: j.fratesi@cityssm.on.ca

77. Section 15.4 is deleted and replaced with the following:
15.4 Survival. The following schedules, sections and provisions of this agreement shall survive the expiration or early termination hereof: Sections 5, 6.7, 7, 9.3, 10.4, 10.5, 11, 12.3, 15.7, and Schedule G.
78. Section 16.1, Schedule A is amended as attached.
79. Section 16.1, Schedule H is added as attached.
80. Except as amended herein, the provisions of the Municipal Funding Agreement For the Transfer of Federal Gas Tax Revenues Under The New Deal for Cities and Communities remain in full force and effect.

10(b)

IN WITNESS WHEREOF this *Agreement* has been executed by the duly authorized officers of the parties hereto as of the date first above written.

RECIPIENT'S NAME: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
By:

ffix
orporate
eal

Name: John Rowswell
Title: Mayor

Date March 8, 2010

Name: Malcolm White
Title: Clerk

Date March 8, 2010

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO
By:

ffix
orporate
eal

Title: Executive Director

Date

In the presence of:

Witness
Title: Director of Administration
and Business Development

Date

10(b)

SCHEDULE A
SCHEDULE OF FUND PAYMENTS

RECIPIENT'S NAME: The Corporation of the City of Sault Ste. Marie

The following represents the minimum Funds and schedule of payments over the life of this Amending Agreement.

| Year | Schedule of Fund Payments | |
|------|---------------------------|----------------|
| | July 15th | November 15th |
| 2010 | \$2,299,029.90 | \$2,299,029.90 |
| 2011 | \$2,299,029.90 | \$2,299,029.90 |
| 2012 | \$2,299,029.90 | \$2,299,029.90 |
| 2013 | \$2,299,029.90 | \$2,299,029.90 |

SCHEDULE H
TREASURER'S CERTIFICATE

To the Association of Municipalities of Ontario

As the *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME>, I acknowledge that for the 20__ *Municipal Fiscal Year*, there were no *Eligible Costs* incurred for *Eligible Projects* under the *Agreement*.

I confirm that the Corporation of <INSERT MUNICIPAL NAME> received its Federal Gas Tax allocation for the 20__ *Municipal Fiscal Year* within the terms and conditions specified in section 6.4 of the *Agreement*.

I also confirm that the carry-over of unexpended *Funds* followed the terms and conditions of section 6.5 of the *Agreement*. Specifically, the interest earned on unspent funds has been calculated on a reasonable basis, the interest was calculated on a similar basis as other reserve and reserve funds, and that the interest rate used is comparable to the one used for other reserve funds which are required to earn interest.

I also confirm that the title to *Municipal Infrastructure* resulting from *Eligible Projects* is retained by the Corporation of <INSERT MUNICIPAL NAME> as specified under section 11.1 of the *Agreement*.

As the duly appointed *Treasurer* of the Corporation of <INSERT MUNICIPAL NAME> I hereby certify that, as at December 31, 20__, activity related to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities dated <INSERT DATE ON MFA> between the Association of Municipalities of Ontario and the <INSERT MUNICIPAL NAME>, has been conducted within the terms and conditions set out in the *Agreement*.

Name:

Date

Title:

<INSERT MUNICIPAL NAME>

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-55

DEVELOPMENT CONTROL: A by-law to designate the lands located at 520 Allen's Side Road an area of site plan control (McRain Developments Inc.).

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

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. **EFFECTIVE DATE**

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

PASSED in Open Council this 8th day of March, 2010.

NOTICE

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CITY SOLICITOR

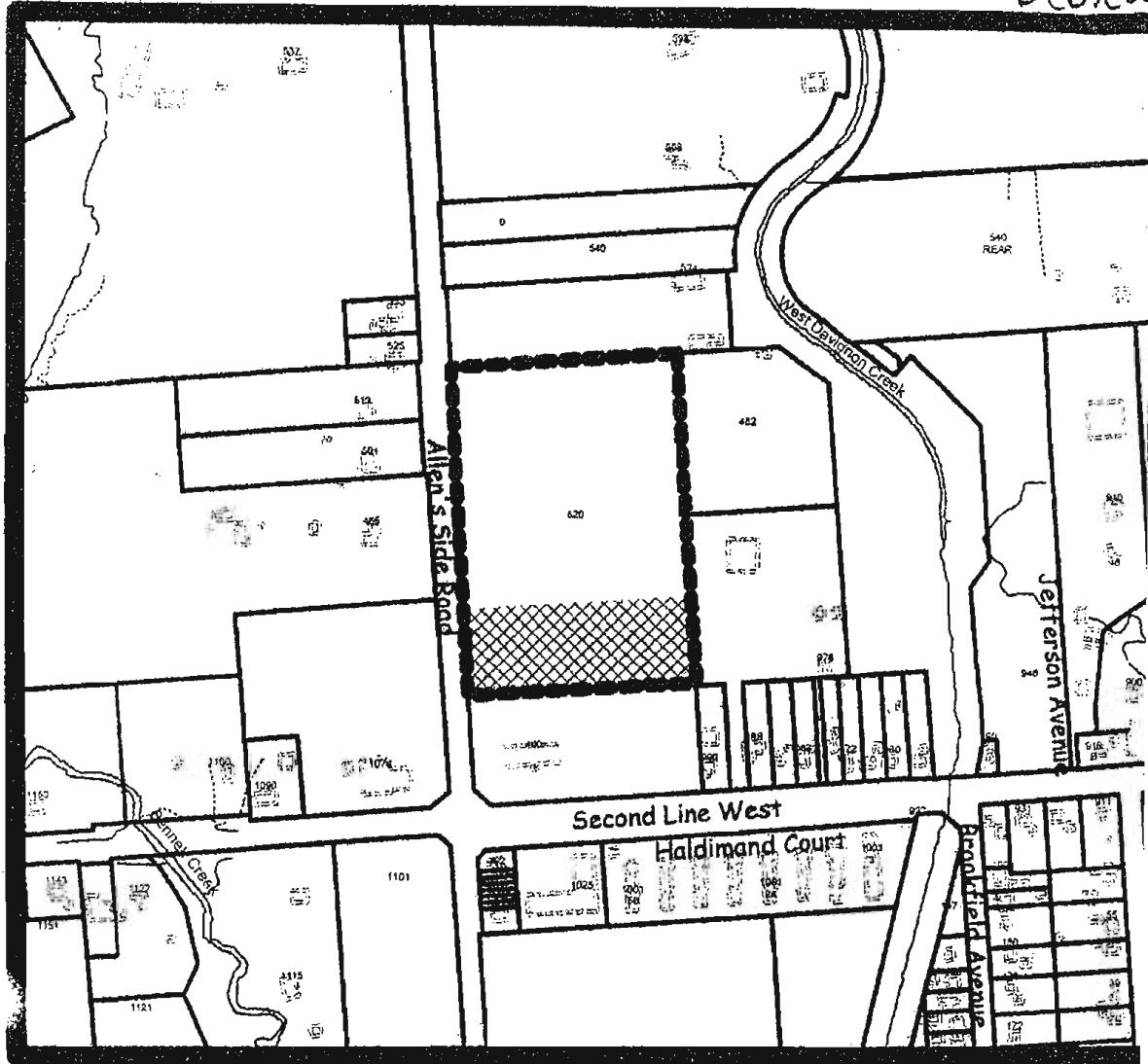
MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2010-55 OF THE CORPORATION OF THE CITY
OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 8TH DAY OF
MARCH, 2010.

