

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 05 30

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2011 05 09 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the Agenda for the 2011 05 30 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Charlotte Mandolesi representing the G. Verdi Lodge will be in attendance concerning Proclamation – Verdi Social Program for Challenged Adults.
- b) Brian Curran, President and CEO, PUC Inc. will be in attendance concerning the PUC Inc. and PUC Services Inc. Shareholder Annual Meeting.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that City Council is now authorized to meet in Open Session as the sole shareholder of PUC Inc. and PUC Services Inc.; and Further resolved that City Council appoints Mayor Debbie Amaroso as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

PART ONE – CONSENT AGENDA

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that all the items listed under date 2011 05 30 - Part One - Consent Agenda be approved as recommended.

- a) Correspondence from FONOM is attached for the information of Council.
- b) Correspondence from the Town of Amherstburg (concerning Nuclear Reactor Program), the Township of Sables-Spanish Rivers (concerning a cycling trail from Sault Ste. Marie to Sudbury) and the Municipality of West Nipissing (concerning Hydro-electric Rates) is attached for the information of Council.
- c) A letter from the Premier of Ontario concerning a recent Council resolution is attached for the information of Council.
- d) A letter from the VP Store Development & Real Estate, LCBO concerning a new large format store is attached for the information of Council.
- e) A letter from the Area Manager, Heart and Stroke Foundation concerning the closure of the local Cardiac Rehabilitation Clinic is attached for the information of Council.
- f) Correspondence from OLG concerning the appointment of their new President and Chief Executive Officer is attached for the information of Council.
- g) Letters of request for temporary street closings are attached for the consideration of Council.
 - 1. on Russ Ramsay Way south of the entrance to the Seniors Drop-In Centre; Queen Street East from Simpson Street to Gore Street; Simpson Street from Wellington to Queen Street East; partial closure of Queen Street East from Churchill Boulevard to Simpson Street; Queen Street East between East and Brock Streets in conjunction with Rotaryfest 2011 being held July 14-16, 2011.
 - 2. On Queen Street from East Street to Dennis Street in conjunction with Downtown Days (July 14th)
 - 3. On Queen Street from East Street to Brock Street in conjunction with Buskerfest (August 5th, 6th and 7th)

The relevant By-laws 2011-97, 2011-107 and 2011-106 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that City Council approves the use of Clergue Park green space (July 8 through 18); the Civic Centre north green space (July 9 through 17); and the Civic Centre north and south parking lots (July 15 and July 16) for events in conjunction with Rotaryfest 2011.

- h) Correspondence requesting permission for private property liquor license extension is attached for the consideration of Council.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

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

1. Portuguese Canadian Association
5 Cornwall Street
Annual Barbeque/Picnic – June 25, 2011 from 12:00 noon to 8:00 p.m.
2. G. Marconi Society
450 Albert Street West
Annual Italian Festival – July 24, 2011 from 12:00 noon to 1:00 p.m.

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated dates and times be endorsed by City Council.

1. Rocky DiPetro Field
Sault Steeler Football Games
July 9th from 12:00 noon to 10:00 p.m.; and
August 6th, 13th and 20th from 6:00 p.m. to 10:00 p.m.

j) Mover: Councillor M. Bruni
Seconder: Councillor T. Sheehan
Resolved that citizens Loretta Durat, Karen Montgomery-Jones and John Walker be appointed to the Community Theatre Centre Management Board from May 30, 2011 to May 30, 2012.

k) **Board Travel**

Mover: Councillor M. Bruni
Seconder: Councillor S. Myers
Resolved that Historic Sites Board member Carol Caputo be authorized to travel to the Ministry of Tourism 1812 Regional Meeting being held in Penetanguishene (4 days in June) at no cost to the City.

l) **Staff Travel**

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

Mover: Councillor F. Fata
Seconder: Councillor T. Sheehan
Resolved that the report of the Chief Administrative Officer dated 2011 05 30 concerning Staff Travel Requests be approved as requested.

m) **Property Tax Appeals**

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

Mover: Councillor M. Bruni
Seconder: Councillor T. Sheehan
Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2011 05 30 be approved and that the tax records be amended accordingly.

n) **Transit Buses**

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

Mover: Councillor F. Fata
Seconder: Councillor T. Sheehan
Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 05 30 concerning Transit Buses be accepted and the recommendation to:

1. purchase a full size heavy duty low floor transit bus at a cost of \$425,347; and

2. authorize the preparation of a Request for Proposal for an operational review of the Transit Division with an emphasis on specialized transit at an estimated cost of \$80,000 with funding from the 2011 and 2012 Provincial Gas Tax allocation, be approved.

o) Request for Proposals (RFP) – 1. Employee Assistance Program (EAP) 2. Wellness Program

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Commissioner of Human Resources dated 2011 05 30 concerning Request for Proposals – Employee Assistance (EAP) and Wellness Program be accepted and the recommendation to accept the EAP proposal from Ceridian Canada Ltd. at an annual cost of \$35,159.25 for one year with an option to renew after one year be approved; and

Further that the City not accept any of the proposals submitted for a Wellness Program.

p) Rick Hansen 25th Anniversary Relay

A report of the Corporate Affairs Officer is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Corporate Affairs Officer dated 2011 05 30 concerning Rick Hansen 25th Anniversary Relay be accepted and the recommendation to enter into the attached agreement with the Rick Hansen Foundation to participate in this event be approved.

q) SSM Professional Firefighters' Association Collective Bargaining – Memorandum of Settlement Feb. 1, 2011 to Jan. 31, 2014

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

The relevant By-law 2011-102 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

r) Roof Replacement at the Regional Emergency Services Complex (RESC)

A report of the Assistant Fire Chief – Support Services is attached for the consideration of Council.

Mover: Councillor F. Fata
Seconder: Councillor S. Myers

Resolved that the report of the Assistant Fire Chief – Support Services dated 2011 05 30 concerning Roof Replacement at the Regional Emergency Services Complex (RESC) be accepted and the recommendation to award the roof replacement and consulting contract to Garland Canada at a total cost of \$493,858 with funding from facility rental revenues.

s) **Exhaust Extraction System - #2 and #3 Fire Stations**

A report of the Assistant Fire Chief – Support Services is attached for the consideration of Council.

Mover: Councillor M. Bruni
Seconder: Councillor S. Myers

Resolved that the report of the Assistant Fire Chief – Support Services dated 2011 05 30 concerning Exhaust Extraction System - #2 and #3 Fire Stations be accepted and the recommendation to purchase the required systems from Nederman Canada Inc. at a cost of \$59,118 with funding from the 2011 Capital from current budget be approved.

t) **Limited Signing Authority for saveONenergy Funding Applications**

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

Mover: Councillor F. Fata
Seconder: Councillor S. Myers

Resolved that the report of the Environmental Initiatives Coordinator dated 2011 05 30 concerning Limited Signing Authority for saveONenergy Funding Applications be accepted and the recommendation grant a limited signing authority to the Environmental Initiatives Coordinator for a period not to exceed December 31, 2014 for funding applications related to the saveONenergy program be approved.

u) **Contract 2011-6E McGregor Avenue and Lake Street Sewage Small Pumping Stations Upgrades Tender Award**

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-laws 2011-104 and 2011-103 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item

v) **2008 Corporate Greenhouse Gas Emissions Inventory and Municipal Environmental Initiatives Committee Update**

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

Mover: Councillor F. Fata
Seconder: Councillor T. Sheehan

Resolved that the report of the Environmental Initiatives Coordinator dated 2011 05 30 concerning 2008 Corporate Greenhouse Gas Emissions Inventory and Municipal Environmental Initiatives Committee Update be accepted as information.

w) **Solar Photovoltaic Rooftop Lease WECC – Proponent Selection**

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

Mover: Councillor M. Bruni
Seconder: Councillor T. Sheehan

Resolved that the report of the Environmental Initiatives Coordinator dated 2011 05 30 concerning Solar Photovoltaic Rooftop Lease WECC – Proponent Selection be accepted and the recommendation that staff be authorized to negotiate an agreement with PUC Services Inc. for a 20 year lease of the West End Community Centre roof for solar photovoltaic power based on the proposal as submitted and conditional upon acceptance of the project by the Ontario Power Authority for the Feed-In-Tariff program.

x) **Russ Ramsay Way Flag Project**

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

Mover: Councillor F. Fata
Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 30 concerning Russ Ramsay Way Flag Project be accepted and the Planning Director's Recommendation that City Council authorize the installation of the national flags of Argentina, China, France, India, South Korea and the Union Jack along Russ Ramsay Way be endorsed.

y) **Comprehensive Official Plan Review Update**

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

Mover: Councillor F. Fata
Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2011 05 30 concerning Comprehensive Official Plan Review Update be accepted and the Planning Director's Recommendation that City Council accept this report as information be endorsed.

z) **Hub Trail Signage**

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

Mover: Councillor M. Bruni
Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2011 05 30 concerning the Hub Trail Signage be accepted and the Planning Director's Recommendation that City Council authorize an agreement with MMM Group Limited to develop a detailed signage strategy for the Hub Trail at a cost not to exceed \$20,300 and the installation of appropriate signage at a cost not to exceed \$65,000 be endorsed.

aa) Destiny Sault Ste. Marie 2010 Progress Report

A report of the Planning Division is attached for the consideration of Council. An additional report is provided under separate cover.

Mover: Councillor M. Bruni
Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 30 concerning the Destiny Sault Ste. Marie 2010 Progress Report be accepted and the Planning Director's Recommendation that City Council accept the Destiny Sault Ste. Marie 2010 Progress Report as information be endorsed.

bb) Hub Trail Construction: Fort Creek Conservation Area, Finn Hill Area

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

Mover: Councillor M. Bruni
Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2011 05 30 concerning the Hub Trail Construction – Fort Creek Conservation Area, Finn Hill Area be accepted and the Planning Director's Recommendation that City Council approve the additional improvements to the Fort Creek section of the Hub Trail at a cost of \$121,578.85 (before HST), with funding to come from the existing ISF project budget; and that the drainage improvements and washout area repairs be implemented for the Finn Hill area of the Hub Trail, with the work to be awarded to Pioneer Construction at a cost of \$35,736.26 (before HST), with funding to come from the annual \$100,000 budget allocation for trails development and maintenance be endorsed.

cc) 2011 Sidewalk and Curb Repair Programs

A report of the Deputy Commissioner Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor F. Fata
Seconder: Councillor S. Myers

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 05 30 concerning 2011 Sidewalk and Curb Repair Programs be accepted as information.

dd) Ditching Program - 2011

A report of the Deputy Commissioner Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 05 30 concerning Ditching Program – 2011 be accepted as information.

ee) Public Works Equipment Needs – 2011

A report of the Manager Equipment and Buildings is attached for the consideration of Council.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Manager Equipment and Buildings dated 2011 05 30 concerning Public Works Equipment Needs – 2011 be accepted and the recommendation that staff be authorized to proceed with preparing specifications and tendering the equipment be approved.

ff) Transit Services Fleet Assessment

A report of the Manager of Transit and Parking Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Manager of Transit and Parking Public Works and Transportation dated 2011 05 30 concerning Transit Services Fleet Assessment be accepted and the recommendation to continue to purchase full size, heavy-duty, low floor buses and the funds to be used from the 2011 Budget be approved.

gg) Feasibility of Removing the Concrete Planters on James Street as Per Request from Justice Ray Stortini

A report of the Deputy Commissioner Public Works and Transportation is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 05 30 concerning Feasibility of Removing the Concrete Planters on James Street as Per Request from Justice Ray Stortini be accepted and the recommendation that Justice Stortini be allowed to seek a qualified contractor willing to donate their services for the

project with interlocking brick provided by Public Works and Transportation be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

(6) PLANNING

a) Application No. A-11-11-Z.OP – 1138997 – 309 Fifth Line East

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 30 concerning Application No. A-11-11-Z.OP – filed by 1138997 Ontario Inc. – 309 Fifth Line East be accepted and the Planning Director's recommendation that City Council defer the application to June 27 2011 hearing in order to allow the applicants time to hold a neighbourhood meeting, be endorsed.

b) Application No. A-12-11-Z – Carolyn Gagne – 113 Grosvenor Avenue

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 30 concerning Application No. A-12-11-Z – filed by Carolyn Gagne – 113 Grosvenor Avenue be accepted and the Planning Director's recommendation that City Council approve the application and rezone the property from "R3" (Low Density Residential) zone to "R3.S" (Low Density Residential) zone with a Special Exception to permit a Chiropractic Clinic, in addition to the uses permitted in a "R3" zone, subject to the following provisions:

1. That the required parking for the Chiropractic Clinic and dwelling be set at six spaces, three of which may be provided on 250 Bruce Street,
2. That a 1.8m visually solid fence be constructed along the common lot line between 113 and 115 Grosvenor Avenue, commencing from the southeast corner of the property north along the lot line, then west to the southeast corner of the existing building on the subject property,
3. That signage on the front yard be restricted to not more than one sign totaling not more than 0.2 sq.m. (2 sq.ft.), be endorsed.

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

- a) Mover: Councillor S. Butland
Seconder: Councillor F. Fata

Whereas posters advertising coming events at various city venues are regularly posted on utility poles across the city; but primarily on arterial routes such as Queen St. and Trunk Road; and

Whereas these posters are often never removed not only creating an eyesore but also because the adhesive used defaces the outer surface of the poles and can result in additional expense to restore these poles to their original state,

Now Therefore Be It Resolved that the Legal Department in consultation with other appropriate staff prepare a by-law which could effectively curb the unacceptable status quo with the thought of placing:

1. A limited time duration for which posters can be posted and removed;
2. A thought to initiating fines if the approved by-law is contravened;
3. Requiring a permit authorizing the posting of such signs.

- b) Mover: Councillor S. Myers
Seconder: Councillor T. Sheehan

Resolved that City Council authorize Mayor Amaroso to work with the Canadian Bushplane Heritage Centre (CBHC) to lobby the Provincial and Federal governments concerning the level of funding support received by the Centre; and

Further that the following areas be specifically addressed:

1. the discrepancy among Northern Ontario communities in operating funds that flow from the Provincial government (MTC) to every major community except Sault Ste. Marie;
2. using creative solutions to enable funds such as the NOHFC to enable the CBHC to become sustainable;
3. investigating Federal government funding support to advance the CBHC to a national status.

- c) Mover: Councillor P. Mick
Seconder: Councillor B. Watkins

Whereas Ward 3 Councillors have received several complaints from the residents of the neighbourhood abutting the Sault Area Hospital property regarding trespassing, noise and concerns regarding the possibilities of damage and fire caused by smokers leaving hospital property; and

Whereas Sault Area Hospital is attempting be a good neighbor;

Now Therefore Be It Resolved that Council request appropriate City staff to contact Sault Area Hospital to discuss the situation and possibly increase privacy for these neighbours by way of increased buffers/sound muffling barriers and or any other method of protecting the residents.

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

- 2011-99 A by-law to authorize the execution of a funding agreement for infrastructure projects between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs.
- 2011-102 A by-law to authorize an agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529).
- 2011-104 A by-law to authorize a contract between the City and Avery Construction Limited for the upgrades to the McGregor Avenue and Lake Street sewage small pumping stations (Contract 2011-6E).
- A report from the Land Development and Environmental Engineer is on the agenda.

LICENSING

- 2011-98 A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2011.
- 2011-105 A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street from East Street to Brock Street.

PARKING

- 2011-100 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

TAXES

- 2011-101 A by-law to provide for the adoption of recovery percentage for the 2011 taxation year.

TEMPORARY STREET CLOSINGS

- 2011-97 A by-law to permit the temporary street closing of various streets to facilitate Rotaryfest 2011 from July 14th until July 16th, 2011.
- 2011-103 A by-law to permit the temporary closing of McGregor Avenue south of Queen Street from July 4, 2011 until October 31, 2011.
- 2011-106 A by-law to permit the temporary street closing of Queen Street from East Street to Brock Street to facilitate the 2011 Buskerfest.
- 2011-107 A by-law to permit the temporary closing of Queen Street from East Street to Dennis Street for the purpose of Downtown Days.

TRAFFIC

- 2011-95 A by-law to amend Schedule "A" to Traffic By-law 77-200.

Approved by Council Resolution on May 9, 2011.

ZONING

- 2011-96 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands at 448 & 452 Second Line West.

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

12. **ADDENDUM TO THE AGENDA**

13. ADJOURNMENT

Mover Councillor F. Fata

Seconder Councillor T. Sheehan

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 05 09

4:30 P.M.

COUNCIL CHAMBERS

Present: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick, F. Manzo

Officials: J. Fratesi, R. Tyczinski, N. Kenny, B. Freiburger, N. Apostle, J. Elliott, L. Girardi, J. Dolcetti, A. Starzomski, D. Elliott, D. McConnell

1. ADOPTION OF MINUTES

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2011 04 18 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the Agenda for the 2011 05 09 City Council meeting and Addendum #1 as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Kerry Foster was in attendance concerning Proclamation – World Falun Dafa Day.

- b) Lisa Chlebus, Chair of the Council of Community Living Algoma was in attendance concerning Proclamation – Community Living Awareness Month.
- c) Debbie Bouchard, Assistant Retail Manager of the local Canadian Tire was in attendance concerning Proclamation – Jumpstart Day.
- d) Jean Dawson, Co-Chair, Portraits of Honour Tour (Sault Ste. Marie) was in attendance together with members of the Sault Ste. Marie Kinsmen Club and the Sault Ste. Marie Military Family Support Group concerning the Portraits of Honour Tour.
- e) Ray Stortini was in attendance to address potential revitalization of the James Street area.
- f) Ed Vowels and Rosario Medaglia were in attendance concerning agenda item 6.(6)(a).
- g) Robert Dumanski was in attendance concerning agenda item 6.(6)(b).
- h) Joe Ruscio was in attendance concerning agenda item 6.(6)(c).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2011 05 09 - Part One - Consent Agenda and Addendum #1 be approved as recommended, with the exception of items 5.(j), 5.(n) and 5.(w). CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Chief Administrative Officer to the Premier of Ontario and Provincial Party Leaders concerning Elements – Waste-to-Energy Project was received by Council.
- c) Correspondence from the Medical Officer of Health concerning Board of Health representation was received by Council.
- d) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from January 1, 2010 to March 31, 2011 is \$342,923 was received by Council.

- e) Correspondence requesting permission for private property liquor license extension was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

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

1. Great Northern Retirement Home

760 Great Northern Road

Family Fun Day – June 3, 2011 from 2:00 p.m. to 7:00 p.m.

CARRIED

- f) **Staff Travel**

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2011 05 09 concerning Staff Travel Requests be approved as requested. CARRIED

- g) **Tender for Ready-Mix Concrete**

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the Report of the Manager of Purchasing dated 2011 05 09 be endorsed and that the tender for the supply and delivery of Ready-Mix Concrete, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED

Pecuniary Interest – Councillor R. Niro – employer has a service agreement with the parties noted in the report.

- h) **Tender for Asphaltic Concrete**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the Report of the Manager of Purchasing dated 2011 05 09 be endorsed and that the tender for the supply of Asphaltic Concrete Products, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED

Pecuniary Interest – Councillor R. Niro – employer has a service agreement with the parties noted in the report.

i) **Tender for Civic Centre HVAC Upgrade – Phase III (2011AD01)**

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

Moved by: Councillor S. Myers

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2011 05 09 be endorsed and that the tender for Civic Centre HVAC Upgrade – Phase III, required by the Engineering and Planning Department, be awarded as recommended. CARRIED

Pecuniary Interest: Councillor Niro – employer has a service agreement with the parties noted in the report.

j) **2011 Budget**

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

The relevant By-laws 2011-77, 2011-78, 2011-79, and 2011-80 are listed under Item 10 of the Minutes.

k) **Ontario Regulation 284/09**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Finance and Audits dated 2011 05 09 concerning Ontario Regulation 284/09 be received as information. CARRIED

l) **Queenstown Board of Management (O/A The Downtown Association)
2011 Budget Estimates and 2010 Audit Report**

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that City Council acknowledge receipt of the Queenstown Board of Management (O/A The Downtown Association) Audit for the year 2010, as prepared by KPMG LLP Chartered Accountants and that Council approve the Downtown Association budget estimates for the year 2011. CARRIED

m) **2011 Cultural Financial Assistance Grants**

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Recreation and Culture on behalf of the Cultural Advisory Board dated 2011 05 09 concerning 2011 Cultural Financial Assistance Grants be accepted and the recommendation that Council approve the recommendations of the Cultural Advisory Board for 2011 Cultural Financial Assistance Grants be approved. CARRIED

n) **Finn Hill Gravity Park**

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2011 05 09 concerning Finn Hill Gravity Park be accepted and the recommendation that appropriate staff be directed to proceed with public consultation with residents in the vicinity of the proposed project and report back to Council be approved; and

Further that City Council thanks the Gravity Park informal user group committee for its work. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor B. Watkins

Whereas two possible park projects may be seeking support from the subdividers reserve fund: gravity park and dog park; and

Whereas no recent information has come to City Council as to the status of the dog park,

Therefore Be It Resolved that the Parks and Recreation Advisory Committee provide City Council with an update within one month for the dog park; and further that PRAC be asked to comment on both projects, including potential funding requirements for the City portion. CARRIED

o) **Engineering Services – East End Wastewater Treatment Plant – Biofilter System Upgrade**

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2011-90 is listed under Item 10 of the Minutes.

p) **COMRIF I and II – Wastewater SCADA System – File Number 11627 – McNabb and South Market Street – File Number 13828**

The report of the Land Development and Environmental Engineer was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Land Development and Environmental Engineer dated 2011 05 09 concerning COMRIF I and II – Wastewater SCADA System – File Number 11627 – McNabb and South Market Street – File Number 13828 be received as information. CARRIED

q) **Sewer Flow Monitoring – Purchase of New Monitors**

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2011 05 09 concerning Sewer Flow Monitoring be accepted and the recommendation to purchase three new flow monitors from Metcom Sales and Engineering at the price of \$24,295 plus HST (funds to come from the allowance in the 2011 sewer surcharge budget for flow monitoring) be approved. CARRIED

r) **Biennial Aqueduct Inspections - 2011**

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2011 05 09 concerning Biennial Aqueduct Inspections – 2011 be accepted and the recommendation that STEM Engineering be retained for the 2011 biennial aqueduct inspection and design of emergency repairs at an estimated upset limit of \$41,500 be approved. CARRIED

s) **Contract 2011-3E – Reconstruction of Arthur Street and Glenholme Drive**

The report of the Design and Construction Engineer was received by Council.

The relevant By-laws 2011-88 and 2011-89 are listed under Item 10 of the Minutes.

Pecuniary Interest: Councillor Niro – employer has a service agreement with the parties noted in the report.

t) **Contract 2011-4E – Rehabilitation of Hwy 17N Root River Bridges (Municipal Bridges 1 & 4)**

The report of the Design and Construction Engineer was received by Council.

The relevant By-laws 2011-92 and 2011-93 are listed under Item 10 of the Minutes.

Pecuniary Interest: Councillor Niro – employer has a service agreement with the parties noted in the report.

u) **Outstanding Miscellaneous Construction List**

The report of the Director of Engineering Services was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Director of Engineering Services dated 2011 05 09 concerning Outstanding Miscellaneous Construction List be received as information. CARRIED

v) **Council Honourarium By-law – Housekeeping Changes**

The report of Corporate Counsel was received by Council.

The relevant By-law 2011-39 is listed under Item 10 of the Minutes.

w) **Review of Parking Requirements – Kohler Street, Simpson Street, Leo Avenue, McGregor Avenue and Riverview Avenue**

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Traffic and Communications dated 2011 05 09 concerning Review of Parking Requirements – Kohler and Simpson Streets, Leo, McGregor and Riverview Avenues be accepted and the recommendation that the Traffic Division proceed with public consultation and report back to Council within six months be approved. CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Whereas Leo Avenue has a very short area of restricted parking in front of four houses on the west side of the street and five houses on the east side of the street; and

Whereas this was originally established due to complaints from residents at those civic addresses related to hospital visitor or employee parking; and

Whereas the relocation of the hospital has significantly reduced the impact of parking on nearby streets with the exception of Simpson and Kohler due to the adjacent medical buildings with paid parking lots;

Therefore Be It Resolved that the parking restrictions on Leo Avenue be removed immediately. CARRIED

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the following requests to hold Special Occasion Permit events at a municipal facility on the stated dates and times be endorsed by City Council.

1. Roberta Bondar Pavilion
Musicfest XVIII – Bratwurst, Beer and Beethoven
June 12th from 12:00 noon – 9:00 p.m.
2. Rocky DiPetro Field
Sault Steeler Football Games
June 18th, July 2nd, July 9th and July 23rd from 6:00 p.m. to 10:00 p.m.

CARRIED

- y) Correspondence from Justice Ray Stortini concerning potential revitalization of James Street is attached for the information of Council.

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the correspondence from Justice Stortini listed under agenda item 5.(y) be referred to staff for review and report back to Council within one month. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

(6) PLANNING

- a) Application No. A-9-11-Z.OP – Ed Vowels – 1420 Second Line West
The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 09 concerning Application No. A-9-11-Z.OP – filed by Ed Vowels – 1420 Second Line West be accepted and the Planning Director's recommendation that the four (4) conditions contained in the report be attached to a Temporary Use By-law permitting the applicant to operate a landscaping contractor's yard on the subject property for a period not to exceed three (3) years be endorsed. CARRIED

b) **Application No. A-10-11-Z and 57T-11-501 – Ficmar Builders Inc. – 448 and 452 Second Line West**

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2011 05 09 concerning Application No. A-10-11-Z and 57T-11-501 – filed by Ficmar Builders Inc. – 448 and 452 Second Line West be accepted and the Planning Director's recommendation that City Council rezone the subject properties from "R2" (Single Detached Residential) zone to "R4" (Medium Density Residential) zone subject to the following conditions:

1. That the required front yard setback be reduced to 4.4m.;
2. That the required rear yard setback be reduced to 1.5m.;
3. That a 1.6m. high visually solid fence be constructed and maintained along the east lot line of 448 Second Line West;

be endorsed.

Furthermore, that City Council approve the Draft Plan of Condominium as attached to the report, to permit a nine (9) unit multiple attached condominium development, subject to the seven (7) conditions contained in the report excluding condition #4. CARRIED

c) **Application No. 3-11 – Amendment to Signs By-law 2005-166**

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2011 05 09 concerning Application No. 3-11 – Amendment to Signs By-law 2005-166 – Century 21 Real Estate be accepted and the Planning Director's recommendation that City Council deny this application be endorsed. DEFEATED

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2011 05 09 concerning Application No. 3-11 – Amendment to Signs By-law 2005-166 –

Century 21 Real Estate be accepted and that the application be approved subject to the conditions outlined in the report. CARRIED

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

(a) **Business Plan – Results Year One**

The report of the Chief of Police was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Chief of Police dated 2011 04 19 concerning Business Plan – Results Year One be received as information. CARRIED

Pecuniary Interest: Councillor Turco – spouse employed by Police Services.

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

- a) Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland
Whereas the City of Sault Ste. Marie has recently approved its operating budget for 2011; and
Whereas there is a continued trend for taxpayers in Sault Ste. Marie to shoulder a greater proportion of the City's budget through municipal taxation; and
Whereas Council recognizes the need to explore alternative sources of revenue to assist the City in meeting its service obligations to the community while attempting to reduce the burden on local taxpayers; and
Whereas from time to time, staff will recommend for approval activities, services and/or operations that are new or unique to the City, and as a result, do not have a predetermined fee attached to them;
Now Therefore Be It Resolved that future submissions from City staff recommending approval of such activities, services and or operations, include with these submissions, a suggested fee that is fair and reasonable and that accurately reflects any associated costs incurred by the City or is consistent with fees charged by other municipalities in similar situations.
CARRIED

- b) Moved by: Councillor J. Krmpotich
Seconded by: Councillor M. Bruni

Whereas LCBO is a Provincial Crown Corporation that enjoys the exclusive right to sell liquor in Ontario, notwithstanding numerous past attempts to divest itself of this retail activity; and

Whereas the Government of Ontario continues to enjoy significant revenues in excess of \$1 billion annually from the profits of LCBO; and

Whereas the Government has refused to consider permitting the sale of liquor by responsible grocery chains as a convenience to shoppers, opting instead to ensure that either LCBO stores or licenced agency stores are readily accessible for most neighbourhoods and communities; and

Whereas LCBO has recently announced its plans to close two of three of its stores in Sault Ste. Marie, one in the far east end and one in the far west end, replacing both with one larger store on Great Northern Road near the Walmart store; and

Whereas many residents in both the east and west ends of the City, including seniors and others who do not have access to an automobile, will be significantly inconvenienced by these store closures, notwithstanding that "there will be more selection in a larger store"; and

Whereas many of the businesses in the neighbourhoods of the stores set to close have serious concerns that all of the neighbourhood stores will be negatively impacted by the loss of traffic, while at the same time compounding the already serious traffic congestion problem on Great Northern Road,

Now Therefore Be It Resolved that City Council, on behalf of the residents of both the easterly and westerly ends of the City, requests both LCBO and the Province of Ontario to reconsider the closure of these two LCBO outlets which continue to be busy and financially viable and which provide a convenience to its residents who are completely satisfied with the current service and selection offered in the existing stores,

And Further Be It Resolved that the LCBO be required to undertake an impact study which would determine what affect, if any, the closure of these two stores would have on other neighbouring businesses. CARRIED

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

Whereas the OLG has recently made changes to the reporting system they use which has had the effect of reducing the City of Sault Ste. Marie's slot revenues share by approximately \$47,000;

Now Therefore Be It Resolved that Sault Ste. Marie City Council supports the current initiative being led by Sarnia Mayor Mike Bradley to address this issue; and

Further Be It Resolved that copies of this resolution be circulated to all OLG Charity Casino host municipalities. CARRIED

Pecuniary Interest: Councillor Bruni – employed by OLG.

Pecuniary Interest: Councillor Niro – family member employed by OLG.

Pecuniary Interest: Councillor Christian – spouse employed by OLG.

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 F. Fata

Seconded by: Councillor S. Myers

Resolved that all by-laws listed under item 10 of the Agenda under date 2011 04 18 be approved, save and except by-laws 2011-85, 2011-88, 2011-92, 2011-77, 2011-78, 2011-79, and 2011-80. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-39 being a by-law to provide for the remuneration of members of Council and Local Boards be PASSED in open Council this 9th day of May, 2011. CARRIED

Resolved that By-law 2011-51 being a by-law to stop up, close and authorize the conveyance of a lane in the Original Town Plot of St. Mary's be read a THIRD time and PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-77 being a by-law to provide for the adoption of taxation transition ratios be PASSED in open Council this 9th day of May, 2011. CARRIED

Recorded Vote

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor F. Manzo

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-78 being a by-law to provide for the adoption of property tax rates for 2011 be PASSED in open Council this 9th day of May, 2011. CARRIED

Recorded Vote

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor F. Manzo

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-79 being a by-law to provide for the adoption of Education Taxation Rates as established by the Province of Ontario be PASSED in open Council this 9th day of May, 2011. CARRIED

Recorded Vote

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor F. Manzo

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-80 being a by-law to provide for the adoption of property tax rates for 2011 for both Municipal and Education be PASSED in open Council this 9th day of May, 2011. CARRIED

Recorded Vote

For: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: Councillor F. Manzo

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-81 being a by-law to amend comprehensive Zoning By-law 2005-150 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-82 being a by-law to amend Zoning By-law 2005-150 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-83 being a by-law to amend Zoning By-law 2005-150 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-84 being a by-law to amend Zoning By-law 2005-151 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-85 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 858, 862, & 864 Second Line East and 301 Old Garden River Road be PASSED in open Council this 9th day of May, 2011. CARRIED

Pecuniary Interest: Councillor Niro – spouse employed by Huron Superior Catholic District School Board.
Pecuniary Interest: Councillor Turco – spouse Trustee of Huron Superior Catholic District School Board.

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-86 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 822 McNabb Street be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-87 being a by-law to establish user fees and service charges be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers
Resolved that By-law 2011-88 being a by-law to authorize a contract between the City and 1531161 Ontario Inc. O/A Boyer Construction for the reconstruction of Arthur Street and Glenholme Drive. (Contract 2011-3E) be PASSED in open Council this 9th day of May, 2011. CARRIED

Pecuniary Interest: Councillor Niro – employer has a service contract with parties.

Resolved that By-law 2011-89 being a by-law to permit the temporary closing of Arthur Street and Glenholme Drive from May 10, 2011 until October 31, 2011 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-90 being a by-law to authorize an agreement between the City and AECOM Canada Ltd. for the completion of the engineering services related to the upgrades to the biofilter at the East End Wastewater Treatment Plant be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-91 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-92 being a by-law to authorize a contract between the City and R.M. Belanger Limited for the rehabilitation of Highway 17N Root River Bridges (Municipal Bridges 1 and 4) (Contract 2011-4E) be PASSED in open Council this 9th day of May, 2011. CARRIED

Pecuniary Interest: Councillor Niro – employer has a service contract with parties.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-93 being a by-law to permit the temporary closing of Shultz Road at the intersection with Great Northern Road from May 16, 2011 until October 31, 2011 be PASSED in open Council this 9th day of May, 2011. CARRIED

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2011-94 being a by-law to permit a landscaping contractor's yard at 1420 Second Line West be PASSED in open Council this 9th day of May, 2011. CARRIED

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that Council shall now go into Caucus to discuss:

1. One matter concerning potential litigation; and

Further Be It Resolved that should the said Caucus meeting be adjourned
Council may reconvene in Caucus to continue to discuss the same matters
without the need for a further authorizing resolution. CARRIED

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover Councillor F. Fata

Seconder Councillor T. Sheehan

Resolved that this Council shall now adjourn. CARRIED

MAYOR

CLERK

Malcolm White

From: fonom.info@gmail.com on behalf of FONOM Exec Director <fonom@bell.net>
Sent: May 18, 2011 8:37 AM
To: FONOM
Subject: FONOM News Release - Recommendations for Northern Policy Institute

MEDIA RELEASE

For immediate release: May 17, 2011

MUNICIPAL LEADERS RECOMMEND THAT NORTHERN POLICY INSTITUTE MUST BE INDEPENDENT

THUNDER BAY – The Federation of Northern Ontario Municipalities (FONOM), the Northwestern Ontario Municipal Association (NOMA), and the Northern Ontario Service Deliverers Association (NOSDA) have collectively provided their input into the development of the Northern Policy Institute. In a joint memo to Special Advisors Dominic Giroux, President of Laurentian University and Brian Stevenson, President of Lakehead University, the Presidents of FONOM, NOMA and NOSDA outlined key points for consideration in the development of the Northern Policy Institute.

NOMA President Ron Nelson says, "It is vital that all municipal leaders present a united voice to ensure that the Northern Policy Institute meets our needs." FONOM President Al Spacek agrees, "The Northern Policy Institute represents a great opportunity for Northerners to provide input into government activities and legislation." NOSDA Chairman Gary Scripnick explains, "We believe that the work of the Northern Policy Institute has the potential to greatly enhance policy development capacity to benefit the citizens of Northern Ontario."

In the memo, the three groups expressed their support for the Mission, Outcomes, Principles and Mechanisms that have been proposed by Common Voice Northwest. This includes:

That the Northern Policy Institute conducts independent forward-looking research on business, economic and social issues, and generates policy advice that will improve Northern Ontario's standard of living through sound economic and social policies.

That the nature of the work of the Northern Policy Institute be:

- Credible, balanced, independent research and well-considered concepts;
- Northern Ontario based;
- Proactive and forward looking;
- able to bring attention to this large geographic area with a small population;
- able to Monitor and regularly report on the implementation of the Northern Ontario Growth Plan.

They also urge that the organization be freestanding with a pan-northern Board of Directors (subject matter experts, not Order-in-Council appointees).

The memo concludes with the following, "If this Institute is neither independent, nor able to influence and shape government policy in a practical, down-to-earth way, a fantastic opportunity to guide self-determination and sufficiency will be lost to the peoples of Northern Ontario."

FONOM and NOMA collectively represent all 144 municipalities in Northern Ontario. NOSDA is involved in the delivery of services that contribute to the quality of life of Northerners across all municipalities and unorganized territories.

-30-

Contact:

Ron Nelson, NOMA President

Chairman

Cell (807) 621-8211

Al Spacek, FONOM President

Cell: (705)335-0001

Gary Scripnick, NOSDA

Cell: (705) 266-4528

COMMUNIQUÉ

Publication immédiate : Le 17 mai 2011

LES CHEFS MUNICIPAUX RECOMMANDENT QUE L'INSTITUT DES POLITIQUES DU NORD SOIT INDÉPENDANT

THUNDER BAY - La Fédération des Municipalités du Nord de l'Ontario (FONOM), l'Association municipale du Nord-Ouest de l'Ontario (NOMA), et l'Association des fournisseurs de services du Nord de l'Ontario (NOSDA) ont offert leurs suggestions, collectivement, quant au développement de l'Institut des politiques du Nord. Dans une note de service conjointe adressée aux conseillers spéciaux Dominic Giroux, Président de l'Université Laurentienne et Brian Stevenson, Président de l'Université Lakehead, les Présidents de FONOM, NOMA et NOSDA ont souligné les points clés à prendre en considération dans le développement de l'Institut des politiques du Nord.

Le Président de NOMA, Ron Nelson, dit : « Il est essentiel que tous les chefs municipaux présentent une voix unie pour assurer que l'Institut des politiques du Nord réponde à nos besoins. » Le Président de FONOM, Al Spacek, est d'accord. « L'Institut des politiques du Nord représente une occasion formidable pour les gens du Nord d'offrir des suggestions quant aux activités et les projets de loi du gouvernement. » Le Président de NOSDA, Gary Scripnick, explique : « Nous croyons que le travail de l'Institut des politiques du Nord a le potentiel de rehausser considérablement la capacité d'élaboration de politiques pour le bénéfice des citoyens et citoyennes du Nord de l'Ontario. »

Dans la note de service, les trois groupes ont exprimé leur appui aux propositions de Common Voice Northwest en relation à la Mission, aux Résultats, aux Principes et aux Mécanismes. Cela comprend :

Que l'Institut des politiques du Nord effectue une recherche indépendante tournée vers l'avenir sur des questions d'affaires, d'économie et de vie sociale, et qu'il produise des conseils d'orientation stratégique qui amélioreront le niveau de vie des gens du Nord de l'Ontario grâce à de saines politiques économiques et sociales.

Que le travail de l'Institut des politiques du Nord :

- comprenne recherche indépendante et concepts bien motivés, crédibles et équilibrés;
- soit basé dans le Nord de l'Ontario;
- soit proactif et tourné vers l'avenir;



The Corporation of The
Town of Amherstburg

April 27, 2011

To Whom it May Concern:

Re: Nuclear Reactor Program

Council, at its meeting held April 18, 2011, passed the following motion:

That Council oppose the shipment of radioactive materials from the Canadian Nuclear Safety Commission (CNSC) to ship 16 radioactive steam generators through the Great Lakes to the St. Lawrence Seaway to Sweden;

That the resolution be forwarded to County Council for support;

And further that the resolution be forwarded to other municipalities in Ontario for support.

Your support of this position is appreciated. Should you have any further questions, please do not hesitate to contact me at (519) 736-0012 x 240.

Sincerely yours,

A handwritten signature in cursive ink that appears to read "Charlene Watson".

Charlene Watson
Acting EA to the CAO & Clerk

cc: Ontario Municipalities

11 Birch Lake Road
R.R.#3, Site 1, Box 5
Massey, ON
POP 1P0



Telephone: (705) 865-2646

Fax: (705) 865-2736

E-Mail: inquiries@sables-spanish.ca

Web Site: www.sables-spanish.ca

May 2, 2011.

RECEIVED
CITY CLERK

MAY 09 2011

NO.: 51868

DIST: Agenda File

Share the Road Cycling Coalition
2048 Broadleaf Crescent
BURLINGTON, Ontario
L7L 6S4

Dear Ms. McMahon:

Please be advised that the Council of the Township of Sables-Spanish Rivers passed the following resolution at their April 27, 2011 Council Meeting:

"Motion No: 2011-127

WHEREAS different modes of transportation for goods and services and people in Northern Ontario need to be addressed;

AND WHEREAS one such mode of transportation being developed is a bicycle trail from Sault Ste. Marie to Sudbury along the North Shore of the North Channel of Lake Huron, of which health and economic spin-offs would be enormous;

AND WHEREAS the Canadian Obesity Network estimates 59% of Canadian adults and 26% of children and adolescents are overweight or obese and one in ten premature deaths among Canadian adults age 20 to 64 years is directly attributable to overweight and obesity;

AND WHEREAS cycle tourism is growing around the world; Switzerland estimates \$135 million yearly, North Carolina \$60 million, Maine \$36.3 million and Quebec \$134 million annually;

AND WHEREAS close to home, an 8-day long Great Waterfront Trail adventure along Lake Ontario generated \$241,000 in 2009 from cyclists, and in Niagara alone \$200,000. from the Bike Train Initiative with 1.5 million visitors who participated in cycling activities in Ontario in 2007 spending \$305 million for our economy;

AND WHEREAS the average cyclist spends \$100 per day and the local cyclist spends \$7.00 per day;

AND WHEREAS the Ministry of Transportation have provided for cyclists on some sections of Highway 6 on Manitoulin Island where the gains in the economy can already be seen;

5(b)

AND WHEREAS the communities along North Shore from Sault Ste. Marie to Sudbury have a lot to offer cyclists;
AND WHEREAS it is desirous to have people from Michigan and beyond travel through our beautiful area along the North Channel to discover what Northern Ontario has to offer;
NOW THEREFORE BE IT RESOLVED THAT we petition the Minister of Transportation and the Minister of Northern Development and Mines as well as Share the Road Cycling Coalition to work with municipalities and First Nations to establish a SAFE cycling trail from Sault Ste. Marie to Sudbury, tying into other cycling trails that are being developed;
AND FURTHER THAT this resolution be forwarded to all municipalities and First Nations communities along the North Shore, our M.P.P. and M.P. and the Sudbury and Algoma Health Units.
CARRIED"

We ask that this be reviewed and consideration given to this matter.

Sincerely yours,


Clerk: Kim Sloss
Clerk-Administrator

KS/aw

Cc: Minister of Transportation, Kathleen Wynne
Minister of Northern Development, Mines & Forestry, Michael Gravelle
Mike Brown, MPP Algoma-Manitoulin
Carol Hughes, MP Algoma-Manitoulin-Kapuskasing
Sudbury District Health Unit
Algoma Health Unit
North Shore Municipalities
North Shore First Nations Communities



West Nipissing Ouest

5(b)
Joie de vivre

The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ouest
101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

P/T (705) 753-2250 (1-800-263-5359)
F/TC (705) 753-3950

May 9, 2011

Mayor Debbie Amaroso
City of Sault Ste Marie
P.O. Box 580
99 Foster Drive
Sault Ste Marie (ON) P6A 5N1

Dear Ms. Amaroso:

RE : REQUEST FOR SUPPORT – HYDRO ELECTRIC RATES

At a meeting of the Council for the Municipality of West Nipissing held on Tuesday, May 2, 2011, a resolution was adopted by Council with regard to the hydro electric rates being incurred by a manufacturer to the mining industry located in our Municipality. These elevated rates render it difficult to be competitive in the export market for this industry, as well as all Northern Ontario industries having a global market. A copy of resolution no. 2011/141 is enclosed herewith.

The Municipality of West Nipissing is requesting that this resolution be presented at your next Council meeting for support.

We shall anticipate receipt of your favorable reply to this matter in due course.

Yours truly,

Marcelle F. Cloutier
Deputy Clerk and
Executive assistant to the
Chief Administrative Officer

Mfc/

RECEIVED
MAY 13 2011
MAYOR'S OFFICE

The Corporation of the Municipality of West Nipissing
 La Corporation de la Municipalité de Nipissing Ouest

Moved by:
 Proposé par:

May 3, 2011

Seconded by:
 Appuyé par:

WHEREAS at a meeting of the West Nipissing Municipal Council held on April 19, 2011, a presentation was made by a manufacturer to the mining industry, having a Canadian branch office located in the Municipality of West Nipissing;

AND WHEREAS concerns were expressed regarding the hydro electric rates being incurred, which rates are substantially higher than those being incurred at similar facilities located in the United States;

AND WHEREAS the hydro electric rates being incurred render it difficult for small and medium sized manufacturers to be competitive in the export market;

AND WHEREAS the Municipality of West Nipissing wishes to obtain the support of other municipalities, the Province of Ontario and the Association of Municipalities of Ontario in seeking assistance for small and medium sized industries to cope with the increasing costs of electricity in order to assist northern industries to create and sustain a globally competitive advantage and to protect and create jobs;

BE IT RESOLVED THAT the Council for the Municipality of West Nipissing send a letter to Dalton McGuinty, Premier of Ontario and to Brad Duguid, Ontario Minister of Energy requesting them to:

- consider extending rebates to small and medium sized industries;
- assist manufacturers by providing rebates or reductions of the Provincial Sales Tax portion of the Harmonized Sales Tax; and
- ensure that hydro rate increases remain below the rate of inflation;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to all municipalities in the District of Nipissing, the Municipality of Markstay-Warren, the City of Sudbury, as well as to the Honourable Messrs. Claude Gravelle, MP, and David Ramsay, MPP and to the Association of Municipalities of Ontario and the Federation of Northern Ontario Municipalities for their support.

	YEAS	NAYS
SAVAGE, Joanne MAYOR		
BRISSON, Denise		
FINLEY, Paul		
FORTIER, Guy		
FORTIN, Don		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		

Carried:	
Defeated:	
Deferred or tabled:	

5(c)

The Premier
of Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1

Le Premier ministre
de l'Ontario

Édifice de l'Assemblée législative
Queen's Park
Toronto (Ontario)
M7A 1A1



May 4, 2011

RECEIVED	
CITY CLERK	
MAY 10 2011	
NO.:	51870
DIST.:	Mayor CAG

Agenda file

Mr. Malcolm White
Deputy City Clerk
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. White:

Thank you for your letter of April 26 providing me with a copy of council's resolution regarding waste management. I appreciate your keeping me informed of council's activities.

As this issue falls under the jurisdiction of the Honourable John Wilkinson, Minister of the Environment, I have sent him a copy of council's resolution. I trust that the minister will also take council's views into consideration.