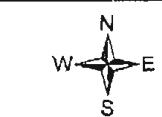
10(c)

b(6)(a)



SUBJECT PROPERTY MAP

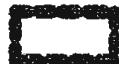
APPLICATION A-4-10-Z-OP
520 ALLEN'S SIDE ROAD



Metric Scale
1 : 5000

Maps
77 & 1-85

Mail Labels
A4-10



Subject Property - 520 Allens Side Rd



Area-to-be-Rezoned - Frontage = 76.2m [250']

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-58

DEVELOPMENT CONTROL: A by-law to designate the lands located at 2325 Great Northern Road an area of site plan control (Palmer Construction Group).

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

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 2000, chapter P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the Planning Act and the Municipal Act.

5. EFFECTIVE DATE

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

PASSED in Open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

/staff/on/zoning/by-laws/2010-58

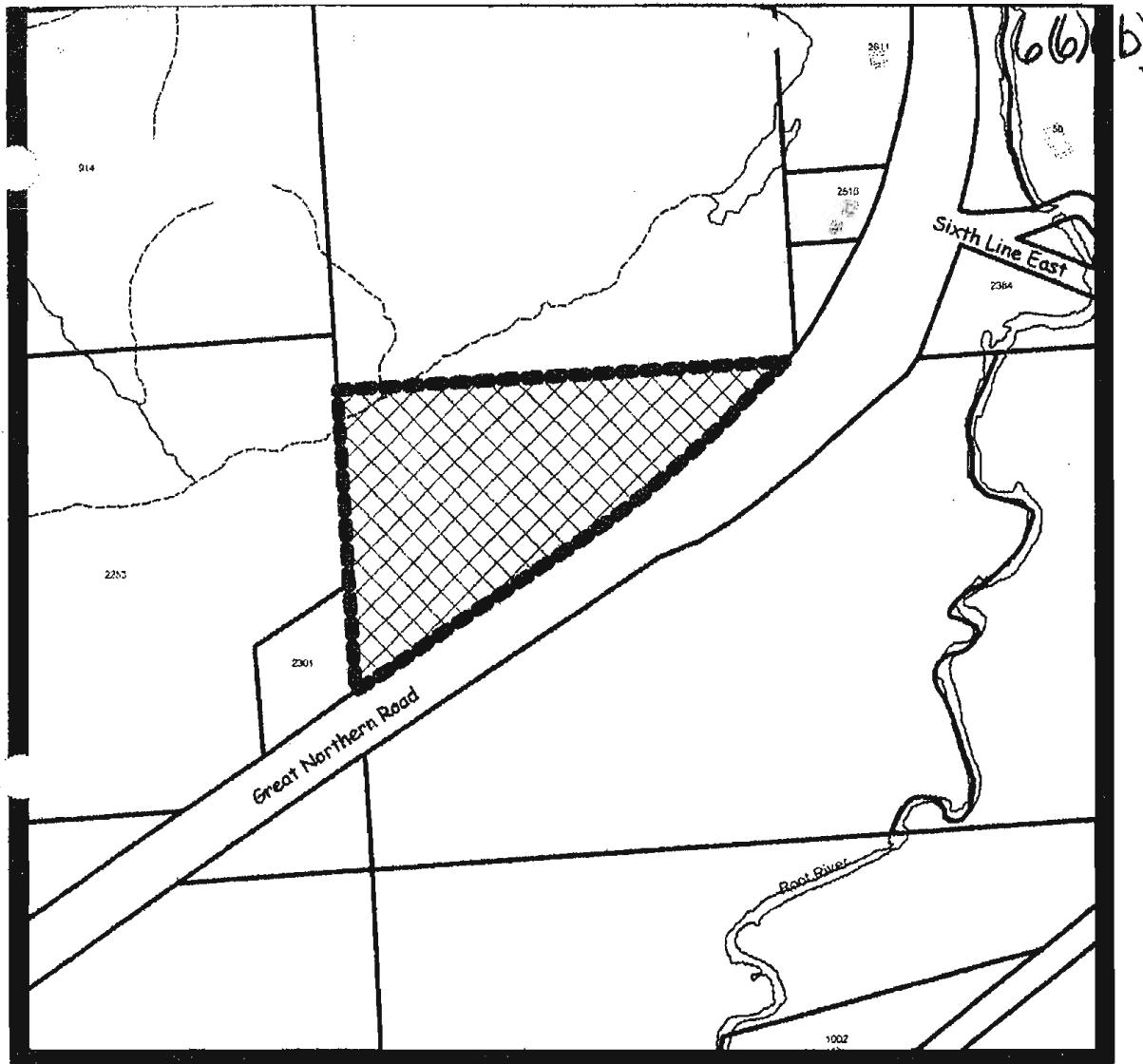
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CITY SOLICITOR

10(d)

SCHEDULE "A" TO BY-LAW 2010-58 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE PASSED IN OPEN COUNCIL THIS 8TH DAY OF MARCH, 2010.



SUBJECT PROPERTY MAP

APPLICATION A-5-10-Z
2325 GREAT NORTHERN ROAD



Metric Scale
1 : 5000

Mail Labels
A5-10

Maps
505 & 2-73

Legend

Subject Property - 2325 Great Northern Road

Subject Property - 2325 Great Northern Road

10 (e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-60

LANE ASSUMPTION: a by-law to assume for public use and establish as a public lane, a lane in the Laird Subdivision

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. LANES ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described on Schedule "A" to this by-law.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK - MALCOLM WHITE

da/by-laws/by-laws2010/ 2010-60 lane assump Laird Sub

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CITY SOLICITOR

10(e)

SCHEDULE "A"
TO BY-LAWS 2010-60 AND 2010-61

The first north/south laneway lying west of Summit Avenue
and north of north of Borron Avenue, Laird Subdivision, Plan 71.

| MacDONALD AVENUE | | | |
|------------------|--------------|-------------|---------------|
| #44 | 123.4' 57.5' | 59 | #99 |
| #40 | 66' 60' 66' | 66' 58' 66' | #95 |
| #36 | 61 | 56 | #93 |
| #32 | 62 | 55 | #85 |
| #28 | 63 | 54 | #83 |
| #24 | 64 | 53 | #81 |
| #18 | 65 | 52 | #75 |
| #14 | 66 | 51 | #71 |
| LAIRD STREET | | | SUMMIT AVENUE |
| | 67 | 50 | |
| | 68 | 49 | |
| | 123.4' | 123.4' | |
| BORRON AVENUE | | | |
| | #61 | #65 | |

SUBJECT LANEWAY

4
N
Subdivision - Laird
Map - 18

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-53

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 171 to the Official Plan (McRain Developments Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 171 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

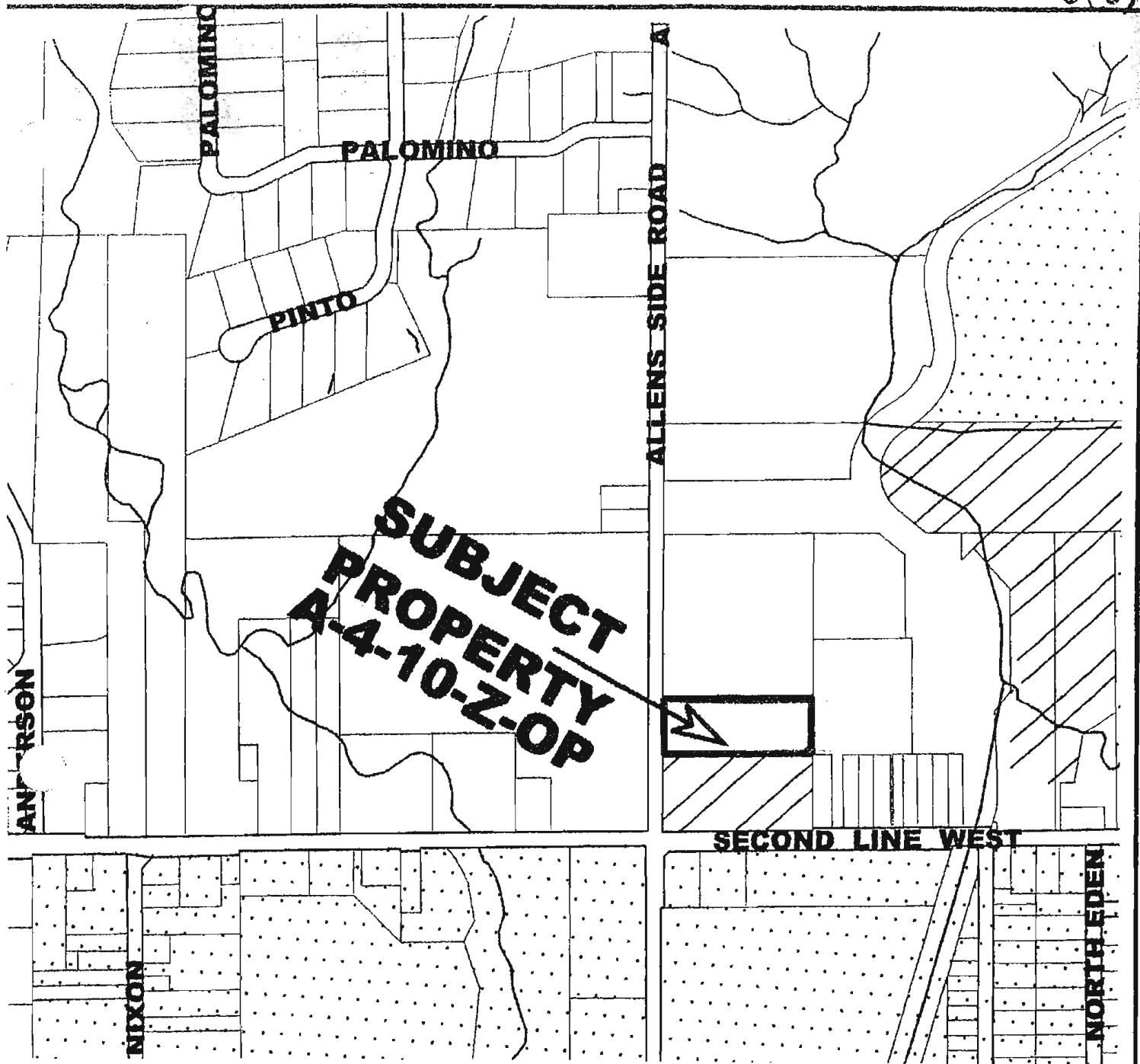
CITY CLERK – MALCOLM WHITE

staff/on/zoning/OPby-laws/2010-53

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CITY SOLICITOR

10 (+)
6(6)



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



INDUSTRIAL



PARKS
RECREATIONAL



COMMERCIAL

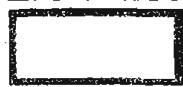


INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 171



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-59

PROPERTY SALE: (P.4.6.412) to authorize the conveyance of 68 Dacey Road, (south of Queen Street) to William Batman or as otherwise directed by him.