Thank you again for the information. Please accept my best wishes.

Yours truly,

A handwritten signature in black ink that reads "Dalton McGuinty".

Dalton McGuinty
Premier

c: The Honourable John Wilkinson





Discover the World

May 13, 2011

Members of Council, City of Sault Ste. Marie
Attn: Malcolm White, City Clerk
Level IV - Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

Dear Council Members:

We take issue with a comment attributed to a member of your council that appeared in SooToday.com on May 10 regarding the new LCBO store we are planning to open in your community. The member was quoted as saying "I believe that somebody is paying somebody back a favor."

The LCBO's decision to invest in a new large-format store in Sault Ste. Marie is based on careful market research and an analysis of current and anticipated demographic growth in the community. It will bring Sault Ste. Marie a wider range of beverage alcohol products and services that we feel the community rightly deserves. Our store location process is both transparent and comprehensive. New store location plans are reviewed and approved at several levels, including departmental, committee and finally by the LCBO's Board of Directors.

We do not make such business decisions lightly or without careful consideration of the needs of our customers. We recognize that, any time we close and relocate a store, customers who live close to the old location might experience some degree of inconvenience due to increased travel. Likewise, for other customers convenience is enhanced, given they are now located closer to the new LCBO store.

In addition, the LCBO takes its commitment to integrity and fair dealings in its business practices very seriously. We arranged for a third-party review of the facts, and are of the belief that the comment attributed to the member of your council in SooToday.com is unsubstantiated and defamatory.

If not, it is our hope that the member in question, and any other members of council, will refrain from repeating such unfounded allegations in the future.



Discover the World

Separate and apart from the aforementioned issue, we have heard the customer service concerns expressed by some members of the community of Sault Ste. Marie. Given this feedback, we will revisit our business plan for the area. Our goal remains to ascertain if further operational efficiencies can be found that will contribute to improving overall customer service levels. We remain committed to ensuring whatever actions we take best serve the interests of the community, while achieving our financial performance goals.

We will be in touch shortly following the completion of this further analysis.

Yours sincerely,

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

Jackie Bonic
VP Store Development & Real Estate

cc: David Orazietti, MPP, Sault Ste. Marie; Philip Olsson, Chair, LCBO; Bob Peter, President & CEO, LCBO



HEART &
STROKE
FOUNDATION
OF ONTARIO

Finding answers. For life.

5(e)

Mayor Debbie Amarosa and Members of City Council

99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

RECEIVED
MAY 16 2011
MAYOR'S OFFICE

May 16, 2011

Re: Closure of Cardiac Rehabilitation Clinic, Sault Ste. Marie

Dear Debbie

The only Cardiac Rehabilitation Clinic in Sault Ste. Marie will be closing officially on May 31, 2011. In fact new referrals have already been stopped. This is of great concern to both The Heart and Stroke Foundation of Ontario and also those citizens in Sault Ste. Marie that need cardiac rehabilitation. It is also a concern to those that have loved ones who may need cardiac rehabilitation. Above and beyond that, Sault Ste. Marie will be without a cardiac rehabilitation clinic when people need it, now and in the future. With over thirty nine percent (39%) of the population being in the higher risk group (50 + years) for cardiac disorders and close to 2300 people hospitalized for cardiac related conditions, this is of great concern.

We know that "specialized cardiac rehabilitation programs are highly cost-effective services that can reduce cardiac deaths by 20% to 25% (Taylor, 2006) and should be available to all patients who can benefit. Also, cardiac rehabilitation is not available in all communities and as a result, only about 20% of the patients who could benefit receive rehabilitation services. (Suskin et al., 2002; Arthur et al., 2004). It is devastating that a city that has had cardiac rehabilitation will no longer have it.

Improving access to high-quality, appropriate, coordinated specialized cardiovascular care, including diagnostics, acute care, **cardiac rehabilitation** and end-of-life planning and care is a key component in providing integrated, patient-centred cardiovascular care. This is one of the recommendations made to make Canada a heart healthy nation and therefore help in limiting personal suffering for those who have developed cardiovascular disease, a leading cause of death and hospitalizations among Canadians. Cardiovascular disease is a major strain on our economy and government and ends up costing us \$22 billion per year to treat those who suffer from it. What will it take to find the funding to continue the clinic in Sault Ste. Marie? It seems ironic that while your clinic is shutting down, two new cardiac



HEART &
STROKE
FOUNDATION
OF ONTARIO

Finding answers. For life.

rehabilitation clinics have opened as recently as February 2011 in Southern Ontario. It is apparent that cardiac rehabilitation is considered important in Ontario.

We have received a number of calls from cardiac patients in Sault Ste. Marie over the past several weeks. All have expressed similar concerns:

1. Where can I get the rehabilitation services if the clinic is closing?
2. Why are they shutting down such an essential service?
3. What am I supposed to do? My cardiologist says I need a cardiac rehabilitation program.

The callers are fearful, frustrated and angry that funding necessary for the clinic is not available to the city and for them or their loved ones.

For the LHIN:

We ask that you consider continued funding for this important clinic that will continue to allow this important and cost effective service.

For the City:

We ask that you bring this issue to the Ministry of Health and the LHIN to provide the necessary funding for this important clinic and will continue to allow this important and cost effective service for the citizens of Sault Ste. Marie

For The MPP (David Orazietti)

We ask that you facilitate the funding request submitted by Group Health and Sault Regional Hospital for continued funding for the clinic.

Thank you for your time and consideration on this important issue. I welcome the opportunity to discuss this important issue with you and city council.

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

Dan Ingram, Area Manager, Sault Ste. Marie
Heart and Stroke Foundation of Ontario
705-253-3775
dingram@hsf.on.ca



Rod PHILLIPS

Rod Phillips will assume the office of President and Chief Executive Officer of the Ontario Lottery and Gaming Corporation in June 2011. Rod Phillips was most recently President and Chief Executive Officer of Shepell-fgi, one of North America's leading providers of health and productivity solutions for employees and organizations. Under his leadership, Shepell-fgi offered integrated services improving the health and productivity of eight million employees and their families from over 7,000 organizations in Canada, and 54 other countries.

Prior to joining Shepell-fgi, Rod was a founder of the Goodmans Venture Group, the ventures division of Goodmans LLP and Chief of Staff to Mayor Mel Lastman during his first term as the leader of the newly amalgamated City of Toronto from 1997 to 2000. Previously he was a Principal with KPMG Consulting and also served as the senior advisor to the Honourable Elizabeth Witmer, Ontario's Minister of Labour.

In 2000, Rod was selected as one of Canada's Top 40 Under 40 by the Caldwell Partners and the Globe and Mail's Report on Business. In 2005, he was selected as one of the "Best of the Best" on the 10th Anniversary of the Top 40 Under 40 program. In 2009, with his investment partners he was awarded the Canadian Venture Capital Association Deal of the Year in the Private Equity category. In 2010, Rod was selected to be the Honorary Lieutenant Colonel of the 32nd Combat Engineer Regiment headquartered in Toronto.

Rod is the Founding Chair of the Centre for Addiction and Mental Health's Transforming Lives gala. He is a past member of the Boards of the Canadian Psychiatric Research Foundation, Global Business and Economic Roundtable on Addiction and Mental Health, the Council of the College of Physicians and Surgeons of Ontario, Bridgepoint Health and the Toronto Community Foundation. He is a past President of the Canadian Club of Toronto.

Rod is a graduate of the MBA program at Wilfrid Laurier University in Waterloo and holds an Honours BA in Political Science and Literature from the University of Western Ontario in London.



For immediate release
May 19, 2011

OLG Announces New President & CEO

TORONTO, May 19, 2011 – The Ontario Lottery and Gaming Corporation (OLG) announced today the appointment of Rod Phillips as President and Chief Executive Officer, effective June 10, 2011.

"The Board is confident Rod is the right leader to continue our efforts towards improving performance, efficiency and cutting costs," said Mr. Paul V. Godfrey, Chair of the Board of Directors. "Rod has the experience and skills needed to lead our newly-streamlined organization and improve financial results of this important agency for Ontario."

Most recently prior to his appointment, Mr. Phillips was the President and Chief Executive Officer of Shepell-FGI, one of North America's leading providers of health and productivity solutions for employers and organizations.

As OLG's new President and CEO, Mr. Phillips will lead an executive team that is being transitioned from ten positions to seven. He will work with the Board of Directors to continue finding greater cost savings within the organization, enabling the investment of more money to Ontario hospitals, schools, charities, amateur sports and culture. OLG is supported by 18,000 employees in 34 locations across Ontario including resorts, slots, corporate and gaming facilities. It is an approximately \$7 billion dollar a year corporation which returns almost \$2 billion annually to the Province of Ontario.

"I look forward to working closely with the OLG Board and management team to build an organization that continues to be more accountable, transparent and results-driven," said Mr. Phillips. "My first priority will be to learn as much as I can by listening to our customers, patrons, stakeholders and employees. I'm looking forward to getting to work and ensuring OLG is offering the best in lottery and gaming entertainment."

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$32 billion for the benefit of the Province of Ontario. Gaming proceeds support Ontario's hospitals, amateur sport, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities and non-profit organizations through the Ontario Trillium Foundation.

Know your limit, play within it!

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505

Disponible en français

www.OLG.ca

For more information contact:
OLG Media Line
1.888.946.6716

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF"



"THE PROFITS MOST
WHO SERVES BEST"

CLUB 2776, DISTRICT 6290 ROTARY INTERNATIONAL
P.O. BOX 272
SAULT STE. MARIE, ONTARIO
CANADA P6A 5L6
TELEPHONE (705) 945-1279 - FAX (705) 945-5228
EMAIL: cbconnor@rotarysault.com - WEBSITE: www.rotarysault.com

RECEIVED
CITY CLERK

MAY 12 2011

NO.: 51878

DEPT: Legal, Agenda file

Mayor Amaro and Council
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

12 May 2011

Dear Mayor Amaro and Councilors:

The Rotary Club of Sault Ste. Marie would like to request the following pertaining to the operation of ROTARYFEST 2011 for July 14-16, 2011 and the 89th annual Rotary Community Day parade.

A) Use of

1. Clergue Park for July 8-18,
2. the Civic Centre north green space from July 9 – 17 for the midway,
3. the Civic Centre north and south parking lots for Friday evening, July 15 and all day Saturday, July 16

B) Road Closures:

1. Closure of Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre Parking lot; Foster Drive, east of the Civic Centre south parking lot
Hours: 7:00 am to 5:30 pm 16 July 2011
2. Closure of Queen St. East from Simpson St. to Gore St.
Hours: 10:30 am to 1:00 pm 16 July 2011
3. Closure of Simpson St. from Wellington St. to Queen St. East
Hours: 10:00 am to 12:00 noon 16 July 2011
4. At the City's discretion, partial closure of Queen St. East from Churchill Blvd. to Simpson St.
Hours: 9:00 am to approximately 12:00 noon 16 July 2011
5. Queen Street between East and Brock Streets
Hours: 5:15 pm to 11 pm for The Second Stage 15 July 2011
1:00 pm to 12 am 16 July 2011
to be located in front the Grand Theatre

Page 2

As in other years, the parade will commence line-up at approximately 9:00 am, running from Churchill Blvd. to Simpson St. We anticipate the entire north side of Queen St. to be lined with floats and the south side of Queen St. from Simpson to Pine St. as well. Simpson St. will be used to martial the bands, and the floats, bands, etc. should be removed from this area by noon. We will terminate at Queen St. East and Gore St. and disperse onto Queen West and on Bay St. We would anticipate the last float to clear Queen and Gore St. area at approximately 1:00 pm.

C) By-law (renewal of By-law 2010-119)

Control of what takes place on the festival grounds, adjacent sidewalks and streets during the operation of the festival, especially pertaining to vendors. Anyone wishing to sell or demonstrate products on the grounds must first receive permission to do so from the ROTARYFEST committee. A fee may apply.

- 1) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
- 2) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
- 3) On the south side of Bay Street between Brock and East Streets, including the sidewalk;
- 4) Lower East Street south of Bay Street

On behalf of Rotary, I would like to thank you for your cooperation in this matter.

Sincerely,



Carolyn Bunting O'Connor
Events Manager

cc: David K. Marshall, Parade Chairperson
Margaret Hezelton, CSD

Attachments: Temporary Street Closure – sign off forms

05/12/2011 16:24 705-945-5228

ROTARY SAULT

PAGE 03

5(g)

05/10/2011 TUE 9:02 FAX 705 759 4534 SSM TRANSIT

0002/002

05/09/2011 16:40 705-945-5228

ROTARY SAULT

PAGE 01

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carylyn Bunting O'Connor TELEPHONE: 705-945-1279

ADDRESS: 34 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

from _____ to _____

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

on the _____ day of _____, 20 ____ from _____ am/prn to _____ am/pm

for the purpose of Rotary Fest, The Sault's Summer Festival!

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

6. Downtown Association
Telephone 942-2919
Fax 942-8368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

05/12/2011 16:24 705-945-5228

ROTARY SAULT

PAGE 34

5(g)

05/10/2011 TUE 10:29 FAX 705 945 6877 Sault Ste Marie CACC Adm
05/09/2011 16:37 705-945-5228

ROTARY SAULT

003/003

PAGE 01

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn Bunting O'Conor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St. S.W. POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20 ____ from _____ am/pm to _____ am/pm
for the purpose of RotaryFest, The Sault's Summer Festival!

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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


Signature of Official

Signature of Official

CITY CLERK SECTION:

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

05/12/2011 16:24 705-945-5228
05/10/2011 TUE 14:10 FAX 705 949 3440 S.S.M. Police Patrol
05/09/2011 16:34 705-945-5228

ROTARY SAULT
ROTARY SAULT

PAGE 05
051/001
PAGE 01
5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Caryn Bunting O'Connor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____ 20____ from _____ am/pm to _____ am/pm
for the purpose of ROTARYFEST, The Sault's Summer Festival!

APPROVALS SECTION:

- | | |
|--|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
Sgt. R. Magnan #209 | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|--|---|

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

05/12/2011 16:24 705-945-5228
05/10/2011 14:44 FAX 1 705 949 2341
05/09/2011 16:38 705-945-5228

ROTARY SAULT
SSM FIRE DEPT.
ROTARY SAULT

PAGE 06
0002
PAGE 01
5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Caryn Bunting O'Connor TELEPHONE: 705-945-1279

ADDRESS: 34 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20 ____ from _____ am/pm to _____ am/pm
for the purpose of Rotary Fest, The Sault's Summer Festival!

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

6. Downtown Association
Telephone 942-2919
Fax 942-8368
498 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

MAY-11-2011 WED 02:48 PM DOWNTOWN ASSOCIATION
05/09/2011 16:43 705-945-5228

FAX: 705 942 6368

P. 002

ROTARY SAULT

PAGE 81

569)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carolyne Bombardier O'Connor TELEPHONE: 705-945-1279
 ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
 for the purpose of Rotary Fest, The Sault's Summer Festival!

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-8300 ext 348
 Fax 759-7820
 580 Second Line East

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

Signature of Official

Signature of Official

3. Public Works & Transportation Dept. 4.
 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

•05/12/2011 16:24 705-945-5228

ROTARY SAULT

PAGE 08

0001/001

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05/12/2011 THU 12:40 FAX

05/09/2011 16:36 705-945-5228

ROTARY SAULT

PAGE 01

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Cathy Bunting O'Connor TELEPHONE: 705-945-1279
ADDRESS: 364 Queen St. East POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
for the purpose of ROTARY FEST, The Sault's Summer Festival!

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

JM Goff
Signature of Official

Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6863
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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



downtown association
Sault Ste Marie, Ontario

May 25, 2011

To: City Clerk Department
City of Sault Ste. Marie

Re: Temporary Street Closure

To Whom It May Concern:

The Downtown Association is requesting a temporary street closure for Downtown Days, an annual event that takes place every July. This year it is scheduled to take place the evening of Thursday, July 14th from 4:00pm to 11:00pm.

Downtown Days is an event that encourages residents (and tourists) to stroll along Queen Street and experience the many retail and entertainment options available throughout the Downtown. In the past, we have had musicians, artisans and members of the Farmer's Market join the many Downtown members that stay open late to provide an evening of fun and festivities.

Please find attached the following signed street closures forms: Police Services, Fire Services, Public Works and Transportation Dept., Transit/Parking, Central Ambulance Communication Centre and Downtown Association.

Should you need additional information or have any questions, do not hesitate to contact me at 705.942.2919.

Sincerely,

Anna Boyonoski
Manager

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Anna Boydowski TELEPHONE: 942-2919ADDRESS: 496 QUEEN ST. E POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

from CORNER OF QUEEN ST / EAST ST. to QUEEN ST / DENNIS ST.
(reference points - street numbers, cross streets, etc.)on the 14th day of July, 2011 from 4:00 am to 11:00 pmfor the purpose of DOWNTOWN DAYS (DOWNTOWN EVENT)

APPROVALS SECTION:

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

Sgt. R. Meghan # 209 MAY 18 2011

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Anja Boyanowski TELEPHONE: 942-2919ADDRESS: 496 QUEEN ST. E. POSTAL CODE: P1A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

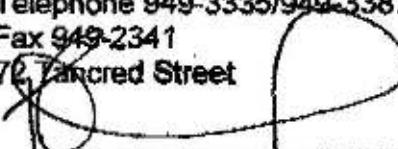
from Corner of Queen St / EAST ST. to QUEEN ST / DENNIS ST.
(reference points - street numbers, cross streets, etc.)on the 14th day of July, 2011 from 4:00 am to 11:00 amfor the purpose of DOWNTOWN DAYS (DOWNTOWN EVENT)

APPROVALS SECTION:

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

MAY-17-2011 TUE 01:39 PM DOWNTOWN ASSOCIATION

FAX: 705 942 6368

P. 003

5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Anna Boywoski TELEPHONE: 942-2919ADDRESS: 496 QUEEN ST. E POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

from corner of QUEEN ST. / EAST ST. to QUEEN ST. / DEPONIS ST.
(reference points - street numbers, cross streets, etc.)on the 14th day of July, 2011 from 4:00 am to 11:00 amfor the purpose of DOWNTOWN DAYS (DOWNTOWN EVENT)

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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



Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Aneta Boydowski TELEPHONE: 942-2919ADDRESS: 496 QUEEN ST. E. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

from corner of QUEEN ST / EAST ST. to QUEEN ST / DENNIS ST.

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

on the 14th day of July, 2011 from 4:00 am(pm) to 11:00 am(pm)for the purpose of DOWNTOWN DAYS (DOWNTOWN EAST)

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Andrea Boyanowski TELEPHONE: 942-2919ADDRESS: 496 Queen St. E. POSTAL CODE: P1A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

from corner of Queen St / EAST ST to Queen St / DEPOIS ST.
(reference points - street numbers, cross streets, etc.)on the 14th day of July, 2011 from 4:00 am to 11:00 pmfor the purpose of DOWNTOWN DAYS (DOWNTOWN EVENT)

APPROVALS SECTION:

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

Signature of Official

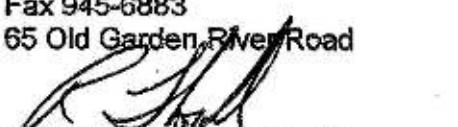
Signature of Official

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

Signature of Official

Signature of Official

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



Signature of Official

Signature of Official

CITY CLERK SECTION:

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

51g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Anna Boyanowski TELEPHONE: 942-2919

ADDRESS: 496 QUEEN ST. E. POSTAL CODE: P1A 1Z8

The above person hereby makes application for the closing of

QUEEN STREET EAST

(Name of street to be closed)

from corner of Queen St / East St to Queen St / Dennis St
 (reference points - street numbers, cross streets, etc.)

on the 14th day of July, 2011 from 4:00 am to 11:00 am

for the purpose of DOWNTOWN DAYS (DOWNTOWN EVENT)

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

SYA

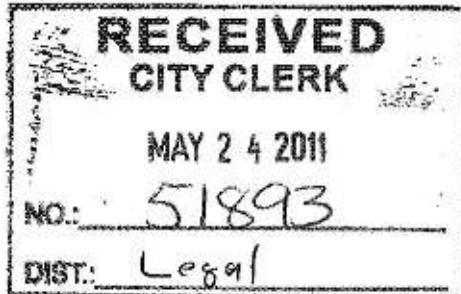
Sault Youth Association

443 Northern Ave.
P.O. Box 60
Sault Ste. Marie, ON
P6A 5L3

5(g)

May 24, 2011

Malcolm White
City Clerk
City of Sault Ste. Marie, ON
Level IV-Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON
P6A 5X6



Subject: 2011 Sault Youth Association Buskerfest Vendor Committee Approval

Dear Malcolm,

The Sault Youth Association and its Buskerfest Committee are requesting City Council approval to pass a bylaw for the 2011 Sault Youth Association Buskerfest on Vendor Committee Approval. This bylaw was passed for the 2007-2010 Buskerfest events and we are looking to sustain this aspect of the festival.

The bylaw would state that all vendors that would like to set up and sell their goods and services, on or near the festival site must be approved by the Buskerfest Committee. This would ensure that all vendors who are participating in the festival have and will follow the guidelines and regulations set out by the committee. We would like to reserve the right to remove any vendors whom do not follow protocol, abide by this bylaw and follow the stipulations regarding vending during the festival and on or near the festival grounds.

The 2011 Buskerfest will take place from August 5-7, 2011 on Queen Street from East to Brock Street.

We thank you for the City's continued support for this festival and of the Sault Youth Association.

Sincerely,

Tara Lappage
Buskerfest Committee Organizer
Sault Youth Association Board Member

105
licensing
application closing 106

5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Lappage TELEPHONE: 705 759-2954ADDRESS: 110 Promenade Drive POSTAL CODE: P6B 5J6

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street to Brock Street

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

Friday, August 5, 2011 4-11 pm

Saturday, August 6, 2011 11am - 11pm

Sunday, August 7, 2011 11am - 7pm

for the purpose of BustKerfest 2011.

APPROVALS SECTION:

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

Sgt. R. Magnan # 209 MAY 20 2011
Signature of Official

Signature of Official

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

Signature of OfficialSignature of Official

- | | |
|---|---|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of OfficialSignature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Lappage TELEPHONE: 705 759 2954ADDRESS: 110 Promenade Drive POSTAL CODE: N6B 5J6

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street to Brock Street

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

Friday, August 5, 2011	4-11 pm
Saturday, August 6, 2011	11am - 11pm
Sunday, August 7, 2011	11am - 7pm

for the purpose of Buskerfest 2011.

APPROVALS SECTION:

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

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

Signature of OfficialSignature of Official

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

Signature of OfficialSignature of Official

CITY CLERK SECTION:

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

5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Lappage TELEPHONE: 705 759-2954ADDRESS: 110 Promenade Drive POSTAL CODE: PoB SJB

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street to Brock Street

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

Friday, August 5, 2011 4-11 pm

Saturday, August 6, 2011 11am - 11pm

Sunday, August 7, 2011 11am - 7pm

for the purpose of Buskerfest 2011.

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3385/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

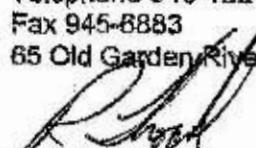
Signature of Official

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

Signature of Official

Signature of Official

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|---|---|
| 5. Central Ambulance Communication
Centra (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-8368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|---|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Leppage TELEPHONE: 105 759 3954ADDRESS: 110 Promenade Drive POSTAL CODE: D6B 5J6

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street to Brock Street

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

Friday, August 5, 2011 4-11 pm

Saturday, August 6, 2011 11am - 11pm

Sunday, August 7, 2011 11am - 7pm

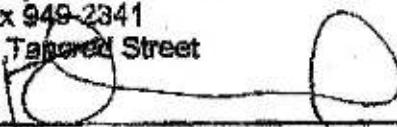
for the purpose of Buskerfest 2011.

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-8300 ext 348
Fax 759-7820
580 Second Line East

Signature of Official

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



Signature of Official

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

Signature of Official

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

Signature of Official

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

6. Downtown Association
Telephone 842-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(g)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Lappage TELEPHONE: 705 759 2954

ADDRESS: 110 Promenade Drive POSTAL CODE: P6B 5J6

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street

to Brock Street

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

Friday, August 5, 2011 4-11 pm

Saturday, August 6, 2011 11am - 11pm

Sunday, August 7, 2011 11am - 7pm

for the purpose of Bustkerfest 2011.

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

City Council approval was received on

(date)

(By-Law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tara Lappage TELEPHONE: 705 759 3954ADDRESS: 110 Promenade Drive POSTAL CODE: D1B 5J6

The above person hereby makes application for the closing of

Queen St. East

(Name of street to be closed)

from East Street to Brock Street

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

Friday, August 5, 2011 4-11 pmSaturday, August 6, 2011 11am - 11pmSunday, August 7, 2011 11am - 7 pmfor the purpose of Rushier fest 2011.

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-6320
Fax 759-6334
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

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|--|--|
| 5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-8883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|--|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

Portuguese Canadian Association
Of Sault Ste. Marie, Ontario, Canada

To:
City Clerk
Sault Ste. Marie

2011 May 11

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

Re: Application for a Temporary Extension of a Liquor Sales License.
Barbeque/picnic, June 25, 2011 from 12:00 to 08:00 p.m.

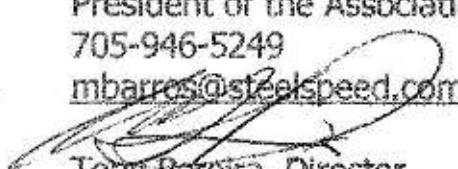
The following is submitted as per Alcohol and Gaming Commission guidelines. The Portuguese Club holds a liquor license; a Letter of Non-objection from the Municipal Clerk is requested to extend the license outdoors. The event planned has become an annual one, a picnic/barbeque at the Portuguese Club grounds, approximately 50 to 100 feet from the main building. This is private property, consisting of three acres fenced all around by a four foot wire fence. The event is not open to the general public, but is for family, friends and acquaintances of Club members. Number of people expected is approx. 80. This event has proven popular and uneventful in the past. As per guidelines, the following agencies have been contacted under separate cover:

Algoma Health Unit
Sault Ste. Marie Police Services
Sault Ste. Marie Fire Services

For any questions, please contact either of the undersigned. Thank you.

Sincerely,

Manuel Barros
President of the Association
705-946-5249
mbarros@stelksspeed.com


Tony Pereira, Director
949-5077 (res)
541-1071 (cell)
tdpereira@shaw.ca

RECEIVED	
CITY CLERK	
MAY 11 2011	
NO.	51875
DIST:	

5(h)

G. Marconi Society

450 Albert Street West
Sault Ste. Marie, ON P6A 1C3
Tel 705 942-5556 Fax 705 94208902
marconi.club@gmail.com

May 25, 2011

Mr Malcolm White
City Clerk
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 2N1

Dear Sir:

The G. Marconi Society is organizing the Annual ITALIAN FESTIVAL, to be held Sunday, July 24, 2011, on the Marconi Club parking lot.

Outdoor activities will commence at 12:00 pm outdoors and will continue indoors until 1:00 am.

We will feature rides, games and entertainment for all ages.
Food and refreshments will be served throughout the day.

We are asking approval from City Council.

We thank you in advance.

Sincerely



Tony Celli
President
G. Marconi Society



Domenic Carota
Manager
G. Marconi Society

CC: Algoma Health Unit
Sault Ste Marie Police Department
Sault Ste. Marie Fire Department
City of Sault Ste. Marie Building Department

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
p.berlingieri@cityssm.on.ca

2011 05 30

Mayor Debbie Amaroso 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. **Denis Desrosiers – Legal - POA Divison**
Court Manager's Conference
June, 2011
Toronto, Ontario
Estimated total cost to the City - \$ 1,166.25
Estimated net cost to the City - \$ 1,166.25
2. **Michael Dionisi – Fire Services**
Fire Scene Assessment
June, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
3. **Chris Gillespie – Fire Services**
Fire Scene Assessment
June, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00

4. **Michael Pagnucco – Fire Services**
Fire Scene Assessment
June, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
5. **Scott Smith – Fire Services**
Fire Scene Assessment
June, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
6. **Carlo Provenzano – Fire Services**
Flammable and Combustible Liquids
July, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
7. **James Beach – Fire Services**
Incident Management Practice
August, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00
8. **Madison Zuppa – Engineering & Planning – Environmental Initiatives**
LAS Energy Workshop
June, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 692.82
Estimated net cost to the City - \$ 692.82
9. **Michael Blanchard – Public Works & Transportation Department**
Green Fleet Expo
June, 2011
Hamilton, Ontario
Estimated total cost to the City - \$ 980.58
Estimated net cost to the City - \$ 980.58

10. Gino Gioa – Social Services – Ontario Works Division

Employment Functional Overview Session

June, 2011

Hamilton, Ontario

Estimated total cost to the City - \$ 255.50

Estimated net cost to the City - \$ 127.75

11. Ken McPhee – Social Services – Ontario Works Division

Employment Functional Overview Session

June, 2011

Hamilton, Ontario

Estimated total cost to the City - \$ 655.50

Estimated net cost to the City - \$ 327.75

12. Kim Streich-Poser – Social Services Department

OMSSA AGM

June, 2011

London, Ontario

Estimated total cost to the City - \$ 2,007.75

Estimated net cost to the City - \$ 1,003.87

13. Patti Lebel – Social Services – Ontario Works Division

OMSSA AGM

June, 2011

London, Ontario

Estimated total cost to the City - \$ 1,407.75

Estimated net cost to the City - \$ 703.87

14. John Luszka – Human Resources

Emergency Services Labour Forum

June, 2011

Toronto, Ontario

Estimated total cost to the City - \$ 1,017.96

Estimated net cost to the City - \$ 1,017.96

15. Peter Niro – Human Resources

Emergency Services Labour Form

June, 2011

Toronto, Ontario

Estimated total cost to the City - \$ 965.56

Estimated net cost to the City - \$ 965.56

16. **Dree Pauzé – Social Services – Ontario Works Division**
OMSSA Policy Forum on Homelessness
May, 2011
Toronto, Ontario
Estimated total cost to the City - \$ 605.25
Estimated net cost to the City - \$ 605.25
17. **Nuala Kenny – Legal Department**
MLDAO Meeting – Law in Context
June, 2011
Toronto, Ontario
Estimated total cost to the City - \$ 1,637.00
Estimated net cost to the City - \$1,637.00
18. **Kathy Fisher – Community Services – Recreation & Culture Division**
Ministry of Tourism 1812 Regional Meeting
June, 2011
Penetanguishene, Ontario
Estimated total cost to the City - \$ 1,466.00
Estimated net cost to the City - \$0.00
19. **Louise McAuliffe – Community Services – Recreation & Culture Division**
Ministry of Tourism 1812 Regional Meeting
June, 2011
Penetanguishene, Ontario
Estimated total cost to the City - \$ 177.00
Estimated net cost to the City - \$0.00

Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

5(m)

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department



2011 05 30

Mayor Debbie Amaroso
and Members of City Council
Civic Centre

RE: Property Tax Appeals

Attached are the listings that summarize applications for adjustments to the Tax Roll pursuant to Sections 357 of the Municipal Act, 2001.

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature in black ink.

Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:

A handwritten signature in black ink.

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink.

Joseph M. Fratesi
Chief Administrative Officer

5(m)

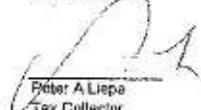
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2010

DATE: 2011-05-30
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
030-041-009-00	229 Great Northern Rd	Quattro Hospitality Inc	CT	F	10-050	\$ 18,562.11	\$	\$ 19,562.11
040-031-082-00	473 Queen St West	Andre Trahan	RT	D	10-051	\$ 629.53	\$	\$ 629.53
						TOTAL		\$ 20,191.64

Certified Correct:



Peter A. Liepa
Tax Collector

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

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

5(m)

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2011

DATE: 2011 06 30
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL	
						TAXES	INTEREST	ADJUSTMENT	
D20-018-079	00874 Queen Street East	1022254 Ontario Inc.	CT	D	11-001	\$ 7,897.93		\$ 7,897.93	
D20-052-045	00803 Great Northern Road	Mar Li Investments Inc.	CT	D	11-002	\$ 14,953.83		\$ 14,953.83	
000-001-001	00000 Wallace Terrace	Essar Steel Algoma Inc.	CT	D	11-003	\$ 24,154.62	\$ 221.59	\$ 24,376.21	

Certified Correct:



Peter A. Lispa
Tax Collector

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

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

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department



2011 05 30

Mayor Debbie Amaroso
Members of City Council

Re: Transit Buses

The Finance Committee met on May 19, 2011 to discuss the following two issues.

1. Mr. Don Scott, Manager of Transit and Parking, presented the attached report on the benefits of purchasing full size heavy duty transit buses.
2. Mr. Don Scott, Manager of Transit and Parking, discussed the process for an operational review of transit services including parabus.

The following resolutions were approved by the Finance Committee at the May 19, 2011 meeting.

Moved By: Councillor T. Sheehan
Seconded By: Councillor F. Fata

Whereas the Finance Committee on April 13, 2011 requested a review of the benefits and costs of utilizing full size buses on regular transit routes;

And Whereas City Council approved the purchase of a new transit bus in the amount of \$425,347 at the April 13, 2011 budget meeting;

And Whereas the Transit Division has provided the Finance Committee with a Transit Services Fleet Assessment;

Therefore Be It Resolved that the Finance Committee recommend to City Council the purchase of a full size heavy duty low floor transit bus.
CARRIED

Report to Council – Transit Buses

2011 05 30

Page 2.

Moved By: Councillor T. Sheehan
Seconded By: Councillor M. Bruni

Whereas the Finance Committee had requested an internal operational review of transit and parabus operations;

And Whereas City Staff recommends the use of a third party consultant to perform a review of conventional and parabus services;

Therefore Be It Resolved that the Finance Committee recommend to City Council the preparation of a Request for Proposal for an operational review of the Transit Division with an emphasis on specialized transit. The review will be funded equally from the 2011 and 2012 Provincial Gas Tax allocation at an estimated cost of \$80,000. CARRIED

Recommendation

Council approve the following recommendations from the Finance Committee.

1. City Council approve the purchase of a full size heavy duty low floor transit bus in the amount of \$425,347.
2. City Council approve the preparation of a Request for Proposal for an operational review of the Transit Division with an emphasis on specialized transit. The review will be funded equally from the 2011 and 2012 Provincial Gas Tax allocation at an estimated cost of \$80,000.

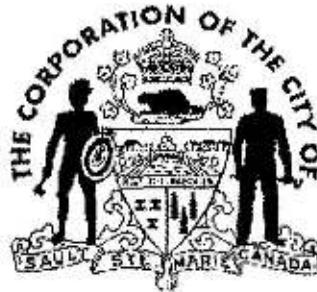
Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

Mr. Don Scott
Manager of Transit and Parking



Public Works and Transportation
Department
Transit Division

2011 05 19

MEMO TO: CITY FINANCIAL COMMITTEE

RE: TRANSIT SERVICES FLEET ASSESSMENT

INTRODUCTION

The Transit Services Fleet Assessment was initiated during the 2011 city budget deliberations by City Council and then assigned as an action item to the City's Finance Committee.

The primary objective of this report is to provide Council with relevant information to support a recommendation to begin replacing our aging fleet of high floor buses with the purchase of a new 40 foot, low floor bus for 2011.

BACKGROUND

Sault Ste. Marie Transit Services is the provider of conventional transit and specialized transit services within the City of Sault Ste. Marie as a Division of the Public Works and Transportation Department.

Currently public transit is available to approximately 69,000 of the residents living in the Sault Ste. Marie area. In total, there are 10 fixed bus routes providing 1,711,042 kilometers driven and 83,000 revenue hours of service, all of which carried 1,962,881 passenger trips in 2010.

TRANSIT BUDGET

Capital and Operations from Provincial and Federal Funding

During the last five years, Transit Services has not requested any new funding from the City Levy for expanded conventional/specialized transit service or capital for buses. Transit staff has operated within its annual operating budget and any new capital or expanded service has been funded from senior levels of government over the last five years, as indicated on page 2 of this report.

Funding From Senior Government

<u>Cost Centre</u>	<u>Funds Allocated Over 5 Years</u>
Expanded Para Bus Operations	\$868,400
Para Bus Capital (buses purchased)	\$455,000
Expanded Conventional Transit Operations	\$3,780,000
Conventional Capital (buses purchased)	\$2,842,000
Infrastructure Upgrades (111 Huron St., bus terminal)	\$318,000
Upgrade Fareboxes (including Review)	\$688,000
Automated Bus Announcement System	\$344,000
Operational Review (2005/06)	\$53,000

SMALL BUS INQUIRY

Some members of Council have asked if smaller buses are an option instead of purchasing larger buses. Smaller, light duty buses are able to accommodate one or two wheelchairs and/or 15 people. The vehicles are light weight construction and are typically deployed as shuttles for airports, hotels and large parking structures – not for conventional transit operations. Orion Bus Industries does make a 30 ft. bus, but it is not built with a 32" wide rear door as required in Ontario. There are two bus manufacturers who provide a 30 ft. bus complete with a 32" wide rear door, but their vehicles are designed for substantially lighter duty than a typical transit operation, and are available only with mild steel frames. The vehicles are comparably priced with a 40 ft. Orion Bus; therefore, a savings wouldn't be available to the City.

In the province of Ontario, there are approximately 5,000 full sized buses currently providing transit service to Ontarians. In addition, there are only approximately 45 light duty community buses throughout the province, of which two are used for said purpose in Sault Ste. Marie. Heavy duty buses are available in a 35 ft. length, which are fully compliant, however there is very little cost savings in moving to this product, as the major components, raw materials and manufacturing process is the same for a 35 ft. bus and a 40 ft. bus. A 35 ft. bus is typically \$5,000 less in cost than a 40 ft. bus.

CURRENT BUS FLEET

The City's conventional transit fleet consists of 29 buses. The fleet consists of 27 buses that are 40 foot, heavy duty buses, and two light weight community buses 30 and 35 feet, respectively.

The fleet largely consists of three age groups of buses;

- a) Old - 14 buses (21 years or older)
- b) Mid-life - 9 buses (13 to 14 years of age)
- c) New - 6 buses (2 to 8 years of age)

Old Buses

The fleet of old buses consists of 14 high floor buses, which are currently 21 years of age and inaccessible for the disabled. The actual production of MCI high floor buses ended in 1997 and bus companies only guarantee the availability of parts for 15 years after the last day of production. With each passing day the search for repair parts and accessories for the MCI buses is becoming exceedingly difficult.

The 14 high floor buses, 21 years and older, have been exposed to many years of winter salting conditions from our city streets. The structural integrity for some of the body frames on the MCIs are becoming maintenance issues as they begin to rust out. Current 2011 cost estimates to repair body frames for the MCI buses begin at \$80,000 per bus.

Mid-Life Buses

The fleet of mid-life buses consists of 9 low floor buses, which are 13 to 14 years of age. All vehicles are wheelchair accessible and will be scheduled for refurbishment to prolong their operating lives from 7 to 10 years.

New Buses

The fleet of new buses consists of six vehicles ranging in age from 2 to 8 years. All of the buses in this category are wheelchair accessible and currently low cost to operate. Two of the buses from this category are light duty, community buses.

Current Revenue Projected to Increase

In January of 2008, then Mayor, John Rowswell hosted a youth forum to discuss various topics impacting the young people of our community. Discussion from that meeting included lowering the individual bus fare for the community's youth.

On March 17, 2008, Council accepted the Transit Manager's report to begin a \$.25 cash fare and \$10.00 per month "Youth Fare" until December 31, 2008. Council was notified of a potential \$300,000 loss in unattained revenue.

In November of 2008, the Transit Manager reported back to Council that although ridership had increased by 9%, revenue was down by \$75,000 over the first six months of the \$.25 fare reduction. As a result it was recommended that the \$.25 cash fare should be returned to regular fare at year end.

To determine the true revenue potential for the "Youth Pass" it was recommended that the pass remain in place. After monitoring the "sale of youth pass" for two years it became evident that sales had peaked at about 9,500 passes per year, which at \$10 per pass would not restore revenue to pre-April 2008 levels.

In the fall of 2010, transit management initiated fare increases for cash fare from \$2.00 to \$2.25 and the monthly "Youth Pass" from \$10.00 to \$15.00. Early indications for 2011 are showing increased revenues of \$ 44,300 to the end of April, when comparing 2011 to 2010.

SUMMARY

There is a potentially unmanageable situation developing for the corporation with the ongoing operation of 14 high floor MCI buses that are 21 years or older. All of the vehicles are inaccessible to the disabled. The fleet of MCIs does not warrant the costs associated with complete refurbishment as we would be subject to complaints from Human Rights for funding buses that are not accessible to the disabled.

In addition, bus manufacturers will only provide parts for 15 years after a bus is removed from production. The production of the MCI model found in our fleet ended in 1997, which means that we are now in the 15th and final year for the availability of parts and accessories to keep the vehicles on the road.

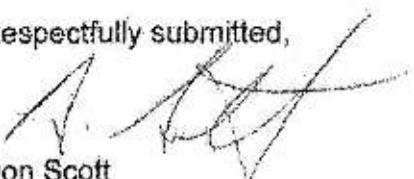
Today we require 17 buses to operate all of our conventional bus routes on a daily basis. It is good business to have four buses in the repair shop for minor servicing and four buses on stand-by for the potential change off with buses breaking down while on route. Essentially we require a fleet of 25 buses that are mechanically sound to provide our current level of transit service.

Although the buses in our community appear to be empty at times it is important to understand that the large buses are needed to accommodate our passengers during the peak travel times from the bus terminal where standing loads occur daily.

RECOMMENDATION

It is recommended that the City continue to purchase full size, heavy-duty, low floor buses and that the funds set aside in the 2011 Budget be used to purchase such a bus.

Respectfully submitted,



Don Scott
Manager of Transit and Parking
Public Works and Transportation

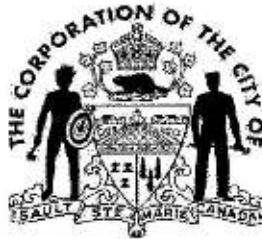
Recommended for approval,



Jim Elliott, P. Eng.
Commissioner
Public Works and Transportation

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

2011 05 30

Mayor Debbie Amaroso
 And Members of City Council

RE: REQUEST FOR PROPOSALS (RFP)
1. EMPLOYEE ASSISTANCE PROGRAM (EAP)
2. WELLNESS PROGRAM

The City Purchasing Division issued the above noted RFP's on behalf of the Human Resources Department on February 23, 2011. The closing date to submit proposals for both EAP and Wellness was March 31, 2011.

The RFP for the long standing EAP program was issued to determine whether we could improve access to EAP services as well as introduce a Critical/Traumatic Incident counseling service within the program.

The Wellness RFP was to seek proposals for introducing Wellness programs for City employees pursuant to our Strategic Plan and NQI Healthy Workplace Initiative.

Proposals for both projects were reviewed by a committee consisting of myself, Mr. Tim Gowans (Purchasing), Mr. Roy Dewar, Manager of Health & Safety (Human Resources) and Ms. Della-Marie Iley, Disability Case Manager (Human Resources).

I. E.A.P.

The City received five (5) proposals:

1. Aspiria Corporation , Mississauga, Ontario
2. Ceridian Canada Ltd., Mississauga, Ontario
3. Group Health Centre, Sault Ste. Marie, Ontario
4. Morneau Shepell, Toronto, Ontario
5. Organizational Health Inc., Mississauga, Ontario

It was the consensus of the Committee to recommend acceptance of the proposal of the lowest bidder, Ceridian Canada Ltd., to be the City's EAP provider. The annual cost of the program, \$35,159.25, is covered under existing City budgets and therefore there is no request for any additional budgetary amount. The contract term is one (1) year with an option to renew after one (1) year. The anticipated commencement date allowing for transition from our current EAP carrier (Group Health Centre) is August 1, 2011.

II. Wellness Program

The City received five (5) proposals:

1. Buffet & Company Worksite Wellness Inc., Whitby, Ontario
2. Cerdian Lifeworks Wellness Services, Mississauga, Ontario
3. Morneau Shepell, Toronto, Ontario
4. Organizational Health Inc., Mississauga, Ontario
5. We Care Home Health Services, Sault Ste. Marie, Ontario

The Committee reviewed five (5) well prepared and detailed proposals regarding the development of a Wellness Program. It became clear that the development of a Wellness Program was dependent upon making selections from the various 'a la carte' options available under any of the proponent's proposals. Also, it became clear that depending upon the options selected the cost of the program could vary greatly.

It is therefore recommended that none of the proposals be accepted.

It should be noted that the City had in its Wellness RFP a provision permitting a joint evaluation of the Employee Assistant Program RFP and the Wellness RFP. It was recognized that having the same provider for both EAP and Wellness would be an important factor in the selection of the proponent. Therefore, it would be in the best interest of the City at this time to have staff work with Ceridian to develop a specific framework and plan for a Wellness approach for the organization.

The City with input from its staff would then formulate a program at a later date upon identifying the components, activities and budgetary limitations.

Yours truly,



John Luszka
Commissioner
Human Resources Department

JL:ef

c.c. J. Fratesi
R. Dewar
T. Gowan
D. M. Iley

Lori Ballstadt
Corporate Affairs Officer

Clerk's Department



2011 05 30

Mayor Debbie Amaroso and
Members of City Council

Rick Hansen 25th Anniversary Relay

The 25th Anniversary of the Man in Motion World Tour will be commemorated through a national Relay beginning August 2011. The Relay, to be held over nine months, will recreate the Canadian portion of the Man in Motion World Tour by travelling through hundreds of communities from Newfoundland to British Columbia, featuring thousands of participants who will run, walk or wheel donning the 25th Anniversary Relay Medal.

The Rick Hansen Foundation (RHF) has expressed an interest in routing the Relay through Sault Ste. Marie in mid December. The Relay team will arrive on a Sunday evening (tentative schedule) for an End of Day Celebration event, possibly at the John Rhodes Community Centre. This event provides an opportunity to bring together the community to recognize local difference makers, raise awareness about accessibility, and inspire people to continue to take action. The Relay is not operational the following day, as the Events team will visit locations in the community such as schools, City Hall, treatment centres, the new hospital and other existing accessible buildings. The group will depart for Wawa the next morning.