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. **SCHEDULE "B"**

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

6. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

da/By-Law 2010/2010-59 st Batman William Dacey Rd prop.doc

NOTICE

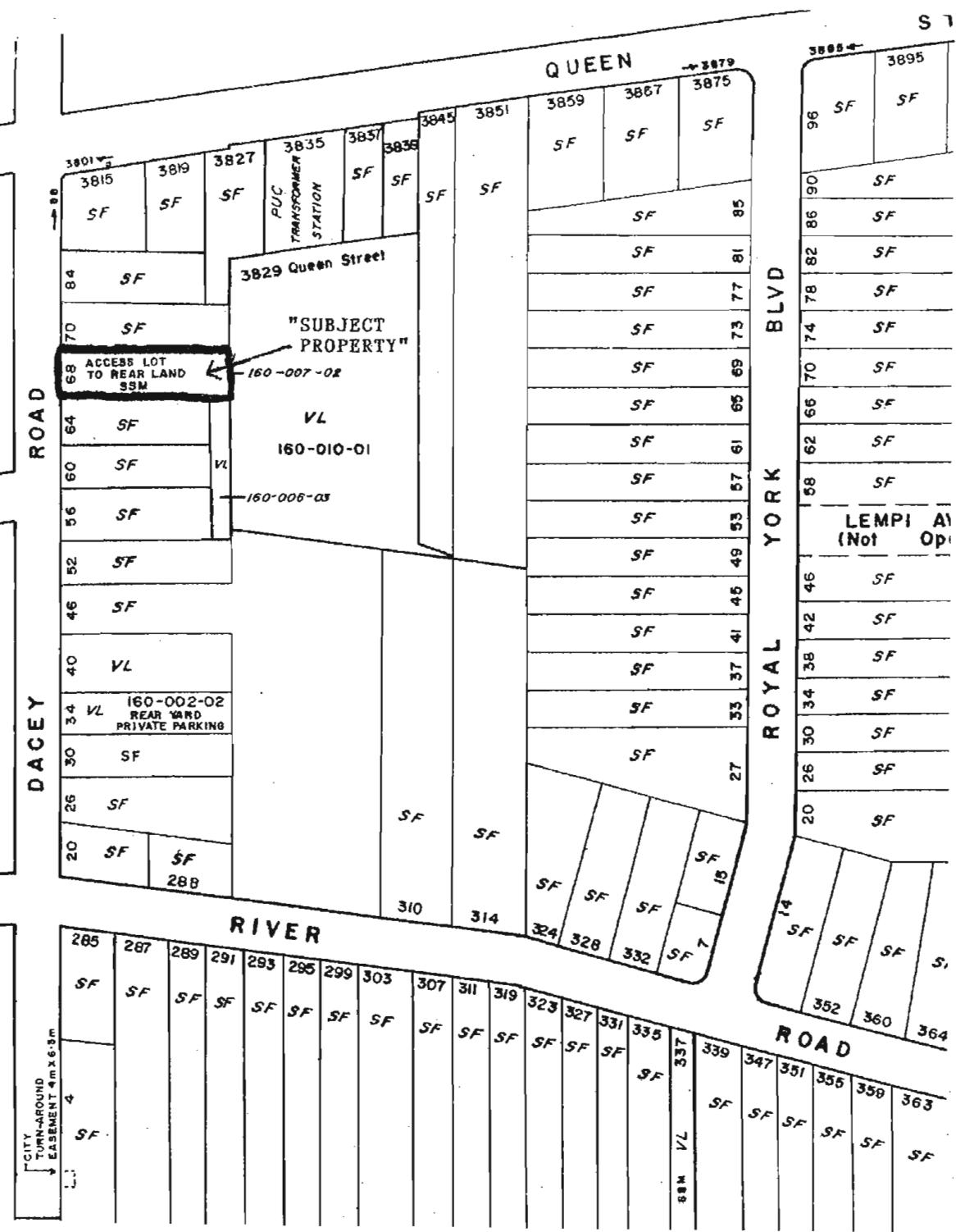
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CITY SOLICITOR

10(g)

SCHEDULE "A" TO BY-LAW 2010-59

VENDOR: The Corporation of the City of Sault Ste. Marie
PURCHASER: William Batman
ADDRESS: 68 Dacey Road
LEGAL DESCRIPTION: PIN 31486-0205 - PT LT 77 RCP H708 RANKIN
LOCATION PT 2 AND PT 5 ON 1R6945
CONSIDERATION: \$35,000.00
(subject to the usual adjustments)



Agreement of Purchase and Sale

10(g)

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this..... 29th day of January 20 10

BUYER, WILLIAM BATMAN , agrees to purchase from
 (Full legal names of all Buyers)

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE , the following
 (Full legal names of all Sellers)

REAL PROPERTY:

Address 68 Dacey Road fronting on the side
 of in the City of Sault Ste. Marie

and having a frontage of more or less by a depth of more or less
 and legally described as .. PIN 31486-0205 -- PT LT 77 RCP H708 RANKIN LOCATION PT 2 & 5, 1R6945;

S/T T363439 (SECONDLY DESCRIBED); SAULT STE. MARIE (the "property").
 (Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) .. 35,000.00

THIRTY-FIVE THOUSAND Dollars

DEPOSIT: Buyer submits .. upon acceptance
 (Herewith/Upon Acceptance/as otherwise described in this Agreement)

ONE HUNDRED Dollars (CDN\$) .. 100.00

by negotiable cheque payable to... the Seller (paid December 1, 2009) "Deposit Holder"
 to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
 For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
 Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
 unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
 non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 5:00 a.m./p.m. on
 (Seller/Buyer)

the 8th day of February 20 10, after which time, if not accepted, this
 Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 26th day
 of February 20 10 Upon completion, vacant possession of the property shall be given to the
 Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant
 to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby
 appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a
 Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled
 or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any
 notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto,
 this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule
 hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the
 Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Seller) FAX No. .. 949-3904 (For delivery of notices to Buyer)

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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Form 100

2010

Page 1 of 5

4. **CHATTERS INCLUDED:** nil
-
.....
.....
5. **FIXTURES EXCLUDED:** nil
-
.....
.....
6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: nil
-
.....
7. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be **included in** (included in/in addition to) the Purchase Price. If this transaction is not subject to G.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to G.S.T.
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the **24th** day of **February** 2010, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (..... **vacant land**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registered documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



10(g)

(Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 100

2010

Page 3 of 5

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10(g)

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

[Witness]

Jessy Sears

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer)

Luk R. S.



DATE January 29, 2010

[Witness]

(Buyer)



DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

[Witness]

(Seller)



DATE February 2, 2010

[Witness]

(Seller)



DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Witness]

(Spouse)



DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

[Signature of Seller or Buyer]

INFORMATION ON BROKERAGE(S)

| | |
|----------------------------|-------------------|
| Listing Brokerage..... | Tel. No. (.....). |
| Co-op/Buyer Brokerage..... | Tel. No. (.....). |

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Seller] DATE.....

[Seller] DATE.....

Address for Service.....

..... Tel. No. (.....).

Seller's Lawyer.....

Address.....

(.....) Tel. No. (.....) FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Buyer] DATE.....

[Buyer] DATE.....

Address for Service.....

..... Tel. No. (.....).

Buyer's Lawyer: **IAN D. HUGILL**

Address: **421 Bay St., #505, Sault Ste. Marie, ON**

(.....) **949-4504** (.....) **949-3904**

..... Tel. No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Schedule A
Agreement of Purchase and Sale

10(g)

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, WILLIAM BATMAN....., and

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE.....

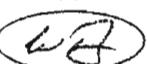
for the purchase and sale of **68 Dacey Road, Sault Ste. Marie, ON**.....

..... dated the **29th** day of **January**, 2010.

Buyer agrees to pay the balance as follows:

On closing, the Buyer agrees to pay the balance of the purchase price subject to the usual adjustments.

This form must be initialed by all parties to the Agreement of Purchase and Sale..

INITIALS OF BUYER(S):**INITIALS OF SELLER(S):**

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Form 100

2010

Page 5 of 5

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-48

REGULATIONS: (R.1.2.19) A by-law to amend By-law 2008-149 (a by-law for the control and management of refuse and recycling scavenging).

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 11(1)(3) of the Municipal Act, 2001 S.O. 2001 c. 25 ENACTS as follows:

1. AMENDMENTS TO BY-LAW 2008-149

(a) Section 2 of By-law 2008-149 is repealed and replaced with the following:

"2. SCAVENGING PROHIBITED

No person or entity shall engage in the act of separation, recovery, collection, or removal of garbage or recycling set out for collection, unless the Corporation provided them written consent to do so."

(b) Section 4 of By-law 2008-149 is repealed and replaced with the following:

"4. NO REMOVAL

No person or entity, other than that of the licensed contractor or corporation under contract with the City, shall remove any materials from any recycling or refuse container intended for collection, and no person or entity shall interfere with the licensed contractor or the corporation while material is being collected."

2. EFFECTIVE DATE

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

PASSED in Open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

DH Bylaws\2010\2010-48 Scavenging By-law amendment

NOTICE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-52

REGULATIONS: (R.1.2.5) A by-law to amend By-law 2009-187, being a by-law submitting to the vote of the electors a municipal question regarding store openings on December 26th pursuant to section 8.1(1)(b) of the *Municipal Elections Act*.

WHEREAS by By-law 2009-187 Council approved the wording of a municipal question to be submitted to the vote of electors on the municipal ballot for the 2010 municipal election;

AND WHEREAS an appeal was made to the Chief Electoral Officer for the Province of Ontario to determine whether the question enacted by By-law 2009-187 complied with subsection 8.2(2) of the Municipal Elections Act;

AND WHEREAS a hearing of the appeal was held on February 17, 2010, before Chair Hugh Christie on behalf of the Chief Electoral Officer;

AND WHEREAS by decision dated February 18, 2010 (a copy of which is appended hereto) Chair Christie ordered that the question be amended;

AND WHEREAS the Corporation seeks to amend the question in By-law 2009-187 as ordered by Chair Christie;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 8.1(1)(b) of the *Municipal Elections Act* ENACTS as follows:

1. **AMENDMENTS TO BY-LAW 2009-187**

- (a) The preamble of By-law 2009-187 is hereby repealed and replaced with the following:

"REGULATIONS: (R.1.2.5) A by-law for submitting to the vote of the electors a municipal question regarding store openings on December 26th pursuant to section 8.1(1)(b) of the *Municipal Elections Act*."

- (b) Section 1 of By-law 2009-187 is hereby repealed and replaced with the following:

"1. **SUBMITTING QUESTION TO THE VOTE OF THE ELECTORS - STORE OPENING ON DECEMBER 26TH**

A municipal question is to be submitted to the vote of the electors by placing the following question on the municipal ballot for the municipal election to be held on November 8, 2010, or such other date as determined by legislation:

"Are you in favour of retail establishments opening on December 26th?"

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CITY SOLICITOR

YES _____ NO _____"

2.

EFFECTIVE DATE

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

PASSED in open Council this 8th day of March, 2010.

MAYOR - JOHN ROWSWELL

CLERK - MALCOLM WHITE

DH Bylaws\2010\2010-52 amends Boxing Day question at election.doc

10(i)

Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended

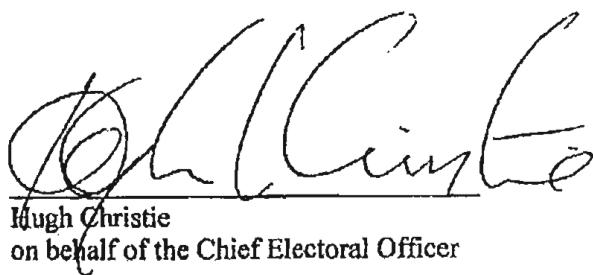
In The Matter Of an Appeal under subsection 8.1(6) of the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, as amended to determine whether the question enacted by By-law No. 2009-187 of the Corporation of the City of Sault Ste. Marie complies with paragraph 3 of subsection 8.1(2) of the said *Act*.

Before Mr. Hugh Christie)
(Designate of the Chief Electoral Officer)) the 18th day of February, 2010
)

ORDER

Upon the appeal of The NRPA Inc and upon hearing the submissions of counsel for the parties in the matter:

1. It is ordered that By-law 2009-187 be amended so that the proposed question reads:
 - a. "Are you in favour of retail establishments opening on December 26th?"



Hugh Christie
on behalf of the Chief Electoral Officer

Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended

In The Matter Of an Appeal under subsection 8.1(6) of the *Municipal Elections Act*, S.O. 1996, c.32, as amended to determine whether the question enacted by By-law No. 2009-187 of the Corporation of the City of Sault Ste. Marie complies with paragraph 3 of subsection 8.1(2) of the said *Act*.

)
Before Mr. Hugh Christie) Hearing held
(Designate of the Chief Electoral Officer)) the 17th day of February, 2010,
) in Sault Ste. Marie
)

REASONS FOR DECISION

1. This is an appeal pursuant to section 8.1(6) of the *Municipal Elections Act* (the "Act"). I sit as designate of the Chief Electoral Officer for the Province of Ontario, as contemplated by subsection 8.1(9) of the *Act*. Prior to hearing any submissions on this matter, all parties agreed that this hearing was properly constituted, and that I have jurisdiction to hear the matter and decide it as the designate of the Chief Electoral Officer.
2. By-law 2007-119 of the City of Sault Ste. Marie requires business establishments, with some exceptions, to close on December 26th each year. According to the City solicitor, since the passing of By-law 2007-119... "shopping on Boxing Day has come up a number of times over the last few years" ...and "City council decided to put the matter on the ballot to get the views of the electorate". By that statement, the City solicitor means that the City council of Sault Ste. Marie, on authority of section 8.1(b) of the *Act* passed by-law 2009-187, causing the following question to be submitted to the electors in the 2010 municipal election:

"Are you in favour of retail establishments (stores) opening on December 26th ("Boxing Day")."

3. The appellant, Northern Retail Professionals Association Inc. ("NRPA") appeals, saying that the proposed question does not comply with paragraph 8.1(2) 3, of the *Act*, which reads as follows:
 - (2) A question authorized by by-law under clause 8 (1)(b) shall comply with the following rules:

3.It shall be clear, concise and neutral.
4. The NRPA says that the proposed question is not clear, not concise and not neutral.
5. Let me first deal with the question of neutrality. While there is no direction to assist me in what was meant by the word neutral, it seems to me that it means that the wording of the question must not suggest an answer to those answering it. The question should not contain a bias towards one answer or the other.
6. On my reading of the proposed question, it is neutral. It does not attempt to influence the voter to answer in any particular way. Accordingly, I disagree with the NRPA with respect to the issue of neutrality.
7. With respect to whether the question is concise, the NRPA submits:

It fails to be *concise* by using words and phrases, that do not add any clarification or insight but instead elongate and congest the question.
8. With respect to whether the question is clear, the NRPA submits:

“Boxing Day” is a Statutory Holiday governed by the Federal Government while December 26th is a Civic Holiday is [sic] legislated by the local Municipality. The proposed question, without clarification may cause the electorate to wonder which holiday they are voting on. A clear question would make this understood and not something the electorate would have to research.
9. Based on those objections, the NRPA suggests the following question be posed instead of the question drafted by City Council:
 - a. “Are you in favour of the current By-Law, which requires certain retail businesses to be closed on December 26th, of each year?”
10. Counsel for the City of Sault Ste. Marie readily concedes that the particular question could have been worded in a number of different ways. She submits, however, that the proposed question passes the test for being concise and clear and I should show deference to City Council and not interfere with its chosen wording.
11. I agree with the NRPA that the proposed wording is unclear and not concise. The use of the bracketed words makes the question confusing and not concise. I also agree with Counsel for the City that my job is not to write what I consider to be the best question, but rather to amend the City’s question to the extent required to render it clear and concise. The members of City Council, after all, are those who are asking for the advice of the electorate. It is they who will ultimately act in light of that advice.
12. Accordingly, while I might prefer the wording of the NRPA question, I limit my order to the test referred to in the *Act*, namely that the question be clear, concise and neutral.

10(i)

13. Subsection 8.1(10) provides that I may make an order amending the by-law. Accordingly, I order that By-law 2009-187 be amended so that the proposed question reads:

a. "Are you in favour of retail establishments opening on December 26th?"

Dated: February 18, 2010


Hugh Christie
on behalf of the Chief Electoral Officer

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-50

TRAFFIC: (T.2.1.) A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding parking on Base Line and Schedule "G" of Traffic By-law 77-200 regarding Northern Avenue East.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended thereto by adding the following:

| <u>*NO.</u> | <u>STREET</u> | <u>SIDE</u> | <u>FROM</u> | <u>TO</u> | <u>PROHIBITED TIMES OR DAYS</u> |
|-------------|---------------|-------------|-------------------|---|---|
| 33A. | Base Line | North | W. Davignon Creek | 240 m of West Davignon Creek | any time from Dec. 1 st to Apr. 30 th |
| 33B. | Base Line | South | W. Davignon Creek | 450 m west of West Davignon Creek to entrance to 657 Base Line. | any time from Dec. 1 st to Apr. 30 th |

2. SCHEDULE "G" OF BY-LAW 77-200 AMENDED

Schedule "G" of By-law 77-200 is amended thereto by adding the following:

| <u>*NO.</u> | <u>INTERSECTION OR OTHER LOCATION</u> |
|-------------|---|
| 41A. | Northern Ave. mid-block at 248 Northern Ave. East". |

3. EFFECTIVE DATE

This by-law is effective from the day of its final passing.

PASSED in Open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

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CITY SOLICITOR

CITY CLERK – MALCOLM WHITE

10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-54

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 concerning lands located at Civic No. 520 Allen's Side Road (McRain Developments Inc.).

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. 520 ALLEN'S SIDE ROAD; LOCATED ON THE EAST SIDE OF ALLEN'S SIDE ROAD APPROX. 98m NORTH OF ITS INTERSECTION WITH SECOND LINE WEST; CHANGE FROM R.A. TO M.1.S.

The zone designation on the lands described in section 2 of this by-law, which lands are shown on map 1-85 of Schedule "A" to Zoning By-law 2005-150 is changed from R.A. (Rural Area) zone to M.1.S. (Light Industrial) zone with a special exception, to permit the manufacture and assembly of solar panels.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(291) and the heading as follows:

2(291) 520 Allen's Side Road

"Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Allen's Side Road approximately 98m north of its intersection with Second Line West and having civic number 520 Allen's Side Road and marked subject property on the map attached as Schedule 291 hereto is changed from R.A. (Rural Area) zone to M.1.S. (Light Industrial) zone with a special exception to permit, in addition to the uses permitted in a M.1, Light Industrial Zone, a facility for the manufacture and assembly of solar panels provided however that the following uses are prohibited on the subject property:

- (1) Contractor's Yard
- (2) Delivery and Courier Services
- (3) Dry Cleaning and Laundry Plants
- (4) Manufacturing of Food and Beverages
- (5) Rental and Leasing and
- (6) Warehousing, Wholesaling and Distribution Services."

3. SCHEDULE "A"

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

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CITY SOLICITOR

10(K)

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 as amended by Official Plan Amendment No. 171.

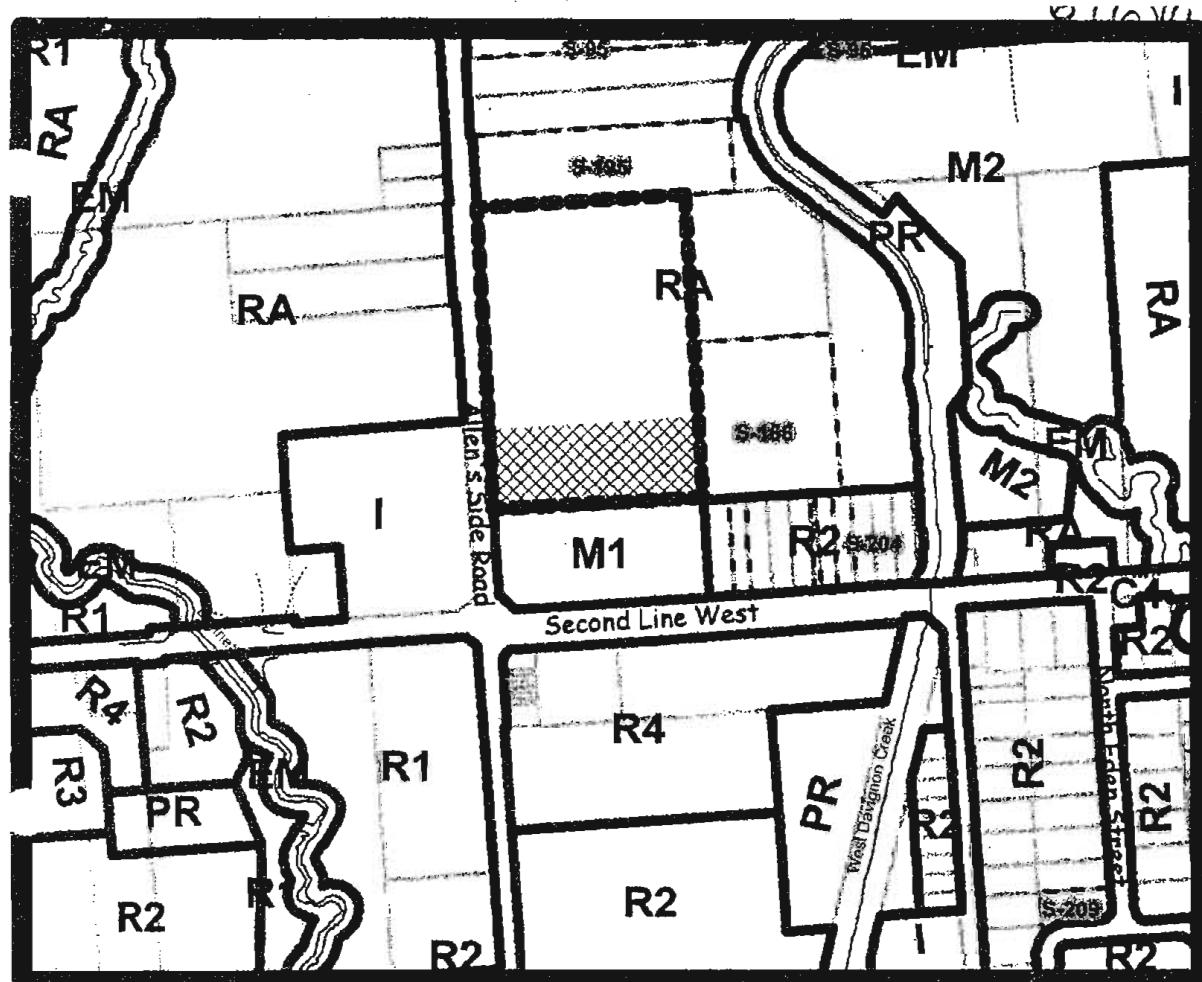
PASSED in Open Council this 8th day of March, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