The RHF, through its staff, is responsible for all logistics associated with the Relay; however, looks to participating communities to serve as a resource. The SSM Police Service is required to assist with the safe passage of the Relay convoy.

The City is responsible for arranging the End of Day Celebration, but is under no obligation to coordinate a large event to mark the arrival of the Rick Hansen Medal. The scope of the event is at the discretion of the Community Planning Team (CMT) and will be free of charge, open to the public and barrier-free. The team will comprise of City staff and community representatives, including members of the Sault Ste. Marie Accessibility Committee.

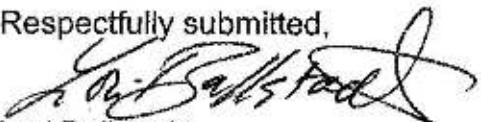
The intent of the Relay is to acknowledge accomplishments since the original Man in Motion Tour and focus on continually improving the life of people with spinal cord injuries. Fundraising will not be a primary function of the Event team. Should residents wish to donate to the RHF, they may do so online.

Approval of the attached Memorandum of Understanding is required to confirm our City's interest and involvement with the Rick Hansen 25th Anniversary Relay.

Recommendation

That Council enter into an agreement with the Rick Hansen Foundation to participate as a host community for the Rick Hansen 25th Anniversary Relay.

Respectfully submitted,



Lori Ballstadt
Corporate Affairs Officer

Recommended for approval



Malcolm White
City Clerk

attachment

cc: Lynn Rosso, Social Services
Robert Davies, Police Services
Nick Apostle, CSD

March 17, 2011

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

Attention: Her Worship Mayor Debbie Amaroso and
City of Sault Ste. Marie Council and
Ms. Lori Ballstadt and
Ms. Lynn Rosso

Dear Sirs/Madams:

The Rick Hansen Foundation, (RHF) is delighted at the interest that City of Sault Ste. Marie (the **'Community'**) has shown to date in the Rick Hansen 25th Anniversary Relay (the **'Relay'**). The Relay is designed to connect, inspire and share the power of a dream with the maximum number of Canadians in the greatest number of communities possible. The Relay route will re-trace the journey that Rick embarked on 25 years ago traversing the world and travelling 12,000 kilometres across Canada.

By this letter, RHF is formally expressing its willingness and desire to route the Relay through the Community and to offer the community an opportunity, should it so desire, to host an End of Day Celebration to mark the arrival of the Rick Hansen Medal, all on the terms and conditions set forth in the attached Schedule. If the Community agrees and accepts these terms, RHF requests that the Community:

1. have an authorized representative of the Community sign this letter in the space provided below;
2. complete the contact information for the Community Contact in this letter in the space provided below; and
3. return a duly signed and completed copy of this letter to RHF at the address noted below, attention: Justan Steele, by April 2011.

By completing, signing and returning this letter (which, together with the Schedule, will constitute the **"Agreement"** between RHF and the Community), the Community agrees to be bound by the terms and conditions set out in the Schedule.

RHF wishes to thank the Community for its interest, cooperation and support in making the Relay a worthwhile and memorable experience for the Community's residents and for all Canadians.

Yours truly,

RICK HANSEN FOUNDATION

Per:

Authorized Representative

Agreed and acknowledged by the Community this ____ day of _____, 2010.

City of Sault Ste. Marie

Per:

Authorized Representative

For the purposes of this Agreement, the Community's authorized representative (the ' Community Contact ') is as follows:		For the purposes of this Agreement, the RHF's authorized representative (the ' RHF Contact ') is as follows:
Printed Name		Printed Name
Address		Address
Address		Address
Email		Email

SCHEDULE OF TERMS AND CONDITIONS**1. Definitions.**

1.1 **Community Planning Guide Definitions.** Capitalized terms not defined in this Agreement have the meanings given to them in the Rick Hansen Foundation, 25th Anniversary Relay - Community Planning Guide (the "CPG").

1.2 **Additional Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:

1.2.1 "**Community Jurisdiction**" means the organization constituted as the local governing authority for the Community, including City, Municipality, Town, Village, District, Organized District, Unorganized District, Resort Municipality or such other designation or title as may be applicable.

1.2.2 "**Confidential Information**" means all information and data disclosed by RHF to the Community (including this Agreement and the CPG) but excluding information published or otherwise available to the general public otherwise than through a breach of this Agreement.

2. Roles of the Parties.

2.1 **RHF's Role.** RHF's rights and responsibilities in relation to the Relay are as set out in the CPG (the "RHF Responsibilities"). Without limiting or expanding the foregoing, RHF has the overall responsibility for organizing the Relay, and will contribute materials and provide guidance to the Community relating to all activities and aspects of the Relay within the Community Jurisdiction.

2.2 **Community's Role.** The Community's and the Community Planning Team's rights and obligations in relation to all aspects of the Relay within the Community Jurisdiction are set out in the CPG (the "Community Responsibilities"). Without limiting or expanding the foregoing, the Community agrees to provide planning, advisory and operational support services, without any charge to RHF, to ensure the successful staging of the Relay within the Community Jurisdiction.

2.3 **Community Planning Guide.** The Community acknowledges receipt of the CPG. Notwithstanding Section 7.5 below, the Community agrees that RHF in its sole discretion may provide the Community with an updated and/or amended version the CPG from time-to-time (for example, where additional information becomes available or if the Relay requirements evolve or change), whereupon the Community will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

2.4 **Cooperation and Consultation.** The parties hereby acknowledge that the successful staging of the Relay within the Community Jurisdiction shall require cooperation and consultation between them at all times and that each of them shall make reasonable efforts to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by them any changes in plans. However, the Community agrees that because RHF has the overall responsibility for staging the Relay within the Community Jurisdiction, final event plans are subject to the review and approval of RHF and RHF is ultimately responsible for making final decisions in relation thereto.

2.5 **Special Requests.** The Community acknowledges and agrees that RHF may from time to time request the Community to carry out obligations or provide services which go beyond, or deviate from, the Community obligations and services set out in the CPG. Such a request could result from a variety of circumstances, including circumstances which are unique to the Community and which are not reflected in the CPG, or circumstances which arise at a time when it is not practical (due to the exigencies of RHF's obligations related to the Relay) for RHF to provide the Community with an updated and/or amended version the CPG in accordance with Section 2.3. In the event that RHF makes any such requests, the Community will use reasonable commercial efforts to carry out the obligation or provide the services that form the subject of the request(s).

2.6 **Route Marking.** The community agrees that RHF will be permitted to place route markers, containing pertinent Medal Bearer information, on utility poles and footpaths up to three days prior to the arrival of the Relay in the Community Jurisdiction.

3. Community's Use of Emblem, Logo, and Images

3.1 **License.** RHF hereby grants to the Community a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, limited and restrictive license to use, for non-commercial purposes:

3.1.1 the Rick Hansen 25th Anniversary Relay Emblem and the Composite Logo as depicted at the foot of this Agreement (collectively, the "Logos"); and

3.1.2 the archival images -photographs and video - on found on the rickhansen.com website in the media room/photography and video sections (the "Images");

for use in association with the fulfillment of the Community Responsibilities (the "Purpose"), subject to the terms and conditions described in this Agreement and the CPG (the "License").

3.2 All rights, opportunities and approvals not expressly granted to the Community by this Agreement and/or the CPG are reserved by RHF. The License will be in effect for a limited term commencing on the date of this Agreement and terminating upon May 31, 2012, unless RHF (in its absolute discretion) delivers a notice to the Community terminating the License earlier. The Community will use the Logos and Images:

3.2.1 only while the License is in effect;

3.2.2 in their original form and without any additions, deletions or other modifications thereto;

3.2.3 in such a manner so as to ensure that no association whatsoever (whether commercial or otherwise), other than as strictly contemplated by the Purpose, is created between the Logos and Images and entity other than the Community.

4. Insurance and Indemnity.

4.1 **Insurance.** During the term of this Agreement and for a minimum of six (6) months thereafter, the Community shall provide, maintain and pay for the following insurance coverage:

4.1.1 General liability insurance providing third party bodily injury and property damage coverage in an amount of not less than \$2,000,000 per occurrence, including the requirement that RHF and its directors, officers, employees and volunteers, be named as additional insured parties, containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured, and containing contractual liability coverage;

4.1.2 vehicle liability insurance with respect to all owned and non-owned licensed vehicles used, directly or indirectly, by the Community in the performance of its obligations hereunder, covering liability for damages arising from bodily injury and death and from claims for property damage arising out of their use by the Community in the performance of its obligations hereunder. Such insurance shall be for an adequate amount acceptable to RHF and shall in any event be not less than \$2,000,000 inclusive of any one accident; and

4.1.3 workers' compensation coverage for its employees.

4.2 **Proof of Insurance.** The Community must provide written proof of the insurance coverage specified in Section 4.1 upon the written request of RHF.

4.3 **Notice of Cancellation.** The Community will ensure that all the insurance policies specified in Section 4.1 may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to RHF.

4.4 **Qualified Insurers.** All insurance specified in Section 4.1 shall be with insurers registered in and licensed to underwrite such insurance in the Province of the Community Jurisdiction.

4.5 **Notification of Claim.** The Community agrees to notify RHF within seven (7) business days of any claim made under any insurance coverage specified in Section 4.1 which relates directly or indirectly to RHF.

4.6 **Indemnity.** The Community shall indemnify, defend and hold harmless the RHF Associated Parties from and against any and all actions and claims of whatsoever nature or kind, as well as from and against any and all damages, liabilities and losses resulting there from, that may be brought or made by whomsoever, or suffered, directly or indirectly, by reason of or in any way arising out of or in connection with:

4.6.1 any negligent act or omission or willful misconduct by the Community or any of its representatives in connection with the performance of the Community Responsibilities;

4.6.2 any breach by the Community of any provision of this Agreement; and

4.6.3 any alleged violation of any applicable laws by the Community or any of its representatives in connection with the performance of the Community's obligations under this Agreement.

5. Term and Termination.

5.1 **Term.** The term of this Agreement shall commence upon signing and end upon the full performance by the parties of all their respective obligations hereunder following conclusion of all Relay activities within the Community Jurisdiction, subject to any early termination permitted hereby.

5.2 **Termination for Cause.** In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement for cause immediately upon written notice to such breaching party, without further liability to the non-breaching party under this Agreement.

5.3 **Termination by RHF for Convenience.** Due to the exigencies of RHF's obligations related to the Relay, RHF may terminate this Agreement for any reason (and without giving any reason) on giving fifteen (15) days' written notice of termination to the Community, without any liability to RHF under this Agreement.

5.4 **Termination for Force Majeure.** In the event of a force majeure event which renders the staging of the End of Day Celebration impossible, either party may terminate this Agreement upon written notice to the other party, without any liability to either party under this Agreement.

6. Rick Hansen Foundation, 25th Anniversary Conditions.

6.1 **No Liability of Unrelated Parties.** The Community acknowledges that none of the RHF sponsors or partners, nor any department, agency, director, officer, member, minister, councilperson, servant, employee, agent or volunteer of any of the foregoing entities (each, an "Unrelated Party"), shall incur any financial responsibility or liability by virtue of or arising from the Unrelated Party's relationship to RHF.

6.2 **Restricted Publicity and Marketing Rights.** Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 3) or in the CPG, the Community shall not publicly disclose its relationship with RHF for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever, without the express prior written consent of RHF, which consent may be arbitrarily withheld.

7. General

7.1 **Confidentiality.** The Community agrees to keep confidential all Confidential Information provided hereunder and will not disclose any such information to any person not expressly authorized to review it without the prior consent of RHF, except as required to be disclosed pursuant to the

order of a court of competent jurisdiction or government authority with jurisdiction over the Community's performance of its obligations hereunder.

7.2 **Further Assurances.** Each of RHF and the Community will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.3 **Time of the Essence.** Time is of the essence of this Agreement.

7.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

7.5 **Amendments and Waivers.** Subject to Section 2.3, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto, and in any event any such amendment shall be subject to Section 7.5. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.6 **Notices.** Any demand, notice, invoice or other communication to be given in connection with this Agreement, must be given in writing and will be given by personal delivery, by registered mail or by electronic mail (e-mail) addressed, in the case of RHF, to the RHF Contact, and in the case of the Community, to the Community Contact, or to such other street address, individual or electronic mail (e-mail) address as may be designated by notice given by either party to the other.

7.7 **Community Authorized Representative.** The Community hereby designates the Community Contact as its authorized representative for all purposes related to this Agreement. The Community will ensure that such Community Contact transacts with or otherwise deals with RHF at all times in relation to this Agreement. The Community may change the identity of such Community Contact by notice to RHF given in accordance with Section 7.6.

7.8 **Governing Law and Attornment.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.9 **Severability.** If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

7.10 **Assignment.** The Community must not assign its rights and/or obligations under this Agreement without RHF's prior express written consent, which consent may be granted or withheld in RHF's sole discretion.

7.11 **Binding Effect.** This Agreement shall be binding on the Community's successors and permitted assigns and shall endure to the benefit of any successors and assigns of RHF.

7.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

7.13 **Languagé.** With the concurrence of both parties, this Agreement has been drafted in English only. Les parties ont convenu que le présente convention sera rédigée en anglais seulement.

5(q)

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

2011 05 30

Mayor Debbie Amaroso
 And Members of City Council

**RE: SSM PROFESSIONAL FIREFIGHTERS' ASSOCIATION
 COLLECTIVE BARGAINING - MEMORANDUM OF SETTLEMENT
 Feb. 1, 2011 to Jan. 31, 2014**

I am pleased to provide to City Council, the above noted Memorandum of Settlement for the renewal of the SSM Professional Firefighters' Association collective agreement of a three (3) year term, ending January 31, 2014.

The highlights of the settlement are as follows:

- Wage increases of 2.5%, effective, February 1, 2011 and a further 2.0% per year for 2012 and 2013. In accordance with past arbitration awards, these wages are subject to further adjustment to a differential of \$100 less than the SSM Police First Class Constable wages.
- Statutory Holiday scheduling efficiencies resulting in substantial savings to the Department, part of which was used to gain benefit enhancements
- Implementation of benefit cost containment - Over the Counter Medications
- Avoided discussion on 24 hour shifts.

Council is asked to approve the bylaw which appears elsewhere on the Agenda, which gives affect to this Memorandum of Settlement.

Yours truly,

Peter Niro
 Manager of Human Resources

PN:bb

c.c. J. Fratesi
 M. Provenzano
 J. Luszka

RECORDED FOR APPROVAL

 Joseph M. Fratesi
 Chief Administrative Officer

Fire Chief Marcel Provenzano

Division Heads:

Paul Milosevich - Prevention
Frank Brescacin - Suppression
Robert Rushworth - EMS
Jim St. Jules - Support Services



Emergency Direct "911"

Emergency Phone (705) 949-3333

Business Phone (705) 949-3335

Fire Prevention Phone (705) 949-3377

Emergency Medical Services (705) 949-3387

Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

May 30, 2011

Mayor Debbie Amaro and
Members of Council

Re: Roof Replacement at the Regional Emergency Services Complex (RESC)

The purpose of this report is to make recommendations to Council with respect to the roof replacement at the Regional Emergency Services Complex. This item was recently approved as a "Capital from Current" expenditure for 2011.

The roof at the RESC has had serious issues related to leakage over the last couple of years and although patching has temporarily resolved some problems, the roof as a whole is at the end of its serviceable life. A report completed in 2009 by Garland Canada Inc. indicated that immediate action be taken to replace the existing roof in order to prevent further structural and insulation damage. In addition, Fire Services also followed up with a second report from Caughill Consulting and the subsequent report dated March 7, 2011 also came with a recommendation to replace immediately, as the condition of the roofing system was identified as "poor/failed".

Mr. Caughill also provided estimated replacement costs for Building A (RESC main building) as follows;

24,790 square feet (SF) @ \$18.00 per SF + 5% contingency = \$468,531 plus HST (\$60,909) = \$529,440. He further indicated that his professional fees for design, drawings, tender process, field review and contract administration would be an extra \$27,000 plus HST (\$3,510) for a total of \$30,510. The complete cost for consulting, materials and labour would be \$559,950.

The representative from Garland Canada Inc. has now updated his original 2009 report which would administer the project through each of the various phases including, schematic design and development phase, construction documents, bidding and negotiating phase to construction contract administration and inspection phases for a flat fee of \$9,500 plus HST (\$1,235) for a total of \$10,735.00. His estimate for materials and labour are \$428,636 plus HST (\$55,722) for a total of \$484,358. The complete cost for labour, materials and consulting would be \$493,858.

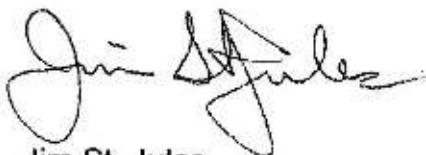
Ralph Robertson, Manager of Purchasing indicated that the City has used consultants in the past to oversee large projects similar to this and also advised that we pursue this option, subject to Council's approval.

Both estimates provide for roof structure systems which are identical in design utilizing a multi ply modified bitumen membrane design. The Garland Canada Inc. warranty is set at 20 years including free labour and materials, non-prorated with no charge for annual follow-up inspections. The Caughill Consulting report only indicated a 10 year warranty should be applied as a minimum timeline.

Recommendation:

As a result of the preceding data, I am respectfully recommending the roof project and consulting contract be awarded to Garland Canada Inc. given the savings of \$66,092. compared to the Caughill Consulting estimate.

Sincerely,



Jim St. Jules
Assistant Fire Chief – Support Services

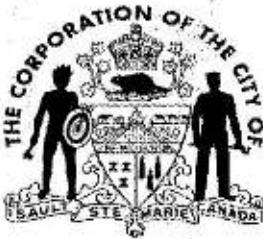
Recommended for Approval


Marcel Provenzano, Fire Chief
Sault Ste. Marie Fire Services
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Fire Chief Marcel Provenzano

Division Heads:

Suppression – Frank Brescacin
EMS – Robert Rushworth
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



Emergency Direct "911"

Emergency Phone (705) 949-3333

Business Phone (705) 949-3335

Fire Prevention Phone (705) 949-3377

Emergency Medical Services (705) 949-3387

Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

May 30, 2011

Mayor Debbie Amaroso and
Members of City Council

Re: Exhaust Extraction System - #2 and #3 Fire Stations

The diesel exhaust extraction systems for #2 & # 3 fire stations have been identified in the Corporate Strategic Plan for the past few years as a proactive approach to workplace health & safety. This project was approved as one of the supplementary line items in this year's budget.

The Nederman Canada Inc. system quoted on and budgeted for, is the "same system" we presently use at #1 station and the Fire/EMS station (RESC) for use with our fire trucks and ambulances. The system uses a magnetic hose & rail configuration designed to capture exhaust from the tail pipes as soon as the doors are opened and the trucks started. All trucks are fitted with anchor plates to accommodate the mounting of the exhaust hose when leaving or entering stations.

The advantages of keeping a similar system for these new installations are as follows:

- Known reliability of Nederman product we are currently using – It should be noted that Garden River EMS used a different manufacturer and in a few short months have already experienced many problems with hoses and special connections were required for both trucks that operate out of the Garden River Base.
- This manufacturer is presently the only one using the magnetic/rail/hose product technology (others would not meet specifications if tendered).
- The operations and use by personnel are simplified so no additional training or exhaust pipe connections would need to be added to our apparatus.
- This system is automatic and programmable to run as energy efficient as desired to remove exhaust fumes when trucks are started.
- Maintaining established existing contacts for product support. Also, parts when required would be interchangeable for all stations therefore reducing overhead costs.

- Local contractor (Henderson Metal) is working with Nederman Canada Inc. to install the system and provide ongoing warranty and service (if required)

This report was discussed with, and approved by Ralph Robertson Manager of Purchasing, and we believe it would be prudent to continue with the same manufacturer. Therefore, for the reasons listed I am recommending that the attached quotations from Nederman Canada Inc. at a cost of \$59,118.00 including installation, plus taxes & shipping be approved as a single source item so that the project can move forward in accordance with the City's Strategic Plan and approved supplementary budget.

Respectfully submitted,



Jim St. Jules
Assistant Fire Chief – Support Services
Sault Ste. Marie Fire Services

Recommended for approval



Marcel Provenzano
Fire Chief
Sault Ste. Marie Fire Services

Attachments (2)

c.c. R. Robertson, Manager of Purchasing

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Nederman

QUOTATION

Sold To: Sault Ste. Marie
Contact: Jim St. Jules
Address: 72 Tancred Street

City: Sault Ste. Marie
Province: ON
Postal Code:
Email: j.st.jules@cityssm.on.ca
Phone: (705) 949-4459
Fax:

Date	Quote #	
04/25/11	DQHFQ1088	
Sales Rep	Terms	Ship Via
Gerry Tracey	Net 30 Days	Collect

Industry Code- Mandatory

Reference Fire Hall #2

Qty	Nederman Part #	Description	Unit Price	Ext. Price
2	20804464	Nederman MAGNATRACK® HS 11.8m horizontal unit. Includes guide track, mounting brackets for every 2.4 m, shock absorber, horizontal hose 160 mm diameter and transformer.		
2	20801764	Nederman MAGNATRACK® HS. Extraction unit for low level (LL) exhaust pipes. Includes vertical hose 160 mm diameter, length 3 m, trolley, balancer, electro-magnet assembly, anchor plate and disconnection box		
2	20802264	Nederman Magna HB Nozzle for low level (LL) exhaust pipes. 160 mm diameter, 600 mm long		
1	14511723	Nederman Series N40 Fan, 3 hp, (2.2kW), 575/3/60 volt		
1	86900108	Variable Frequency Drive for 575/3/60 volt, 3 hp motor. Rated 3 amp. Supplied with safety disconnect		
1	20802669	Radio receiver for automatic start/stop of the fan. Includes antenna. Control box not included		
2	20801369	Radio transmitter for vehicle. Allows automatic start/stop of the fan. Control box not included.		
1		Mechanical & Electrical installation including ductwork, installation and mounting of fan, electrical connection based on 3 phase power within 10' of Variable Frequency drive location. 115V service within 10' of first Magna Track (for step down transformers) start up and commissioning of system. Any roof openings, wall louvers (if required), any permits or inspection fees as may be required by any Federal, Provincial or Municipal authority will be the responsibility of the customer.		

F.O.B. our warehouse, Mississauga, ON, taxes extra
Quotation is valid for 60 days
Net 30 days

SubTotal	\$29,559.00
Total	\$29,559.00

Nederman products are covered by a three (3) year manufacturer limited warranty

All product, installation and service orders submitted to and accepted by Nederman Canada are subject to a 25% restocking fee if cancelled by the issuing company or one of its authorized partners.

Nederman

QUOTATION

Sold To: Sault Ste. Marie
Contact: Jim St. Jules
Address: 72 Tancred Street

City: Sault Ste. Marie
Province: ON
Postal Code:
Email: j.st.jules@cityssm.on.ca
Phone: (705) 949-4459
Fax:

Date	Quote #	
04/25/11	DQHFQ1089	
Sales Rep	Terms	Ship Via
Gerry Tracey	Net 30 Days	Collect
Industry Code- Mandatory		

Reference Fire Hall 3.

Qty	Nederman Part #	Description	Unit Price	Ext. Price
2	20804464	Nederman MAGNATRACK® HS 11.6m horizontal unit. Includes guide track, mounting brackets for every 2.4 m, shock absorber, horizontal hose 160 mm diameter and transformer.		
2	20801764	Nederman MAGNATRACK® HS. Extraction unit for low level (LL) exhaust pipes. Includes vertical hose 160 mm diameter, length 3 m, trolley, balancer, electro-magnet assembly, anchor plate and disconnection box		
2	20802264	Nederman Magna HB Nozzle for low level (LL) exhaust pipes. 160 mm diameter, 600 mm long		
1	14511723	Nederman Series N40 Fan, 3 hp, (2.2kW), 575/3/60 volt		
1	14510226	Support bracket for fan N40		
1	86900108	Variable Frequency Drive for 575/3/60 volt, 3 hp motor. Rated 3 amp. Supplied with safety disconnect		
1	20802669	Radio receiver for automatic start/stop of the fan. Includes antenna. Control box not included		
2	20801369	Radio transmitter for vehicle. Allows automatic start/stop of the fan. Control box not included.		
1		Mechanical & Electrical installation including ductwork, installation and mounting of fan, electrical connection based on 3 phase power within 10' of Variable Frequency drive location, 115V service within 10' of first Magna Track (for step down transformers) start up and commissioning of system. Any roof openings, wall louvers (if required), any permits or inspection fees as may be required by any Federal, Provincial or Municipal authority will be the responsibility of the customer.		

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Nederman products are covered by a three (3) year manufacturer limited warranty

All product, installation and service orders submitted to and accepted by Nederman Canada are subject to a 25% restocking fee if cancelled by the issuing company or one of its authorized partners.

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

2011 05 30

Mayor Debbie Amaroso and
Members of City Council

Re: Limited Signing Authority for saveONenergy Funding Applications

Ontario Power Authority incentive programs are currently being made available through PUC Distribution. It is our understanding that the "saveONenergy" program will offer funding until 2014, for energy efficiency projects, including retrofits and facility audits. The Municipal Environmental Initiatives (Green) Committee has identified several projects in the 2011 budget that may qualify for these incentives.

Each year, the Green Committee budgets for the completion of an energy audit for one municipal facility. The energy audit highlights building characteristics and opportunities for energy savings improvements. In 2011, an energy audit is planned for two facilities within the Fire Services Department.

Two lighting retrofits have also been identified by the Green Committee for completion in 2011. Leveraging funds is critical to the completion of the lighting retrofit at the Public Works and Transportation Department, as per the resolution carried at the 2010 08 23 regular Council meeting:

Resolved that the report of the Environmental Initiatives Coordinator dated 2010 08 23 concerning lighting retrofit be accepted and that \$60,000 be allocated from the Green Committee reserve fund to be used to leverage additional money from external sources to complete the most comprehensive lighting retrofit possible at the Public Works and Transportation site.

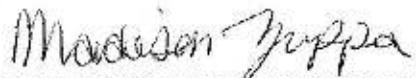
The Green Committee has also budgeted for a lighting retrofit at several facilities within the Fire Services Department. Incentives for the projects identified range from \$900 to \$15,000. Leveraging funds from the saveONenergy project will allow the City to reduce implementation costs and further the mandate of the Green Committee.

It is anticipated that several other municipal projects between now and 2014 will qualify for the incentives. Due to the online requirements of the application and the City's request for project pre-approval, limited signing authority will create efficiencies in the process.

Recommendation

The Engineering and Planning Department recommends that a limited signing authority appointment be granted to the Environmental Initiatives Coordinator for a period not to exceed December 31, 2014 for the purposes of applying for funding through the Ontario Power Authority saveONenergy program, as delivered through PUC Distribution.

Respectfully submitted,

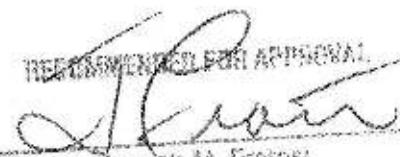


Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for Approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(u)

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

2011 05 30

Our File: Contract 2011-6E

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

**RE: CONTRACT 2011-6E
McGREGOR AVENUE AND LAKE STREET SEWAGE SMALL PUMPING STATIONS UPGRADES
TENDER AWARD**

Tenders received for Contract 2011-6E were opened at a public meeting Thursday, May 19, 2011 in the Steelton Room of the Civic Centre. Present at the opening was Councillor Mick as well as City staff and contractor representatives.

A total of two (2) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$564,299.99** (including HST) was received from Avery Construction Limited. This is below the consultant's pre-tender estimate of \$589,832. Accordingly, we recommend Contract 2011-6E be awarded to Avery Construction Limited.

By-law 2011-104 authorizing execution of the Contract and By-law 2011-103 authorizing the road closure of McGregor Avenue south of Queen Street to from July 4, 2011 until October 31, 2011, have been placed on the Agenda for your consideration. It should be noted the road closure shall only be intermittent with emergency access provided at all times.

Respectfully submitted,

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

SHB/bb
attachment

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL
Joseph M. Fratto
Chief Administrative Officer



AECOM

523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

May 24, 2011

Mrs. S. Hamilton-Beach, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mrs. Hamilton-Beach:

Project No: 60117632 (60436)

Regarding: McGregor Avenue and Lake Street Sewage Pumping Stations Upgrades
Contract No. 2011-6E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, May 19, 2011 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2011-6E – McGregor Avenue and Lake Street Sewage Pumping Stations Upgrades consists of the replacement of the existing sewage pumping stations with pre-packaged 1.5m dia. FRP lift stations complete with pumps, controls etc. along with upgrades to existing sewers, forcemains and miscellaneous works.

The tender advertisement was published in the Sault Star on Saturday, April 30, 2011 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie, Sudbury and Toronto Construction Associations and the Consultant's office.

A total of six (6) Contractors and Suppliers picked up tender documents during the tender period following submission of the \$50.00 refundable deposit. Plan takers consisted of three (3) general contractors and three (3) subcontractors.

During the tender period, there were a few questions from plan takers relating to the scope of work. Two (2) addenda were issued by the Consultant to incorporate some final design related changes and confirm union affiliation requirements for the contract.

2.0 Summary of Tenders

Two (2) Contractors submitted sealed tenders for Contract No. 2011-6E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, May 19, 2011. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Mick in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$25,000 tender deposit and agreement to bond.

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

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

1.	Avery Construction Limited	-	\$564,299.99
2.	R.M. Belanger Limited	-	\$676,680.73

It should be noted that the Total Tender Value for each includes a contingency allowance of \$30,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$589,832 which was compiled based on an estimate of the equipment, labour and materials to undertake the work along with unit prices from previous City contracts. A general Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. Both tenders were properly signed and executed.
2. The tenders were checked for mathematical errors. The tender from R.M. Belanger contained a discrepancy between the individual price for item B.2 and the total amount for Part B. In accordance with the input received from the City solicitor, the discrepancy was reviewed with R.M. Belanger who clarified that the total tender price shown for Part B was correct and the individual item price for item B.2 should have read \$163,500.
3. The Instructions to Tenderers indicated that all tenders were to include a \$25,000 tender deposit in the form of a certified cheque. Both tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. Both tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tender also included Statement 'E' for alternative prices. Neither tenderer provided alternative pricing for consideration.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. The tenders were to provide a completed Statement of Canadian Content. Both tenderers submitted the required form.
8. All tenderers were required to acknowledge any Addenda received during the tender period. Both tenderers confirmed receipt of Addendum No.'s 1 and 2.

4.0 Tender Estimate

The low tender amount of \$564,299.99 (incl. HST) is lower than the Engineer's tender estimate by \$25,532 (incl. HST) or approx. 4.5%. In review of the breakdown of the pricing, the lower amount relates to miscellaneous waterworks portion of the works which was lower than expected.

The low total tender value includes an amount of \$27,120.45 (excl. HST) for replacement of the existing sanitary sewer between McGregor and McPhail along with an amount of \$17,226.32 (excl. HST) relating to upgrades to the existing waterworks infrastructure on McGregor Avenue which will be chargeable to PUC Services Inc.

5.0 Conclusions

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

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

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,

AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager
Encl.

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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2011 05 30

Mayor Debbie Amaroso and
Members of City Council

**Re: 2008 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 2008 Corporate Greenhouse Gas (GHG) Emissions Inventory (Appendix A), and an update of Green Committee activities for the 2010 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 2008. Data is organized into the following categories: buildings, vehicle fleet and equipment, outdoor lighting, wastewater, and corporate refuse, and resulted in costs of \$7,817,581 and 18,462 tonnes of equivalent carbon dioxide (eCO₂) in comparison to \$6,832,991 and 18,243 tonnes in 2007. To better understand the volume of GHGs, one tonne can be represented by an average two storey home.

The Inventory also provides a detailed description of the green initiatives completed in 2010. 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.

Examining and analyzing energy consumption and costs, as well as the aging infrastructure of municipal facilities, will assist in the development of an Energy Management Plan. The release of the Green Energy and Green Economy Act regulations related to municipal conservation and demand management are anticipated in 2011.

In 2011, the Green Committee is placing greater emphasis on project prioritization and are working with individual Departments and Divisions to include energy efficiency initiatives in their budget considerations.

This report is for Council's information.

Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for Approval,

J.D.
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Appendix A – 2008 Corporate GHG Emissions Inventory Executive Summary

The Corporation of the City of Sault Ste. Marie was founded in 1912. For over 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 responding through the measurement and monitoring of consumption data. This report highlights some of the key findings from a review of: the energy consumption of municipal buildings, outdoor lighting and wastewater treatment; fuel consumed by the municipal fleet and equipment; and refuse produced in municipal facilities.

Utility and fuel data was collected for 2008, from the City's Accounting Department. This data was then entered into a spreadsheet provided by the Federation of Canadian Municipalities (FCM) in order to determine the greenhouse gas emissions from municipal operations. In 2008, the Corporation of the City of Sault Ste. Marie produced 18,462 tonnes of eCO₂ with a total cost of \$7,817,581 through municipal operations. The summary table below highlights the costs, total eCO₂ (t) and % eCO₂ for each operational area.

Energy Type	Costs (\$)	Total eCO ₂ (t)	% eCO ₂
Buildings	2,432,060	6,499	35
Vehicle Fleet and Equipment	3,234,486	7,598	42
Outdoor Lighting	996,650	1,507	8
Wastewater	1,149,137	2,791	15
Corporate Refuse	5,247	67	0
Total	7,817,581	18,462	100

In comparing these results with those from revised 2007 numbers, a couple of significant changes were realized. Costs increased in every sector, but fuel costs experienced the highest increase of approximately 22 percent. Cost for energy and fuel will vary from year to year. Given this variability it is most important to examine consumption data and distribution of greenhouse gas.

Greenhouse gas emissions associated with electricity were lower than the previous year. Electricity emissions are based on the way energy is generated (e.g. coal, hydro, nuclear, etc.) within each Province and Territory, and in 2008 Ontario utilized less coal, and more nuclear and renewable sources of energy generation. Electricity generation and emission details for 2008 are preliminary and may result in changes to the report in the future. Current distribution of eCO₂ is in line with the previous year and no changes over 3% were seen. This reconfirms the baseline information obtained in the 2007 report. Monitoring and tracking the City's consumption, costs and eCO₂ is ongoing with 2009 data currently being collected.

Appendix B – Municipal Environmental Initiatives Committee 2010 Update

The Municipal Environmental Initiatives Committee is actively seeking opportunities to reduce emissions and achieve cost savings. Corporate initiatives for 2010 are summarized below.

Alternative Vehicles

In January 2010, the City purchased a GMC Sierra 1500 Hybrid to replace the Shift Foreman's truck at Public Works. In one year the vehicle has travelled 73,941 km (1,436 hours) with an average fuel economy of 13 L/100kms and utilized a total of 9,639 litres of fuel. The hybrid was chosen for this application given the high usage.

The City's Toyota Prius has maintained a fuel economy of 5.9 L/100kms travelling a total of 48,816 kms. Based on this fuel economy 2,880 litres of fuel has been consumed. The Prius continues to act as a reminder in the community of the City's leadership and commitment to reducing the corporate carbon footprint.

Rebates & Incentives

In order to achieve additional savings (up to \$2,000), the City of Sault Ste. Marie submitted an application for the Retail Sales Tax (RST) Rebate - Vehicles Powered by Alternative Fuels through the Ontario Ministry of Revenue. The City was successful in obtaining a \$2,000 rebate, with the funds going against the initial cost of GMC Sierra 1500 Hybrid.

The Ermatinger Clergue National Historic Site, Bondar Tent Pavilion, and the John Rhodes Community Centre all received Energy Star rated commercial programmable thermostats through Union Gas' EnerSmart Program. These thermostats were added to improve the control of heating and cooling in the buildings in an effort to reduce energy consumption.

The East End and West End Wastewater Treatment Plants, Bondar Marina, Transit Terminal and Administration office, and the Public Works, Landfill and Cemetery Administration offices, requested free showerheads and aerators for kitchen and bathroom application through Union Gas EnerSmart Program.

Union Gas also provided the City with \$7,900 through the EnerSmart Program for the completion of an energy audit at the Public Works and Transportation Department. This program covers 50% of the costs up to \$10,000. The Green Committee anticipates a submission to this fund for the completion of the John Rhodes Community Centre energy audit.

The Environmental Initiatives Coordinator assisted Transit Services and Sault Ste. Marie Social Housing in the completion of an Electricity Retrofit Incentive Program application form. Transit Services received \$767 and Sault Ste. Marie Social Housing received \$8,596 for lighting upgrades in their respective facilities. Additional applications are anticipated in 2011 for the following buildings: Public Works Administration office; Police Services Administration office; and all three Fire Halls.

Idle Free Sault Ste. Marie

Transit Services has implemented new operational practices this past year. Operators are now shutting down the engines of the buses when arriving at the Terminal for transfers and layovers, before leaving the garage in the morning, and while waiting to be cleaned after hours with a goal of reducing diesel fuel consumption by 26,000 litres. An information board was also posted at the Transit Terminal in order to share information of the campaign with patrons. Employee awareness sessions were conducted with 50% of the operators in 2010, and the remaining operators to receive training in 2011. Stickers, hats and idle free zone galvanized signs have been utilized in this campaign.

Lighting Projects

Solar and LED lighting technologies have been utilized across the corporation in an effort to explore these technologies and as an alternative to traditional lighting that would require trenching and electrical sources. Bellevue Park and Roberta Bondar Marina each have a solar LED lighting fixture in an effort to improve safety to the area, LED lamps were installed in the Public Works and Transportation parking lot, and solar lights were installed the entrance signs at the City limits. Monitoring the effectiveness of these lighting options will be required to determine future uses.

Guest Speakers

The Green Committee has invited a number of guest speakers to educate the group on a variety of topics, including:

- Peter Gorrie, a free-lance journalist, visited on January 25, 2010 to discuss the latest information on the electric vehicle industry.
- Paul Gregory, Outreach Officer for the Green Municipal Fund, visited on March 22, 2010 to discuss funding opportunities offered through the Federation of Canadian Municipalities.
- Don McGorman, Clean North volunteer, visited on June 3, 2010 to explain the benefits of workplace composting, and explained what vermiculture is through a presentation and demonstration utilizing a real worm composting system.

Workshops, Conferences and Symposia

The Environmental Initiatives Coordinator attended and participated in the following workshops and conferences: NRCan Dollars to \$ense Workshop, Energy Matters Summit, and Green Fleet Expo. By attending these events, staff has learned what other communities are doing regarding energy management and conservation efforts, and can implement best practices locally. These events are also great opportunities to network with other municipal representatives and explore innovative technologies.

Super Sorter Three-In-One

Following the success of the 20 Super Sorter Three-In-One recycling bins, two additional units were purchased for the Public Library, Main Branch. This is a high traffic area with many patrons to the location. These bins will assist in educating the public about proper recycling, and allow less material to end up at the landfill. Digital signage has also been incorporated in the rotation of advertisements on the Essar Centre televisions located in front of the canteens.

Green Fleet Plan

A Green Fleet planning session was held in April, 2010. During this session, staff responsible for fleet management and operation gathered together to develop goals and appropriate short term and long term strategies to achieve set targets. The Green Fleet Plan will highlight current and future strategies to reduce GHGs produced by the vehicles and equipment, including the maintenance, purchase and optimization of fleet operations.

Sponsorship, Tradeshows and Presentations

The Green Committee has sponsored and participated in various corporate community events and projects, including: City Green Days (40 completed ecological footprint surveys); Green Expo (102 ballots); Tall Ships (218 ballots); Green and Healthy Living Expo (217 ballots); Walmart Personal Sustainability Day; a presentation at Zion Lutheran Church Green Committee; a presentation at Rotary Club luncheon; and a Civic Centre Yard Clean Up and Choir performance 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 the initiatives the Corporation of the City of Sault Ste. Marie is undertaking to green municipal operations.

Media and Press

Environmental Initiatives Coordinator composes a monthly article for the ecocountry.ca website. During the first few days of the website launch, there were approximately 13,000 page views. Promotion of the website is also being completed through radio advertisements on Q104 and EZRock, the host radio stations.

Green Committee content on the City of Sault Ste. Marie's website was updated to reflect recent activities and information. The City's website also hosted a short staff survey. Results of 193 completed surveys showed that 81% of staff have heard of the Green Committee; recycling (33%) is considered the most important project for municipal operations, followed by energy efficiency (22%) and energy conservation (21%); and 93% responded that they recycle, but only 31% reported carpooling/walking/riding their bicycles. An incentive was offered to staff for the completion of the survey. Of the 110 eligible entries, one staff member was the recipient of a locally assembled rain barrel.

Energy Audits

An energy audit was completed for the John Rhodes Community Centre in 2010, and is the third corporate building to be audited. The energy audit process is being utilized to prioritize retrofits for these facilities and apply for applicable funding opportunities. Additional audits are anticipated in 2011 for two facilities within the Fire Services Department.

Benchmarking

The City of Sault Ste. Marie participated in the AMO Municipal Energy Performance Benchmarking Project. The City of Sault Ste. Marie submitted 9 facility surveys one each for the Civic Centre, Essar Centre, John Rhodes Community Centre, Number 1 Fire Hall, Regional Emergency Services Complex, Public Works, Transit Garage, Sault Ste. Marie Public Library and Korah Branch Library. The City has received a two page report on each facility submitted, and will be able to compare them against similar facilities across the Province. Results were announced and forwarded to the appropriate building manager for their review.

Interval Meters

Interval meters that measure electricity consumption in one hour periods were installed in three buildings in 2010, the Civic Centre, Public Works Centre and John Rhodes Community Centre. This is in addition to the two pre-existing meters at the Essar Centre and East End Wastewater Treatment Plant. These meters can assist the City in identifying opportunities to reduce peak demand of these facilities, and shift processes to off peak time. This will be particularly useful when time-of-use billing is implemented by the PUC.

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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2011 05 30

Mayor Debbie Amaroso and
Members of City Council

Re: Solar Photovoltaic Rooftop Lease WECC – Proponent Selection

At the meeting of 2011 02 22, Council supported staff for the completion of a Request for Proposals to establish if there are private Proponents willing to enter into a contractual arrangement for the use of the proposed West End Community Centre (WECC) roof for the generation of solar power.

In accordance with the City's policy, a Request for Proposal was issued. Eight (8) proposals were received from the following Proponents:

- Algoma Energy Solutions/EFAN Green, Sault Ste. Marie, ON/Markham, ON
- ARISE Technologies Corporation, Waterloo, ON
- Essex Energy Corporation, Oldcastle, ON
- EverEnergy, Toronto, ON
- G3 Renewable Energy, Desbarats, ON
- PUC Services Inc., Sault Ste. Marie, ON
- Tioga Energy Inc., Toronto, ON
- Trec Solarshare/Heliene/AGT Solar, Toronto, ON

All proposals were reviewed and evaluated based on set criteria by a committee consisting of:

- Nick Apostle, Commissioner of Community Services Department;
- Jacob Bruzas, Financial Analyst, Finance & Administration Division;
- Tim Gowans, Senior Purchaser, Purchasing Division;
- Susan Hamilton Beach, Land Development and Environmental Engineer, Engineering & Construction Division; and
- Madison Zuppa, Environmental Initiatives Coordinator, Engineering & Construction Division.

It was the consensus of the committee to recommend the acceptance of the proposal as submitted by PUC Services Inc.

The lease agreement between the City and PUC Services Inc. would run for a period of twenty (20) years. Upon successful approvals from the Ontario Power Authority (OPA), the Proponent would receive a Feed-In-Tariff (FIT) contract with a set rate per kWh produced. The lease payment proposed will vary from a 20 year average of \$11,000 to \$17,000 per year depending on the option selection. The Finance Department will assist in determining the most suitable compensation arrangement based on the options offered. All regular PV system maintenance requirements will be the responsibility of PUC Services Inc. during the term of the lease.

It is difficult to determine what programs will be available after the twenty (20) year contract expires, but there are various options for liquidation, including the renegotiation of the lease, acquiring the system or removing the system. This item shall be negotiated in the agreement with the successful Proponent.

Consideration was given to a City-owned installation, but is not recommended. It is understood that a FIT rate price review will occur in October 2011, which creates urgency in submitting an application. Leasing the roof would allow an application to be made more quickly to the OPA, as the Proponents existing resources and expertise would be utilized. Leasing the roof will provide the least amount of risk and liability to the City and additional staff training and job responsibilities for system maintenance would be avoided. All capital investments related to the project would be the Proponents responsibility, and the City's investments can continue to be allocated to major infrastructure projects. If the City was to implement this Project on its own, consultation would be required for the design, application, and implementation of the project. Given these reasons, staff recommends that the City not own and operate the rooftop system, but rather lease the rooftop to PUC Services Inc.

Summary

- The OPA is currently accepting FIT applications for rooftop solar PV projects, but a rate review is anticipated in October 2011;
- It is the consensus of the Evaluation Committee to recommend the acceptance of the proposal as submitted by PUC Services Inc;
- The Commissioners of Engineering and Planning, Community Services and Finance support the recommendation submitted by the Evaluation Committee; and
- All staff involved support that any revenue resulting from the lease agreement be applied to the WECC operational expenses.

Recommendation

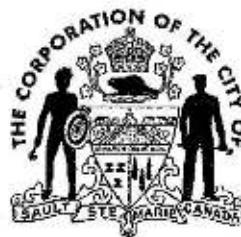
It is recommended that staff negotiate a legal agreement with PUC Services Inc. for a 20 year lease of the West End Community Centre roof for solar photovoltaic power based on the proposal as submitted and conditional upon acceptance of the project by the Ontario Power Authority for the Feed-In-Tariff program.

Respectfully submitted

Madison Zuppa
Environmental Initiatives Coordinator

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Russ Ramsay Way Flag Project

In 2009, City Council authorized the installation of the Canadian flag and the flags of the 25 founding nations of Sault Ste. Marie along Russ Ramsay Way at the entrance to Clergue Park. These founding nations are also recognized in the lobby of the Civic Centre and listed on page 3 of this report.

At a dedication ceremony on Sunday, October 18, 2009, this project was extremely well received and both City Council and staff have had many positive comments since. The project was headed by Councillor Steve Butland with assistance from a small steering committee representing various ethnic groups in the community. At the time, it was agreed that additional flags should be placed to recognize residents from other countries that now have a significant local presence. Funding for additional flags has been provided as part of the City's 2011 budget.

An ad hoc committee of Councillor Steve Butland, Randy Tallon, the Economic Development Corporation's Director of International Relations, Danny Krmpotich, the City's Local Immigration Program Coordinator, Duane Moleni, Program Coordinator for New to the Sault and Don McConnell, the City's Planning Director has been formed to oversee this project. The Committee considered information from New to the Sault and Statistics Canada when preparing this report.

The following six flags are recommended for installation this year:

- Argentina - This will recognize the significant presence of the Argentinean community in Sault Ste. Marie and the investment that has been made by Tenaris in Algoma Tubes.

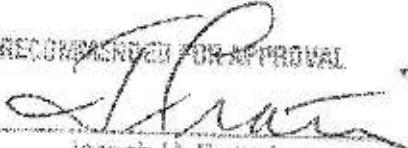
- China - This would recognize the long-standing and growing presence of the Chinese community in Sault Ste. Marie.
- France - When the original flags were installed in 2009, the local Francophone community expressed a preference that the City use the official Franco-Ontarian flag. This was done on the basis that the French flag would be installed at a later date.
- India - This will recognize the significant presence of the Indian community in Sault Ste. Marie and the investment that has been made by Essar Steel in Algoma Steel.
- South Korea - This would recognize the growing presence of the South Korean community in Sault Ste. Marie.
- Union Jack - Although flags representing England, Scotland and Wales were included with the original installation, staff has received several comments that the Union Jack should be added.

These six flags can be installed within the available budget.

Planning Director's Recommendation

That City Council authorize the installation of the national flags of Argentina, China, France, India, South Korea and the Union Jack along Russ Ramsay Way.

DBM/pms

RECOMMENDED FOR APPROVAL

Joseph M. Pratesi
Chief Administrative Officer

RUSS RAMSAY WAY FLAGS

1. Canada
2. Anishinabek
3. Metis Nation of Ontario
4. Austria
5. Belgium
6. Croatia
7. England
8. Estonia
9. Finland
10. Franco-Ontarian
11. Germany
12. Greece
13. Hungary
14. Ireland
15. Israel
16. Italy
17. Latvia
18. Lithuania
19. Luxembourg
20. The Netherlands
21. Poland
22. Portugal
23. Scotland
24. Ukraine
25. United States
26. Wales



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Comprehensive Official Plan Review Update

Provincial Policy requires the Municipality to conduct a comprehensive review of its Official Plan every five years.

The comprehensive review aims to update the Official Plan to better reflect current Provincial Policy and Legislation, development trends and best practices.

Adopted in 1996, Planning staff began the latest comprehensive review in 2008. The review has been conducted in three parts:

Part 1: Population and Housing Projections
September 2008

Part 2: Residential Land Inventory & Rural Area Policies Review
November 2009

Part 3: Comprehensive Policy Review and Update

The first two parts have been completed and were presented to City Council in September 2008 and November 2009 respectively. The third part which involves a line by line review of the existing plan has been completed by staff.

The Province is the final approval authority for updated Official Plans that have undergone a 'comprehensive review', which is a defined process under the Planning Act. For this reason, the proposed changes have been sent to the Province for a preliminary review, prior to holding a public open house or seeking Council approval. Getting early Provincial comments should ensure that the

5(y)

proposed changes presented for public review and eventually City Council approval will be acceptable to the Province.

The proposed changes were forwarded to the Province in April of this year and it is estimated that the preliminary review will be completed later this summer. Through the 'One Window Planning Service', the Ministry of Municipal Affairs and Housing coordinates the Provincial review and circulates to various 'partner ministries' for comments, including the Ministries of Natural Resources, Environment, Northern Development and Mines, Culture and Transportation.

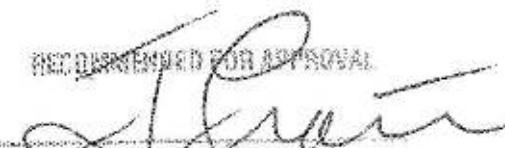
It is anticipated that a Public Open House will be held this fall.

After the Public Open House, staff will review public comments and incorporate appropriate changes for City Council and Provincial approval. Once Council approves the Draft Official Plan, it will be forwarded to the Province for final approval.

Planning Director's Recommendation

That City Council accept this report as information.

PT/pms

RECOMMENDED FOR APPROVAL

Jeffrey M. Fratesi
Chief Administrative Officer

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2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Hub Trail Signage

The 25 kilometer Hub Trail project is nearing completion. The largest outstanding item is a requirement to develop an overall signage strategy which would include the following five different sign types.

- Regulatory Signs – Safety signage for trail users in accordance with the recommendations of the Transportation Association of Canada such as steep hill, cyclists use roadway, cyclists dismount, etc.
- Distance Marker Signs - It is proposed that a marker be placed every half kilometer or wherever the trail changes direction to identify the trail and overall distance.
- Way Finding or Key Directional Signs - These signs provide information to trail users such as directions and distances to major attractions and points of interest.
- Trailhead Signs - Several large trailhead signs are proposed at major entrance points. These will provide maps and additional information on trail etiquette and City By-laws such as dogs on leash, walk on the right side, etc.
- Interpretive Signs - It is proposed that interpretive signs be placed at key locations to identify and explain areas of interest such as the Fort Creek Dam, the new educational wetland at Tarentorus Public School, etc.

MMM Group prepared the original Hub Trail Concept and Design Study and has been acting as a consultant to the City throughout construction.

We have received a proposal from MMM (attached) to develop the signage strategy at cost of \$19,000 plus an estimated 7 percent for disbursements for a total of \$20,330. This amount would include preparing the overall concept, logo, detailed designs and recommendations on sign location. The deliverable would be a package suitable for tendering.

Given the importance of good signage and that the trail is 25 kilometers in length; the proposed cost represents good value for the City. The cost to fabricate and install the signs is estimated to be \$55,000 to \$65,000.

Bill Freiburger has advised that there is approximately \$100,000 remaining in the Hub Trail Reserve Account which is separate from the annual \$100,000 budget allocation. It is recommended that these funds be used for this project.

As a dedication ceremony will be planned for later this summer, it is important to begin work on the signage program as quickly as possible.

Planning Directors Recommendation

That City Council authorize an agreement with MMM Group Limited to develop a detailed signage strategy for the Hub Trail at a cost not to exceed \$20,300 and the installation of appropriate signage at a cost not to exceed \$65,000.

DBM/pms

RECOMMENDED FOR APPROVAL

Michael J. Prates
Chief Administrative Officer



MMM Group Limited
1700 Cormier Street, Suite 900
Montreal, Quebec H3C 2L2
T 514.871.1201 F 514.871.1275
www.mmmgroup.ca

April 21, 2011

Attention: Mr. Don McConnell,

Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Mr. McConnell:

Re: Proposal – Hub Trail Signing

Thank you for the opportunity to continue MMM's work with you for The Hub Trail. This project includes the concept and detailed design of the trail signing program for the entire Hub Trail.

Key elements of this assignment are to:

- Develop an overall signage strategy/concept
- Prepare alternative designs for individual sign-type elements for review
- Development of detail designs for individual sign elements and a key plan so each sign can be located in the field

Scope of Work

Based on our current understanding of the assignment as summarized above, we have prepared the following work plan.

1.1 Phase 1: Concept

This phase involves the development and refinement of an overall signing strategy describing 5 different sign types (i.e. trailhead signs, key directional signs, interpretive signs, regulatory signs and distance marker signs). The signing strategy will be reviewed with city staff and STAC, and once the signing strategy has been refined at the conceptual level, it will become the basis for the detail design in Phase 2. MMM Group will take the lead role during Phase 1 and our team will:

- *Prepare logo graphic to represent renamed Hub Trail.* We will prepare two versions for the design of the graphic for the changed name of the Hub Trail. We will submit the two versions to STAC for review and refine the preferred sketch to become the logo graphic used on the identification signs.

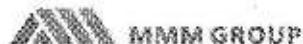


- *Develop of Design Concept for the Family of Signs.* Building on design elements already established for the Hub Trail, our team will prepare conceptual designs / images for each of the 5 types of signs that make up part of the sign family. We have assumed that the city or STAC will provide our team with digital versions of any logos, imagery etc. that can be used in the sign designs.
- *Prepare a Signing Key Plan.* Using a Hub Trail base plan and typical sign location criteria we will suggest preliminary locations for all signs. These will be coded with a legend on the Key Plan to indicate the sign by type (i.e. Type 1-5 as noted above). Regarding interpretive signs, we will provide the location for up to 10 of these signs on the key plan, and of these 10 locations we will develop the details for 1 of the locations (based on input from staff and STAC). The remaining 9 locations noted as future interpretive signs that the city can develop at a later date.
- *Forward for Review.* Sign design concepts and the draft Key Plan will be forwarded to you for preliminary review and sharing with STAC in advance of a Concept Design Meeting
- *Attend the Concept Design Meeting.* The city will make arrangements and host a meeting that we will attend to review and receive comments on the sign design concepts and sign locations. One of the outcomes of this meeting will be to comment on the sign design concept prepared for each sign type. At this meeting we will also discuss potential themes and sources of content for the interpretive signs, as well as have an initial discussion regarding the implementation of the signage plan (i.e. who will manufacture the various sign types and who will install them-city vs. outside contractor).
- *Field Review.* Following the meeting, on the same travel time schedule, we will verify and refine the suggested locations for each of the signs in the field and make adjustments on the Key Plan as required.
- *Refine the Concept.* The designs of individual sign types (1 design for each sign type) and their locations will be refined based on comments from the Concept Design Meeting and forwarded to you for "sign off" prior to proceeding with the detail design.

1.2 Phase 2 Detail Design

This phase involves the development of the detail designs for the interpretive and trailhead signs.

- *Prepare Design Details.* This includes the sign board supports, foundations, mounting and structures where applicable (i.e. in the case of trailhead sign) for each of the 5 sign types. In preparing our fee estimate we have assumed that we will prepare details for 2 interpretive signs, each with unique graphics/images and text, and that staff/STAC will assist in developing the text and providing images for each of these (i.e. archival photos, historical information etc.) Other than the interpretive signs, all other signs require only minor modifications when moving from one location to the next. For example, trail distance marker signs only need the distance number altered when moving from one location to the next.
- *Refine/confirm the Location of Each Sign.* On the key plan we will refine the location of each sign. We will use Google Streetscape to help clarify the locations. As an optional extra, this may require some additional field reconnaissance by our team.
- *90% Submission.* We will assemble a 90% complete drawing and specification package for the city to review. This will also include an updated opinion of probable cost



- *90% Review Meeting.* Meet with you via teleconference to review redline comments on the 90% set
- *Finalize Detail Design.* Our team will prepare final detail design drawings and specifications.
- *Final Design Review Meeting.* A final design review meeting with city staff. MMM would attend by teleconference.

1.3 Phase 3: Construction

Phase 3 includes tasks from construction start up to completion. We are anticipating at this point that construction will commence in July and will require approximately 6 weeks. Any requests for information, contract administration or attendance at meetings will be performed on the time plus disbursements basis.

Project Team

The following key staff have been assembled for the assignment. We consider the City and STAC an integral part of the team and will be seeking their input on an ongoing basis throughout the project.

Mark Inglis – will lead the project team and attend one meeting in SSM

Jay Cranstone – M.L.A., OALA (MMM). Design Lead, will take the lead in undertaking the concept and assist with detail design drawings for the site.

The team will be supported by our in-house technical staff for various aspects of the project.

Anticipated Schedule

At this time we are targeting the following key milestone dates:

- STAC meeting: Late May/early June, 2011.
- 90% Design Submission: Late June 2011
- Final Design Submission: Mid July 2011
- Construction Start up: Late July/early August 2011
- Construction Completion: September 2010



Consulting Fees

We estimate the level of effort and resources required to complete the work program noted above to cost \$19,000.00 excluding disbursements; HST is additional. We anticipate that disbursements will be about 7% of the fees.

In preparing this proposal the following assumptions have been made:

- Base plans and subsequent drawings will rely on base information we already have in house related to the Trail. In the event that additional survey information is needed an estimate will be prepared and forwarded to the City for authorization.
- 5 sign types noted earlier in this proposal and from these concepts STAC and staff will recommend revision to the concept for each sign type that will be developed as the final design.
- Staff and STAC will assist with the development of images and text/content for the interpretive signs, and we have made allowance for the location of 10 interpretive signs and detail for one interpretive sign on the Hub Trail.
- This price does not include allowance for geotechnical investigations. If it is determined that this is necessary, a local firm could be retained by the City to undertake this work.

Summary

We trust this proposal is consistent with the scope of work we discussed for this project. Thank you for the opportunity to submit this proposal and for your time in reviewing this submission. We are eager to work with you on this interesting assignment and are prepared to begin immediately upon your authorization. Should you have any questions or would like us to revise this proposal please do not hesitate to contact the undersigned at your earliest convenience.

Yours very truly,

MMM Group Limited

Mark Inglis, MBA, OALA
Partner

Cc: Jay Cranstone
Enclosure



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Destiny Sault Ste. Marie
2010 Progress Report

Destiny Sault Ste. Marie is a unique partnership. Its members represent economic development organizations, all three levels of government and the private sector in the community. Destiny Sault Ste. Marie is a collaborative effort of its partners and acts as their common voice.

The 2010 Progress Report (appended under separate cover) has been prepared to provide a summary of the background and recent activities of Destiny Sault Ste. Marie, present a brief overview of current local economic conditions with emphasis on the seven key strategic priorities, and to outline the Steering Committee's proposed 2011 work plan.

The purpose of the Destiny Sault Ste. Marie Steering Committee is to develop and implement the Destiny Sault Ste. Marie Strategic Plan by providing strategic direction, coordination, leadership and expertise to economic development efforts in Sault Ste. Marie.

The Steering Committee recently approved a new Terms of Reference which set out the following objectives:

- Act as a "common voice" of the Destiny partners on local economic development matters.
- Develop sector specific strategic plans in collaboration with sector partners.

- Review economic opportunities and priorities within the context of the Destiny strategies and provide the appropriate support to those initiatives that will contribute to the fulfillment of the strategies.
- Integrate Federal and Provincial Government economic development initiatives with local strategies and actions.
- Review and comment on funding applications as requested.
- Review and update the Destiny Sault Ste. Marie Strategic Plan on a bi-annual basis.
- Provide an annual report to City Council and partner Boards on the activities of the Destiny Steering Committee.

The Steering Committee does not duplicate the work of its individual partner members or undertake specific projects. Rather, it focuses on collaboration among partners and the identification and support of strategic issues.

Over the next six months, the Destiny Steering Committee will complete two significant reviews.

The first will be a comparison of the revised FedNor Funding programs with the Destiny Sault Ste. Marie strategic priorities to maximize integration and opportunities between Federal priorities and local initiatives.

The second will be a similar comparison Northern Ontario Heritage Fund and Northern Ontario Growth Plan priorities to maximize opportunities with Provincial initiatives.

Planning Director's Recommendation

That City Council accept the Destiny Sault Ste. Marie 2010 Progress Report as information.

DBM/pms

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



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Hub Trail Construction:
Fort Creek Conservation Area
Finn Hill Area

On June 6, 2009, Infrastructure Stimulus funding (ISF) was announced to facilitate the construction of two key sections of the Hub Trail. These include the sections through the Fort Creek Conservation Area and the extension of the trail system from Clergue Park to the former Hospital site. The total amount of funding for these two projects was \$5 million dollars (based on a 1/3, 1/3, 1/3 Federal, Provincial and Municipal cost sharing agreement).

At the Fort Creek section, based on requests from the public and discussions with the Sault Ste. Marie Region Conservation Authority, planning staff are recommending the construction of a picnic shelter to replace one that was dilapidated and removed by the Conservation Authority a number of years ago. Given the popularity of this area for both neighboring and community residents, the construction of a picnic shelter is well warranted.

In addition, it has been observed that this area has seen increased usage since the construction of the Hub Trail. As a result, there is increased demand for parking. Planning staff are also recommending an expansion to the existing parking area to accommodate an additional 14 parking stalls.

The cost of the above-mentioned improvements (see attached drawing) will total \$121,578.85 (before HST) and can be accommodated within the existing budget allotted for the two ISF projects. In addition, the Conservation Authority has agreed to contribute \$10,000 towards the new picnic shelter.

With respect to the Finn Hill area of the Hub Trail, planning staff are also recommending a number of drainage improvements be implemented to avoid potential trail degradation. In addition, a section of trail near Pawating Place

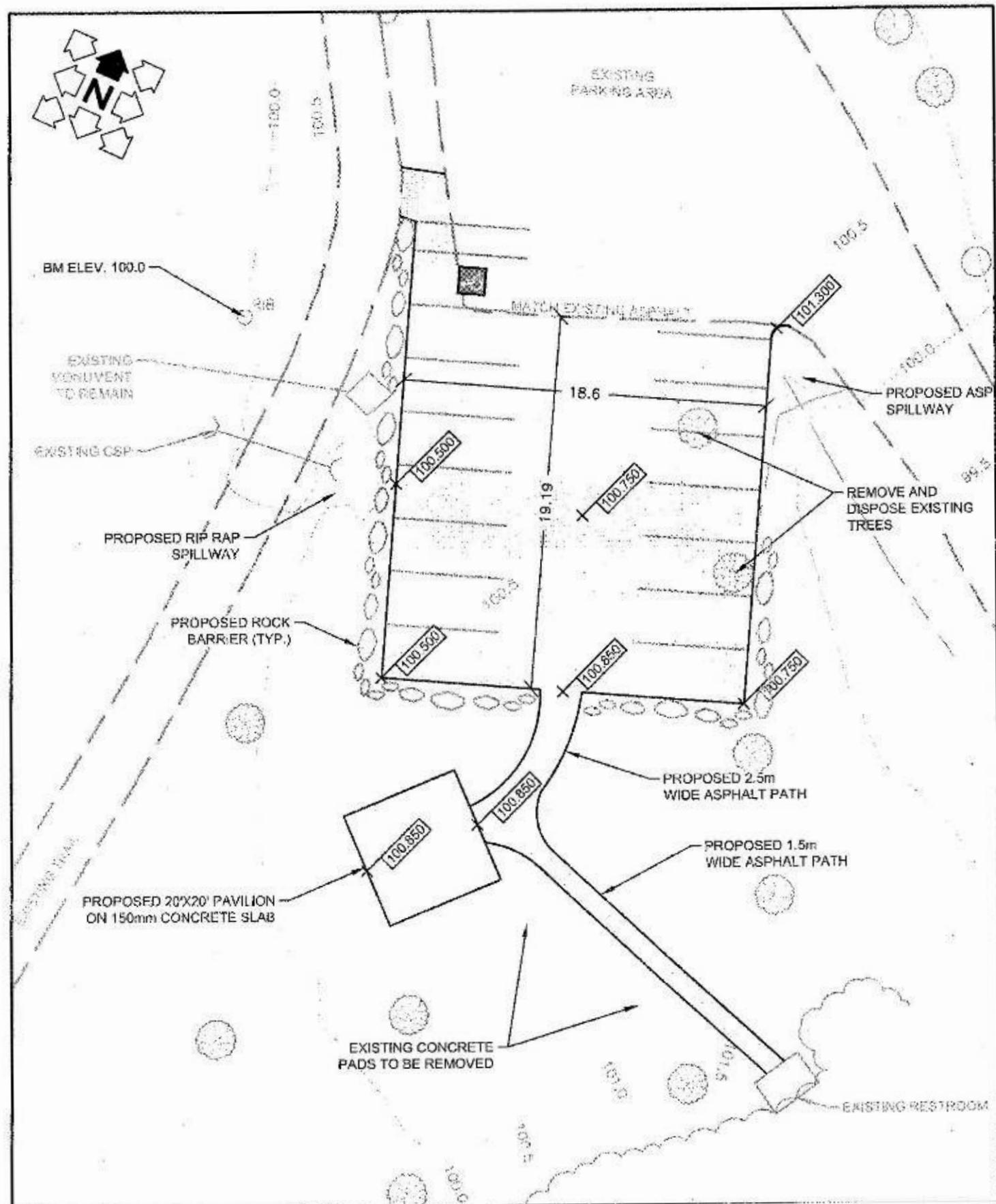
sustained a significant washout this past spring as a result of a frozen culvert. As such, planning staff has obtained a quote of \$35,736.28 (before HST) from Pioneer Construction to implement the drainage improvements and repair the washout area. Staff is recommending that the funding for these improvements come from the annual \$100,000 budget allocation for trails development and maintenance.

Planning Director's Recommendation

That City Council approve the additional improvements to the Fort Creek section of the Hub Trail at a cost of \$121,578.85 (before HST), with funding to come from the existing ISF project budget; and that the drainage improvements and washout area repairs be implemented for the Finn Hill area of the Hub Trail, with the work to be awarded to Pioneer Construction at a cost of \$35,736.26 (before HST), with funding to come from the annual \$100,000 budget allocation for trails development and maintenance.

ST/pms

D:\APPL\REPORT\Hub Trail - Fort Creek & Finn Hill Area Improvements.doc



Engineering Corporation

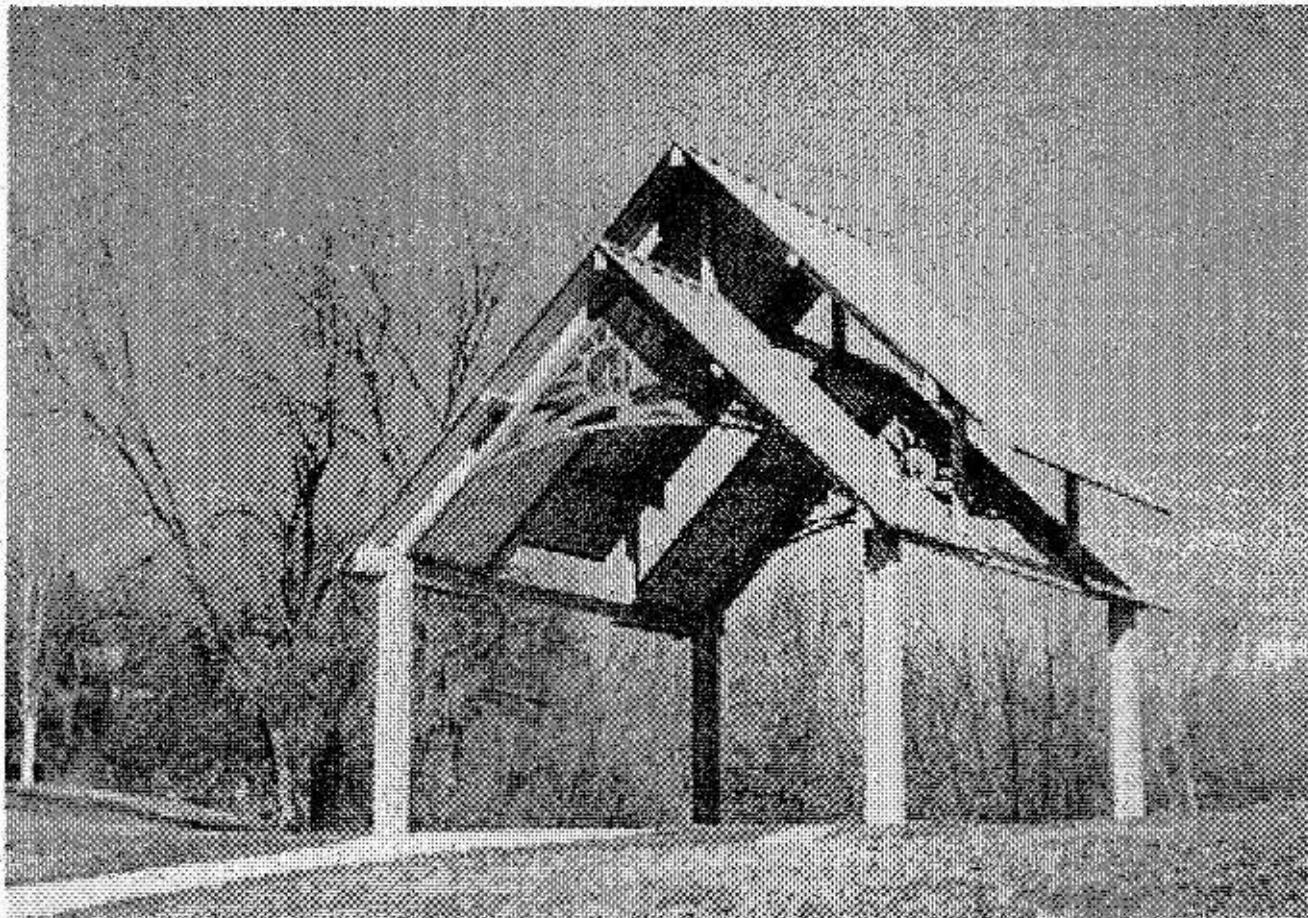
DESIGN:	ANOMIPORE
DRAWING:	A101-0000000
PROJECT:	0960
FILE NAME:	FORT CREEK
SCALE:	250

FORT CREEK PARKING LOT EXPANSION
CITY OF SAULT STE. MARIE
FORT CREEK HUB TRAIL

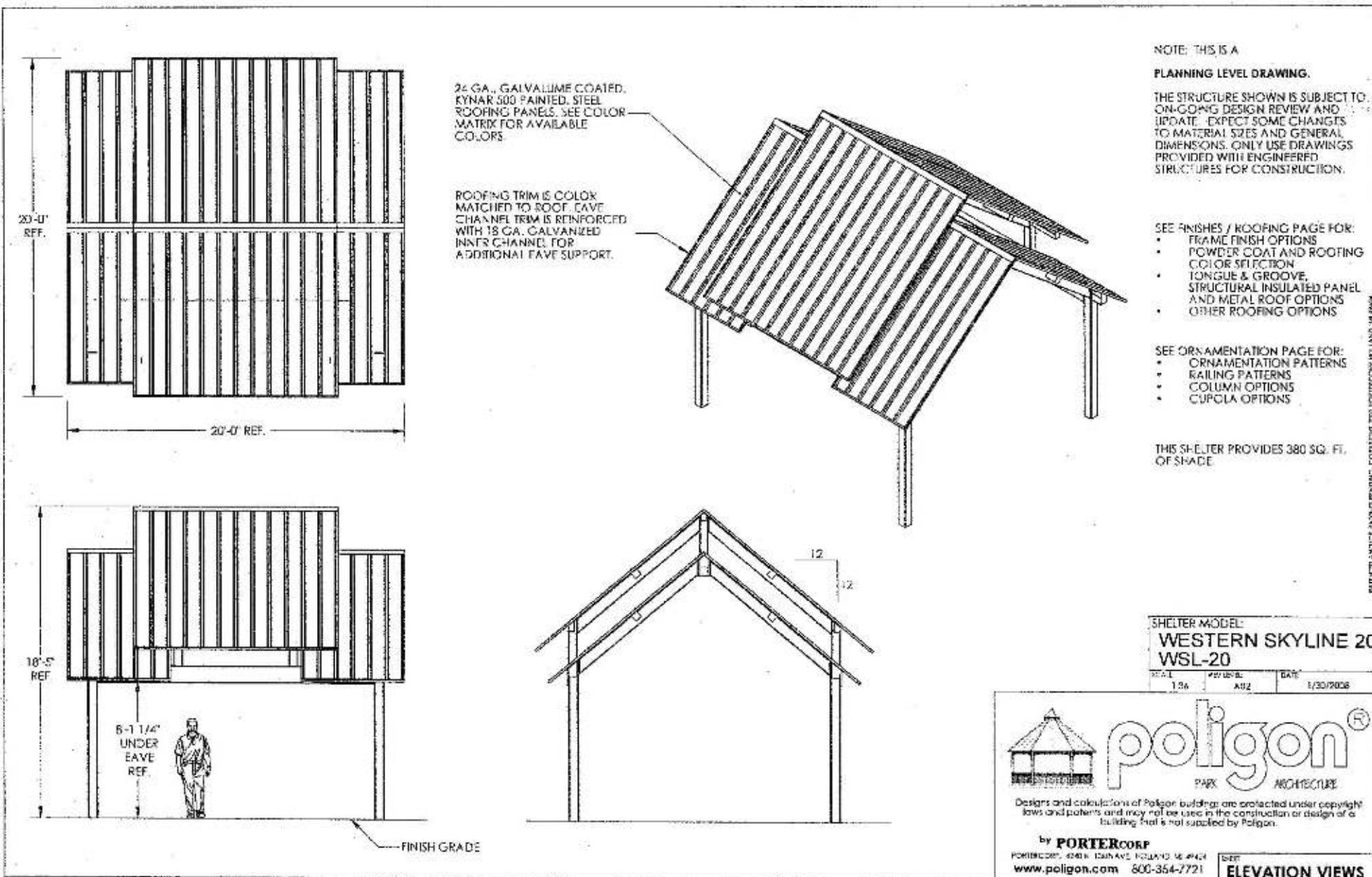
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WSL 20X20 W/ OPTIONAL ORNAMENTATION



5(bb)

5(cc)

J. M. Elliott, P. Eng.
Commissioner



Public Works &
Transportation Department

2011 05 30

Mayor Debbie Amaroso
And Members of Council
Civic Center

RE: 2011 SIDEWALK AND CURB REPAIR PROGRAMS

Each year the Public Works and Transportation Department prepares a "Sidewalk and Curb Repair Programs". Attached is a list of the various locations where the work will be taking place.

The list is based on requests from Councillors, residents and staff and has budget allocations of approximately \$260,000 and approximately \$144,000 respectively. These lists also take into account where there is the greatest need.

The 2011 Curb Repair Program will remove and replace approximately 632 linear metres of deteriorated curb and the Sidewalk Program will replace approximately 1149 m² of sidewalk. These programs allow City forces to make repairs to less than 0.1% of the curb inventory and about 0.3% of the sidewalks.

As part of these programs, we will also include curb cuts and ramps to improve the accessibility for wheelchairs where sidewalks cross roads at intersections. Again, these locations have been determined as a result of requests from councillors, the public and staff.

This report has been prepared for Council's information.

All of which it is respectfully submitted,

A handwritten signature in black ink.

Pcc Larry Girardi
Deputy Commissioner
Public Works & Transportation

A handwritten signature in black ink.

J. M. Elliott, P. Eng.
Commissioner
Public Works & Transportation

JME/vld

J:\ConcreteWork\Curb_Sidewalk Repair Letter to Council.doc

RECOMMENDED FOR APPROVAL

John P. M. Girard

Chief Administrative Officer

Public Works & Transportation
The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax: (705) 541-7010
www.cityssm.on.ca

Sidewalk and Curb List for Council 2011

165 Brock Street

29 Greenview Lane

444 Second Line

264 Carlbert Street

157 Simpson

208 McDonald

999 North St

72 Tacred Street

38 Coulson

504 Northland

537 Lake

1088 Lake

216 Prominade

40 Elmowood

172 Laselle

697 Wellington St West

468 Henry

12 Rushmere

416 Cumberland Ave

100 Churchill

479 Albert Street East

210 McMeekin

61 Muluch

56 Hocking

459 Henry

304 Goulais Av

134 Northern Ave

641 Pine St

137 Pozzebon
96 Wemyss
88 Greenveiw Lane
652 Wellington
124 Brien
1093 Lake
17 Highcrest
549 Douglas
448 Henry
232 Walnut
533 Lake
3 Crawford
40 St Georges W
160 Hugil
29 McCrea
125 Borron
180 Simpson
287 Chambers
520 Albert Street No Address at Church
136 Church
31 Ferris
617 Bush St
55 Partridge
167 Bitonti Cres
13 Highcrest
172 Central
St Marys River Drive West of the Delt Hotel
55 Norden Cr
160 Careful Ave
258 Queen Street

144 Cunningham

246 Glen

68 Greenveiw Lane

132 Spring Street

1092 Lake

92 East Belfore

70 Foster

146 Pine Street

314 Wilson

54 Norden

16 St Michaels

281 Chambers

80 Greenveiw Lane

1007 North St

38 Windsor

135 Laura

14 Simon

63 Harten

4 Crawford

58 Wawanosh

195 Prentice

11 Sherwood

132 Cambell

68 Grandveiw

191 Maple St

49 Taskar

84 Brien

212 Prominade

255 Oryme

206 McMeekin

298 Doncaster
17 Euclid
16 Huntington Park
20 Huntington Park
143 Simpson
183 Parkland
164 Hugil
118 Breton Road
161 Breton Road
27 Crawford
156 Malibar
104 Hugil
115 Florwin
156 Hugil
7 Euclid
36 Birchland
210 McDonald
143 Upton
161 Upton Rd
158 Princeton
83 Willow
766 Bay Street W/C
766 Bay Street W/C
144 Upton W/C
351 Elizabeth W/C
82 Wilcox W/C
356 McNabb W/C

Larry Girardi
Deputy Commissioner



Public Works &
Transportation

2011 05 30

Mayor Debbie Amaroso
And Members of City Council
Civic Center

SUBJECT: DITCHING PROGRAM – 2011

The Public Works and Transportation Department is submitting for Council's information, the Proposed 2011 Ditching Program. The ditching program includes the re-ditching of approximately 15,155 metres of ditches to improve drainage along municipal roadways. The program represents approximately 3.37% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$149,714.

The program has been compiled from requests from Councillors, residents and staff. With budgetary constraints that allow a limited amount work undertaken each year, it is necessary to prioritize the requests and normally not all requests can be accommodated. In prioritizing the list and setting up a program, cosmetic concerns for example, are at a lower priority than flooding issues. In addition, some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

It is proposed that the ditching program commence May of this year with a completion date in October 2011.

This report is provided for Council information.

Respectfully submitted,

A handwritten signature of Larry Girardi in black ink.

Larry Girardi
Deputy Commissioner
Public Works & Trans. Dept

Recommended for Approval

A handwritten signature of J.M. Elliott, P. Eng. in black ink.

J.M. Elliott, P. Eng
Commissioner
Public Works & Trans. Dept.

LG/vld

A handwritten signature of Marie L. Boisjoly in black ink, with the words "RECOMMENDED FOR APPROVAL" printed above it.

Public Works & Transportation

The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax: (705) 541-7010
www.cityssm.on.ca

2011 DITCHING PROGRAM

ADDRESS	METERS
19 PARKLANE CRT.	200
107 TOWN LINE	70
1027 BASE LINE	820
1944 SECOND LINE WEST	400
1459 THIRD LINE WEST	400
1115 THIRD LINE WEST	450
18 APPALOOSA AVE	150
1292 SECOND LINE WEST	250
15 SUNSET CRT.	90
537 ALLENS RD.	600
978 SECOND LINE WEST	360
396 ALLENS RD.	500
107 RANSOME DR.	260
40 RANSOME DR.	240
59 YATES AV.	400
190 ROOSEVELT AV.	300
414 BORDEN	60
707 SECOND LINE WEST	210
11-A WINFIELD DR.	80
33 ALPINE	160
13 WESTGATE	70
829 GOULAIIS AV.	100
785 GOULAIIS AV.	300
37 ALFRED ST.	90
410 LANGDON RD.	170
308 SELBY	40
341 MOSS RD.	260
659 FOUTH LINE WEST	300
294 FOURTH LINE WEST	600
265 BRULE RD.	150
TALLACK BLVD.	100
360 FOURTH LINE WEST	1500
GREAT NORTHERN RD.	40
105 WHITE OAK DRIVE	450
115 CABOT	40
136 INDUSTRIAL COURT -A	250
75 TERRANCE AV.	300
774 SECOND LINE EAST	300
55 MALABAR DR.	125
101 BISHOPS CRT.	200
1015 BLACK RD.	400
948 OLD GARDEN RIVER RD.	280
483 BLACK RD	680
498 BLACK RD.	600
1474 OLD GARDEN RIVER RD.	240
1292 OLD GARDEN RIVER RD.	100
65 MANITOU DR.	500
174 SUTTON PL.	200

5(dd)

18 BRISTOL PL.	140
34 ASHGROVE AV.	150
15 ROSS ST.	130
78 RIVER RD.	200
289 RIVER RD.	150
TOTAL	15155

5(ee)

Mike Blanchard
Manager Equipment & Buildings



Public Works &
Transportation Department

2011 05 30

Mayor Debbie Amaroso
And Members of City Council
Civic Centre

RE: PUBLIC WORKS EQUIPMENT NEEDS – 2011

On an annual basis, the Public Works Department brings to Council, a proposed list of equipment, purchases and trade-ins for the upcoming year as part of our fleet management program. This year's list is attached, as well as a Budget Detail Estimate for each piece of equipment, and the procedure used in equipment selection.

As noted, these capital purchases are coming from the following reserve and operation accounts:

Reserve Account	Estimated Reserve Available
Public Works & Transportation Equipment Reserve	\$2,314,000.00
Landfill Reserve	\$7,382,500.00
Cemeteries Reserve	\$1,260,500.00
Winter Control – Hired Equipment	\$717,410.00

We request approval at this time to prepare specifications and to tender for the various pieces listed. The results of each tender will be brought back to Council for approval, as tenders are called.

Respectfully submitted,

M. Blanchard
Manager
Equipment & Buildings

Recommended for approval,

J.M. Elliott, P. Eng.
Commissioner
Public Works & Transportation

Proposed New Equipment List for 2011 (May 30, 2011)

Public Works (Account 20-425-4012-8261)

Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
1	1	Sander/w Finger Belly Blade	#243 2000 Freightliner Sander	\$ 10,000.00	\$ 220,000.00
2	1	Street Sweeper	#817 1989 PELICAN SWEEPER	\$ 8,500.00	\$ 235,000.00
3	1	Backhoe	#454 Cat Backhoe	\$ 8,500.00	\$ 135,000.00
4	1	Retractable Wheel Steel Drum Roller	#919 1985 Gallow Roller	\$ 1,500.00	\$ 110,000.00
5	1	One Ton Crew Cab Truck c/w Service Body	#151 1996 Ford One Ton Crew Cab	\$ 2,000.00	\$ 65,000.00
6	1	Trackless Style Sidewalk Machine c/w blower, sweeper, plow, loader attachments	#615 - 1998 TRACKLESS VEHICLE	\$ 10,000.00	\$ 155,000.00
7	1	Line Painting Machine	#280 2001 Ford Ranger Linetech	\$ 8,500.00	\$ 250,000.00
8	1	Concrete Saw	#929 1988 Target Saw	\$ 500.00	\$ 20,000.00
9	1	Tilt Bed for Culvert	New	\$ -	\$ 50,000.00
10	1	Steamer/Wheelpoint/Asphalt Hopper		\$4,500.00	\$ 295,000.00
			Public Works Total:	\$ 54,000.00	\$ 1,535,000.00

Parks (Account 20-425-4012-8261)

Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
11	1	Parks Tractor c/w Loader	#482 1996 Case Tractor	\$ 4,500.00	\$ 85,000.00
			Parks Total:	\$ 4,500.00	\$ 85,000.00
Total New Equipment Reserve 20-425-4012-8261:					\$1,620,000.00

Winter Control Account - 10-460-4010-6208 Hired Equipment

Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
12	2	Leased Municipal Graders (Five year lease)	#593, #597 2006 Volvo Graders	N/A	\$ 90,000.00
			Winter Operations Account:		\$90,000.00

Landfill Tipping Fees Reserves

Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
13	2	Rear Compactor Wheels with install	Trade In	N/A	\$ 40,000.00
			Total Landfill Reserves:		\$40,000.00

Cemeteries Reserves

Item	Quantity	Proposed New Equipment	Trade In	Estimated Trade in Value	Estimated Proposed Cost
14	2	Wacker Vibratory Rammer	#2229, #2231 - Wacker Tamper	\$ 300.00	\$ 9,600.00
15	1	Hammer for Backhoe	New	\$ -	\$ 15,000.00
16	1	Riding Mower	#2264 Kubota Riding Mower c/w #2265 deck	\$ 1,200.00	\$ 26,000.00
			Total Cemeteries Reserves:	\$ 1,500.00	\$ 50,600.00

GRAND TOTAL FOR THIS PROPOSAL FOR 2011:

\$1,800,600.00

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 1	PREPARED BY: Mike Blanchard	DATE: April 25, 2011

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
<u>ESTIMATED COST</u>		
ONE (1) – SANDER C/W SIDE TILT SANDING DUMP BOX AND UNDERBODY PLOW This new Sander will be tendered with Computer Sanding Controls in keeping with the Public Works Salt/Sand Management Program. Public Works currently has 7 dedicated sanders with computer sanding controls. These sanding controls are also connected to the Global Positioning System/Automatic Vehicle Locator (GPS/AVL) systems for Insurance investigations. Dedicated sanders are an important part of winter operations and work continuous hours throughout the winter, and often times are used 24/7 for the safety of the Public.		<u>\$220,000</u>
Replacement - Unit #243 – 2000 Freightliner Sander This unit has been in our fleet for 11 years. Sanders are used extensively during the winter months and accumulate many hours of operation because they operate under 24/7 conditions. They are also used in the summer construction season. It is not considered cost effective to continue to repair this sander considering its use, corrosion and wear due to salt and sand operations.		<u>ESTIMATED TRADE IN</u> <u>VALUE</u> <u>\$10,000</u>
Hours = 15000+ Odometer = 280,000 + km		

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 2	PREPARED BY: Mike Blanchard	DATE: April 25, 2011

DESCRIPTION DETAIL	STATUS
ONE (1) – STREET SWEEPER	<u>Replacement</u> <u>New</u> <u>YES</u>
This Sweeper is used to pick up heavy sand in the spring that is applied during the Winter Operations. Public Works currently has 5 dedicated Sweepers that are necessary for cleaning streets throughout the spring and summer months.	ESTIMATED COST <u>\$235,000</u>
Replacement - Unit #817 – 1989 Elgin Pelican Sweeper This unit has been in our fleet for over 20 years. Sweepers are used extensively during the spring clean up of sand and salt. These machines are necessary for preparation of traffic painting as well. Because of the machine's age and the severe abrasion of sweeping sand it is not considered cost effective to continue to repair this machine.	ESTIMATED TRADE IN VALUE <u>\$8,500</u>
Hours = 11500+ Odometer = N/A	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 3	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>
ONE (1) BACKHOE / FRONT END LOADER	<u>Replacement</u> <u>New</u> <u>Yes</u>
This unit is used for summer construction projects, sewer laterals, and ditching in the spring and summer months.	<u>ESTIMATED COST</u> <u>\$135,000</u>
Replacement: Unit #454 – 1999 Caterpillar 446B Backhoe/Front End Loader Because of its age and running hours, it is not cost effective to repair or overhaul this unit. It is used to extensively during the summer construction season, sewer lateral repairs and ditching in the spring and summer months.	<u>ESTIMATED TRADE-IN</u> <u>VALUE</u> <u>\$8,500</u>
Hours: 11,500+ Odometer: N/A	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 4	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS
ONE (1) RETRACTABLE WHEEL STEEL DRUM ROLLER	Replacement Yes New
This unit is used for summer construction asphalt projects including sewer lateral repairs, road surface repairs and pothole repairs.	ESTIMATED COST \$110,000
Replacement: Unit #919 – 1985 Galion 3 to 5 ton Retractable Wheel Roller Because of its age and running hours, it is not cost effective to repair or overhaul this unit. It is used to extensively during the summer construction season. Because of its age it does not have rollover protection.	ESTIMATED TRADE-IN VALUE \$1500
Hours: 2836+ Odometer: N/A	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 5	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>		
		<u>Replacement</u>	<u>New</u>
ONE (1) – ONE TON TRUCK C/W HYDRAULIC DUMP BODY – 6-MAN MODEL			
This unit is used by various construction crews to transport workers and tools to worksites throughout the city. It is also used in winter months to manually spread sand at bus stops and cross walks as well as towing Hotbox asphalt patchers for spring pothole repair.			ESTIMATED COST <u>\$65,000</u>
Replacement: Unit #151 – 1996 FORD 1 Ton – 6 Man Model c/w Service Body Hours: Odometer: 105,000 +			ESTIMATED TRADE-IN VALUE <u>\$2000</u>
This unit is in need of repair. The chassis in poor condition because of corrosion. It is not cost effective to continue to repair this vehicle because of its age.			

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 6	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – MUNICIPAL SIDEWALK TRACTOR C/W SNOWBLOWER, PLOW AND BROOM ATTACHMENTS		
This piece of equipment is a key piece currently used by the Public Works Department for sidewalk snow removal and sweeping sand removal. It is also used by Parks for flailing and mower operations in summer months. This machine will also be utilized for maintaining the new Hub Trail system.		ESTIMATED COST \$155,000
Replacement: Unit #626 1999 Trackless Sidewalk Machine Hours: 6300+ Odometer: 36,000 km +		ESTIMATED TRADE-IN VALUE \$10,000
Because of the age of the unit and the harsh work it completes it is not considered cost effective to continue to repair this unit.		

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 7	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>		
	<u>Replacement</u>	<u>New</u>	
ONE (1) – TRAFFIC LINE PAINTING MACHINE			
This key piece of equipment is used by the Public Works Department Traffic Division to apply or reapply traffic lines though-out the City. This process is essential for traffic safety and safety of the Public.		<u>ESTIMATED COST</u>	<u>\$250,000.00</u>
Replacement: Unit #280 2001 Ford Ranger LineTech Hours: 2500+ Odometer: 151,000 km +		<u>ESTIMATED TRADE-IN VALUE</u>	<u>\$8,500</u>
Because of the age and quantity of work annually that this unit has to accomplish, it is not considered cost effective to continue to repair this unit.			