10(K)

SCHEDULE "A" TO BY-LAW 2010-54 AND SCHEDULE 291 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 8TH DAY OF MARCH, 2010.



EXISTING ZONING MAP

Subject Property - 520 Allens Side Rd

Area-to-be-Rezoned - Frontage = 76.2m [250']



S-Number = SPECIAL ZONING BYLAW 2005-151

- M1 - Light Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- RA - Rural Area Zone; RAhp
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone

APPLICATION A-4-10-Z-OP
520 ALLEN'S SIDE ROAD

Metric Scale
1 : 5000

Maps
77 & 1-85

Mail Labels
A4-10

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-57

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2325 Great Northern Road (Palmer Construction Group).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **2325 GREAT NORTHERN ROAD; LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 158m SOUTH OF ITS INTERSECTION WITH SIXTH LINE; CHANGE FROM REX TO REX.S**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 2-73 of Schedule "A" to Zoning By-law 2005-150, is changed from REX(Rural Aggregate Extraction) zone to REX.S (Rural Aggregate Extraction) zone with a "special exception" to permit a portable asphalt plant.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(292) and heading as follows:

"2(292) 2325 Great Northern Road

Despite the provisions of By-law 2005-150, the lands located on the west side of Great Northern Road approximately 158m south of its intersection with Sixth Line and having Civic No. 2325 Great Northern Road and marked "subject property" on the map attached as Schedule 292 hereto is changed from REX (Rural Aggregate Extraction) zone to REX.S (Rural Aggregate Extraction) zone with a "special exception". A portable asphalt plant is permitted "in addition to those uses permitted in an REX Zone."

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 8th day of March, 2010.

NOTICE

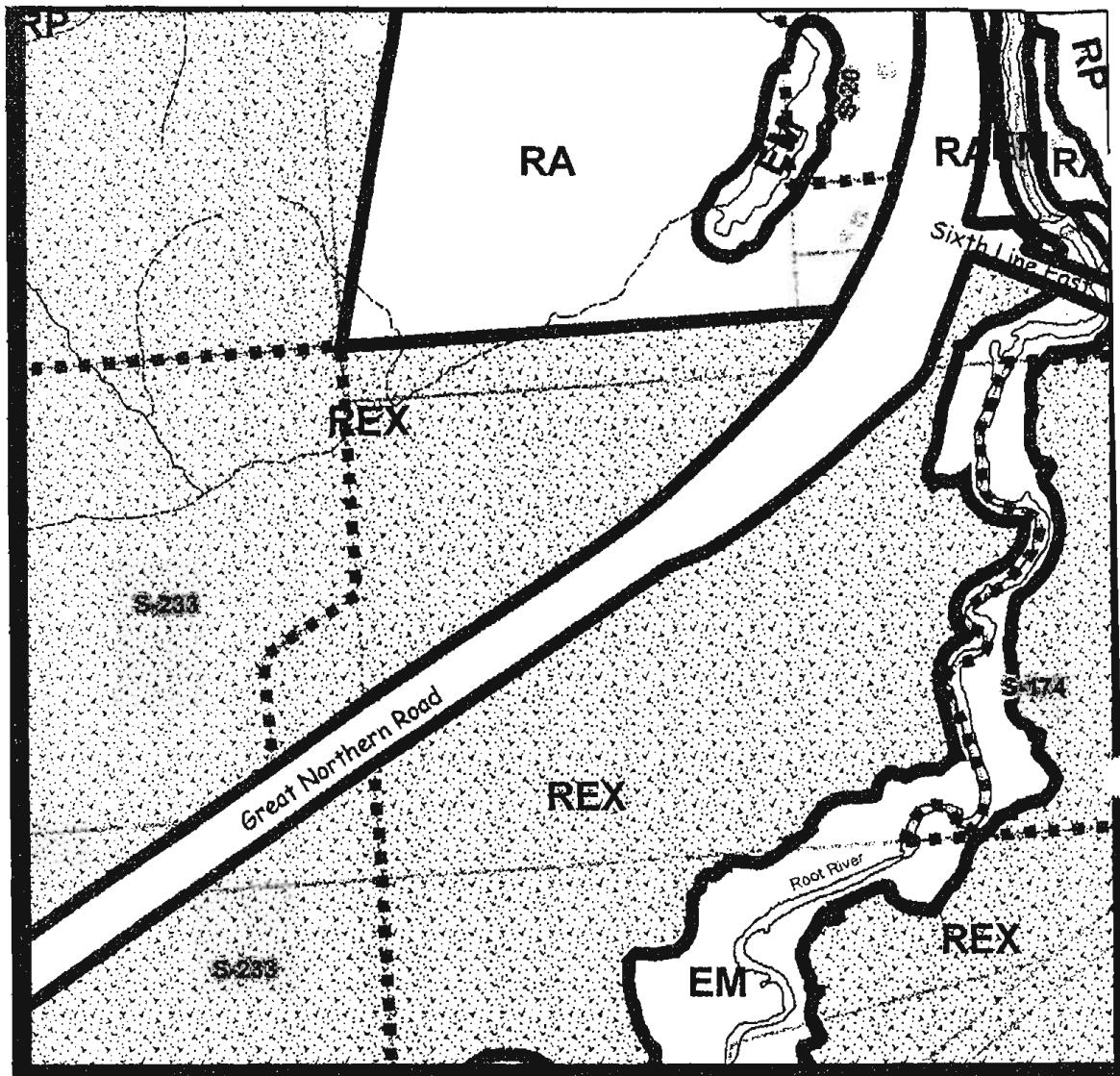
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CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

10(1)

SCHEDULE "A" TO BY-LAW 2010-57 AND SCHEDULE 292 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE PASSED IN OPEN COUNCIL THIS 8th DAY OF MARCH, 2010.