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 8	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
ONE (1) – CONCRETE SAW		
This concrete saw will be used by the cement crew to cut concrete or asphalt in areas that are to be excavated to make repairs to roads and sewers.		ESTIMATED COST <u>\$20,000</u>
Replacement: #929 1988 Target Cement/Asphalt Saw Hours: 1700 + This is a small engine device that is not cost effective to continue to repair due to its age and harsh use.		ESTIMATED TRADE IN VALUE <u>\$500</u>

\CITYDATA\Departments\pw!\EquipmentAndBuildings\DivHead\Blanchard 2011\Budgets\Budget Details for Tenders\#8 Budget Detail Estimate - Concrete Saw.doc

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**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011 CLASSIFICATION: Public Works ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 9 PREPARED BY: Mike Blanchard DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS	
ONE (1) – TRUCK TILT BED FOR ATTACHMENTS	<u>Replacement</u>	<u>New YES</u>
Replacement: NEW	<u>ESTIMATED COST</u>	\$50,000
	<u>ESTIMATED TRADE IN VALUE</u>	
This truck tilt bed will be installed on a truck chassis that is currently in the Public Works Fleet. This tilt bed will allow for the transportation of the Public Works equipment including: Culvert Steamer, Well-point Dewater, Construction Office and transportation of equipment to work sites. This will allow for a reduction in the number of trucks required in the fleet. It will also be utilized in the Landfill Division for transportation of refuse bins.	<u>N/A</u>	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Landfill	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 10	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS
ONE (1) SIDE LOADER REFUSE TRUCK FOR WASTE MANAGEMENT	<u>Replacement</u> Yes <u>New</u>
The Tendered unit will be a side packer design with cart tipper options. There will be options for future expansion of robotic arms to reduce injuries to employees due to sprains and strains associated with lifting refuse into the truck. This truck will be used daily for the refuse collection through-out the City.	ESTIMATED COST <u>\$295,000</u>
Replacement: Unit #336 – 2000 Mack Rear Load Packer The Packer Body for this unit is in very poor condition due to corrosion caused by refuse. It is not recommended or cost effective to continue to repair this unit because of its age and condition. Hours: 12800+ Odometer: 191,249 km	ESTIMATED TRADE IN VALUE <u>\$4,500</u>

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Parks	ACCOUNT NO.: 20-425-4012-8261
ITEM NO.: 11	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS
ONE (1) PARKS TRACTOR C/W FRONT END LOADER	<u>Replacement</u> Yes <u>New</u>
This unit is used for summer construction projects, ball park grooming, snow removal, flailing operations and grass cutting throughout the City Parks.	ESTIMATED COST <u>\$85,000</u>
Replacement: Unit #482 – 1996 Case 570 LXT Tractor Front End Loader Because of its age and running hours, it is not cost effective to repair or overhaul this unit. The cab has extensive corrosion and the engine is lacking power.	ESTIMATED TRADE-IN VALUE <u>\$4500</u>
Hours: 7000+ Odometer: N/A	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Public Works	ACCOUNT NO.: 10-400-4010-6208
ITEM NO.: 12	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS	
	<u>Replacement</u> <u>YES</u>	<u>New</u>
TWO (2) – Leased Graders for Winter Snow Removal		
Public Works has seven (7) graders in its fleet. Two graders are owned by the City and five are leased to the City for Winter Operations. Two of these five leased graders have expired lease agreements as of April 15, 2011. Because graders are typically used for snow removal operations only it is not cost effective to purchase these units. Repair costs for graders range from \$20,000 -\$30,000 annually. Graders are necessary for cutting ice and reducing packed snow on streets which regular plow trucks cannot do. The two City owned graders are sufficient to handle the small amount of summer construction work that requires a grader. Lease agreements are for the period between October 15 and April 15, for a five year term to ensure availability.	ESTIMATED COST <u>\$90,000 per season for both units</u>	
Replacement: Unit #593 and #597 Volvo G960 Graders - Leased Graders	ESTIMATED TRADE IN VALUE <u>N/A</u>	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Landfill	ACCOUNT NO.: Landfill Tipping Fees
ITEM NO.: 13	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

DESCRIPTION DETAIL	STATUS	
	<u>Replacement</u> <u>Yes</u>	<u>New</u>
TWO (2) REFUSE COMPACTOR WHEELS		
The Landfill Compactor is the most expensive piece of equipment in the Public Works Fleet. It is a critical piece of equipment that is used to shred and compact refuse in the landfill as it is delivered by Garbage Packers. The Compactor has unique wheels constructed of hardened steel with stepped tips that aid in compaction and shredding of material. This is critical to compact the refuse to extend the life of the landfill.	ESTIMATED COST <u>\$40,000</u>	
Replacement: It is proposed that the rear wheels which wear faster than the fronts be replaced with a remanufactured wheel for minimum downtime and less cost. The front wheels will be moved to the back and the new wheels will be installed in the front. Similar to the concept of rotation of tires on cars to extend the life. We will require another set of two next season.	ESTIMATED TRADE IN VALUE <u>N/A</u>	

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011 CLASSIFICATION: Cemeteries ACCOUNT NO.: Cemetery Reserve
ITEM NO.: 14 PREPARED BY: Mike Blanchard DATE: April 26, 2011

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR: 2011	CLASSIFICATION: Cemeteries	ACCOUNT NO.: Cemetery Reserve
ITEM NO.: 15	PREPARED BY: Mike Blanchard	DATE: April 26, 2011

<u>DESCRIPTION DETAIL</u>	<u>STATUS</u>	
	<u>Replacement</u>	<u>New YES</u>
ONE (1) – HAMMER FOR BACKHOE This attachment is uses the hydraulics from a backhoe to break hardened frost in the ground for excavations in the cemetery. It will also be used for various construction projects to break asphalt or concrete during demolition or excavation.		<u>ESTIMATED COST</u> <u>\$15,000</u>
		<u>ESTIMATED TRADE IN VALUE</u>
		N/A
Replacement: N/A		

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5See)

**CITY OF SAULT STE. MARIE
PUBLIC WORKS AND TRANSPORTATION
- BUDGET DETAIL ESTIMATES -**

YEAR:	2011	CLASSIFICATION:	Cemeteries	ACCOUNT NO.:	Cemetery Reserve
ITEM NO.:	16	PREPARED BY:	Mike Blanchard	DATE:	April 26, 2011

	<p>PROCEDURE MANUAL</p> <p>PROCEDURE NUMBER: Manager 02</p> <p>SUBJECT: Preparing Budget Detail Estimates to Replace Equipment</p>	<p>SECTION:</p> <p>PAGE: 1 OF 4</p> <p>DATE: August 21, 2002</p> <p>REVISION: October 26, 2007</p>
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1.0 PURPOSE:

The purpose of this procedure is to establish procedures for preparing Budget Detail Estimates for preparation of council meetings.

2.0 SCOPE:

Applies to the Manager of Equipment and Buildings at the Public Works and Transportation Centre.

3.0 RESPONSIBILITIES:

Responsibilities include monitoring the performance and costs of equipment throughout the year to determine what equipment is in need of replacing. Also included is compiling and preparing the list of equipment that must be updated annually. Compiling new equipment lists is the responsibility of a committee that includes; the Manager of Equipment, the Commission or Deputy Commissioner of Public Works, Divisional Managers and a Shop Maintenance and Operator Representative.

4.0 EQUIPMENT:

Computer, telephone.

5.0 TRAINING REQUIREMENTS:

Managerial Experience and mechanical experience.

6.0 SAFETY:

This position requires the use of safety equipment as outlined in the City of Sault Ste. Marie safety policies.

7.0 PROCEDURES:

7.1.1 A list of new equipment must be prepared annually to replace older obsolete equipment that is costing because of repairs, or is due for replacement because of safety reasons.

7.1.2 Mid February the Divisional Managers (Parks, Public Works, Cemeteries, Landfill) must be contacted to compile a list of equipment that they believe should be replaced in the new year. This list may also include new equipment that each Department may need.

7.1.3 When the Departmental Managers have their lists compiled they are to be submitted to the Manager of Equipment and Buildings.

7.1.4 The Manager of Equipment and Buildings completes the list of equipment. When the list of equipment is complete, the Manager of Equipment and Buildings will call suppliers to get Budget Figures for every piece of equipment that the Divisional Managers have requested on their Equipment Lists.



PROCEDURE MANUAL

PROCEDURE NUMBER: Manager 02

SUBJECT: Preparing Budget Detail
Estimates to Replace Equipment

SECTION:

PAGE: 2 OF 4

DATE: August 19, 2002

REVISION: October 26, 2007

7.1.5 The Manager of Equipment and Buildings reviews and inspects the equipment that has been submitted by each manager.

7.1.6 The Manager of Equipment and Buildings takes into account the following points when inspecting equipment on the list:

- a) Number of hours the unit has on the hour meter
- b) The history cost of the unit.
- c) The odometer readings (kilometers)
- d) The number of accumulated Rental Credits
- e) The condition of the body if applicable.
- f) The mechanical condition of the unit.
- g) The age of the unit.
- h) The MTO Cycle Comparison shown below.

Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Cars	7 yrs, 200,000 km	7 -10 years
Vans $\frac{1}{2}$ ton & $\frac{3}{4}$ ton	7 yrs, 200,000 km	10-12 years
$\frac{1}{2}$ ton pickups	7 yrs, 200,000 km	7-10 years
$\frac{3}{4}$ ton pickups	7 yrs, 200,000 km	7-10 years
1 Tons	8 yrs, 250,000 km	12 years
3 & 4 Ton Stake Trucks	7 yrs, 320,000 km	12 years
5 & 6 Ton Trucks - Plows wings	13 yrs, 200,000 km	12-15 years
5 Ton Dumps	13 yrs, 320,000 km	12-15 years
Tandem Dumps - Plows wings	11-15 yrs, 350,000 km	12-15 years
Float Truck – tandem	12 yrs, 350,000 km	12-15 years
Float Trailer – tandem/Tri-axle	20 yrs	20 years
Grader – Class 1	20 yrs, 15,000 hrs	10-12 years 10,000 hrs
Grader – Class 5,6,7- Plows wings	24 yrs, 20,000 hrs	10-12 years 10,000 hrs
Tractor / Loaders	14-20 yrs 16-20,000 hrs	12 - 15 years
Tractor / Backhoe	12-15 yrs, 12-15,000 hrs	12 - 15 years
Class III & IV Tractor	24 yrs, 10,000 hrs	15 -20 years

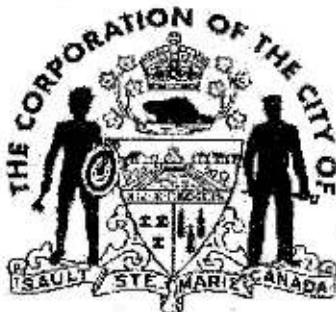
	PROCEDURE MANUAL PROCEDURE NUMBER: Manager 02 SUBJECT: Preparing Budget Detail Estimates to Replace Equipment	SECTION: PAGE: 3 OF 4 DATE: August 19, 2002 REVISION: October 26, 2007
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Description	MTO - Cycle Yrs / Km / Hrs	City of Sault Ste. Marie
Mowers	20 yrs	15 years
Riding Mowers	7 yrs	10 – 12 years
2 Ton Vibrator Roller	20 yrs	15 -20 years
Brush Chipper	10 yrs	10 years
Sweeper	10 yrs, 10,000 hrs	15 years

NOTE: This chart is only a guideline. Each unit would be evaluated on its own merit. When the unit is evaluated the following would be considered: Is the unit being fully utilized - how many hours does it average, a review of the operational costs, km or miles accumulated, overall condition of unit and the repair history.

- 7.1.7 When the list is complete, the Manager of Equipment and Buildings compiles the Equipment Replacement spreadsheet and calls a meeting to discuss the equipment on the list. Present at the meeting shall be: Divisional Managers or a representative, the Deputy Commissioner or the Commissioner of Public Works and Transportation and a representative from the Maintenance Shop and Operators. (See Sample Equipment Replacement Exhibit #1)
- 7.1.8 During the meeting the complete list is presented to each of the Divisional Managers. At this meeting the replacement equipment is discussed and the list is reduced if necessary to meet the budget target of that year. This process may take several meetings.
- 7.1.9 When the list is complete it is used by the Commissioner or the Deputy Commissioner of Public Works and Transportation to go to City Council for approval to commence the process of Tendering, and for the approval of the proposed Budget amount for that year.
- 7.1.10 The Manager of Equipment and Buildings then completes Budget Detail Estimates that gives descriptive details of why the machinery is needed, or in need of replacement. This document is used by the Deputy Commissioner or Commissioner of Public Works to explain to City Council if questions should arise during the Council Meeting or approval of the new equipment budget. (See Sample Budget Detail Estimates Exhibit #2)
- 7.1.11 When the Budget and the approval for Tendering has been completed the Manager of Equipment and Buildings completes the Tendering Specifications for each piece of equipment on the list.

Mr. Don Scott
Manager of Transit and Parking



Public Works and Transportation
Department
Transit Division

2011 05 30

Mayor Debbie Amaroso &
Members of City Council
Civic Centre

RE: TRANSIT SERVICES FLEET ASSESSMENT

INTRODUCTION

The Transit Services Fleet Assessment was initiated during the 2011 city budget deliberations by City Council and then assigned as an action item to the City's Finance Committee.

The primary objective of this report is to provide Council with relevant information to support a recommendation to begin replacing our aging fleet of high floor buses with the purchase of a new 40 foot, low floor bus for 2011.

BACKGROUND

Sault Ste. Marie Transit Services is the provider of conventional transit and specialized transit services within the City of Sault Ste. Marie as a Division of the Public Works and Transportation Department.

Currently public transit is available to approximately 69,000 of the residents living in the Sault Ste. Marie area. In total, there are 10 fixed bus routes providing 1,711,042 kilometers driven and 83,000 revenue hours of service, all of which carried 1,962,881 passenger trips in 2010.

TRANSIT BUDGET

Capital and Operations from Provincial and Federal Funding

During the last five years, Transit Services has not requested any new funding from the City Levy for expanded conventional/specialized transit service or capital for buses. Transit staff has operated within its annual operating budget and any new capital or expanded service has been funded from senior levels of government over the last five years, as indicated on page 2 of this report.

Funding From Senior Government

<u>Cost Centre</u>	<u>Funds Allocated Over 5 Years</u>
Expanded Para Bus Operations	\$868,400
Para Bus Capital (buses purchased)	\$455,000
Expanded Conventional Transit Operations	\$3,780,000
Conventional Capital (buses purchased)	\$2,842,000
Infrastructure Upgrades (111 Huron St., bus terminal)	\$318,000
Upgrade Fareboxes (including Review)	\$688,000
Automated Bus Announcement System	\$344,000
Operational Review (2005/06)	\$53,000

SMALL BUS INQUIRY

Some members of Council have asked if smaller buses are an option instead of purchasing larger buses. Smaller, light duty buses are able to accommodate one or two wheelchairs and/or 15 people. The vehicles are light weight construction and are typically deployed as shuttles for airports, hotels and large parking structures – not for conventional transit operations. Orion Bus Industries does make a 30 ft. bus, but it is not built with a 32" wide rear door as required in Ontario. There are two bus manufacturers who provide a 30 ft. bus complete with a 32" wide rear door, but their vehicles are designed for substantially lighter duty than a typical transit operation, and are available only with mild steel frames. The vehicles are comparably priced with a 40 ft. Orion Bus; therefore, a savings wouldn't be available to the City.

In the province of Ontario, there are approximately 5,000 full sized buses currently providing transit service to Ontarians. In addition, there are only approximately 45 light duty community buses throughout the province, of which two are used for said purpose in Sault Ste. Marie. Heavy duty buses are available in a 35 ft. length, which are fully compliant, however there is very little cost savings in moving to this product, as the major components, raw materials and manufacturing process is the same for a 35 ft. bus and a 40 ft. bus. A 35 ft. bus is typically \$5,000 less in cost than a 40 ft. bus.

CURRENT BUS FLEET

The City's conventional transit fleet consists of 29 buses. The fleet consists of 27 buses that are 40 foot, heavy duty buses, and two light weight community buses 30 and 35 feet, respectively.

The fleet largely consists of three age groups of buses;

- Old - 14 buses (21 years or older)
- Mid-life - 9 buses (13 to 14 years of age)
- New - 6 buses (2 to 8 years of age)

Old Buses

The fleet of old buses consists of 14 high floor buses, which are currently 21 years of age and inaccessible for the disabled. The actual production of MCI high floor buses ended in 1997 and bus companies only guarantee the availability of parts for 15 years after the last day of production. With each passing day the search for repair parts and accessories for the MCI buses is becoming exceedingly difficult.

The 14 high floor buses, 21 years and older, have been exposed to many years of winter salting conditions from our city streets. The structural integrity for some of the body frames on the MCIs are becoming maintenance issues as they begin to rust out. Current 2011 cost estimates to repair body frames for the MCI buses begin at \$80,000 per bus.

Mid-Life Buses

The fleet of mid-life buses consists of 9 low floor buses, which are 13 to 14 years of age. All vehicles are wheelchair accessible and will be scheduled for refurbishment to prolong their operating lives from 7 to 10 years.

New Buses

The fleet of new buses consists of six vehicles ranging in age from 2 to 8 years. All of the buses in this category are wheelchair accessible and currently low cost to operate. Two of the buses from this category are light duty, community buses.

Current Revenue Projected to Increase

In January of 2008, then Mayor, John Rowswell hosted a youth forum to discuss various topics impacting the young people of our community. Discussion from that meeting included lowering the individual bus fare for the community's youth.

On March 17, 2008, Council accepted the Transit Manager's report to begin a \$.25 cash fare and \$10.00 per month "Youth Fare" until December 31, 2008. Council was notified of a potential \$300,000 loss in unattained revenue.

In November of 2008, the Transit Manager reported back to Council that although ridership had increased by 9%, revenue was down by \$75,000 over the first six months of the \$.25 fare reduction. As a result it was recommended that the \$.25 cash fare should be returned to regular fare at year end.

To determine the true revenue potential for the "Youth Pass" it was recommended that the pass remain in place. After monitoring the "sale of youth pass" for two years it became evident that sales had peaked at about 9,500 passes per year, which at \$10 per pass would not restore revenue to pre-April 2008 levels.

In the fall of 2010, transit management initiated fare increases for cash fare from \$2.00 to \$2.25 and the monthly "Youth Pass" from \$10.00 to \$15.00. Early indications for 2011 are showing increased revenues of \$ 44,300 to the end of April, when comparing 2011 to 2010.

SUMMARY

There is a potentially unmanageable situation developing for the corporation with the ongoing operation of 14 high floor MCI buses that are 21 years or older. All of the vehicles are inaccessible to the disabled. The fleet of MCIs does not warrant the costs associated with complete refurbishment as we would be subject to complaints from Human Rights for funding buses that are not accessible to the disabled.

In addition, bus manufacturers will only provide parts for 15 years after a bus is removed from production. The production of the MCI model found in our fleet ended in 1997, which means that we are now in the 15th and final year for the availability of parts and accessories to keep the vehicles on the road.

Today we require 17 buses to operate all of our conventional bus routes on a daily basis. It is good business to have four buses in the repair shop for minor servicing and four buses on stand-by for the potential change off with buses breaking down while on route. Essentially we require a fleet of 25 buses that are mechanically sound to provide our current level of transit service.

Although the buses in our community appear to be empty at times it is important to understand that the large buses are needed to accommodate our passengers during the peak travel times from the bus terminal where standing loads occur daily.

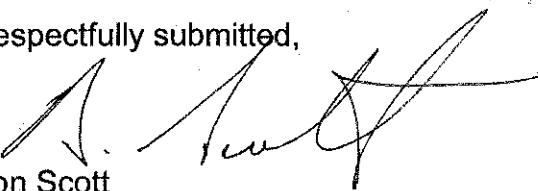
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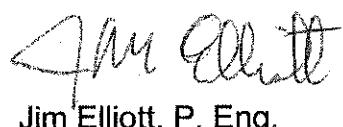
RECOMMENDATION

It is recommended that the City continue to purchase full size, heavy-duty, low floor buses and that the funds set aside in the 2011 Budget be used to purchase such a bus.

Respectfully submitted,


Don Scott
Manager of Transit and Parking
Public Works and Transportation

Recommended for approval,

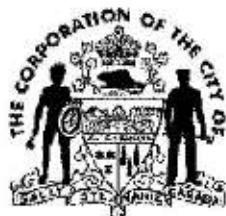

Jim Elliott, P. Eng.
Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL


Joseph M. Fratino
Chief Administrative Officer

5gg

Larry Girardi
Deputy Commissioner



Public Works &
Transportation
Department

2011 05 30

Mayor Debbie Amaroso
And Members of Council
Civic Centre

**Subject: Feasibility of Removing the Concrete Planters on James Street as
Per Request from Justice Ray Stortini.**

On May 9th, 2011 Council passed the following resolution:

Be it resolved that the correspondence from Justice Stortini listed under agenda item 5. (y) be referred to staff for review and report back to Council within one month.

Correspondence is attached.

Discussion

On May 9, 2011 Justice Ray Stortini attended Council and provided the following request:

In view of the fact that in 2012 both the City and the G. Marconi Society will be celebrating their hundredth anniversaries, we will be asking Council to make a modest start on the recovery project on James Street by removing the southern concrete barrier directly in front of the Soup Kitchen Community Centre.

Justice Stortini also mentioned that as he realizes that there are many demands on the City's financial resources and it may take several years and several budgets to complete the entire project. He felt that once the said concrete barrier is removed, it will be possible to have a block party celebration of the anniversaries at this location.

During the presentation Justice Stortini mentioned the possibility of having vehicle traffic running through the site. With this being said the City would have to take the position of making James Street safe for both vehicles and pedestrians which would therefore resurrect this project from a simple removal of the concrete structure to a complete road reconstruction.

In 2004 Engineering provided a report on what would be required to bring James Street to its former state. In order to do so, it would be necessary to:

- (a) Remove all planters, benches;
- (b) Replace both the sanitary and storm sewer;

- (c) Remove the mall; poured in-place concrete slabs, precast concrete slabs and paving stones;
- (d) Construct a 10 m back of curb to back of curb roadway;
- (e) Lower a high tension buried electrical cable.

The estimated cost to carry out the work in 2004 was approximately \$500,000.00. The cost at today's rates would be in excess of \$700,000.00. With the costs being far beyond the original cost estimate of \$15,000 to \$20,000.00 for the removal of the concrete structure, it was decided that staff meet with Justice Stortini to review the proposed project.

Summary

Staff from P. W. T. visited the site with Justice Ray Stortini and came to an agreement on what exactly should be done at this time. Both parties agreed that vehicle traffic is not required and that we should revert back to the original plan of removing the concrete structure located in front of the Soup Kitchen and Community Centre.

At the May 9th meeting it was mentioned to Justice Stortini by Council that due to budget restraints it would be wise for Justice Stortini to canvass local construction companies to see if they were willing to donate their services for this project and he has agreed to do so. Of course, they would have to be companies that are on the City's preferred vendor's list to ensure that they meet all the safety requirements required to work on City property.

In support of this project PWT has an inventory of used interlocking brick that will be provided to replace any of the open spaces left from the construction.

Recommendation

It is staff's recommendation that Justice Ray Stortini's request be accepted and that he proceeds in seeking a qualified contractor to assist with the removal of the concrete structures. Acceptance of the contractor and work will be subject to staff's approval. It is also recommended that PWT provide interlocking brick to replace any of the open spaces left from the construction.

Respectfully Submitted

per

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

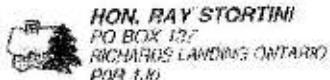
J. M. Elliott P. Eng.
Commissioner
Public Works & Transportation

The Corporation of the City of Sault Ste. Marie
Public Works and Transportation Department
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5207 – Fax: (705) 541-7010
www.citysm.on.ca

RECOMMENDED FOR APPROVAL

Joseph M. Frates
Chief Administrative Officer

5(lgg)



March 28, 011

Mayor D. Amoroso
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ont., P6A 5X6

RECEIVED
CITY CLERK

MAR 30 2011

NO.: 51798

DIST.: CAO

Agenda

Dear Madam Mayor:

I would appreciate a few minutes of Council's time at the April 18, 2011 Council meeting to make a short presentation on the subject of the James Street Recovery Project.

In view of the fact that in 2012 both the City and the G. Marconi Society will be celebrating their 100th Anniversaries, I will be asking Council to make a modest start on the Recovery project by removing the southern concrete barrier on James Street. I realize that there are many demands on the City's financial resources and that it may take several years and several budgets to complete the entire project.

Once the said concrete barrier is removed, it will be possible to have a block party celebration of the anniversaries there. It will also open up part of the street which will make it more attractive for a business to locate there, for example, a badly needed grocery store.

In the past two years the Soup Kitchen Community Centre has sponsored a successful overnight sleep-over on James Street in order to raise the awareness of the problem of the homeless in our City. The removal of the concrete barrier will allow for more participants.

Thank you for your consideration to this request.

Respectfully,

Ray Stortini

P.O. Box 127

Richards Landing, Ont., P0R 1J0

Telephone No. 705-246-2661

Copy to: City Clerk

RECEIVED

APR 01 2011

CHIEF ADMINISTRATOR - MUNICIPAL
CITY OF SAULT STE. MARIE



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Application No. A-11-11-Z.OP – filed by
1138997 Ontario Inc.

SUBJECT PROPERTY:

Location – Located on the south side of Fifth Line East approximately, 400m (1,312') east of its intersection with Old Goulais Bay Road, civic no. 309 Fifth Line East

Size – Approximately 118m (397') frontage x 782m (2,566') depth; 9.2 ha (23 acres)

Present Use – Vacant

Owner – Factors Western Ltd.

REQUEST:

The applicant, 1138997 Ontario Inc., is requesting an Official Plan Amendment and a Rezoning from "RA" (Rural Area) with a Special Exception to "RA.S" (Rural Area) with an amended Special Exception to permit an electrical contractor's yard.

CONSULTATION:

Engineering – See attached letter

Building Division – See attached letter

Legal Department – No comment

Fire Services – No objection

CSD – No concerns

Municipal Heritage Committee – No concerns

PW&T – See attached letter

Conservation Authority – See attached letter

Accessibility Advisory Committee – Request a Site Plan

PUC Services – No concerns

Previous Applications

Application A-31-86-Z.OP was approved by way of a Special Exception to the Rural Area zoning to permit a truck terminal and a repair garage.

Application A-17-88-Z.OP was a request to expand the uses on site to include the bulk storage and retail sale of lumber. Council denied this application.

Application A-6-01-Z.OP was a request to expand the truck terminal onto an adjacent property at 303 Fifth Line East and to add a reload centre onto the rear of the properties. City Council made the zoning conditional on finalizing a new Site Plan Agreement. The type of fuel storage tank and capacity was a major concern in finalizing the agreement. This application brought forward extensive neighbourhood opposition. City Council approved the application and a neighbour initiated an appeal to the O.M.B.

Prior to hearing the appeal the business was discontinued and the site was vacated.

Application No. A-6-04-Z.OP was a request to permit the research, development, warehousing and distribution of recreational vehicles, in addition to the truck terminal and repair facility uses. The application was never finalized.

Conformity With the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule "C" of the Official Plan, subject to two notwithstanding clauses which permit the former distribution and warehousing uses, as well as a truck terminal, repair and reload centre. The applicant's proposal to locate an electrical contractor's yard on the subject property requires an amendment to the Official Plan.

The subject property is also located on the Groundwater Recharge Area as shown on Natural Resources Schedule "A" of the Official Plan. The applicants have met with Planning and Conservation Authority staff to discuss this proposal in relation to possible impacts to the groundwater aquifer. Conservation Authority staff have determined that the proposed uses will not have the potential to impact the groundwater aquifer.

Comments

There have been a number of objections (attached) raised by concerned neighbours.

Given these objections, it is recommended that the application be deferred to City Council's June 27, 2011, meeting. The applicants have agreed to hold a

6(6)(a)

neighbourhood meeting to outline their plans for the property, and hear any neighbour concerns. The applicants have agreed to this deferral.

Planning Director's Recommendation

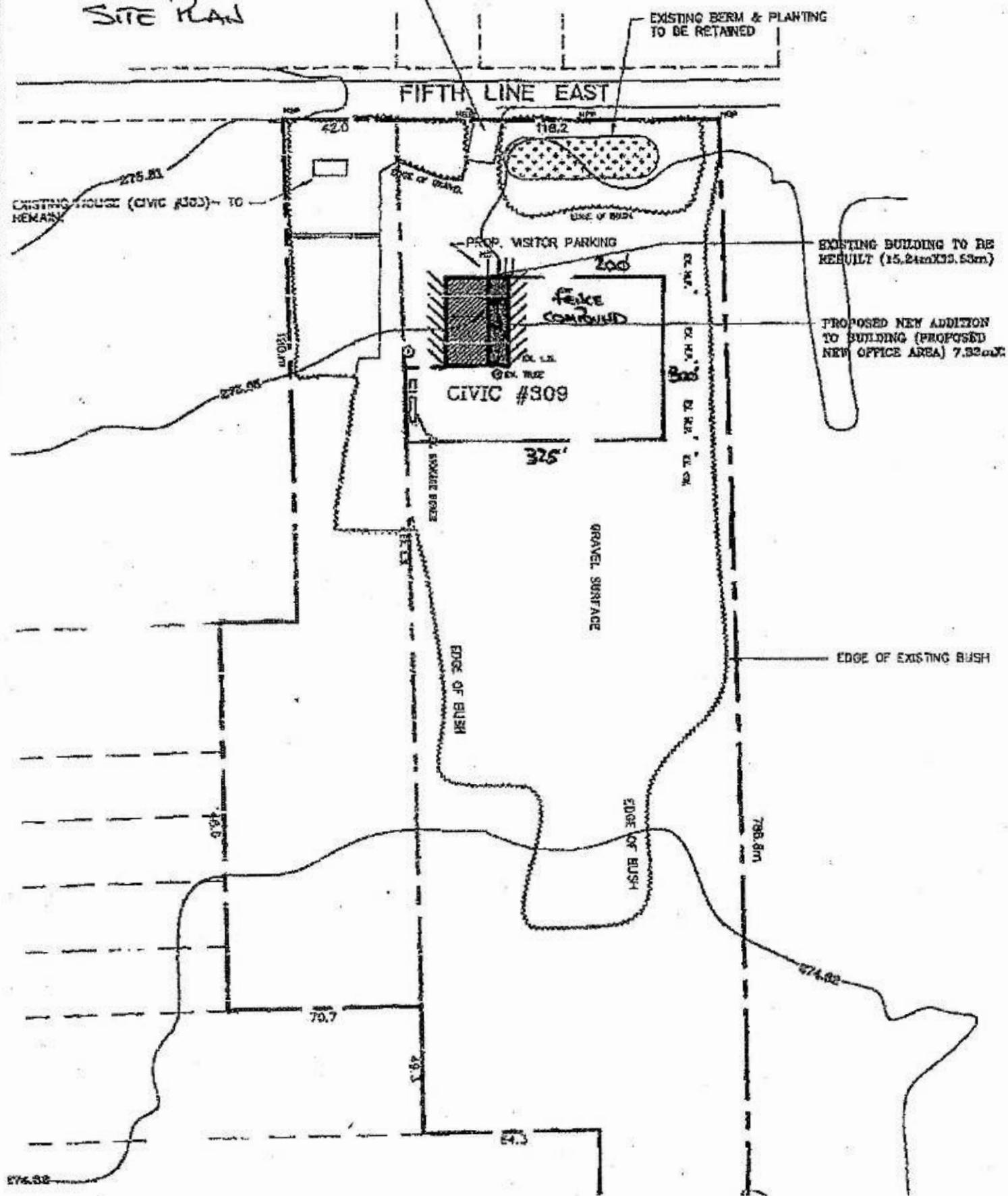
That City Council defer the application to June 27, 2011 hearing in order to allow the applicants time to hold a neighbourhood meeting.

[Signature]
RECOMMENDED BY COUNCIL
TUESDAY, MAY 31, 2011
Chief Administrative Officer

PT/pms

PUBLIC HEARING – 2011 05 30, Council Chambers, Civic Centre

Data\APPL\REPORT\11-11-Z.OP.doc

SITE PLAN

6(6)(a)



2011 05 09

Our File: A-11-11-Z.OP

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION NO. A-11-11-Z.OP
1138997 ONTARIO INC.
309 FIFTH LINE EAST

The Engineering Department has reviewed the above noted application and provides the following:

- A letter was forwarded to the owner on August 17, 2010 as attached. Unfortunately, we have not yet received a response with the pump model.
- The City requires confirmation that the proper grinder pump has been installed.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Larry Girardi, Commissioner Public Works & Transportation

(b)(a)

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 08 17

Our File: A-96-5-05

Dear Resident:

**RE: LOW PRESSURE SEWER SYSTEM AND GRINDER PUMP REQUIREMENTS
FIFTH LINE EAST FROM OLD GOULAIIS BAY ROAD TO THE LANDFILL**

I am writing to you in relation to the low pressure sewer system and grinder pump requirements for Fifth Line East.

The pump specified in the original design was listed as a GP2010 manufactured by Environment One. An information package was available at the building department counter in relation to the specified pump. However, please note that the GP2010 pump model number has recently been changed by the manufacturer. Therefore, I have attached the current information sheet that outlines the new pump model numbers.

It would be appreciated if you could forward the make and model of the pump that you have installed, to the attention of the undersigned. We will be reviewing the City sanitary sewer system and require this information. It would be appreciated if this information could be forwarded by September 7, 2010, and prior to receiving a final occupancy permit. We look forward to hearing from you.

If you have any questions, I can be contacted at 759-5380.

Sincerely,

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

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Don Maki

Attach.

Pat Schinners

From: Don Maki
Sent: April 28, 2011 11:24 AM
To: Don McConnell; Pat Schinners
Subject: Rezoning application A-11-11-Z.OP 309 Fifth Line East

Hi Don

This property has a long and tainted history. Because of non-compliance to the zoning by-law and site plan agreements neither occupancy permits were issued for the original building or the rebuild and addition after the fire in 2002. There became a new owner who was charged for an illegal use as well. This building became vacant again therefore these matters remain outstanding and should be resolved prior to rezoning of the properties. The proposed new use would not be considered a change of use under the Building Code so therefore no permits would be required however the original occupancy permit remain outstanding and the matters that remain outstanding should be rectified.

Don

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

Pat Schinners

From: Peter Tonazzo
Sent: May 04, 2011 1:29 PM
To: Pat Schinners
Subject: FW: 309 Fifth Line East

From: Jim Elliott
Sent: May 04, 2011 11:53 AM
To: Peter Tonazzo
Subject: 309 Fifth Line East

Peter Tonazzo
Planner

Subject: Request for an Amendment to the Official Plan and Zoning Bylaw
Application Number: A-11-1 1-ZOP
309 Fifth Line East

Staff from the Public Works and Transportation Department has reviewed this application and have no objections. We do however request that the applicant adhere to the Class B truck route bylaw for this portion of the Fifth Line. In addition there are left turning restrictions for trucks or buses utilizing the intersection of Fifth Line and Great Northern Road.

If you have any questions, do not hesitate to contact me at 759-5207.

Jim Elliott
Commissioner
Public Works and Transportation Department

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: May 03, 2011 11:02 AM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: REV: SSMRCA Response - A-11-11-Z.OP

May 3, 2011

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-11-11-Z.OP**
 1138997 Ontario Inc.
 309 Fifth Line East
 Sault Ste. Marie

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

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

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

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

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

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

(b)(6)(c)



Linda Lewis
310 Fifth Line East
Sault Ste. Marie, ON
P6A 5K8

May 10, 2011

M. White, City Clerk
P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

REFERENCE: Application No A-11-11-Z.OP
309 Fifth Line East

Request to Amend Official Plan and Zoning Bylaw 2205-150

RECEIVED
CITY CLERK

MAY 13 2011

NO.: 51880

DIST: Planning
Agenda file

We have received notification that a request to amend the official plan and zoning bylaw has been submitted and is scheduled to be addressed at Council on May 30th 2011. The subject property location is 309 Fifth Line East and your notice indicates the applicant (1138997 Ontario Inc) is requesting an Official Plan Amendment and a Rezoning from "RA" (Rural Area) with a Special Exception to "RA.S" (Rural Area) with an amended Special Exception to permit an electrical contractor's yard.

This property has considerable history with the City Council, Engineering & Planning Department and the neighbours on Fifth Line East. This application raises new concerns - as this is the first we are hearing of our "new" neighbour. The recent activity on the property and this notice to amend the official plan raises questions and concerns. As neighbouring properties we are cautious and somewhat anxious regarding this request for yet another land usage and special zoning application. Past experience has taught us that enforcement and policing of these "special" land usages is difficult at best. Past owners of the subject property have exceeded/abused their rights with regard to special zoning privileges and most have had little regard or respect for the agreement made between them, the City of Sault Ste. Marie and the adjacent property owners.

One concern is to understand what exactly is being requested under the term "electrical contractor's yard" and what specifically this land usage will entail. Another concern is how the prior "special exception zoning" of the property will impact this newly proposed land usage. Originally this property was designated a Rural Area on Schedule "C" of the Official Plan. Since 1996, "special exception zoning" applications have included:

- A-31-86-Z.OP - permitting a truck terminal and repair garage
- A-17-88-Z.OP - uses on site to include bulk storage and retail sale of lumber
- A-6-01-Z.OP - expansion to add a reload centre (denied)
- A-6-04-Z.OP - expansion of the existing Industrial uscs to include product distribution and warehousing of recreational vehicles.

And now we have before us an application to permit an electrical contractor's yard.

66(a)

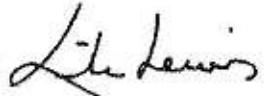
The character of the area is predominantly Rural Residential. While there are nonresident uses in the area, the majority are primarily related to the aggregate deposits (sand and gravel). A distinction can be made between the nature of the extractive industrial uses and the industrial uses being proposed in this application. Over time the natural resources will be depleted and the lands may be rehabilitated for use permitted in the Rural Area designation that is compatible with other permitted uses. The industrial use of this property through past "special exception zoning" and now this current application has been shown in the past, by evidence given at previous hearings, to have had an adverse impact on abutting residential land uses which are not consistent with the intent of the Official Plan. Examples of the impact the previous proposed land usages includes increased traffic, noise, lowered residential property values, etc.

A further concern by neighbourhood residents is based on the fact that the subject property is within an environmentally sensitive area identified as Ground Water Recharge on Schedule "B" of the Official Plan. The policies of the plan are quite restrictive with respect to land-use controls and should be considered in regard to this application. As experienced with past owners, land usages were not well monitored as was evident when one of the owners installed underground fuel storage tanks.

As a result of past issues regarding land usages, of this property, we (the neighbours) are reluctant and hesitant to agree to this re-zoning application without some further explanation and understanding with regard to the exact operation being undertaken by 1138997 Ontario Inc.

Therefore, we are requesting a meeting be arranged at a mutually agreed to time and place between the owner, the neighbours and the City's Engineering/Planning Department to discuss the proposed re-zoning application, site plan and expectations. We could address and resolve our concerns prior to presentation before City Council. If a meeting cannot be arranged we (the neighbours) suggest this application be deferred until there is an opportunity to meet and resolve any issues/concerns. I can be contacted at (705) 759-7671 to arrange a meeting, however I will be unavailable from May 16-20, 2011. Please advise if we could arrange to meet with the owner and city planning between May 24 and 27th. Thank you for your consideration of this letter.

Linda Lewis
310 Fifth Line East
Sault Ste. Marie



Leo and Mary Paulin
302 Fifth Line East
Sault Ste. Marie



Peter Tonazzo

From: Foisy, Paul [Paul.Foisy@NBPCD.com]
Sent: May 13, 2011 10:28 AM
To: Peter Tonazzo; City Clerk
Subject: Appl: A-11-11-Z OP- Fifth Line Property

Hi Peter,

I am a property owner at 700 Old Goulais Bay Road whose property is adjacent to the applicant's property.

As you are aware there has been some history with previous owners that has left a dark shadow over this property. My concern is in regards to past broken promises that the use of the property would be confined to the front (north) 1/3 of the property with agreements to tree buffers remaining in place to confine the property to the intended use and area.

The most recent occupant, John Stach, (not sure if John Stach ever owned it or not), attended a meeting with neighbours, myself included, and city planners at the Fifth Line site and made promises that he would not use the back 2/3rds of the property and would maintain the existing bush to provide a buffer to the properties in the back. He then proceeded to bring in heavy forestry equipment and cleared the middle 3rd of the property bush and also harvested all marketable timber right to the far south property line through the conservation area. His disregard for agreements and rules was then compounded when no action appeared to happen to rectify or punish his actions. I don't know who would be responsible for enforcing these agreements or for protecting the trees on the conservation area, but to my knowledge nothing has ever been done. The slash piles of debris can still be seen in the mid portion of the property. There is now a lone standing large Pine Tree in a clearing that used to be part of the forested area.

Today, I am told that the new owner has plans to use the property for an electrical contractor's yard and that he also will only be using the front portion of the property. I would like assurances that the previous wrongs on the property be rectified prior to the city accepting any amendments. I also feel that new buffers be established that would prevent any operation from encroaching on the previously agreed buffers.

If the applicant is being upfront and honest with his intended use occupying only the northerly 1/3 portion, he should not have a problem with these buffers.

I would also entertain the idea of purchasing the rear portion of the property since it has no value to the owner. Being land locked, the value would be nominal, but I could then protect the property from unintended uses.

Sincerely,

Paul Foisy
700 Old Goulais Bay Road,
Sault Ste. Marie, ON
Hm: (705) 942-7397
Wk: (705) 949-5002
Mobile: (705) 943-5002

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Ross & Karen Boston
296 Fifth Line East
Sault Ste. Marie, ON P6A 5K8
T: 705-253-1169

(66)(a)

May 12, 2011

City Clerk
The Council of the Corporation of Sault Ste. Marie
Civic Centre
P.O. Box 580
Sault Ste. Marie, ON

RECEIVED
CITY CLERK
MAY 17 2011
NO. 51884
DIST: Planning
Agenda file

Honourable Mayor Amaroso and Council Members:

**Re: Notice of Public Meeting
Application No. A-11-11-Z.OP
Location of Property 309 Fifth Line East**

In response to Application No. A-11-11-Z.OP requesting an Official Plan Amendment and Rezoning from "RA" (Rural Area) with a Special Exception to "RA.S" (Rural Area) with an amended Special Exception to permit an electrical contractor's yard we would like to express our **strong objection to this amendment.**

If this particular amendment is made to grant an electrical contractor's storage yard on Fifth Line, East this would only permit another unsightly and uncontrollable situation to take place. The wording to the amendment is vague "electrical contractor's yard". I would like to propose that that a more detailed description be drafted indicating exactly what is proposed to be stored. Possibly a needs/impact study could be requested to ascertain more definite parameters for this storage yard. A meeting could then be arranged with the affected parties to provide us with more detailed information which in turn would allow us to make a more informed decision. We want to avoid the situation of anything and everything being stored in this yard with little or no regard as to how it looks along with the possibility of material that will harm the environment.

Cont'd . . . 2

Page 2

Ross and Karen Boston
296 Fifth Line, East
Sault Ste. Marie, ON P6A 5K8
T: 705-253-1169

We have just built a new home on Fifth Line with the expectation that this rural area would not be submitted to additional industrial usages. Making exceptions to the rural designation opens the door for further exceptions and this would in turn significantly impact on the value of our home.

The additional large truck and vehicular traffic would also be increased. The condition of Fifth Line east, we believe, would be impacted by this additional traffic. Road surfaces take a beating at the best of times with our winters and frost implications and the additional heavy traffic would cause more undue stress on an already well traveled road.

At present there are already a couple of properties on Fifth Line, East that are considerable eyesores. We were advised by a building inspector that their resources are already stretched to the limit and to this end they do not have the time or resources to address and rectify already existing problems.

We have magnificent Root River with all its beauty in spring, summer, fall and winter running very close to the subject property. This beauty of nature could also be impacted by what may be stored in this yard. In good conscience we cannot jeopardize this pristine natural wonder of nature. We do enough damage to our environment already.

We have an Industrial Park close by where such a business would be better suited to locate. Let's not damage what little Rural Areas we have at present that allow people to live in a county setting close to the city.

Thank you taking our concerns into consideration.

Yours sincerely,

Ross & Karen Boston
Ross & Karen Boston



2008 ORTHO PHOTO

Planning Application A-11-11-Z-OP
309 Fifth Line East

Legend



Subject Property - 309 Fifth Line East



Subject Property - 309 Fifth Line East

Metric Scale
1 : 6500

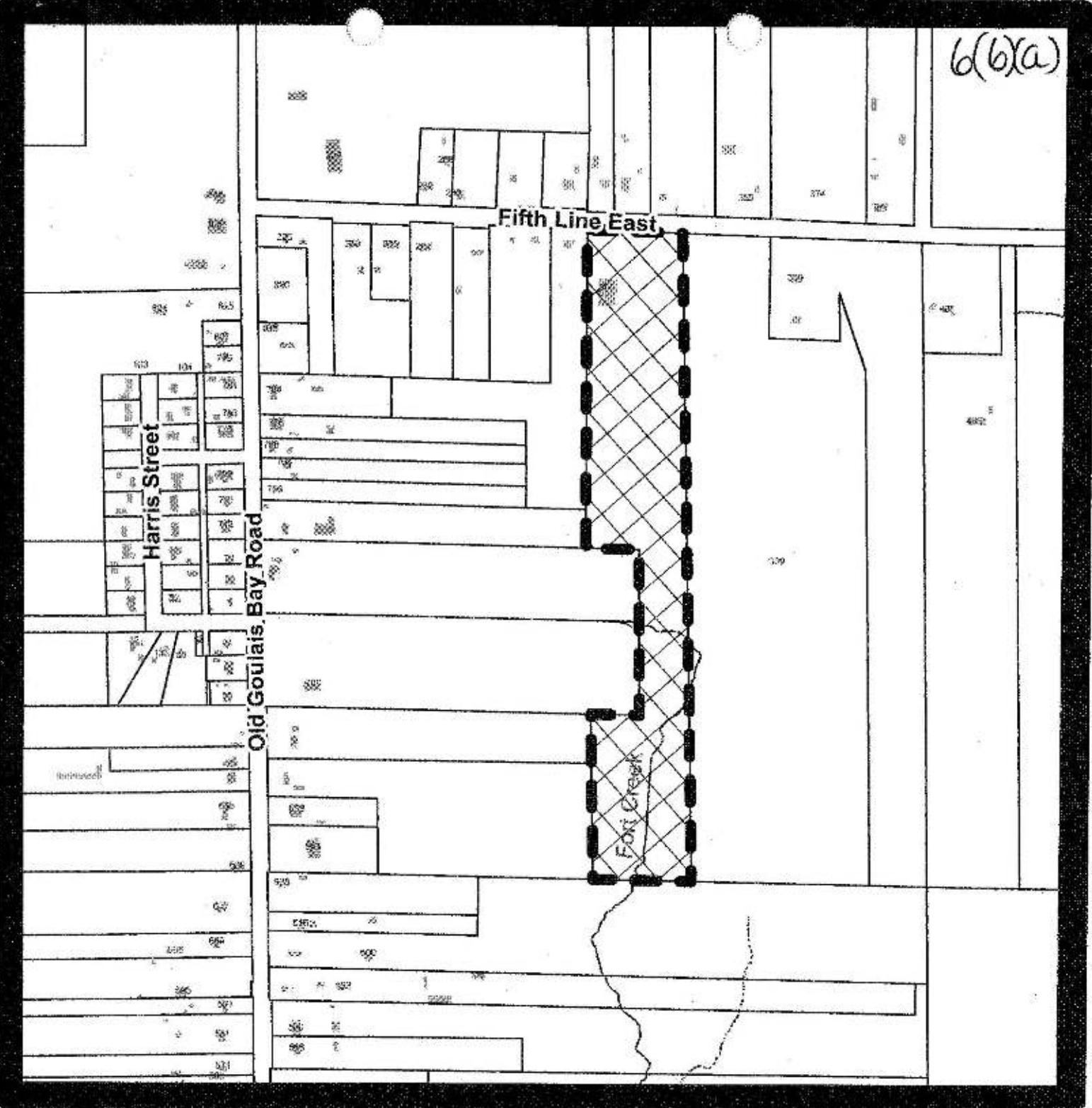
Maps
154 & 2-43

Mail Label
A-11-11-Z



April, 2011

6(6)(a)



SUBJECT PROPERTY MAP

Planning Application A-11-11-Z-OP
309 Fifth Line East

Metric Scale
1 : 6500

Maps
154 & 2-43

Legend



Subject Property - 309 Fifth Line East

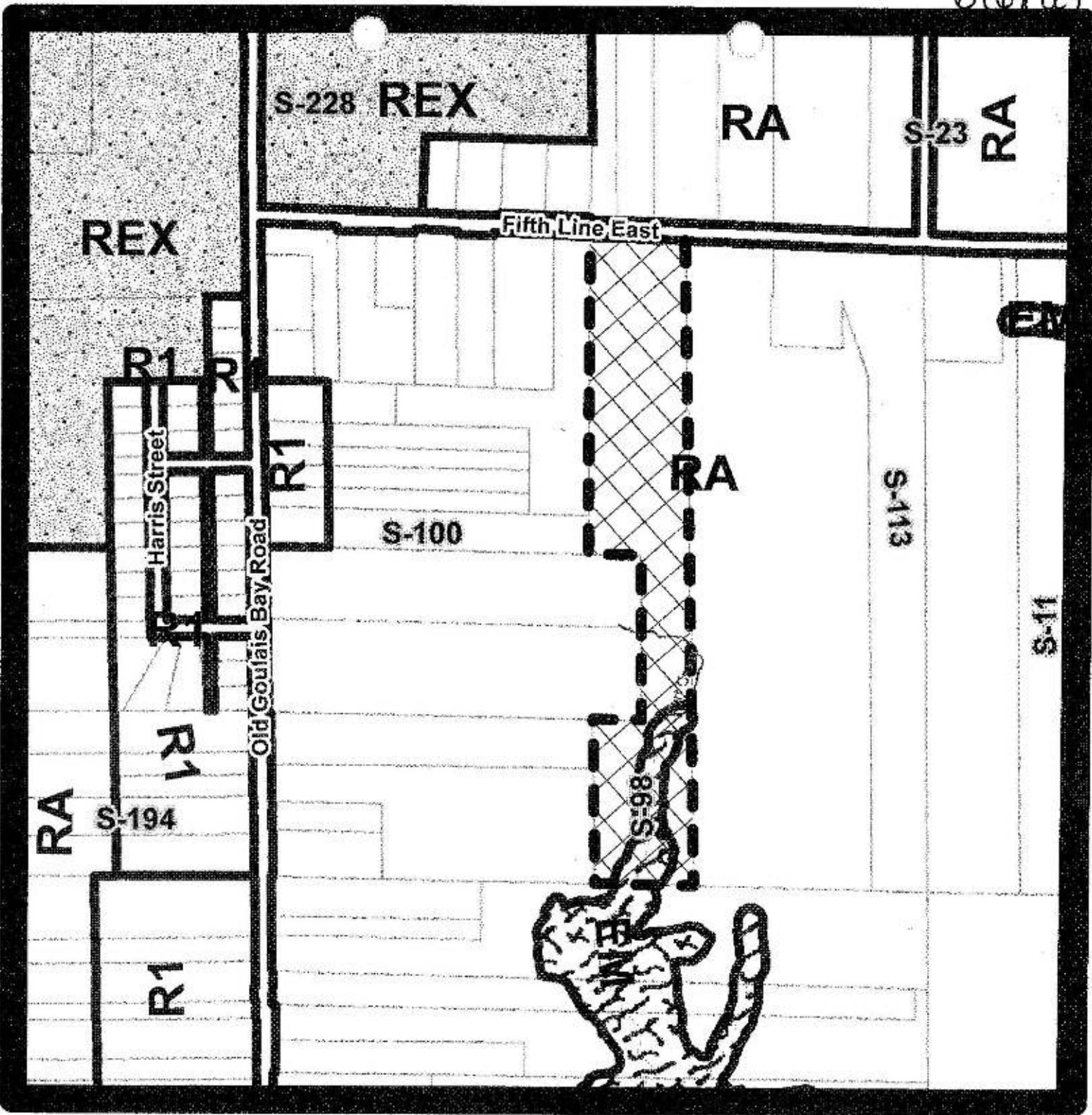


Subject Property - 309 Fifth Line East



Mail Label
A-11-11-Z

April, 2011



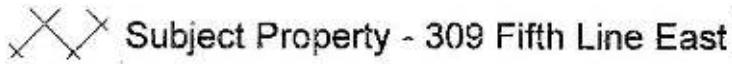
EXISTING ZONING MAP

Planning Application A-11-11-Z-OP
309 Fifth Line East

Metric Scale
1 : 6500

Maps
154 & 2-43

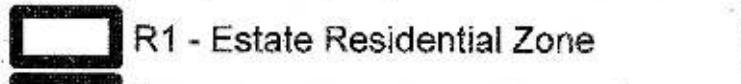
April, 2011



Subject Property - 309 Fifth Line East



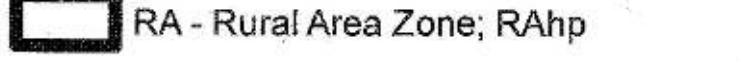
EM - Environmental Management Zone



R1 - Estate Residential Zone



REX - Rural Aggregate Extraction Zone



RA - Rural Area Zone; RAhp

S-No.=Special Exception Zoning

6(6)(b)



2011 05 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. A-12-11-Z – filed by Carolyn Gagne

SUBJECT PROPERTY: Location – Located on the south side of Grosvenor Avenue, approximately 44m (144') east of its intersection with Bruce Street, civic no. 113 Grosvenor Avenue
Size – Approximately 10m (33') frontage x 30.5m (100') depth; 1,000m² (10,764 sq. ft.)
Present Use – 2 residential units
Owner – Carolyn Gagne

REQUEST: The applicant, Carolyn Gagne, is requesting a rezoning from "R3" (Low Density Residential) zone to "R3.S" (Low Density Residential) zone with a Special Exception to permit a chiropractic office.

CONSULTATION: Engineering – No objections
Building Division – See attached letter
Legal Department – No comment
Fire Services – No objection
CSD – No concerns
Municipal Heritage Committee – No concerns
PW&T – See attached letter
Conservation Authority – No comments
Accessibility Advisory Committee – Request a Site Plan
PUC Services – No concerns

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule "C" of the Official Plan. Residential Policy 7 states that "commercial development of less than 200m² may be permitted on lands designated Residential without an Official Plan Amendment." Therefore, this request conforms to the Official Plan.

Comments

The applicant, Carolyn Gagne is requesting a rezoning to permit a chiropractic office on the main floor of 113 Grosvenor Avenue. The existing dwelling unit on the second floor will remain. Dr. Gagne's practise consists of one Chiropractor and one part-time Natural Health Councillor.

The subject property is located at the edge of a commercial node at the Bruce Street and Grosvenor Avenue intersection. A former church, which is currently being utilized as a residence abuts the subject property to the west, and the Bruce Street Beer Store abuts the property to the south. A residence occupies the abutting property to the east.

The layout of the subject property is a classical design reminiscent of a time when homes were located close to the street and vehicular access was provided by laneways to the rear. The subject property does not have a driveway onto Grosvenor Ave, therefore vehicular access and parking will be located behind the building adjacent to the Beer Store parking lot. Access to the chiropractic clinic (main floor) will be from the rear door, while the apartment on the second floor will continue to be accessed from the front door. By keeping the parking and commercial access to the rear of the building, the residential character of Grosvenor Avenue will be maintained.

There are three on-site parking spaces within the rear yard. The applicant has also secured a ten year agreement (attached) with the Beer Store to provide an additional three parking spaces. The provision of six parking spaces will adequately support the proposed chiropractic clinic and existing second floor dwelling unit.

Correspondence from the Building Division notes that a 'Change of Use Permit' will be required. Upgrades with respect to fire safety and structural floor loading may also be required to support a change of use permit application. The applicant is urged to hire a qualified designer to determine Ontario Building Code compliance prior to filing for building permits.

Public Works and Transportation wishes to note to the applicant that the City will not be responsible for maintaining any portion of the laneway behind the subject property, including snow removal during winter months. The laneway is currently maintained by the Beer Store during winter months.

To date, 2 letters of objection have been received. Mrs. Field's correspondence raises the following concerns:

1. Lack of Parking – A total of six parking spaces will be provided behind the building, which is adequate to support the intended chiropractic and dwelling unit uses.
2. Pick up and Drop off Area – The neighbour is concerned that major traffic impacts will result from people stopping in front of the building to drop off or pick up patients. Given that the rear door will be the door utilized by the public to access the building, it is likely that most if not all pick-up and drop-off traffic will utilize the rear laneway rather than this part of Grosvenor Avenue. The applicant has also noted that she will remind patients to utilize the rear parking area. This portion of Grosvenor Avenue is also posted with no parking signs.
3. Commercial Encroachment Into a Residential Area – The neighbour is concerned that the introduction of a commercial use could negatively impact the residential character of this neighbourhood. The applicant's proposal would maintain a residential dwelling on the second floor, and the proposed chiropractic clinic is a small, low volume use. The small size of the existing building is also a limiting factor to the size and scope of the commercial activities that can be conducted from the site.

The proposed use should not have a negative impact upon the residential character of the area. Apart from a small sign, there will be no outward appearance of a commercial use conducted from the property, as parking and access will be located at the back of the building adjacent to the commercial property occupied by The Beer Store. Traffic impacts will be negligible as traffic generated from the use will be minimal and this portion of Grosvenor experiences high volumes of traffic.

4. Accessibility Concerns – Correspondence from the neighbour also expresses concerns over 'handicap access'. The applicant has indicated that a ramp will be constructed to the rear entrance to ensure accessibility. It is also noted that among other things, accessibility and barrier free design provisions of the Ontario Building Code must also be adhered to.

Mr. Brush who owns the abutting property to the east has also raised several concerns, primarily relating to parking and commercial patrons utilizing his property.

As previously mentioned, the subject property does not have a driveway onto Grosvenor Avenue. Mr. Brush notes historical problems with people utilizing his driveway to park when attending the subject property or utilizing his property to get from the rear parking area to the front door of the building. As per the applicant's site plan attached, a 1.8m (6') visually solid fence is proposed along the common lot line between 113 and 115 Grosvenor Avenue, and connected to the southeast corner of the building on the subject property. This fence will effectively buffer the parking area from the abutting residential rear yard, and act as a barricade to ensure that the public is not using Mr. Brush's property to access the front of the building from the rear, or vice versa.

SUMMARY

The character of the area is a mixture of commercial and residential. The abutting Beer Store property dominates the rear yards of the homes along this portion of Grosvenor Avenue. Given the innocuous nature of the proposed use, and the low volumes of traffic that are expected, the chiropractic clinic will not negatively impact neighbouring property owners.

Impacts to residences on the north side of Grosvenor Avenue will be negligible, as patients to the clinic will park and enter the building from the rear. The existing apartment on the second floor will continue to utilize the front door.

In maintaining the residential character, it is recommended that front yard signage be restricted to an area that is not greater than $0.2m^2$ (2 sq.ft.), which is consistent with the sign regulations pertaining to home based businesses.

It is also recommended that the applicants be required to construct and maintain a 1.8m (6') fence along the common lot line between 113 and 115 Grosvenor Avenue. The fence will serve as a buffer and a barrier to prevent people from cutting through the neighbour's property.

Planning Director's Recommendation

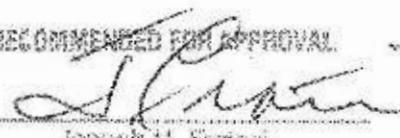
That City Council approve the application and rezone the property from "R3" (Low Density Residential) zone to "R3.S" (Low Density Residential) zone with a Special Exception to permit a Chiropractic Clinic, in addition to the uses permitted in an "R3" zone, subject to the following provisions:

1. That the required parking for the Chiropractic Clinic and dwelling be set at six spaces, three of which may be provided on 250 Bruce Street.

6(6)(b)

2. That a 1.8m visually solid fence be constructed along the common lot line between 113 and 115 Grosvenor Avenue, commencing from the southeast corner of the property north along the lot line, then west to the southeast corner of the existing building upon the subject property.
3. That signage on the front yard be restricted to not more than one sign totalling not more than 0.2m² (2 sq.ft.).

RECOMMENDED FOR APPROVAL



Joseph M. Probst
Chief Administrative Officer

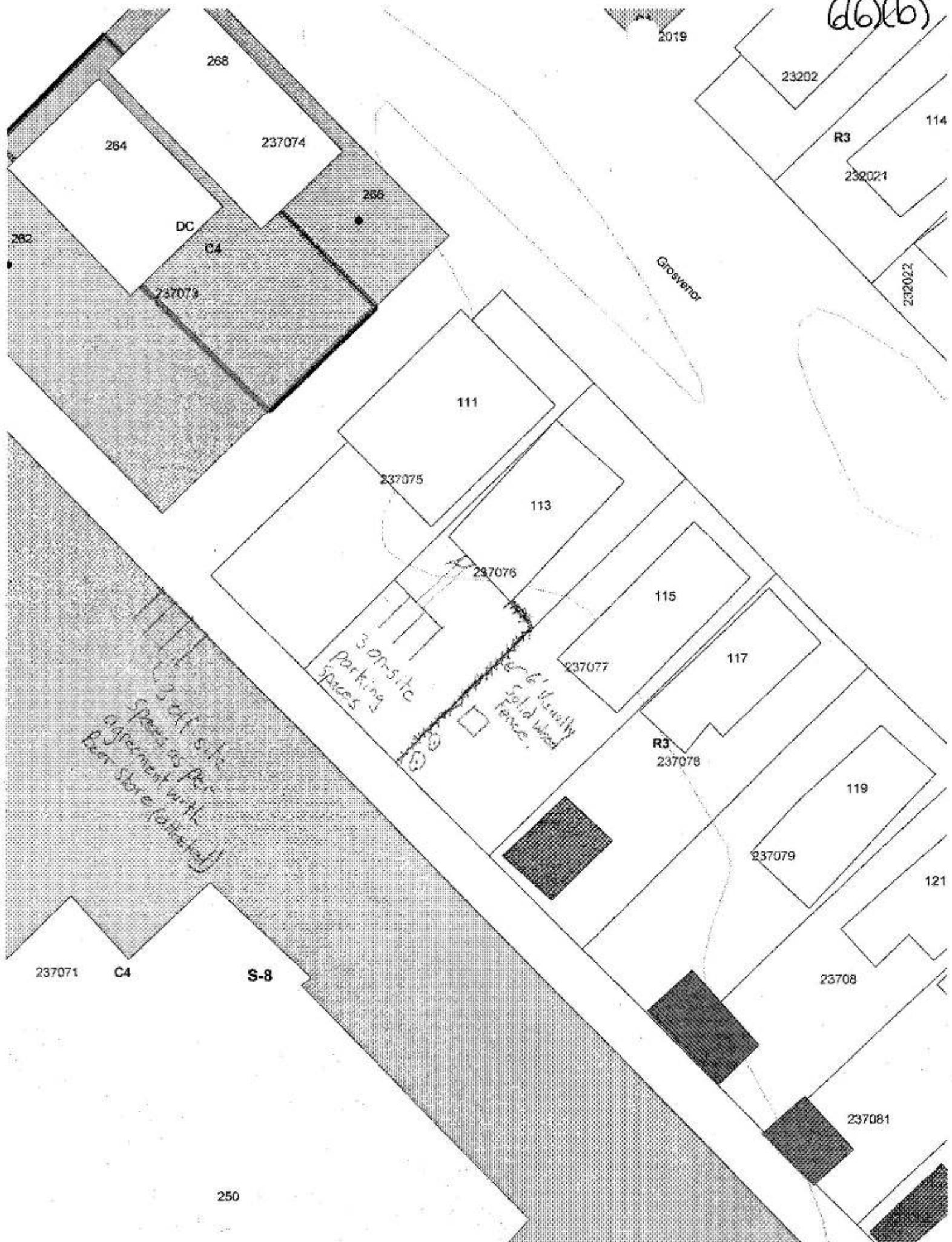
PT/pms

PUBLIC HEARING – 2011 05 30, Council Chambers, Civic Centre

Data\APPLIREPORT\12-11-Z.doc

(d)(b)

2019



(d)(b)

April 20, 2011

To whom it may concern,

This letter is to confirm that we at The Beer Store, located at
250 Bruce St., give Dr. Carolyn Gagne permission to use 3 parking spaces for her
office at 113 Grosvenor beginning July 1, 2011 until July 1, 2021, inclusively.

Signed: CHG

Date: Apr 21/11

6(6)(b)

Pat Schinners

From: Don Maki
Sent: April 28, 2011 1:12 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning application A-12-11-Z 113 Grosvenor Avenue

Hi Don

A review of our file has revealed no issues with this property. The proposed rezoning of the property would change the use of the building. A change of use permit would be required to be obtained for the proposed use. Upgrades with respect to fire safe and structural floor loading may be required. This proposal should be reviewed by a qualified designer to determine Building Code compliance prior to filing for building permits.

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

Pat Schinners

From: Peter Tonazzo
Sent: May 04, 2011 1:27 PM
To: Pat Schinners
Subject: FW: 113 Grosvenor Ave

From: Jim Elliott
Sent: May 04, 2011 9:22 AM
To: Peter Tonazzo
Subject: 113 Grosvenor Ave

Peter Tonazzo
Planner

Subject: Request for Rezoning
Application Number: A12-11-Z
113 Grosvenor Ave

I have reviewed the application for 113 Grosvenor concerning the changing of the zoning bylaw to allow a chiropractors office to be located at this address.

It is noted that that is being proposed to have three on-site parking spaces at the back of the building as well as there is an agreement for three parking spaces off-site on the Beer Store property.

The laneway that runs across the back of these properties is an unmaintained laneway that is not plowed during the winter or maintained during the summer months. If the rezoning is approved and the owner is to allow to utilize the proposed parking, it should be understood that the Public Works and Transportation Department will not be responsible for maintaining any portion of that laneway either during the summer months or winter season.

If you have any questions, do not hesitate to contact me.

Jim Elliott
Commissioner
Public Works and Transportation Department

(b)(6)

May 12/2011

RECEIVED
CITY CLERK

MAY 12 2011

NO. 51877

DIST. Planning

RE: Application NO. A-12-11-Z

113 Grosvenor Ave.

Rezoning Special Exception

I wish to object to this rezoning for the following reasons:

- There is no possibility to provide parking for chiropractic patients
- No possibility of providing handicap access
- I am concerned about pick up & drop off traffic in this area as there is a bus stop directly across from the above address on the north side of Grosvenor & this street is narrow. MacDonald Ave is a secondary East/West Artery & ~~Grosvenor~~ this block of Grosvenor is a natural extension of MacDonald Ave to Bruce St. & also to a much lesser degree a secondary North/South artery to the downtown area.
- This is an old neighbour hood but in recent years the houses are being refurbished & younger families are moving in, (2 families on this lot block with young children in the past year) and I want it to remain residential - No exceptions. I would like to be notified if the above application is adopted.

(over)

6(6)(b)

PATRICIA D. FIELD
118 GROSVENOR AVE.
SAULT STE. MARIE, ONT
(705) 254-2248
POSTAL CODE P6B 2M1

Thankyou.

Patricia D. Field

Delivered by hand

6(6)(b)

From: Gary Brush
Sent: Thursday, May 19, 2011 9:32 PM
To: Gary Brush
Subject: APPLICATION NO. A-12-11-Z - A request to amend zoning by-law
2005-150 filed by Carolyn Gagne

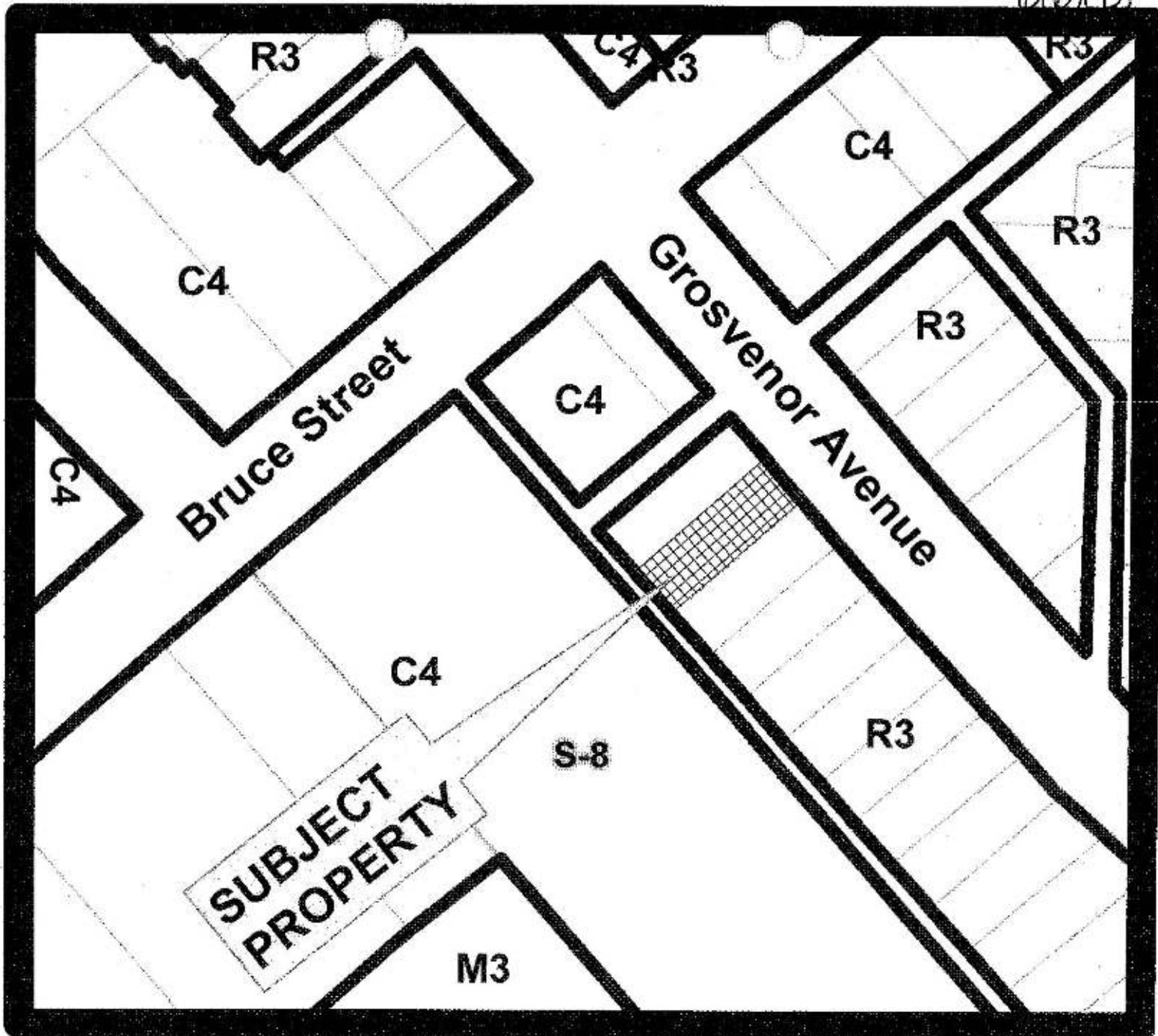
M. White, City Clerk, Sault Ste. Marie, Ontario

Please accept this letter as a written submission objecting to APPLICATION NO. A-12-11-Z to rezone the property at 113 Grosvenor Ave. from residential to commercial to permit a chiropractic office. I object because these lots are only 100 by 33 feet wide with no room for parking on either side except in my driveway at 115 Grosvenor Ave. which will be constantly occupied by public traffic night and day if rezoning is allowed. Unless surveyed and fenced in, the public automatically assumes that commercial property is public property after commercial hours so this is not going to be a quiet, residential neighborhood at 113 and 115 Grosvenor Ave. anymore. What it means is that retired people like myself and my neighbors are going to be fighting all night long to keep the peace if this commercial rezoning is allowed to take place. There is also the ugliness of commercial signs, the degradation of residential property by public misuse, and the possibility of people getting killed by falling ice when illegally double parked at the front entrance and trying to walk around the side of the house to the back entrance.

I strongly urge that City Council reject this proposal.

Thank you.

Gary Brush
115 Grosvenor Ave.



EXISTING ZONING MAP

Planning Application A-12-11-Z

113 Grosvenor Avenue

Subject Property = 113 Grosvenor Avenue

Maps
27 & 1-16

R3 - Low Density Residential Zone

Mail Label ID
A-12-11-Z

C4 - General Commercial Zone



M1 - Light Industrial Zone

Metric Scale
1 : 1000

M3 - Heavy Industrial Zone

S-No. = Special Exception Zoning

April, 2011



2008 ORTHO PHOTO

Planning Application A-12-11-Z

113 Grosvenor Avenue



Subject Property = 113 Grosvenor Avenue

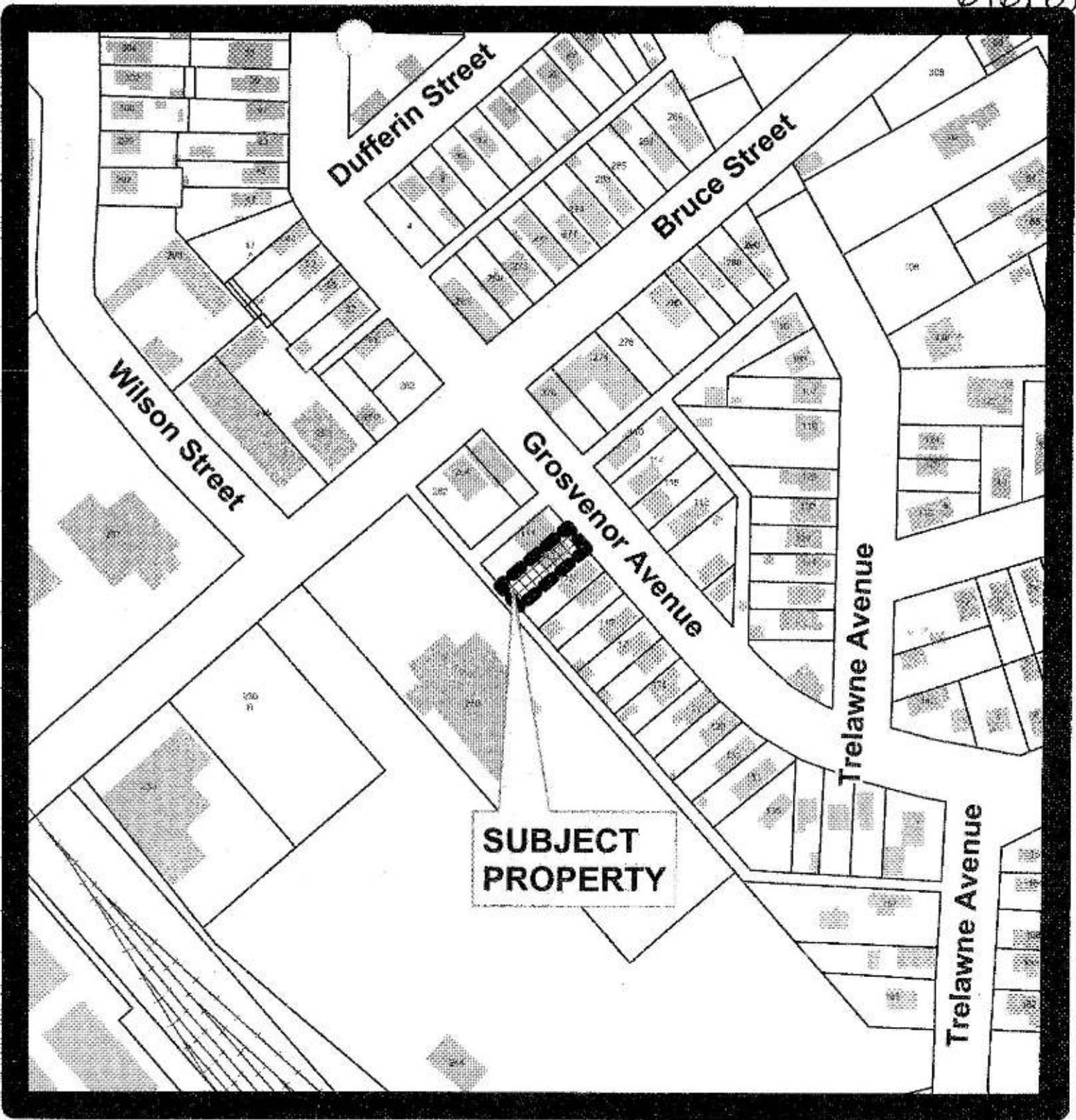
Maps
27 & 1-16

Mail Label ID
A-12-11-Z

Metric Scale
1 : 1200

April, 2011





SUBJECT PROPERTY MAP

Planning Application A-12-11-Z

113 Grosvenor Avenue



Subject Property = 113 Grosvenor Avenue



Subject Property = 113 Grosvenor Avenue

Maps
27 & 1-16

Mail Label ID
A-12-11-Z

Metric Scale
1 : 1800



April, 2011

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-99

AGREEMENT: (O.1.1.3) A by-law to authorize the execution of a funding agreement for infrastructure projects between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for project 6095 – Rehabilitation of the Sewage Collection and Treatment System.

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. **EXECUTION OF DOCUMENT**

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" attached hereto, dated May 30, 2011 and made between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for project 6095 – Rehabilitation of the Sewage Collection and Treatment System.

2. **SCHEDULE "A"**

Schedule "A" 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 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-99 Agreement Minister of Agriculture

NOTICE

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

Schedule A

Water**ONTARIO SMALL TOWN AND RURAL DEVELOPMENT (OSTAR)
INFRASTRUCTURE INITIATIVE**

Round 1

FUNDING AGREEMENT FOR INFRASTRUCTURE PROJECTS

Ministry of Agriculture Food and Rural Affairs

File Number: 6095

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

referred to herein as the "Ministry"

AND:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

referred to herein as the "Recipient"

WHEREAS the Government of Ontario is investing in Ontario's infrastructure;**AND WHEREAS** the purpose of the OSTAR Infrastructure Initiative is to improve the quality of infrastructure in Ontario's small towns, rural communities and small cities;**AND WHEREAS** the priority for Round 1 of OSTAR is addressing public health and safety issues;**AND WHEREAS** the objectives for the OSTAR Infrastructure Initiative include addressing infrastructure investment needs, including public health and safety priorities, investing in strategic infrastructure projects that support rural and urban economic development, finding new and better ways to finance and deliver infrastructure, including greater use of public-private partnerships and improving infrastructure planning and management;**AND WHEREAS** Round 1 consists of two options. Under Option 1, Recipients may choose to apply for funding to comply with Ontario Regulation 170/03 made pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, Chap. 32 or with orders from the Ministry of the Environment for capital works that go beyond the current Certificate of Approval for water treatment facilities. Under Option 2, Recipients that are in compliance with or have committed to be in compliance, with Ontario Regulation 170/03 made pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002,

Chap. 32 or with orders from the Ministry of the Environment may apply for funding for other infrastructure projects to address public health and safety issues;

AND WHEREAS the purpose of the Canada-Ontario Infrastructure Program is to improve urban and rural municipal infrastructure in Canada and Ontario through investments that enhance the quality of Canada's environment, support long-term economic growth, improve community infrastructure and build 21st century infrastructure through best technologies, new approaches and best practices;

AND WHEREAS the Recipient has chosen to apply for Financial Assistance for the capital work to meet the health-based standards and minimum level of treatment requirements;

AND WHEREAS the OSTAR Infrastructure Initiative is being administered by the Ministry;

AND WHEREAS the Parties entered into a P-Agreement on March 18, 2002;

AND WHEREAS the Parties amended the P-Agreement several times to extend its expiry date;

AND WHEREAS the P-Agreement, through no fault of the Parties, lapsed and therefore needs to be "revived" in order to allow the Recipient to complete the Project and allow the Ministry to make final payment(s) to the Recipient as well as release any holdback currently being held;

AND WHEREAS the Parties agree that the best way to address this issue is to have this Agreement come into effect the second before the P-Agreement expired on March 31, 2010;

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project; and

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project
- Schedule "C" - Eligible Costs
- Schedule "D" - Budget
- Schedule "E" - Project Schedule
- Schedule "F" - Financial Assistance
- Schedule "G" - Federal Requirements
- Schedule "H" - Additional Provisions
- Schedule "I" - Communications Requirements
- Schedule "J" - Progress Report
- Schedule "K" - Claim Report
- Schedule "L" - Expenditure Report

Schedule "M" - Final Report

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IN WITNESS WHEREOF, the Ministry and the Recipient have respectively executed and delivered this Agreement on the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs by:

Name: Carol Mitchell
Title: Minister

Date

**MUNICIPALITY NAME: THE CORPORATION OF THE CITY OF SAULT STE.
MARIE**

Name: Debbie Amaroso
Title: Mayor

May 30, 2011

Date

Name: Malcolm White
Title: City Clerk

May 30, 2011

Date

I/we have authority to bind the Recipient

Affix
Corporate
Seal

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless there is something in the subject matter or context inconsistent therewith:

"Act" means *Freedom of Information and Protection of Privacy Act* (Ontario).

"Adjust the Financial Assistance" means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative, or any other provincial program(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of this Agreement.

"Budget" means the Project budget set out in Schedule "D" hereto.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Communication Requirements" means the communication requirements set out in Schedule "I" hereto, or as directed by the Ministry from time to time.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a Contract between a recipient and third party whereby the latter agrees to contribute a product or service to a Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a crown agency as defined in the *Crown Agency Act* (Ontario).

"Eligible Cost" has the meaning given to it in Section 3 of this Agreement and Schedule "C".

"Effective Date" means the second before the P-Agreement expired on March 31, 2010.

"End of Financial Assistance Date" means March 31, 2011.

"Environmental Contaminant" means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), the *Environmental Assessment Act* (Ontario), the *Ontario Water Resources Act*, the *Canadian Environmental Protection Act 1999*, the *Canadian Environmental Assessment Act*, the *Fisheries Act* (Canada) and the *Navigable Waters Protection Act* (Canada).

"Event of Default" has the meaning given to it in Section 15 of this Agreement.

"Expiration Date" means March 31, 2012.

"Federal Maximum Financial Assistance" has the meaning set out in Schedule "F" hereto.

"Federal Share" has the meaning set out in Schedule "F" hereto.

"Final Report" has the meaning given in section 6.4 of this Agreement.

"Final Report Date" means June 30, 2011.

"Financial Assistance" means the funds to be advanced by the Ministry to the Recipient pursuant to this Agreement.

"Fiscal Year" means the period beginning on April 1 of a year and ending on March 31 of the following year.

"Generally Accepted Accounting Principles" means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants, applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.

"Licensed Marks" has the meaning given to it in Section 13 of Schedule "A" and Section 7 of Schedule "G" (where applicable) to this Agreement.

"Maximum Financial Assistance" has the meaning set out in Schedule "F" hereto.

"Ministry" has the meaning given to it on the first page of this Agreement.

"Municipality" means a municipality as defined in the *Municipal Act, 2001* (Ontario) and also includes local services boards as defined in the *Northern Services Boards Act* (Ontario) and other appropriate local authorities in unorganized areas.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "F" hereto.

"Ontario Share" has the meaning set out in Schedule "F" hereto.

"OSTAR Infrastructure Initiative" has the meaning given to it on the first page of this Agreement.

"P-Agreement" means the Agreement entered into by the Parties on March 18, 2002.

"Parties" mean the Ministry and the Recipient.

"Payment Certifier" means a payment certifier as defined in the *Construction Lien Act* (Ontario).

"Progress Report" has the meaning given to it in Section 6.1 of this Agreement.

"Project" means the project described in Schedule "B" hereto.

"Project Schedule" means the schedule set out in Schedule "E" hereto.

"Quarterly Reporting" has the meaning given to it in Section 4.3 of Schedule "A" hereto.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Senior Government Share" has the meaning set out in Schedule "F" hereto.

"Substantially Performed" has the meaning set out in and shall be determined in accordance with subsection 2(1) of the *Construction Lien Act* (Ontario).

"Total Eligible Costs" has the meaning set out in Schedule "F" hereto.

1.2 *Herein, etc.* The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.

1.3 *Currency.* Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

1.4 *Statutes.* Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the

effect of supplementing or superseding such statute or regulations.

- 1.5 ***Gender, singular, etc.*** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 1.6 ***Ministry Approvals.*** Any reference to, or requirement for, the approval of the Ministry in this Agreement or in any schedule shall be deemed to require the prior and express written approval of the Ministry.

SECTION 2 TERM OF AGREEMENT

- 2.1 ***Retroactive effective date of the Agreement.*** This Agreement shall be retroactively effective to the second before the P-Agreement expired on March 31, 2010
- 2.2 ***Referential Incorporation of Certain Schedules From P-Agreement Into This Agreement.*** Schedules “B”, “D”, “E” and “H” of the P-Agreement are referentially incorporated into this Agreement as they read immediately before the Effective Date of this Agreement.
- 2.3 ***Term of Agreement.*** Subject to any extension or termination of this Agreement or survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the Effective Date, up to and including the Expiration Date.
- 2.4 ***End of Financial Assistance Date.*** Notwithstanding anything in this Agreement, and regardless of the Project’s state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

SECTION 3 ELIGIBLE COSTS

- 3.1 ***Eligible Costs.*** In order for a cost or expenditure to be eligible for Financial Assistance (an “Eligible Cost”) pursuant to this Agreement, the cost or expenditure must:
 - a) be reasonable;
 - b) be directly related to the Project described in Schedule “B”. For greater certainty, where Schedule “B” identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible;
 - c) be specifically identified in the Budget;

- d) be a cost or expenditure that would not otherwise have been incurred by the Recipient;
- e) have been incurred after August 10, 2000 for the Ontario Share of Financial Assistance and after October 25, 2000 for the Federal Share of Financial Assistance and in both cases no later than March 31, 2010, except where otherwise expressly approved by the Ministry; and
- f) be an actual cash outlay to third parties at arm's length from the Recipient for work actually performed that can be documented through paid invoices or receipts.

3.2 Discretion of Ministry. Subject to Section 3.1, the eligibility of any items not listed in Schedule "C" to this Agreement will be determined in accordance with the Ministry policies and guidelines. The final eligibility of items claimed is at the sole discretion of the Ministry. The Recipient should consider consulting with Ministry staff when in doubt over specific items prior to making expenditures.

3.3 Retention of Receipts. The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be available to the Ministry when requested and maintained by the Recipient for audit purposes.

3.4 Ineligible Costs. Notwithstanding anything else contained herein, the following costs and expenditures are not eligible for Financial Assistance pursuant to this Agreement:

- a) any portion of the works which, in the opinion of the Ministry, does not relate to the infrastructure problems that cause an immediate and serious issue for human health or the environment (for example, costs related to accommodating growth are not eligible);
- b) costs claimed under another Ministry or federal contribution program, provincial contribution program or joint federal/provincial contribution programs except for claims to the Northern Ontario Heritage Fund Corporation; and
- c) costs claimed on another project under the OSTAR Infrastructure Initiative. Costs applicable to more than one project must be split or prorated.

3.5 Deemed ineligible. The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.

- 3.6 ***Clarification.*** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 ***Use of Financial Assistance.*** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 ***Basis of pay-out of Financial Assistance.*** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "F".
- 4.3 ***Quarterly Reporting.*** The Recipient is required to submit quarterly cashflow reports to the Ministry as provided for in Section 6.3 on or before June 15th, September 15th, December 15th and March 15th of each Fiscal Year prior to the Ministry releasing any Financial Assistance.
- 4.4 ***Funds advanced.*** If Financial Assistance is provided by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, remains the property of the Ministry and must be held by the Recipient in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with either a Progress Report or a Final Report must meet the requirements of this Section.
- 4.5 ***Maximum Financial Assistance.*** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance.
- 4.6 ***Excess funds.*** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.7 ***Interdependent projects.*** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

- 4.8 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.10 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.11 Goods and Services Tax or Harmonized Sales Tax.** The Financial Assistance is based on the net amount of goods and services tax or the harmonized sales tax (as the case may be) to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.12 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.13 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the Ministry may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A" of this Agreement.

SECTION 5 PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.

- 5.2 ***Ministry not responsible for implementation.*** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
- 5.3 ***Ministry not responsible for costs.*** The Ministry shall not be responsible for any costs associated with the operation, maintenance and repair of the Project nor for any claims as arising from the tender and bidding process.
- 5.4 ***Behaviour of Recipient.*** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.
- 5.5 ***Competitive process.*** The Recipient shall acquire all equipment, services and supplies required for the Project through a competitive process that ensures the best value for funds expended. For equipment, services and supplies the estimated cost of which exceeds \$25,000.00 the Recipient shall obtain at least three written quotes unless:
- the expertise the Recipient is purchasing is specialized and is not readily available; or
 - the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 ***Competitive tender.*** Except as otherwise approved by the Ministry, all portions of the construction component of the Project (including materials and equipment) shall be competitively and openly tendered, as deemed by the Ministry, to competent contractors capable of completing the construction component of the Project, and the contract will be awarded to the lowest qualified bidder or, where the bid price is not the sole specified selection criterion, the highest ranked bidder.
- 5.7 ***Trade Agreements.*** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with all of the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 and 5.6 of this Agreement and the requirements referenced in this Section 5.7, the requirements referenced in this Section 5.7 shall apply.
- 5.8 ***Long-term capital management plan.*** The Recipient shall prepare and update annually thereafter a long-term capital asset management plan which outlines how the Recipient intends to meet its financial and other commitments for maintaining the asset on an ongoing basis, including plans to recover the full operating costs through service charges where appropriate. Upon request, the Recipient shall provide to the Ministry a copy of the current long-term capital management plan.

5.9 **Final claims.** The Recipient shall submit the final claims with the required documentation for approval, cost reviews, audits and settlement within 3 months of completion of the Project and no later than the Final Report Date or such longer period as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request, the required documentation for approval, cost reviews and audits on an interim basis.

SECTION 6 REPORTING REQUIREMENTS

6.1 **Quarterly Submission.** Every quarter the Recipient shall submit a series of reports for the Project to the Ministry, which shall be referred to in the aggregate as the "Quarterly Submission", on or before June 15th, September 15th, December 15th and March 15th of each Fiscal Year, as requested by the Ministry, and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. For bridge infrastructure projects, additional submissions may be required during the design phase of the Project, as described in Schedule "H". All Quarterly Submissions shall be in a form satisfactory to the Ministry and shall include the following reports:

1. **Progress Report.** The Recipient shall provide the Ministry with a report in the form set out in Schedule "J" (the "Progress Report") which shall contain sufficient information to allow the Ministry to assess the progress of the Project. The Progress Report shall be in a form satisfactory to the Ministry and shall include:

- a) a detailed description of the progress of the Project to the date of the report;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying the percentage of the Project completed;
- d) details of any variance from the Project, the Budget and/or the Project Schedule; and
- e) any other information respecting the Project that may be requested by the Ministry.

2. **Claim Report.** The Recipient shall provide the Ministry with a report in the form set out in Schedule "K" (the "Claim Report") on the invoices received and paid for the Project as at the date of the payment request which shall contain sufficient information to allow the Ministry to assess the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and Milestones. The Claim Report shall be in a form satisfactory to the Ministry and shall include:

- a) an invoice summary, in the form prescribed by the Ministry;
- b) a list of the vendor from which the invoice was received;
- c) a description of the type of work performed for each invoice; and
- d) when requested, all original invoices and receipts for the Project.

3. ***Expenditure Report.*** The Recipient shall provide the Ministry with a report in a form set out in Schedule "L" (the "Expenditure Report") which shall contain sufficient information to allow the Ministry to assess the accrued and projected cash requirements of the project. The Expenditure Report shall be in a form satisfactory to the Ministry and shall include:

- a) a summary of actual accrued expenditures from onset of the Project to current date; and
- b) a summary of projected expenditures from current date to the project completion date.

6.2 ***Annual Financial Statement.*** Within 30 days of March 31 of each year in which Eligible Costs are incurred, the Recipient shall provide to the Ministry an interim unaudited "Annual Financial Statement" showing Project expenditures and revenue, prepared by a qualified person.

6.3 ***Final Report.*** Within three months of the Project becoming Substantially Performed and no later than the Final Report Date or such longer period as is specified in writing by the Ministry, the Recipient shall submit to the Ministry a final report for the Project in the form set out in Schedule "M" (the "Final Report") and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The final report shall be in a form satisfactory to the Ministry and shall include:

- a) a detailed description of the Project as completed, including photographs;
- b) particulars of how the Communication Requirements have been implemented or applied;
- c) a final unaudited financial statement showing Project expenditures and revenue, prepared by a qualified person;
- d) a certificate by a Payment Certifier or the chief financial officer of the Recipient certifying that the Project has been Substantially Performed;
- e) an invoice summary, in the form prescribed by the Ministry;
- f) when requested, all original invoices and receipts for the Project;

- g) details of any variance from the Project, the Budget and/or the Project Schedule; and
- h) any other information respecting the Project that may be requested by the Ministry, including, but not limited to, audited financial statements.