EXISTING ZONING MAP

APPLICATION A-5-10-Z
520 ALLEN'S SIDE ROAD



Maps
505 & 2-73

Metric Scale
1 : 5000

Mail Labels
A5-10

-  RA - Rural Area Zone
-  EM - Environmental Management Zone
-  RP - Rural Precambrian Uplands Zone
-  REX - Rural Aggregate Extraction Zone
-  S-Number = Special Exception Zoning

10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2010-61

LANE CLOSING: a by-law to stop up, close and authorize the conveyance of a lane in the Laird Subdivision

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-60;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

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 give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the FIRST and SECOND time this 8th day of March, 2010.

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CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK - MALCOLM WHITE

10(m)

READ a THIRD time and finally PASSED in open Council this day of
2010, after notice thereof had been published once a week for two consecutive
weeks and after the Council had met to hear every person who had applied to be
heard.

MAYOR - JOHN ROWSWELL

CITY CLERK - MALCOLM WHITE

10(m)

SCHEDULE "A"
TO BY-LAWS 2010-60 AND 2010-61

The first north/south laneway lying west of Summit Avenue
and north of north of Borron Avenue, Laird Subdivision, Plan 71.

| MacDONALD AVENUE | | | |
|------------------|------|-------|-------|
| #44 | 57.5 | 123.4 | 54.4 |
| | 59 | 68 | 58 |
| #40 | 66 | 60 | 66 |
| | | | 57 |
| #36 | | 61 | 56 |
| | | | |
| #32 | | 62 | 55 |
| | | | |
| #28 | | 63 | 54 |
| | | | |
| #24 | | 64 | 53 |
| | | | |
| #18 | | 65 | 52 |
| | | | |
| #14 | | 66 | 51 |
| | | | |
| SUBJECT LANEWAY | | 67 | 50 |
| | | | |
| | 66 | 68 | 49 |
| | | | |
| | | 123.4 | 123.4 |
| LAIRD STREET | | | |
| SUMMIT AVENUE | | | |
| BORRON AVENUE | | | |
| | | #61 | #65 |

4
N
Subdivision - Laird
Map - 18

LOCAL IMPROVEMENT: A by-law to authorize the construction of a concrete sidewalk on Second Line West from Great Northern Road to Old Garden River Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$27.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said work according to the extent of their respective frontages thereon and the remainder of the cost of the work shall be borne by the Corporation.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedules "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this _____ day of _____, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – MALCOLM WHITE

FIRST reading: March 8, 2010

SECOND reading: March 8, 2010

THIRD reading:

| |
|--|
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| CITY SOLICITOR |



10(n)

MAR 02 2010

LEGAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
 Civic Centre
 99 Foster Drive
 P.O. Box 580
 Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2010-56, SECTION 3
 REGULATION 119/03 MUNICIPAL ACT**

ENGINEER'S REPORT

2010 03 08

| | | |
|---|------------------|-----------------------------------|
| Nature of Work | Construction of: | Construction of concrete sidewalk |
| | On: | Second Line West |
| | From: | Great Northern Road |
| | To: | Old Garden River Road |
| Estimated Cost of Work | | \$45,000.00 |
| Estimated Assessable Abutting Frontage | | 311.657m |
| Estimated Cost to be Borne by Assessable Abutting Property | | \$ 8,414.74 |
| Estimated Cost to be Borne by The Corporation | | \$36,585.26 |
| Special Rate per Metre Frontage | | \$27.00 |
| Estimated Interest Rate Term | | 2.25% 10 years |
| Estimated Annual Rate per Metre Frontage | | \$3.05 |
| Estimated Lifetime of the Work | | 20 years |

Respectfully submitted,

Carl Rumiel, P. Eng.
 Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
 Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONCRETE SIDEWALK - SECTION 3

SCHEDULE "A"

BY-LAW 2010-56

| <u>JOB NUMBER</u> | <u>STREET</u> | <u>FROM</u> | <u>TO</u> | <u>LENGTH</u> | <u>WIDTH</u> | <u>SIDE</u> | <u>ASSESSABLE FRONTAGE</u> | <u>ESTIMATED COST</u> |
|-------------------|------------------|---------------------|-----------------------|---------------|--------------|-------------|----------------------------|-----------------------|
| A-10-9-01 | Second Line West | Great Northern Road | Old Garden River Road | 340m | 1.5m | South | 311.657m | \$45,000.00 |

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-17

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" Pavement on South Market Street from Boundary Road to Chambers Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedule "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$159.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "B" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 8th day of March, 2010.

MAYOR -JOHN ROWSWELL

CITY CLERK- MALCOLM WHITE

FIRST reading: January 11, 2010

SECOND reading: January 11, 2010

THIRD reading: March 8, 2010

staff/bylaws/bylaws2010-17/on

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



THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

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JAN 05 2010

LOCAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2010-17, SECTION 3

ENGINEER'S REPORT

2010 01 11

| | |
|---|---|
| Nature of Work | Construction of: Construction of Class "A" pavement |
| On: | South Market Street |
| From: | Boundary Road |
| To: | Chambers Avenue |
| Estimated Cost of Work | \$1,400,000.00 |
| Estimated Assessable Abutting Frontage | 582.3m (Class "A" pavement) |
| Estimated Cost to be Borne by Assessable Abutting Property | \$92,585.70 (Class "A" pavement) |
| Estimated Cost to be Borne by The Corporation | \$1,307,415.30 |
| Special Rate per Metre Frontage | \$159.00 (Class "A" pavement) |
| Estimated Interest Rate Term | 2.25% 10 years |
| Estimated Annual Rate per Metre Frontage | \$17.93 (Class "A" pavement) |
| Estimated Lifetime of the Work | 20 years |

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcett, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-17

| <u>JOB NUMBER</u> | <u>STREET</u> | <u>FROM</u> | <u>TO</u> | <u>LENGTH</u> | <u>WIDTH</u> | <u>#OF P.D.C.</u> | <u>ASSESSABLE FRONTAGE</u> | <u>ESTIMATED COST</u> |
|-------------------|---------------------|---------------|-----------------|---------------|--------------|-------------------|----------------------------|-----------------------|
| A-2009-7-05 | South Market Street | Boundary Road | Chambers Avenue | 485.0m | 10.0m | n/a | 582.3m | \$92,585.70 |

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