Upon receipt of the Final Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.

- 6.4 Subsequent report.** Within 18 months and no earlier than 12 months from the Project becoming Substantially Performed, the Recipient shall provide to the Ministry a report indicating how the Project's objectives identified in the OSTAR Initiative, Round 1 Application process have been achieved.

SECTION 7 RECORDS AND AUDIT

- 7.1 Separate records.** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for 3 years after the final settlement of accounts referred to in section 5.9 of Schedule "A" of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 Provide records to Ministry.** The Recipient shall make available and provide, upon request, at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses) all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and consultants relating to the Project or any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as deemed by the Ministry, of the Project or any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative, or any other provincial program(s); such material to be provided to the Ministry and other ministries of the Province of Ontario as may be requested from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Province of Ontario, as applicable.
- 7.3 External auditor.** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A" of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry. The Recipient shall ensure that any auditor who conducts an audit

pursuant to this section of the Agreement or otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.

- 7.4 ***Information.*** The Recipient shall supply, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry, its agents and employees, including the Provincial Auditor's Office, shall be allowed access to the Recipient's premises and staff and to the site to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.
- 7.5 ***Information condition precedent for payment.*** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1 ***Allowable Financial Assistance.*** Funds advanced to the Recipient prior to settlement in accordance with Section 5.9 of Schedule "A" of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "Allowable Financial Assistance"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2 ***Deduction of overpayment.*** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 made on the Project from financial assistance payable on any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative or other provincial Initiative(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative or other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance owing on the Project.
- 8.3 ***Interest on overpayment.*** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this

Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

SECTION 9 INSURANCE AND BONDING

9.1

Insurance. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect or until the Project is substantially completed (whichever is shorter), with insurers acceptable to the Ministry, all the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, without limitation:

- a) Comprehensive General Liability Insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:
 - (i) Her Majesty the Queen in right of Ontario as an additional insured for the purposes of the Project only;
 - (ii) Cross Liability;
 - (iii) Contractual Liability;
 - (iv) Independent Contractors;
 - (v) Products and Completed Operations;
 - (vi) Employer's Liability and Voluntary Compensation;
 - (vii) 30 day written notice of cancellation;
 - (viii) Tenants Legal Liability (if applicable); and
 - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
- b) Property insurance to a limit commensurate to the full replacement cost value of the asset on an "All Risks", Earthquake and flood insurance will be required only by those municipalities in the designated Ontario earthquake zone. The policy must include the following:
 - (i) Replacement Cost Value; and

- (ii) Stated Amount Co-Insurance.
- c) Professional/Consultants Errors & Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of not less than \$2,000,000 per claim and in the annual aggregate.
- 9.2 Certificates of Insurance.** Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement, the Recipient shall provide the Ministry with a valid Certificate of Insurance that references the Project, confirms the above requirements and identifies major exclusions in the policy.
- 9.3 Preflows.** Notwithstanding Sections 9.1 and 9.2, where Financial Assistance is provided in accordance with Section 4.4 of Schedule "A" of this Agreement, a Certificate of Insurance must be provided by the Recipient no later than 60 days after the date that the advance was made, failing which the Ministry may Adjust the Financial Assistance.
- 9.4 Professional Liability.** The Recipient shall provide the Ministry a copy of the policy and any renewal or replacement certificates as may be necessary.
- 9.5 Bonding.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement,
- a) a performance bond in the amount of 100% of the contract price for any construction contract related to the Project and which is for an amount greater than \$150,000 covering the performance of that construction contract and the correction of any deficiencies; and
 - b) a labour and material payment bond in the amount of 50% of the contract price for any construction contract related to the Project and which is for an amount greater than \$150,000 covering the payment for labour, material or both.

SECTION 10 INDEMNITY

- 10.1 Ministry not liable.** In no event shall the Ministry be liable for:
- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in any way related to this Agreement or the Project; or
 - b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising

out of or in any way related to this Agreement or the Project.

- 10.2 Recipient to indemnify.** The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
- 10.3 Further Indemnity.** The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.

SECTION 11 TRANSFER OF ASSET

- 11.1 Transfer of ownership.** The Recipient shall not transfer the ownership of all or part of the asset established with the Financial Assistance from the Ministry. Any transfer of ownership in contravention of this provision gives the Ministry the right to Adjust the Financial Assistance.
- 11.2 Exception.** Section 11.1 of this Agreement does not apply to a transfer of ownership to another municipality, public utility commission or local services board provided that (i) the Recipient obtains the consent of the Ministry; and (ii) the Recipient, makes arrangements satisfactory to the Ministry regarding consent of the Ministry and the obligation to repay the Ministry referred to in Section 11.1. Any transfer of ownership by the Recipient in contravention of this provision does not relieve the Recipient of its obligation under Section 11.1 to repay the Ministry for some or all of the Financial Assistance in the amount determined by the Ministry and within the period specified by the Ministry.
- 11.3 Deduction from Financial Assistance.** The Ministry may deduct the amount of Financial Assistance to be repaid under Section 11.1 from Financial Assistance payable on any other project(s) of the Recipient under any round of the OSTAR Infrastructure Initiative or any other provincial program(s) (either current or future).

SECTION 12

CONFLICT OF INTEREST AND CONFIDENTIALITY

- 12.1** *No conflict of interest.* The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Crown relevant to the Project or otherwise where the Ministry has not specifically authorized such use. For greater certainty, and without limiting the forgoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.
- 12.2** *Disclose potential conflict of interest.* The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 12.3** *Freedom of Information and Protection of Privacy Act.* The Recipient acknowledges that the Ministry is bound by the provisions of the Act and regulations thereunder.

SECTION 13

COMMUNICATION AND RECOGNITION

- 13.1** *Licensed Marks.* The Recipient acknowledges that Her Majesty the Queen in right of Ontario is, will or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with the Province of Ontario (all such current and future marks, being the "Licensed Marks").
- 13.2** *Acknowledgement in advertising and publicity.* The Recipient agrees to acknowledge the Financial Assistance of the Government of Ontario to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements.
- 13.3** *Use of Licensed Marks.* In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:
- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements and further as prescribed from time to time by the Ministry and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the Ministry. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the

Licensed Marks.

- b) the Recipient agrees to submit to the Ministry copies of any advertisements or promotional materials containing the Licensed Marks for Ministry's approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element which the Ministry may from time to time upon reasonable notice designate.
- c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the Ministry and upon the direction of the Ministry shall issue express disclaimers to that effect.
- d) the Recipient agrees to promptly inform the Ministry of any suspected infringement of any Licensed Marks by a third party.

13.4 Cease using Licensed Marks. Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the Ministry, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

13.5 Indemnity. The Recipient hereby indemnifies the Ministry against any and all claims for death, illness, personal injury, property damage, improper business practices, or loss of any kind where such claims are in whole or in part premised upon the Recipient's use of the Licensed Marks.

SECTION 14 COVENANTS, REPRESENTATIONS AND WARRANTIES

14.1 Covenants representations and warranties. The Recipient covenants, represents and warrants to the Ministry that:

- a) it is conducting its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
- b) it has authority and any necessary approval to enter into this Agreement and to carry out its terms;
- c) it has or will apply for all permits, approvals, and licenses which are required in order to carry out the Project including, but not limited to, any approvals lawfully required under the *Planning Act* (Ontario), the *Building Code Act* (Ontario), the *Highway Traffic Act* (Ontario), the *Public Transportation and Highway Improvement Act* (Ontario) and the *Bridges Act* (Ontario) and the Environmental Laws;

- d) it validly exists as a legal entity with full power to perform and observe all the terms and conditions of this Agreement;
- e) where applicable, it has passed required by-laws to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws;
- g) it owns or has a long-term lease (inclusive of any renewals) that expires no earlier than March 31, 2027 for the lands on which the asset is or will be located;
- h) if the Recipient is a Municipality, it has obtained or is in the process of obtaining an approval pursuant to the *Ontario Water Resources Act* (Ontario) showing that it is compliant with Ontario Regulation 170/03 made pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, Chap. 32, or in the alternative it is part of another Municipality that has obtained or is in the process of obtaining such approval;
 - (i) provided the Recipient is not a municipality or a Crown Agency, it is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
 - (ii) is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - (iii) is registered and qualified to do business wherever necessary to carry out the Project.
- j) it has the experience, financial health and ability to carry out this Project;
- k) if the Recipient is a Municipality or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- l) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in right of Ontario or a Crown Agency towards any aspect of the Project. Notwithstanding the foregoing, the Recipient may use funds received from the Northern Ontario Heritage Fund for the purposes of carrying out the Project; and
- m) all information provided during the OSTAR Infrastructure Initiative, Round 1 application process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, Project, Budget, Project Schedule are as set out herein and not as set out in the application material.

14.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the

representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 15 DEFAULT, ENFORCEMENT AND TERMINATION

15.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the Recipient in this Agreement or any certificate delivered to the Ministry pursuant hereto shall be materially untrue in any respect;
- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- f) if in the opinion of the Ministry a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the Ministry, acting reasonably;
- g) if in the opinion of the Ministry the Recipient ceases to operate;
- h) if in the opinion of the Ministry the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry are beyond the control of the Recipient;

- i) if the Recipient has submitted false or misleading information to the Ministry; or
 - j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 12 (Conflict of Interest and Confidentiality).
- 15.2 Waiver.** The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.
- 15.3 Remedies on default.** Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 days or such period of time as the Ministry may consent to in writing:
- a) the Ministry shall have no further obligation to provide any Financial Assistance for the Project;
 - b) the Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then current interest rate charged by the Province of Ontario on accounts receivable; and
 - c) the Ministry may avail itself of any of its legal remedies which it may deem appropriate.
- 15.4 Additional remedies.** In addition to the remedies described in Section 15.3, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.
- 15.5 Termination without cause.** Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such

termination provided that the Recipient provides a report to the Ministry that meets the requirements of a Progress Report. Such report must be received by the Ministry within three months of notice of termination being given to the Recipient pursuant to this Section.

SECTION 16 NOTICE

- 16.1 **Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "H" attached hereto or to such other person, address or facsimile number or telecopy number as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.
- 16.2 **Representatives.** The individuals identified pursuant to Section 16.1 above will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 17 MISCELLANEOUS

- 17.1 **Terms binding.** The Recipient shall take reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in its contract terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7.4 of Schedule "A" of this Agreement.
- 17.2 **Time of the essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision. The Ministry shall not be liable for any liquidated damages as a result of working days extensions.

- 17.3 ***Successors and assigns.*** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 17.4 ***Severability.*** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 ***No waiver.*** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6 ***Division of Agreement.*** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 ***Governing law.*** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 ***Survival.*** Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Transfer of Asset), Section 12 (Conflict of Interest and Confidentiality), Section 13 (Communications and Recognition), Section 14 (Representations and Warranties) and Section 15 (Default, Enforcement and Termination), Section 5.8 (Long-term capital management plan), Section 17.11 (Interest) and the obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque shall survive the expiration or early termination of this Agreement.
- 17.9 ***No assignment.*** This Agreement shall not be assigned by the Recipient.
- 17.10 ***No Amendment.*** This Agreement shall not be varied, except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 ***Interest.*** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 ***Ministry and Recipient independent.*** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.

- 17.13 ***Recipient cannot represent the Ministry.*** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and the Recipient acknowledges that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry or to bind the Ministry in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 ***Consultants.*** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 17.15 ***Cooperation.*** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavor to facilitate the implementation of this Agreement.
- 17.16 ***Priority.*** Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B", all other Schedules.
- 17.17 ***Joint authorship of Agreement.*** The Ministry and the Recipient shall be considered joint authors of this Agreement and no provision shall be interpreted against one party by the other party because of authorship.

- END OF GENERAL TERMS AND CONDITIONS -

10(a)

**SCHEDEULE "B"
DESCRIPTION OF THE PROJECT**

This Schedule has been referentially incorporated into this Agreement as it read immediately before the Effective Date of this Agreement.

SCHEDULE "C" ELIGIBLE COSTS

I. ELIGIBLE COSTS FOR ONTARIO AND CANADA

Without limitation and provided that the criteria of section 3 of Schedule "A" of this Agreement are met, the following costs are Eligible Costs for both the Ministry and the Federal Government:

- a) capital costs (as defined in the Generally Accepted Accounting Principles) of acquiring, constructing or renovating a fixed capital asset, forming part of the Project, including all applicable taxes but excluding any tax rebates for which the Recipient is eligible;
- b) third party transportation and delivery costs related to acquiring, constructing, installing or renovating a fixed capital asset, forming part of the Project;
- c) professional fees of arm's length consultants (including, but not limited to, project management, engineering design, engineering services during construction and legal services) related to acquiring, constructing, installing or renovating a fixed capital asset forming part of the Project;
- d) third party communications costs insofar as they relate to the Communications Requirements and only to the extent allowed by the Communications Requirements;
- e) third party incremental insurance and bonding costs insofar as they relate to the Insurance and Bonding Requirements set out in Section 9 of Schedule "A" to this Agreement;
- f) off-site services costs as they may be approved by the Ministry and provided that they are necessary for the Project's completion, are reasonable in nature and in distance and are for the Project's principal use; and
- g) special purpose equipment necessary for the operation of the Asset and of a type and nature ordinarily capitalized and third party specialized training costs for new equipment installed as part of the Project.

II. ELIGIBLE COSTS FOR ONTARIO ONLY

Without limitation and provided that the criteria of Section 3 of Schedule "A" to this Agreement are met, the following costs are Eligible Costs for only the Ministry and NOT for the Federal Government:

- a) non-capital costs related to preparing the mandatory Engineer's Reports required under Ontario Regulation 170/03 made pursuant to the *Safe Drinking Water Act, 2002*, S.O. 2002, Chap. 32 as part of the Project;

- b) non-capital costs, such as hydrogeological investigations or raw water analyses, that are required to determine the scope of work for the Project; and
- c) non-capital costs related to preparing the Environmental Study Reports, if required under the Municipal Class Environmental Assessment as part of the Project, or other investigations required to determine the preferred solution for the Project.

III. INELIGIBLE COSTS FOR ONTARIO AND CANADA

Notwithstanding anything else contained in this Agreement, the following costs and expenditures are not eligible for Financial Assistance pursuant to this Agreement:

- a) capital costs related to repairing, replacing or extending water distribution systems or sewage collection systems unless specifically identified as forming part of the Project;
- b) capital costs related to the operations or maintenance of a fixed capital asset unless specifically identified as forming part of the Project;
- c) other capital costs for works not specifically required to implement the Project and not forming part of the Project;
- d) capital costs and non-capital costs related to providing additional capacity in the water treatment or distribution system, or in the sewage collection or treatment system, for the purpose of accommodating growth or future development;
- e) non-capital costs related to the operations or maintenance of a fixed capital asset;
- f) land acquisition costs and related survey, legal and property transfer costs;
- g) costs of conducting surveys of private water or sewage systems, analyzing water samples and developing the business case for the purposes of applying for Financial Assistance pursuant to the OSTAR Infrastructure Initiative;
- h) direct and indirect operating and administrative costs of the Recipient related to implementing the Project, including but not limited to costs of:
 - obtaining approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
 - leasing land, buildings or other facilities;
 - conducting general feasibility or planning studies;
 - conducting fundraising campaigns;
 - financing the project; and
 - providing furniture, fixtures, decorations, fitting-up supplies, etc.
- i) contributions or commitments in kind; and

- j) other capital and non-capital costs that go beyond the intent of the OSTAR Infrastructure Initiative as determined by the Ministry, from time to time in its sole discretion.

SCHEDULE "D" BUDGET

This Schedule has been referentially incorporated into this Agreement as it read immediately before the Effective Date of this Agreement.

SCHEDULE "E"
PROJECT SCHEDULE

This Schedule has been referentially incorporated into this Agreement as it read immediately before the Effective Date of this Agreement.

**SCHEDULE "F"
FINANCIAL ASSISTANCE**

Total Eligible Costs: \$74,653,905.62

Maximum Financial Assistance: \$49,476,112.67

Ontario Maximum Financial Assistance: \$24,887,123.67

Federal Maximum Financial Assistance: \$24,588,989.00

The Ministry will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on submission of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Performed. Such report must contain the information required in the Final Report as set out in Section 6.4 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on the holdback or any other payments under this Agreement.

**THE MINISTRY COLLABORATES WITH RECIPIENT ON APPROPRIATE
PROJECT SCHEDULE**

SCHEDULE "G"
FEDERAL REQUIREMENTS

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from Her Majesty the Queen in right of Canada (the "Federal Government"). Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, adjust the amount of Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any other funding received from the Federal Government towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, employees and agents from and against all suits, judgements, claims, demands, expenses actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. For the purposes of the Communications Requirements set out in Schedule "I" to this Agreement, the Recipient shall follow the Canada-Ontario Infrastructure Program ("COIP") requirements as well as the Government of Ontario requirements.
6. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in right of Canada.

7. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to COIP (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 13 (Communications and Recognition) of Schedule "A" of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.
8. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
9. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
10. All of the provisions of this Schedule "G" shall survive the expiration or early termination of this Agreement.
11. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental assessment Act" and any Project-specified environmental mitigation measures as communicated to the Recipient by the Federal Government.

SCHEDULE "H"
ADDITIONAL PROVISIONS

This schedule has been referentially incorporated into this Agreement as it read immediately before the Effective Date of this Agreement

SCHEDULE "I" COMMUNICATIONS REQUIREMENTS

Unless specified otherwise in Schedule "G", for the purposes of this Schedule "I" the Recipient shall follow the "Ontario Only" or "Ontario" requirements and not the Canada-Ontario Infrastructure Program ("COIP") requirements.

Purpose of Schedule

This Schedule describes the Recipient's responsibilities and financial obligations involved in producing, installing and maintaining signs and plaques as well as in arranging announcements and ceremonies for the Project.

General Principles

The Recipient will work with the Ministry's officials and other partners to undertake communication activities ensuring equal recognition of all parties making a significant financial contribution to the Project.

All ceremonies, events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by the Ministry, from time to time.

All parties making a significant financial contribution to the Project shall receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into announcements, ceremonies, signs and plaques unless the Ministry provides otherwise.

All announcements and ceremonies will be organized jointly with equal participation from all parties making a significant financial contribution to the Project.

Both official languages will be used for public information, signs and plaques in accordance with the French language services standards for Ontario and/or Canada's language standards for COIP projects.

Signs and Plaques

The Recipient must comply with the Ontario style guide when designing all signs and plaques and, as appropriate, the COIP style guide as set out below:

- Ontario's style guide and digital templates in a variety of formats are available from Ontario's password-protected Partner Centre on its Web site at www.pir.gov.on.ca. For passwords, please complete the *Join Form* on the main page of the Partner Centre. For more information, please contact the Ontario Standards Advisor by phone at 416-325-0424, fax at 416-325-8440 or e-mail at Standards.Advisor@pir.gov.on.ca.

- COIP style guide and digital templates are available from the COIP Web site at Ontario's Web site at www.pir.gov.on.ca or www.ic.gc.ca/coip-pico. For more information, please contact the Industry Canada Standards Advisor by phone at 416-954-6652, fax at 416-954-6654 or e-mail schmitt.cornelia@ic.gc.ca.

The Recipient will ensure that proofs of all Ontario, or, when applicable, COIP capital project signs and plaques are reviewed by the Ministry before installation.

Responsibilities

The Recipient is responsible for erecting Ontario or, when applicable, COIP capital project signs indicating all Senior Government (for the purposes of this Schedule, "Senior Government" means the Ministry in the case of an Ontario Only Project and both the Ministry and the Federal Government in the case of a COIP Project) Financial Assistance and any municipal contribution toward the Project at all sites, facilities, etc. where the Financial Assistance is being used.

The Recipient shall erect signs and install plaques as directed by this Schedule. The relevant standards and procedures are outlined in the following paragraphs.

External Project Signs (Temporary)

- External Project Signs (at least 120cm high x 240cm wide / four feet high by eight feet wide) are required where the Maximum Financial Assistance exceeds \$50,000, the Project is underway and where the duration of the Project is longer than three months. Larger signs (240cm high by 480cm wide / eight feet high or sixteen feet wide) are required where the Maximum Financial Assistance exceeds \$2,500,000, where the Project is underway and where the duration of the Project is longer than one year.
- External Project signs shall follow the approved design and guidelines outlined in the Ontario style guide and, as appropriate, the COIP style guide. These guidelines provide specifications such as the required positioning of government logos and those of its public and/or private-sector partners, as appropriate.
- Both official languages will be used for public information, signs and plaques when required by Ontario's French language services standards for Ontario projects and follow Canada's language standards for COIP projects.
- The Recipient will submit proofs via e-mail or fax of the external project signs to the Ontario Standards Advisor for approval.
- The Recipient will oversee the manufacture of the sign and ensure that the selected location of the sign does not restrict accessibility, pose any hazard or interfere with facilities and services (e.g. electrical systems, drainage, etc.).
- The Recipient shall ensure that the Project signs are erected in prominent locations at the Project site as soon as possible after the execution of this Agreement and no later than 30 days after the start of construction. Erected signs should be maintained for up to 60 days following Project completion. The Recipient will arrange for sign removal and re-cycling following the 60-day period.

- Signs should be freestanding, securely assembled and erected, away from other distracting signs. No other sign, including those of design and/or engineering firms and/or contractors involved with the Project, should be attached to the Project sign.
- The Recipient is responsible for sending to the Standards Advisor, within 30 days of receipt of the Ministry's approval of design proofs, a photograph (digital or otherwise) which portrays the erected sign in relation to the Project.
- Where the Maximum Financial Assistance does not exceed \$50,000, the Recipient may, at its option, install a sign (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

Plaques (Permanent)

- Upon completion of a Project where the Maximum Financial Assistance exceeds \$500,000, the Recipient will install a permanent plaque.
- Permanent plaques may follow the design outlined in the Ontario style guide or the COIP style guide or use a style suited to the building, provided all governments and partner logos are included.
- Costs for plaques shall be part of the Project's Eligible Costs in accordance with this Schedule.
- The Recipient will submit proofs of the plaques to the Ministry for approval.
- Both official languages will be used for public information, signs and plaques when required by Ontario's French language services standards for Ontario projects and/or Canada's language standards for COIP projects.
- Upon completion of a Project where the Maximum Financial Assistance does not exceed \$500,000, the Recipient may, at its option, install a permanent plaque (following the requirements of this Schedule) and the costs associated with so doing will be an Eligible Cost in accordance with this Schedule.

Eligible Costs

External Project Signs (Temporary)

Small sign: 120 cm high by 240 cm wide/4 feet by 8 feet

Production – \$1,250
Installation – <u>1,000</u>
TOTAL \$2,250

Large sign: 240 cm high x 480 cm wide/8 feet by 16 feet

Production – \$2,250
Installation – <u>2,000</u>
TOTAL \$4,250

Plaques (Permanent)

Plaque: 71 cm high x 45.7 cm wide/28 inches high by 18 inches wide

Cast Bronze \$2,500 for one colour

Cast Aluminum \$2,000 for up to three colours

Engraved Acrylic \$1,500 for up to three colours

Announcements and Ceremonies

All governments must be equally represented at events.

When asked by elected representatives or designated officials from the Senior Government, the Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of the all government participants from all levels of government.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders.

After the participants, date and location have been determined, the Recipient should send out invitations to all guests.

When appropriate, the Recipient should invite the general public by posting notices in public areas, such as post office and libraries or by placing public service announcements in the local media.

All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from Ontario, or, when applicable, COIP.

The Recipient could arrange for light refreshments to be served after the event, for example coffee, tea, juice and donuts.

The Recipient will have an opportunity to provide input into the agenda, media advisory, news release, etc. and will receive final copies in advance of the event.

Depending on the size of the event site, a specially designed program backdrop, banner and/or lectern sign will be provided to the Recipient. Federal, provincial and municipal flags should also be on display at all COIP events.

Responsibilities

The Recipient will:

- make all local arrangements (e.g., podium, flags as appropriate, seating for speakers, shovels for ground-breaking ceremonies or ribbon for opening ceremonies, etc.) if required;
- produce invitation and guest list and distribute invitations;

- display Project material (could include information on other SCTP Initiative projects in the municipality);
- choose a Master of Ceremonies, if required;
- arrange for refreshments if desired; and,
- arrange for a public address system if appropriate.

Eligible Costs

The Senior Government will fund a portion of a recommended event (sod turning, plaque unveiling, ribbon-cutting, official opening) in accordance with this Agreement. In order for a cost to be considered an Eligible Cost for the purposes of this Schedule, the Ministry must pre-approve the budget related to the event. No more than \$750 of Eligible Costs will be considered by the Senior Government.

Only costs associated with events recommended by the Senior Government will be considered Eligible Costs.

The Project may be of such regional or provincial significance that it warrants a major event (such determination to be made by the Ministry, in its sole discretion). If this is the case, specific Project budgets above \$750 in Eligible Costs may be permitted with the prior approval of the Ministry.

For the purposes of announcements and ceremonies, Eligible Costs include the following:

- Printing and mailing invitations
- Refreshments*
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
 - flagpoles
 - stage
 - chairs
 - podium
 - PA system

*Only light refreshments such as coffee, tea, donuts, muffins will be considered Eligible Costs.

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

**SCHEDULE "J"
PROGRESS REPORT**

Canada



Ontario

**Canada – Ontario Infrastructure Program (COIP)
Programme d'infrastructures Canada-Ontario (PICO)
Progress Report
Rapport sur l'état d'avancement des travaux**

Report # / Rapport n° _____ of / de _____

File # / Dossier n° _____

Project Start Date / de début du projet : _____

Project End Date / Date de fin du projet : _____

Municipality Name / Nom de la municipalité : _____

Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés : ____ %

Detailed Description / Description détaillée :

Communications Requirements / Besoins en matière de communication :

Issues / Points à souligner :

Signature / Signature: _____ Date / Date: _____

**SCHEDULE "K"
CLAIM REPORT**

Canada



Canada-Ontario Infrastructure Program (COIP) Claim Statement
Demande de remboursement - Programme d'infrastructures Canada-Ontario
ONTARIO SMALL TOWN AND RURAL COST-SHARING INFRASTRUCTURE INITIATIVE
INTERAGENCE OFFRENT DES COLLECTIVITÉS RURALES ET DES PETITES LOCALITÉS DE L'ONTARIO

DOI: 10.1007/s00162-019-00975-1 | Received: 04.07.2018; Accepted: 04.07.2019

Project Charter / Project Charter (continued)	Project Charter / Project Charter (continued)
Project Charter / Project Charter (continued)	Project Charter / Project Charter (continued)
Project Charter / Project Charter (continued)	Project Charter / Project Charter (continued)

	Nombre	Apellido
10	Diego	Alvarez

Este formulario contiene datos que solo se podrán ver en su versión digital.

Los datos personales contenidos en este formulario serán utilizados para fines estadísticos y de seguimiento.

Derechos de los Datos:

Part 2 - Major Initiatives/Parties 2 - Dissemination package

RESUME

Figure 8. Concentration of D-xylose at 100% of the peak in 2000 (Scheffé).

Fig. 4. Predicted vs. observed flow at 50% of the total time.

Punkt 3 - Die Erfüllung der Anforderungen kann durch die Anwendung der folgenden Methoden erreicht werden:				
Kontrollierende Frage	Ergebnis der Fragestellung	Eigene Rech- nungswert	Ergebnis der Fragestellung	Aufgaben-Nr.

Table 5. *Properties of Furanic Acrylic Acid Derivatives*

PHOTOGRAPH BY GENE KELLY FOR LIFE

B) Has 4 - Summarized state deposit rates going into the year	
State A	Has 4 - Summarized state deposit rates going into the year State A has 4 - Summarized state deposit rates going into the year
State B	Has 4 - Summarized state deposit rates going into the year State B has 4 - Summarized state deposit rates going into the year
State C	Has 4 - Summarized state deposit rates going into the year State C has 4 - Summarized state deposit rates going into the year

Part II - Non-Industrialized Countries

Part 2 - Personal Use Only

Month 6 - Revenue & Profitability across provinces	
Target Project Goal	Actual Project Status
On Track	On Track
Cost Estimate Met	Met
Cost Variance Met	Met
Revenue Met	Met
Revenue Variances	Met
Profit Margin	Met
Profit Margin Variances	Met
ROI	Met
ROI Variances	Met

SCHEDULE "L" EXPENDITURE REPORT

MUNICIPAL EXPENDITURE REPORT

Municipality Name
File Number
Contract Status

Q1 = April - June
Q2 = July - September
Q3 = October - December
Q4 = January - March

Areas identified for data input

Studies	2000/01	2001/02	2002/03	2003/04	Accumulative Total (2000 - 2004)	Adjustment to Previously reported Information	Revised Total Studies Costs Incurred	Municipal Expenditure Report								
								Q1 2004/05	Q2 2004/05	Q3 2004/05	Q4 2004/05	Q1 2005/06	Q2 2005/06	Q3 2005/06	Q4 2005/06	TOTAL
Previously Reported					\$ -		\$ -									\$ -
Paid to Date																\$ -
Expenses to be Claimed																\$ -

Studies are defined as all works required to identify the capital solution to comply with the existing water system's regulation.

Capital	2000/01	2001/02	2002/03	2003/04	Accumulative Total (2000 - 2004)	Adjustment to Previously reported Information	Revised Total Capital Related Costs Incurred	Municipal Expenditure Report								TOTAL
								Q1 2004/05	Q2 2004/05	Q3 2004/05	Q4 2004/05	Q1 2005/06	Q2 2005/06	Q3 2005/06	Q4 2005/06	
Previously Reported					\$ -		\$ -									\$ -
Changed to Date																\$ -
Expenses to be Claimed																\$ -

Capital works are defined as all works commencing immediately after identification of the capital project stage of work.

Notes & Instructions:

- 1) Please confirm all previously reported expenses for accuracy. It is necessary for accurate historical data, however if you alter information reported in a previous year, an explanation is required. You are able to re-forecast one quarter back as well as current year and future projections without explanation.
- 2) Please only include eligible expenditures.
- 4) For all claim periods prior to February 1, 2004, 3% of total GST is eligible for funding. For all claim periods subsequent to February 1, 2004, GST is no longer an eligible expenditure as result of the new federal GST rebate program. Please consider this explanation and provide only the net expenditure amount.
- 5) Should you have no changes from the previously reported data, please return the document with "no changes" identified.
- 6) Should you anticipate that your project will not be completed within the timelines of the program, please provide this rationale in writing to your Project Analyst in the Rural Investments Branch.
- 7) Claims are not able to be submitted for payment until there is a funding agreement in place with the province.

SCHEDULE "M"
FINAL REPORT

Canada

Canada Ontario Infrastructure Program (COIP) Final Project Report
Rapport de projet final du Programme d'infrastructures Canada-Ontario (PICO)
ONTARIO SMALL TOWN AND RURAL (OSTAR) DEVELOPMENT INFRASTRUCTURE INITIATIVE
INITIATIVE DÉVELOPPEMENT DES COLLECTIVITÉS RURALES ET DES PETITES LOCALITÉS DE L'ONTARIO



Part 1 - Project Information / Partie 1 - Information sur le projet
Information Municipale

File Number/Numéro de dossier
Project Name/nom du projet
Eligible Project Cost/Cout admissible du projet
Total Project Cost/Cout total du projet

Authorized Official/ Responsable autorisé/pa

Name/Nom	Date/Date
Title/Titre	
I certify that the named project has been completed in accordance with the province's Municipal Infrastructure Plan, where applicable, all identified environmental mitigation measures have been satisfactorily addressed and that supporting evidence and reports can be made available for audit if requested.	
J'atteste par la présente que le projet nommé a été terminé conformément à l'ordre provincial Infrastructure et que, le cas échéant, toutes les mesures d'aménagement environnementales nommées ont été satisfactoriellement abordées et que les preuves et documents d'appui sont disponibles à des fins de vérification.	
Signature/Signature :	

Part 2 - Final Report Information/Partie 2 - Information du rapport final

Breakdown of Project Costs / décomposition des coûts du programme : Répartition des coûts du projet (le moins les taxes et taxes 2 % en plus de consommation)

Preliminary Engineering / Conception préliminaire	\$
Engineering / Ingénierie	\$
Construction / Construction	\$
Project Management / Gestion de projet	\$
Surveys / Sondages	\$
Miscellaneous / Divers	\$
P.B.T. / T.V.P.	\$
G.S.T. / T.P.S.	\$

GRAND PROJECT TOTAL / PROJET TOTAL TOTAL	\$
Karen G.S.T. Taxante / Membre contribuant au financement de la T.P.S.	\$
NET PROJECT TOTAL / PROJET TOTAL TOTAL	\$
Project Start Dates / Dates de début du projet	
Project Completion Dates / Dates de la fin du projet	

Continuation of top or right side - part 2/ suite de la partie 2, en haut à droite

NOTE: If the actual costs are 20% less or greater than the indicated costs for any of the above categories, please attach an explanation of the variance for each.

REMARQUE : Si le coût réel est de 20 % inférieur ou supérieur au montant indiqué pour une des catégories ci-dessus, veuillez inclure une explication de l'écart pour chaque des coûts.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-102

AGREEMENT: (E.1.5.) A by-law to authorize an 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 Major 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 1st day of February, 2011 and made between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) for the period of February 1, 2011 to January 31, 2014.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CLERK –MALCOLM WHITE

Bylaws\2011\2011-102 – FirefightersAssociationAgrt\w

NOTICE

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

CITY SOLICITOR

10(b)

SCHEDULE "A"

AGREEMENT

between

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

-and-

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

February 1, 2011 to January 31, 2014

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SCHEDULE "A" TO BY-LAW

10(b)

AGREEMENT entered into as of
February 1, 2011, 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.
- 3:04 When employees are involved in a meeting with Senior Management that may become disciplinary in nature, Senior Management shall ensure that the member will have representation from the Association Executive. Please note that discipline "must be forthcoming" for this to take place.
- 4:00 **MANAGEMENT'S 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 (a) The working hours for Fire Suppression 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.

(b) The working hours of work for the Training Division, Fire Prevention Division and Mechanical Division shall be from 7:30 a.m. to 4:00 p.m., Monday to Thursday inclusive, 7:30a.m. to 3:30p.m. Friday with one half (1/2) hour paid lunch.

"It is understood and agreed that the flexibility currently enjoyed by Fire Prevention Officers with their existing schedule will cease effective the implementation date of the terms and conditions of the new Bargaining 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.

6:05 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) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. 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) 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) 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 rate of 1/182 of the annual wage for each vacation day for the respective rank at the time the employee ceased to be an employee of the City's Fire Services.
- 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.

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

- (i) Subsequent to September 1st, the platoon lists shall be posted.
- (ii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation to provide for the scheduling of all vacations, specified paid holidays and confirmed Ontario Fire College attendance, and other Fire Services course offerings. Upon completion of the vacation selection process the remaining unused allotments shall be blocked out and considered void.
- (iii) Each employee shall be entitled 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.
- (iv) 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.

10(b.)

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.

- 10(b)
- 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 an 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/illness suffered while employed by another employer covered by the Workplace Safety and Insurance Act, 1996. The employee is obligated under this clause to notify both WSIB and the Employer of any such circumstances.

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 thirty dollars (\$30) 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 \$400.00 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.

No OTC drug coverage with the exception of those deemed by the insurer to be "life sustaining". This also applies to those employees who retire after June 1st, 2011 on an O.M.E.R.S. unreduced early retirement pension.

Paramedical Benefit:

- o 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 \$3,000), based on current O.D.A. Schedule minus one (1) year, 100% of the cost of the plan will be contributed by the Employer.

Each employee shall be provided with restorative dental coverage, 80% to be paid by the employer and 20% by the employee, based on current O.D.A. schedule minus one year to a maximum of \$2,000 per person per year.

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 Orthotics/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 \$400.00 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 - \$10.00 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 within 15 working days of filing the grievance, barring any unforeseen circumstances for either party. 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 within 15 days of the request, barring any unforeseen circumstances by either party, 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. This hearing shall be held within 15 working days of the request, barring any unforeseen circumstances by either party. 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

10(b)

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 Employees scheduled to attend Ontario Fire College or other course offerings shall be compensated one day shift in lieu of for each day which falls on a regularly scheduled day off.
- I. Employees shall also be granted equivalent lieu time for travel days to attend Ontario Fire College or other course offerings, only when such travel days fall on a regularly scheduled day off.
 - II. Lieu time referred to herein shall be taken on the next regularly scheduled rotation of day shifts, immediately following completion of the course, and shall be taken consecutively.
 - III. Such scheduled lieu days shall be approved by the Fire Chief or designate.
 - IV. The City agrees to pay three hundred dollars (\$300.00) to employees who utilize their personal vehicle to attend the 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 \$100.00 weekly expense allowance to each employee attending the Ontario Fire College or other out of town offerings as approved by the Fire Chief.

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, 2011 to the thirty-first day of January, 2014, 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.

IN WITNESS WHEREOF the parties have duly executed this agreement.

10(b)

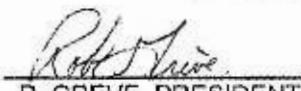
SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR DEBBIE AMAROSO

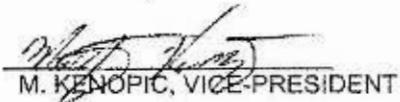
MALCOLM WHITE, CITY CLERK

THE SAULT STE. MARIE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION - LOCAL 529


R. GREVE, PRESIDENT


M. MCGRATH, SECRETARY


R. BISHOP, TREASURER


M. KNOPIC, VICE-PRESIDENT

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, 2011	\$86,617
February 1, 2012	\$88,349
February 1, 2013	\$90,116

SCHEDULE "A"

RANK	Feb. 1, 2011	
	Annually	Hourly
Platoon Chief		
0% (0 – 8 years) Base Rate	\$100,228	\$45.892
3% (9 – 17 years)	\$102,693	\$47.020
6% (18 – 23 years)	\$105,158	\$48.149
9% (24 + years)	\$107,622	\$49.277
Training Instructor	\$94,477	\$43.259
Captain		
0% (0 – 8 years) Base Rate	\$94,477	\$43.259
3% (9 – 17 years)	\$96,942	\$44.387
6% (18 – 23 years)	\$99,407	\$45.516
9% (24 + years)	\$101,871	\$46.644
Fire Prevention Officer		
0% (0 – 8 years) Base Rate	\$83,979	\$38.452
3% (9 – 17 years)	\$86,444	\$39.581
6% (18 – 23 years)	\$88,909	\$40.709
9% (24 + years)	\$91,373	\$41.387
FPO - 2nd Class	\$75,580	\$34.606
FPO - 3rd Class	\$67,184	\$30.762
FPO - 4th Class	\$58,783	\$26.915
FPO – Probationer	\$50,390	\$23.072
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	\$82,154	\$37.616
3% (9 – 17 years)	\$84,619	\$38.745
6% (18 – 23 years)	\$87,084	\$39.874
9% (24 + years)	\$89,548	\$41.002
Firefighter - 2nd Class	\$73,938	\$33.855
Firefighter - 3 rd Class	\$65,723	\$30.093
Firefighter - 4 th Class	\$57,508	\$26.331
Firefighter – Probationer	\$49,292	\$22.570
Firefighter Cadet 3 rd year	\$57,508	\$26.331
Firefighter Cadet 2nd year	\$53,400	\$24.451
Firefighter Cadet 1st year	\$49,292	\$22.570
Clerk Steno - Level 3	\$47,130	\$25.896
Clerk Steno - Level 2	\$44,904	\$24.673
Clerk Steno - Level 1	\$42,675	\$23.448
Support Services Mechanic L-4	\$79,854	\$36.563
Support Services Mechanic L-3	\$75,903	\$34.754
Support Services Mechanic L-2	\$71,874	\$32.909
Support Services Mechanic L-1	\$67,883	\$31.082

"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."

10(b)

SCHEDULE "A"

RANK	Feb. 1, 2012	
	Annually	Hourly
Platoon Chief		
0% (0 – 8 years) Base Rate	\$102,232	\$46.810
3% (9 – 17 years)	\$104,748	\$47.961
6% (18 – 23 years)	\$107,260	\$49.112
9% (24 + years)	\$109,774	\$50.263
Training Instructor	\$96,366	\$44.124
Captain		
0% (0 – 8 years) Base Rate	\$96,366	\$44.124
3% (9 – 17 years)	\$98,880	\$45.275
6% (18 – 23 years)	\$101,394	\$46.426
9% (24 + years)	\$103,908	\$47.577
Fire Prevention Officer		
0% (0 – 8 years) Base Rate	\$85,659	\$39.221
3% (9 – 17 years)	\$88,173	\$40.372
6% (18 – 23 years)	\$90,687	\$41.523
9% (24 + years)	\$93,201	\$42.674
FPO - 2nd Class	\$77,092	\$35.299
FPO - 3rd Class	\$68,528	\$31.377
FPO - 4th Class	\$59,959	\$27.454
FPO – Probationer	\$51,398	\$23.534
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	\$83,797	\$38.369
3% (9 – 17 years)	\$86,311	\$39.520
6% (18 – 23 years)	\$88,825	\$40.671
9% (24 + years)	\$91,339	\$41.822
Firefighter - 2nd Class	\$75,417	\$34.532
Firefighter - 3 rd Class	\$67,037	\$30.695
Firefighter - 4 th Class	\$58,658	\$26.858
Firefighter – Probationer	\$50,728	\$23.021
Firefighter Cadet 3 rd year	\$58,658	\$26.858
Firefighter Cadet 2nd year	\$54,468	\$24.940
Firefighter Cadet 1st year	\$50,278	\$23.021
Clerk Steno - Level 3	\$48,073	\$26.414
Clerk Steno - Level 2	\$45,802	\$25.166
Clerk Steno - Level 1	\$43,529	\$23.917
Support Services Mechanic L-4	\$81,451	\$37.294
Support Services Mechanic L-3	\$77,421	\$35.449
Support Services Mechanic L-2	\$73,312	\$33.568
Support Services Mechanic L-1	\$69,241	\$31.704

"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."

SCHEDULE "A"

RANK	Feb. 1, 2013	
	Annually	Hourly
Platoon Chief		
0% (0 – 8 years) Base Rate	\$104,277	\$47.746
3% (9 – 17 years)	\$106,842	\$48.920
6% (18 – 23 years)	\$109,406	\$50.094
9% (24 + years)	\$111,970	\$51.268
Training Instructor	\$98,294	\$45.006
Captain		
0% (0 – 8 years) Base Rate	\$98,294	\$45.006
3% (9 – 17 years)	\$100,859	\$46.181
6% (18 – 23 years)	\$103,423	\$47.355
9% (24 + years)	\$105,987	\$48.529
Fire Prevention Officer		
0% (0 – 8 years) Base Rate	\$87,372	\$40.005
3% (9 – 17 years)	\$89,937	\$41.180
6% (18 – 23 years)	\$92,501	\$42.354
9% (24 + years)	\$95,065	\$43.528
FPO - 2nd Class	\$78,634	\$36.005
FPO - 3rd Class	\$69,899	\$32.005
FPO - 4th Class	\$61,158	\$28.003
FPO – Probationer	\$52,426	\$24.005
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	\$85,473	\$39.136
3% (9 – 17 years)	\$88,038	\$40.310
6% (18 – 23 years)	\$90,602	\$41.484
9% (24 + years)	\$93,166	\$42.658
Firefighter - 2nd Class	\$76,926	\$35.222
Firefighter - 3 rd Class	\$68,378	\$31.309
Firefighter - 4 th Class	\$59,831	\$27.395
Firefighter – Probationer	\$51,284	\$23.482
Firefighter Cadet 3 rd year	\$59,831	\$27.395
Firefighter Cadet 2nd year	\$55,557	\$25.438
Firefighter Cadet 1st year	\$51,284	\$23.482
Clerk Steno - Level 3	\$49,035	\$26.942
Clerk Steno - Level 2	\$46,718	\$25.669
Clerk Steno - Level 1	\$44,400	\$24.396
Support Services Mechanic L-4	\$83,080	\$38.040
Support Services Mechanic L-3	\$78,969	\$36.158
Support Services Mechanic L-2	\$74,778	\$34.239
Support Services Mechanic L-1	\$70,626	\$32.338

"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."

10(b)

SCHEDULE "B"
2011 WORK SCHEDULE - 42 HOUR WORK WEEK

	DEC 26 (2010)	JAN 2 (2011)	JAN 9 (2011)	JAN 16 (2011)	JAN 23	JAN 30	FEB 6	FEB 13
D	DDDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
N	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDDD	DAAAACC	CCBGBBD
	FEB 20	FEB 27	MARCH 6	MARCH 13	MARCH 20	MARCH 27	APRIL 3	APRIL 10
D	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDD	DAAAACC	CCBGBBD
N	DDDDAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
	APRIL 17	APRIL 24	MAY 1	MAY 8	MAY 15	MAY 22	MAY 29	JUNE 5
D	DDDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
N	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDDD	DAAAACC	CCBGBBD
	JUNE 12	JUNE 19	JUNE 26	JULY 3	JULY 10	JULY 17	JULY 24	JULY 31
D	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDD	DAAAACC	CCBGBBD
N	DDDDAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
	AUG 7	AUG 14	AUG 21	AUG 28	SEPT 4	SEPT 11	SEPT 18	SEPT 25
D	DDDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
N	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDD	DAAAACC	CCBGBBD
	OCT 2	OCT 9	OCT 16	OCT 23	OCT 30	NOV 6	NOV 13	NOV 20
D	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDD	DAAAACC	CCBGBBD
N	DDDDAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
	NOV 27	DEC 4	DEC 11	DEC 18	DEC 25	JAN 1, 2012	JAN 8, 2012	JAN 15, 2012
D	DDDDAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBD	DDAAAAC
N	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA	AAACCCC	BBBBDD	DAAAACC	CCBGBBD

10(b)

SCHEDULE "B"
2012 WORK SCHEDULE - 42 HOUR WORK WEEK

<u>DEC 25, 2011</u>		<u>JAN 1, 2012</u>	<u>JAN 8</u>	<u>JAN 15</u>	<u>JAN 22</u>	<u>JAN 29</u>	<u>FEB 5</u>	<u>FEB 12</u>
D	BBBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCRB	BBDDDDA
N	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
<u>FEB 19</u>		<u>FEB 26</u>	<u>MARCH 4</u>	<u>MARCH 11</u>	<u>MARCH 18</u>	<u>MARCH 25</u>	<u>APRIL 1</u>	<u>APRIL 8</u>
D	AAACCCC	BBBBDDOD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
N	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
<u>APRIL 15</u>		<u>APRIL 22</u>	<u>APRIL 29</u>	<u>MAY 6</u>	<u>MAY 13</u>	<u>MAY 20</u>	<u>MAY 27</u>	<u>JUNE 3</u>
D	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
N	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
<u>JUNE 10</u>		<u>JUNE 17</u>	<u>JUNE 24</u>	<u>JULY 1</u>	<u>JULY 8</u>	<u>JULY 15</u>	<u>JULY 22</u>	<u>JULY 29</u>
D	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
N	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
<u>AUG 5</u>		<u>AUG 12</u>	<u>AUG 19</u>	<u>AUG 26</u>	<u>SEPT 2</u>	<u>SEPT 9</u>	<u>SEPT 16</u>	<u>SEPT 23</u>
D	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
N	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
<u>SEPT 30</u>		<u>OCT 7</u>	<u>OCT 14</u>	<u>OCT 21</u>	<u>OCT 28</u>	<u>NOV 4</u>	<u>NOV 11</u>	<u>NOV 18</u>
D	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB
N	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
<u>NOV 25</u>		<u>DEC 2</u>	<u>DEC 9</u>	<u>DEC 16</u>	<u>DEC 23</u>	<u>DEC 30, 2012</u>	<u>JAN 6, 2013</u>	<u>JAN 13, 2013</u>
D	BBBDDDD	AAAACCC	CBBBBDD	DDAAAAC	CCCBBB	DDDDAAA	ACCCCB	BBDDDDA
N	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB

10(b)

SCHEDULE "B"
2013 WORK SCHEDULE - 42 HOUR WORK WEEK

	DEC 23, 2012	DEC 30, 2012	JAN 6, 2013	JAN 13, 2013	JAN 20	JAN 27	FEB 3	FEB 10
D	CCCCBBBB	DDDDAAAA	ACCCCBB	BBDODDA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
N	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
	FEB 17	FEB 24	MARCH 3	MARCH 10	MARCH 17	MARCH 24	MARCH 31	APRIL 7
D	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
N	CCCCBBB	DDDDAAA	ACCCCB	BDDDDAA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
	APRIL 14	APRIL 21	APRIL 28	MAY 5	MAY 12	MAY 19	MAY 26	JUNE 2
D	CCCCBBB	DDDDAAA	ACCCCB	BBDODDA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
N	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
	JUNE 9	JUNE 16	JUNE 23	JUNE 30	JULY 7	JULY 14	JULY 21	JULY 28
D	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
N	CCCCBBB	DDDDAAA	ACCCCB	BBDODDA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
	AUG 4	AUG 11	AUG 18	AUG 25	SEPT 1	SEPT 8	SEPT 15	SEPT 22
D	CCCCBBB	DDDDAAA	ACCCCB	BBDODDA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
N	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
	SEPT 29	OCT 6	OCT 13	OCT 20	OCT 27	NOV 3	NOV 10	NOV 17
D	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC
N	CCCCBBB	DDDDAAA	ACCCCB	BBDODDA	AAACCCC	BBBDDDD	AAAAACC	CCBBBBD
	NOV 24	DEC 1	DEC 8	DEC 15	DEC 22	DEC 29, 2013	JAN 5, 2014	JAN 12, 2014
D	CCCCBBB	DDDDAAA	ACCCCB	BBDODDA	AAACCCC	BBBBDDD	AAAAACC	CCBBBBD
N	DDDAAAA	CCCCBBB	BDDDDAA	AACCCCB	BBBDDDD	AAAACCC	CBBBBDD	DDAA AAC

LETTER OF UNDERSTANDINGTransfer 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 18th DAY OF May, 2011

ON BEHALF
THE ASSOCIATION

B. J. Smith
R. J. Miller
L. J. Miller

ON BEHALF OF
THE CITY

M. R. P.
E. J. Smith
K. J. Smith

10(b)

LETTER OF UNDERSTANDING

Communications 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 18th DAY OF May, 2011

ON BEHALF
THE ASSOCIATION

Ron Strickland
TBA
J. M. Strickland

ON BEHALF OF
THE CITY

M. Rux
D. Brown
H. Miller

10(b)

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(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2011-104

AGREEMENT: (E.3.4.) A by-law to authorize a contract between the City and Avery Construction Limited for the upgrades to the McGregor Avenue and Lake Street sewage small pumping stations. (Contract 2011-6E)

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. EXECUTION OF DOCUMENT

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated May 30, 2011 and made between the City and Avery Construction Limited for the upgrades to the McGregor Avenue and Lake Street sewage small pumping stations.

2. SCHEDULE "A"

Schedule "A" 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 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-104 Agreement Avery Construction

NOTICE

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

CITY SOLICITOR

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2011-6E
McGregor Avenue and Lake Street
Sewage Pumping Stations Upgrades

FORM OF AGREEMENT

This Agreement made (in triplicate) this 30th day of May in the year 2011 by and between

Avery Construction Limited hereinafter called the "Contractor"

AND

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

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

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

CONTRACT NO. 2011-6E
MCGREGOR AVENUE AND LAKE STREET
SEWAGE PUMPING STATIONS UPGRADES

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

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

The Corporation:

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

The Contractor:

Avery Construction Limited
940 Second Line West
Sault Ste. Marie, Ontario
P6C 2L3

The Contract Administrator;

AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

10(c)

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

Signed, Sealed and Delivered

in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Debbie Amaroso

(seal)

City Clerk – Malcolm White

THE CONTRACTOR

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-98

LICENSING: (L.3.1.) A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2011.

1. VENDORS PROHIBITED

Despite the provisions of By-laws 3306 and 84-196, during July 14th – 16th, 2011, vendors licensed under those by-laws shall not locate on or near the grounds of Rotaryfest 2011 on Russ Ramsey Way south of the entrance to the Senior Drop In Centre, Foster Drive from Russ Ramsey Way to the east entrance to the south Civic Centre parking lot, south side of Bay Street between Brock and East Streets including the sidewalk and lower East Street south of Bay Street as shown on Schedule "A".

2. 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.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

This by-law is effective on the final date of its passing.

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK –MALCOLM WHITE

NOTICE

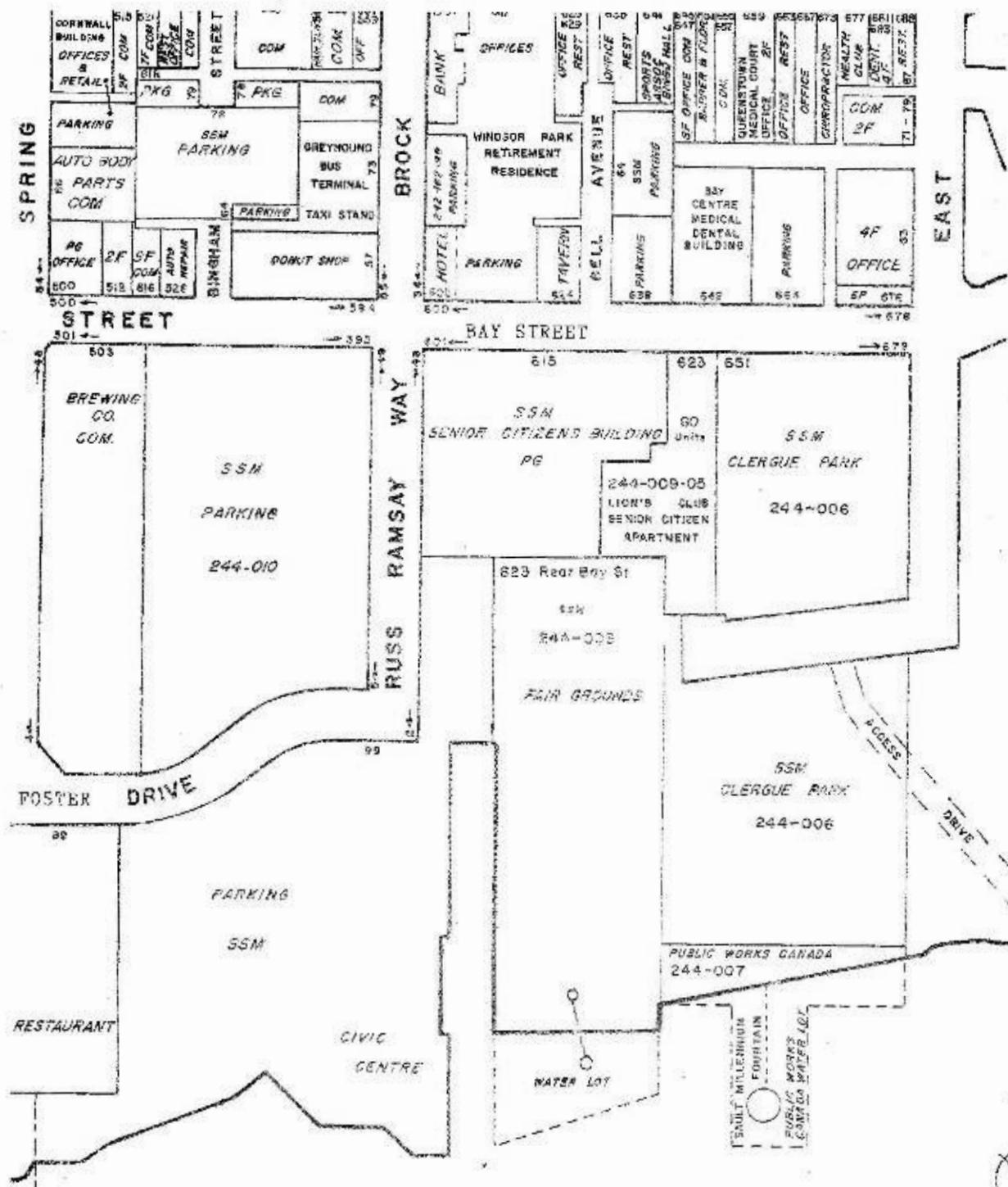
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CITY SOLICITOR

10(d)

SCHEDULE "A"

Vendors are prohibited from locating on or near the grounds of Rotaryfest 2011 as shown below.



10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-105

LICENSING: (L.3.1.) A by-law to prohibit vendors from locating on or near the Buskerfest grounds on Queen Street from East Street to Brock Street.

1. VENDORS PROHIBITED

Despite the provisions of By-laws 3306 and 84-198, during August 5, 6 and 7, 2011 vendors licensed under those by-laws shall not locate on or near the Buskerfest grounds on Queen Street from East Street to Brock Street as shown on Schedule "A".

2. 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.

3. SCHEDULE "A"

Schedule "A" hereto forms part of this bylaw.

4. EFFECTIVE DATE

This by-law is effective on the final date of its passing.

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

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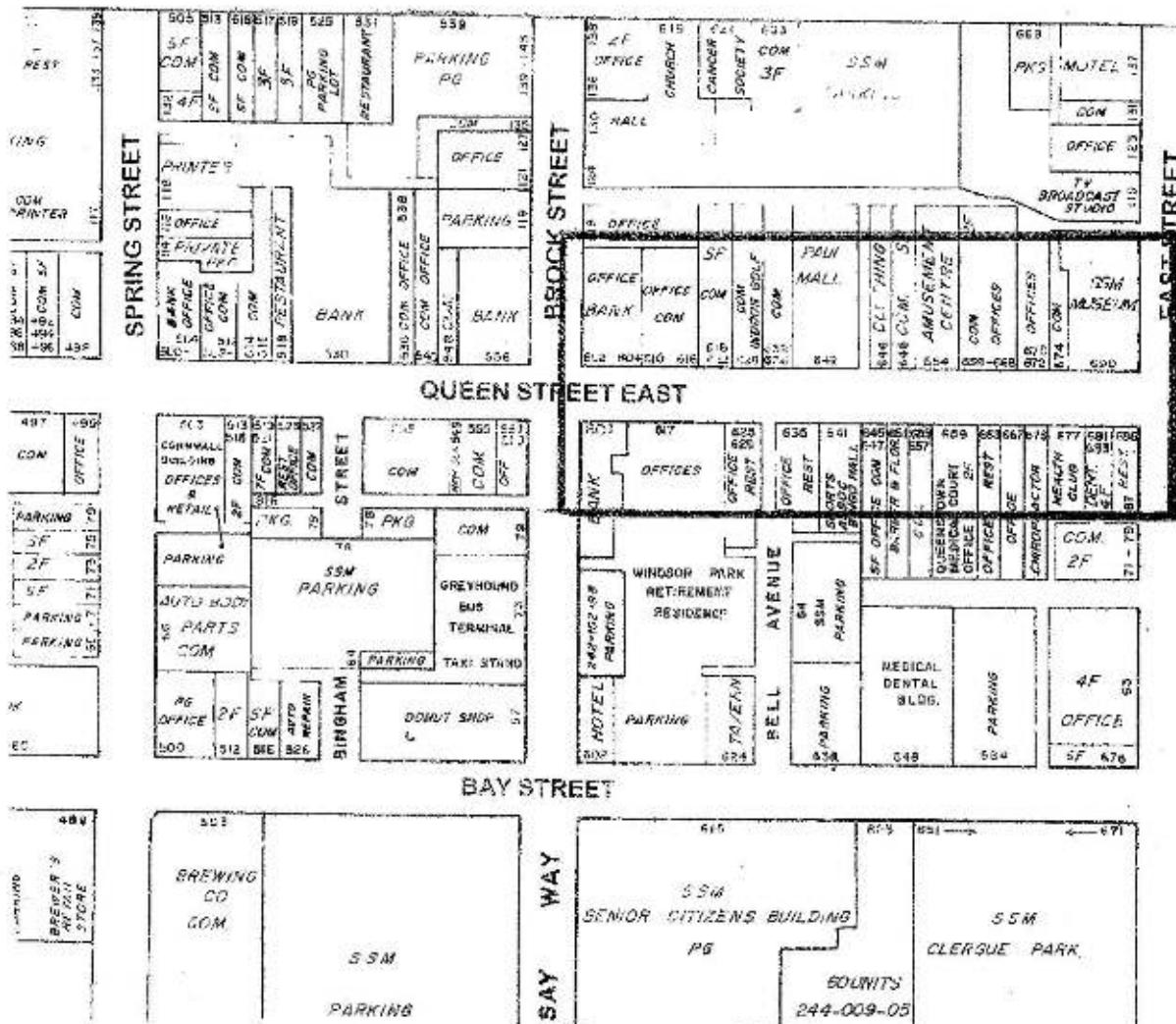
CITY SOLICITOR

10(e)

SCHEDULE "A"

to
By-law 2011-105

Vendors are prohibited from locating on or near the Buskerfest grounds in the area of Queen Street East from East Street to Brock Street more particularly shown below and marked in heavy outline.



10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-100

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

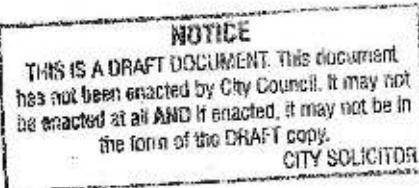
This by-law takes effect on the day of its final passing.

PASSED in open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-100 Parking Officers – Private lots



10(f)

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE BRAN	ALGOMA UNIVERSITY	1620 QUEEN ST E
29	MCLEOD ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
50	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
55	ORR,DEREK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
57	MILLER STEVE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59	BARONE,MARCELLO	ALGOMA UNIVERSITY	1620 QUEEN ST E
109	SEBEC G,JOHN,EDWARD	DENTAL BUILDING	94E & 215 QUEEN ST E
113	TAYLOR,GARY	ALGOMA UNIVERSITY	1620 QUEEN ST E
115	LEE,RICHARD JOHN	ALGOMA UNIVERSITY	1620 QUEEN ST E
136	CAN,JOSEPH	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK
157	PARR,DEREK RAYMOND	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
163	TAGGIANI VITO	TAGGIANI CHIROPRACTIC	675 QUEEN ST E
163	BULVAGGIO PHILIP CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	DIAGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST
182	HARSHMAN JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191	BROWN STEVEN GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
195	SEABROOK LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON,STEPHEN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL,ROBIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
249	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 29 SECOND LINE W
249	CHOL,NOA	DR. RAYMOND CHO	71 & 131 EAST ST / 29 SECOND LINE W
253	TRAVSON TERRANCE(TERRY)	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
274	DAVIDSON,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
275	SMITH,DENNIS,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
287	SWIRE,WILLIAM,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
299	DINMIA,WMILL,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
314	AAZEM,PAULINE	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
321	LORENZO,COREY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
324	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
325	GROSSO,RONALD	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
342	PICK,JERRY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLIWANJODI	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HAMPE,KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL,ROBBY	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
346	HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK
354	STEEVES,ROBERT	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
368	TROINOW,VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE,ROBERT	ON FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN,ANJA	ON FINNISH HOME ASS.	FINNISH REST HOME
374	TAVELANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	BADGERO,PALL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
379	MANGONE MATTHEW	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
380	MARIN,MARTY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
384	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK
385	LOUAFERT,JACOB	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
386	SANDIE,KEVIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
387	MOLCDO,JIROLI	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
387	MF-AIKI,KENNETH	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
388	KELLY,PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
396	THOMAS,RANDI	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
397	LA TRAMBOISE,YVON	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
400	JOHNSON MICHAEL	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
404	HUDSON,BRIAN	CORPS OF COMM	22 RAY ST (FEDERAL BUILDING)
405	MATCHEITT,CHASEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC,SERGE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
408	MCAR,ALEXANDRA	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNIER,Harold	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
412	ME NICKEL,EMILY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
419	RAYNO,ADAM	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
420	FABIANO,ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
421	DUNN, PATRICK	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
422	BENNETT,JEFF	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
425	VANDERKLIET,DYLAN	CORPS OF COMM	SAULT HOSPITAL
425	ELLIS,MARTY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
426	DIMMA,JUSTIN	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
429	DIAS,JASON	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	STEWARD,MARK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO,DOMINIC	MAJOR CONST.	TMAC LODGE
431	GICKSON,SHANE	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
433	MAJOWSKI,ROBERT	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
435	TRUMBLE,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE,NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
438	GRASLEY,JOSEPH	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
439	LAMBERT,JOSEPH	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
440	HAAMSTERDT,ERIC	NORTH EAST SECURITY	AUNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL/PINE PLAZA/TENARIS
441	WESON,DAVID	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
442	MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

444	MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
445	HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447	Frigault,Jesse	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
449	ARCHIBALD THOMAS	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
450	CHAPMAN,DANIEL	NORPRO SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
451	KELLY,PATRICK	G4S SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
452	ROGERS,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
453	DERASP,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
454	LAPRADE,DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
455	BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
457	REDPATH,BRITTNEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
458	ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459	GLEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460	BOUCIE,DAN	CORPS OF COMM	SAULT AREA HOSPITAL
461	CUNN,PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL
462	CAHILL, JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463	MORINALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464	GITOMMASO,RYAN	2220817 ONT. INC.	489 BAY ST
465	LALAVALLE,DON	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
466	LAFORCE, JULIE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
467	BERNER,JUNE	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
468	AGNEW,BRENDAN	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
469	SANTILL,DOMINIC	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
470	WOOLLEY,NATHANIEL	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
471	STOYCHEFF,CHRISTOPHER	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
472	BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
473	MCCAUGHRAN,BRANDON	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
474	MANCUBO,ANTHONY	NORTH EAST SECURITY	A UNIVERSITY/MESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA/TENaris
475	TORRANCE,RENEE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
476	DEAR,GREG	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
477	BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
478	SICILIA,ANGELO	CORPS OF COMM	SAULT AREA HOSPITAL
479	GROJUX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480	TELFORD,JASON	CORPS OF COMM	SAULT AREA HOSPITAL
481	FORD,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
482	LEWCELLER,TRACE	CORPS OF COMM	SAULT AREA HOSPITAL
483	DARCY,ROY	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCFADDEN,ROBINIA	CITY OF SAULT STE. MARIE	BELLEVUE MARINA & BONDIAR MARINA & PARKS
485	ARMSTRONG,KENNETH	CITY OF SAULT STE. MARIE	BELLEVUE MARINA & BONDIAR MARINA & PARKS
486	LONGO,NADIA	GT NORTHERN RET. HOME	730 GREAT NORTHERN RD
487	ROUGEAU,MARISA	GT NORTHERN RET. HOME	730 GREAT NORTHERN RD
488	LAFLUR,WARILYN	GT NORTHERN RET. HOME	730 GREAT NORTHERN RD
489	MOQUILLA,WAWONA	GT NORTHERN RET. HOME	730 GREAT NORTHERN RD
490	LUXTON,JEFF	GT NORTHERN RET. HOME	730 GREAT NORTHERN RD
491	GRIBDALE,KYLE	NORTH EAST SECURITY	REGNT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
492	PARKER,VICHAEL	NORTH EAST SECURITY	REGNT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER
493	BROWN,FRASER	NORTH EAST SECURITY	REGNT PROPERTY/SAULT COLLEGE/GHQ/QUEENSCENTRE/ST MARY'S PAPER

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-101

TAXES: (T.I.4.) being a by-law to provide for the adoption of recovery percentage for the 2011 taxation year.

WHEREAS Section 330 of The Municipal Act, 2001 S.O. 2001, c. 25 as amended provides that the Council of a local municipality may pass a by-law to establish recovery percentages for the 2010 Taxation Year.

Therefore the Council of the Corporation of the City of Sault Ste. Marie pursuant to the Municipal Act, as amended ENACTS as follows.

1. **RECOVERY PERCENTAGES**

The Municipal recovery percentages set out below are hereby adopted.

<u>Property Tax Class</u>	<u>Tax Recovery</u>	<u>Decrease Retained</u>
Commercial	18.9659%	81.0341%
Industrial	3.5014%	96.4986%
Multi-Residential	52.2227%	47.7773%

2. **EFFECTIVE DATE**

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

PASSED in open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/by-laws/2011/2011-101 tax recovery percentage

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2011-101-CR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-97

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of various streets to facilitate Rotaryfest 2011 from July 14th until July 16th, 2011.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto ENACTS as follows:

1. **TEMPORARY STREET CLOSING OF VARIOUS STREETS**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the following streets to facilitate the Rotaryfest 2011:

- (a) Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre parking lot; Foster Drive, east of the Civic Centre south parking lot on July 16, 2011 from 7:00 a.m. to 5:30 p.m.
- (b) Closure of Queen Street East from Simpson Street to Gore Street on July 16, 2011 from 10:30 a.m. to 1:00 p.m.
- (c) Simpson Street from Wellington Street to Queen Street East on July 16, 2011 from 10:00 a.m. to 12:00 noon.
- (d) Queen Street East from Churchill Boulevard to Simpson Street on July 16, 2011 from 9:00 a.m. to approximately 12:00 noon.
- (e) Queen Street between East and Brock Streets on July 15, 2011 from 5:15 p.m. to 11:00 p.m. for the Second Stage and on July 16, 2011 from 1:00 p.m. to 12:00 a.m.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Staff/By-laws/2011-97 Rotaryfest Street Closing

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CITY SOLICITOR

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-103

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of McGregor Avenue south of Queen Street from July 4, 2011 until October 31, 2011.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSURE OF MCGREGOR AVENUE SOUTH OF QUEEN STREET**

The Council hereby authorizes the closing to vehicular traffic of McGregor Avenue south of Queen Street from July 4, 2011 until October 31, 2011.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 30th day of May, 2011.

MAYOR - DEBBIE AMAROSO

CLERK-MALCOLM WHITE

cfibylaws\2011\2011-103 McGregor road closing

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CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-106

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Queen Street from East Street to Brock Street to facilitate the 2011 Buskerfest.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET FROM EAST STREET TO BROCK STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street from East Street to Brock Street to facilitate the 2011 Buskerfest between the hours of:

4:00 p.m. to 11:00 p.m. on Friday August 5, 2011;
11:00 a.m. to 11:00 p.m. on Saturday, August 6, 2011; and
11:00 a.m. to 7:00 p.m. on Sunday, August 7, 2011.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-106 Temp. St. Closing - Buskerfest

NOTICE
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CITY SOLICITOR

10(k)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2011-107

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Queen Street East from East Street to Dennis Street for the purpose of Downtown Days.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto ENACTS as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

Council hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Dennis Street on the 14th day of July, 2011 from 4:00 p.m. to 11:00 p.m. for the purpose of Downtown Days.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-107 Temp. St. Closing Downtown Days

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-95

TRAFFIC: (T.2.1.) A by-law to amend Schedule "A" to Traffic By-law 77-200.

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 Traffic By-law 77-200 is amended as follows:

The following are deleted from Schedule "A":

<u>NO.</u>	<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
357	Leo Ave.	west	Queen St. East	North Limit of Civic No.129	0900 hrs to 1000 hrs 1500 hrs to 1600 hrs
358	Leo Ave.	east	Queen St. East	North Limit of Civic No.122	1000 hrs to 1100 hrs 1600 hrs to 1700 hrs

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in Open Council this 30th day of May, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

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CITY SOLICITOR

10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-96

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 448 & 452 Second Line West.

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. **448 & 452 SECOND LINE WEST; LOCATED ON THE NORTH SIDE OF SECOND LINE WEST APPROXIMATELY 71m WEST OF ITS INTERSECTION WITH PRENTICE AVENUE; CHANGED FROM R2 (SINGLE DETACHED RESIDENTIAL) TO R4 (MEDIUM DENSITY RESIDENTIAL)**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-89 of Schedule "A" to Zoning by-law 2005-150, is changed from R.2 (Single Detached Residential) zone to R.4.S (Medium Density Residential) zone with a "special exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of by-law 2005-151 is amended adding the following subsection 2(301) heading as follows:

"2(301) 448 & 452 Second Line West"

Despite the provisions of by-law 2005-150, the lands located on Second Line West, approximately 71m west of its intersection with Prentice Avenue and marked "subject property" on the map attached as Schedule 300 hereto is changed from R.2 (Single Detached Residential) zone to R.4.S (Medium Density Residential) zone with a "special exception" subject to the following special provisions:

1. That the required front yard setback be reduced from 7.5m to 4.4m
2. That the required rear yard setback be reduced from 10m to 1.5m
3. That a 1.8m high visually solid fence must be constructed and maintained along the east lot line of 448 Second Line West"

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 30th day of May, 2011.

NOTICE

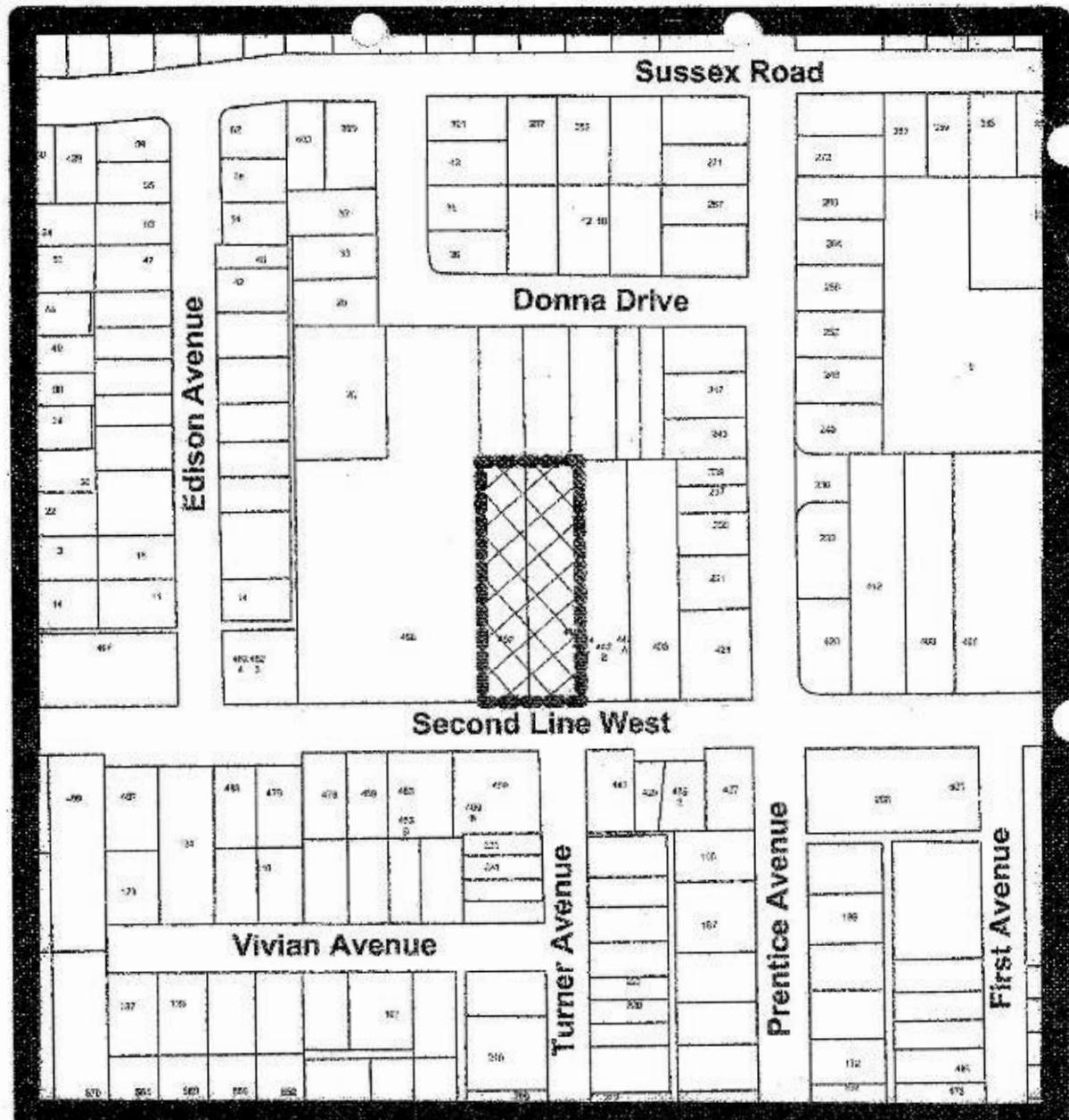
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

MAYOR – DEBBIE AMAROSO

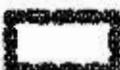
CLERK – MALCOLM WHITE

10(m)

SCHEDULE "A" TO BY-LAW 2011-96 OF THE CORPORATION OF THE CITY
OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 30th DAY OF
MAY, 2011.



SUBJECT AREA MAP
Planning Application A-10-11-Z
Subdivision File: 57T-11-501



Subject Property = 448 & 452 2nd Line W



Subject Property = 448 & 452 2nd Line W



2010 Progress Report



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



SAULT STE MARIE
**INNOVATION
CENTRE**



**Employment
Solutions**



Community Development Corporation
OF SAULT STE. MARIE & AREA
A Community Futures Development Corporation



SAULT STE. MARIE
**CHAMBER
OF COMMERCE**



Canada FedNor

“Together, the private and public sectors and the community will work to make and maintain Sault Ste. Marie as a leader in creating sustainable employment in a healthy, growing and diversified economy.”

- Destiny Sault Ste. Marie Vision Statement



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Destiny Sault Ste. Marie Partners

Voting Members

- Chair, Member at Large
Mike Marinovich
- City of Sault Ste. Marie
Don McConnell, Planning Director
- Community Development Corporation of Sault Ste. Marie & Area
Brian Irwin, Executive Director
- Sault College Employment Solutions
Linda Ryan, Director
- Sault Ste. Marie Chamber of Commerce
Robert Reid, President
- Sault Ste. Marie Economic Development Corporation
Tom Dodds, Chief Executive Officer
- Sault Ste. Marie Innovation Centre
Tom Vair, Executive Director

Resource Members

- FedNor - Industry Canada
Tracey Forsyth, Community Economic Development Officer
Dan Hollingsworth, Initiatives Officer
- Ontario Ministry of Northern Development, Mines and Forestry
Christine Kucher, Northern Development Advisor
- Ontario Ministry of Training, Colleges and Universities
Judy Montague, Service Delivery Manager

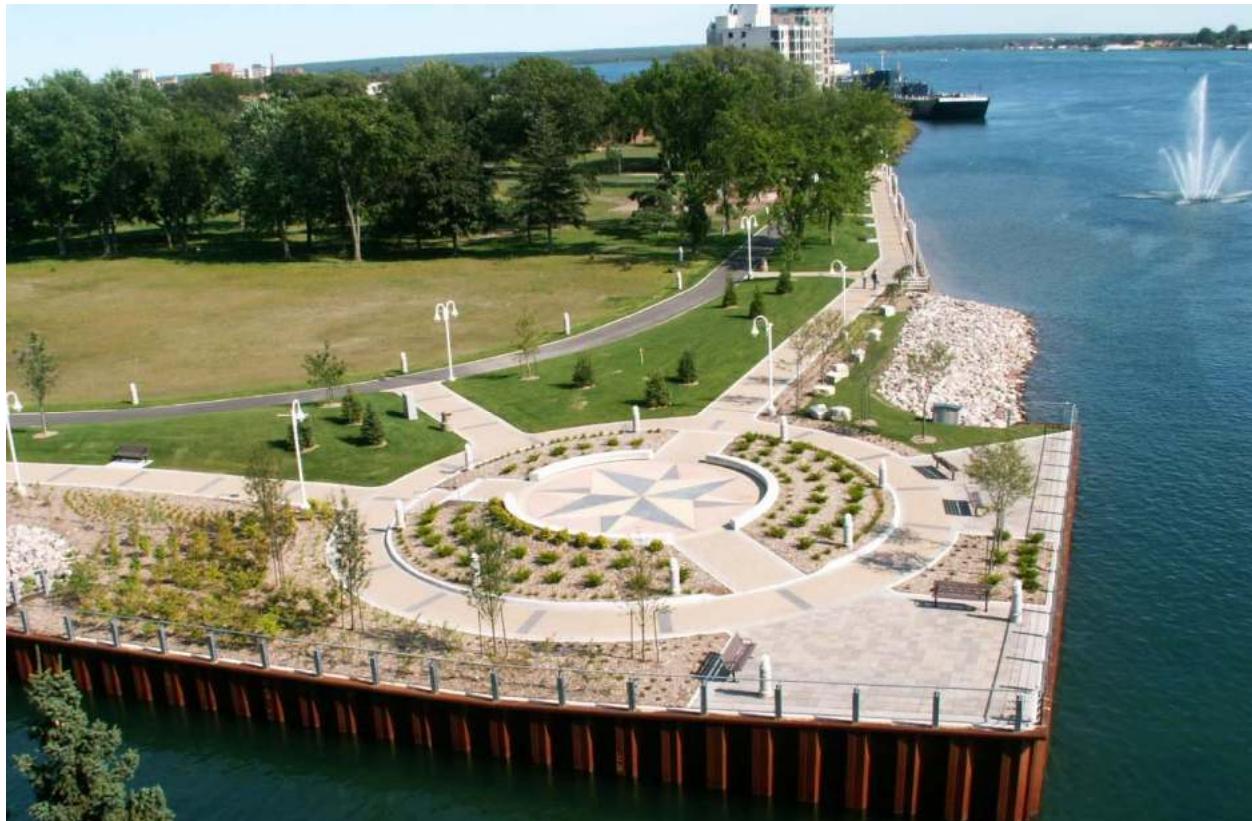
Message from the Chair

Destiny Sault Ste. Marie is a unique partnership. Its members represent economic development organizations, all three levels of government and the private sector in the community. Destiny SSM is a collaborative effort of its partners and acts as their common voice.

The purpose of the Destiny Sault Ste. Marie Steering Committee is to develop and implement the Destiny Sault Ste. Marie Strategic Plan by providing strategic direction, coordination, leadership and expertise to economic development efforts in Sault Ste. Marie.

A handwritten signature in blue ink that reads "Mike Marinovich".

Mike Marinovich, Chair
Destiny Sault Ste. Marie Steering Committee
May 2011



Introduction

Destiny Sault Ste. Marie has a proven track record. With successes in economic diversification, the partnership released a Best Practices Guide in 2008, a document that was shared with communities across Canada. It has also been well recognized nationwide, with members making presentations on behalf of Destiny SSM over the past five years in Yellowknife, Edmonton, Thunder Bay (Northern Ontario Economic Development Conference), London (University of Western Ontario's Ivey School of Business and the Welcoming Communities Conference) and, most recently, in Toronto (Ontario Good Roads Association/Rural Ontario Municipal Association Conference).

The 2010 Progress Report has been prepared to provide a summary of the background and recent activities of Destiny Sault Ste. Marie, present a brief overview of current local economic conditions with emphasis on the seven key strategic priorities, and to outline the Steering Committee's proposed 2011 work plan.

Background

In 2001, the Community Development Corporation of Sault Ste. Marie & Area, with financial assistance from FedNor, established an Economic Development Committee to respond to concerns regarding the city's longer-term economic future. The committee recognized that more deliberate collaboration with community stakeholders would yield significant benefits for Sault Ste. Marie and, as such, worked with key business and economic development partners to establish Destiny Sault Ste. Marie. The plan provides a common strategic direction for various organizations to work together to diversify the local economy.

The first economic diversification strategy was completed in November 2002. A revised strategy was issued in March 2003. In 2009, an updated economic diversification plan was approved based on seven strategic priorities.

During this time, the Destiny Sault Ste. Marie Steering Committee has continued to monitor local economic development programs and prepare various strategies consistent with the original mandate of economic diversification.

Initially, Destiny SSM had the services of a full-time Managing Director, support staff and external resources. Given the need to continue to coordinate and support economic diversification with reduced funding, new terms of reference have been prepared, which set out key objectives and responsibilities of the partners.

The Steering Committee does not duplicate the work of its individual partner members nor undertake specific projects. Rather, its focus is on collaboration among partners and the identification and support of strategic issues.

Destiny Sault Ste. Marie Steering Committee

The Destiny Sault Ste. Marie Steering Committee is comprised of seven voting members with senior level economic development experience representing local agencies and organizations. It also includes non-voting members from various Federal and Provincial Ministries who provide assistance and resources to the committee.

In 2010, the Steering Committee welcomed two new members:

- Linda Ryan, Director of Sault College Employment Solutions
 - Dave Murphy, Acting CEO of the Sault Ste. Marie Economic Development Corporation (SSMEDC), who replaced Bruce Strapp. Dave, in turn, was replaced on the Steering Committee in early 2011 by Tom Dodds, who became the new CEO of the SSMEDC.
-

The Steering Committee recently approved a new Terms of Reference that set out the following objectives:

- Act as a “common voice” of the Destiny Sault Ste. Marie partners on local economic development matters.
- Develop sector-specific strategic plans in collaboration with sector partners.
- Review economic opportunities and priorities within the context of the Destiny Sault Ste. Marie strategies and provide the appropriate support to those initiatives that will contribute to the fulfillment of the strategies.
- Integrate Federal and Provincial Government economic development initiatives with local strategies and actions.
- Review and comment on funding applications as requested.
- Review and update the Destiny Sault Ste. Marie Strategic Plan on a bi-annual basis.
- Provide an annual report to City Council and partner Boards on the activities of the Destiny Sault Ste. Marie Steering Committee.

Community Economic Overview

October 2008 saw the beginning of a severe and prolonged global economic downturn. Recovery is still ongoing, and high levels of government debt suggest that full recovery may be several years away.

Four different indicators have been used to provide an indication of the effects of this downturn on local economic activity.

- 1.) Labour Force and Employment
- 2.) Income
- 3.) Construction
- 4.) Apartment Vacancy Rates

Labour Force and Employment

Total employment is a better indicator than the more common unemployment rate. Ironically, an increase in economic activity will often see a rise in the unemployment rate, as more persons re-enter the labour force as a result of anticipated job opportunities.

Labour Force and Employment

Year	Labour Force	Employment	Unemployment	Unemployment Rate
2006	42,600	39,900	2,700	6.3%
2007	40,100	37,200	2,900	7.2%
2008	42,500	40,100	2,400	5.6%
2009	40,100	36,300	3,800	9.5%
2010	42,200	38,000	4,200	10.0%

Source: Monthly Labour Force Survey (Statistics Canada)

The local economy has partly recovered from the recession that began in 2008. However, total employment remains below 2008 levels, and approximately 24.5% of employment is part-time, an increase from 18.5% in 2009.

Income

The best indicator of the economic health of the community may be total income, as determined by annual taxation statistics. Total income in Sault Ste. Marie, as reported by the Canada Revenue Agency, reached \$2,344,267,000 in 2008, the last year for which data is available. Total income includes employment, pension, investment and all other sources of personal income. The table below sets out both employment income, total income and employment income as a percentage of total income.

Income

Year	Employment Income (\$)	Total Income (\$)	Employment Income as % of Total Income	Employment Income as % of Total Income (Ontario)
2004	1,213,839,000	1,940,070,000	62.6%	68.6%
2005	1,319,697,000	2,093,988,000	63.0%	68.4%
2006	1,349,577,000	2,142,102,000	63.0%	67.4%
2007	1,434,568,000	2,317,281,000	61.9%	66.2%
2008	1,476,090,000	2,344,267,000	63.0%	67.0%

Source: Revenue Canada

Over the past five years, total income in the community increased above the rate of inflation. Compared to Ontario, Sault Ste. Marie's smaller percentage of employment income is likely a function of the greater number of retired persons.

Construction

The value of construction provides an estimate of new investment in the community. Non-residential includes commercial, industrial and institutional projects.

Construction Values

Year	Residential (\$)	Non-Residential (\$)	Total (\$)
2006	23,471,346	26,188,570	49,659,916
2007	32,347,769	204,177,159	236,524,928
2008	42,651,024	70,318,312	112,969,336
2009	31,763,591	93,551,075	125,314,666
2010	38,391,696	105,080,083	143,471,779

Source: Building Division, City of Sault Ste. Marie

The large increase in non-residential construction in 2007 is a reflection of the new Sault Area Hospital building. Although the permit was issued in 2007, construction occurred over several years, and the project was completed in 2010. Non-residential construction has been very strong over the past five years with a large number of major infrastructure projects.

Overall, residential construction has also remained fairly strong. Over the past five years, annual construction has averaged 132 units per year, which is an increase from 102 units per year between 2001 and 2005.

Apartment Vacancy Rates

Year	October Vacancy Rate
2006	1.0%
2007	1.8%
2008	1.5%
2009	1.2%
2010	1.2%

Source: Canadian Mortgage Housing Corporation, Market Survey

Apartment vacancy rates remained very low. Only 82 new apartment and condominium units have been constructed over the past five years, and lack of available rental housing remains a concern.

Key Strategic Priorities - Recent Developments

This section lists the seven key strategic priorities described in the 2009 Progress Report, along with recent activities associated with each strategy:

Labour/Immigration Strategy

As the existing Canadian workforce ages and population shifts occur over the next 20 years, a significant percentage of new entrants to the workforce will come as a result of immigration. The majority of newcomers tend to settle in larger urban areas. In order to ensure Sault Ste. Marie has the workers it needs to meet future demands, a number of strategies were initiated:

- In January 2009, the Corporation of the City of Sault Ste. Marie launched www.discoverthesault.ca, an immigration web portal funded by the Ontario Ministry of Citizenship and Immigration designed to assist recent and potential newcomers with finding vital information pertaining to Sault Ste. Marie.
- In September 2009, the City of Sault Ste. Marie, with the funding from Citizenship and Immigration Canada, formed the Local Immigration Partnership (LIP). LIP developed a community-based settlement and integration strategy for newcomers to the community. The immigration strategy, *Creating a Welcoming Community*, was approved by City Council in June 2010.
- New to the Sault, a program of the Sault Community Career Centre, is funded by Citizenship and Immigration Canada and is a one-stop settlement service centre for newcomers to Canada living in Sault Ste. Marie and area. The program supports the successful integration of newcomers into the community.



The screenshot shows the homepage of [Discover the Sault](http://www.discoverthesault.ca). The top navigation bar includes links for Feedback, Contact Us, a search bar, and language selection (English). Below the header is a banner featuring a city skyline. The main content area is titled "LIVING" and features a sub-section titled "Living in Sault Ste. Marie". This section contains text about the city's amenities and a "Quality of Life Report". On the left, there are "NAVIGATION" and "SUB NAVIGATION" menus. On the right, there is a "FEB 2011" event calendar and a "Event Listing" section with several upcoming events like the "Foreign Film Festival" and "Bookkeeping 101".

Manufacturing and Assembly Strategy

- St. Marys Paper signed a 10-year power purchase agreement with the Ontario Power Authority, which will lead to the construction of a \$175-million co-generation plant that will utilize biomass (wood waste) to generate 30 megawatts of electricity.
- A \$6.5-million solar panel manufacturing plant from Heliene Canada opened.

PHOTO: An employee at Heliene Canada works to assemble on a photovoltaic solar panel.



Post Secondary Institute Strategy

- A new \$21.4-million Biosciences and Technology Convergence Centre at Algoma University is under construction. It will house business and technology tenants, including the Sault Ste. Marie Innovation Centre, and will help attract researchers, students, faculty and entrepreneurs to the community.
- Algoma University, which recently converted the Windsor Park retirement home into a downtown student residence, also plans on opening a \$6-million Fine Arts and Music Education (FAME) Centre at the site in 2012.
- A new \$25-million Academic Wing at Sault College is under construction. The building consists of flexible learning spaces with modular classroom design to accommodate a variety of program and student needs.
- A new \$22-million Algoma Public Health building on the Sault College campus is also under construction. It will consolidate five offices and create expanded research and teaching opportunities by creating significant synergies and opportunities for student learning in a variety of disciplines.
- Sault College added new academic programs, including Renewable Energy and Green Construction Techniques, Video Game Art, and Web Animation and Design. For Algoma University, new programs include a Master of Science in Computer Games Technology, the only such program offered in Canada, Honours Biology, and Bachelor of Social Work.
- Algoma University also announced the appointment of Dr. Nicola Shaw as Health Informatics Research Chair and Scientific Director for the Health Informatics Institute, and Dr. Pedro Antunes as Research Chair of Invasive Species Biology.

Renewable Energy Strategy

- The Sault Ste. Marie Innovation Centre, one of the Destiny SSM partners, has taken the lead to implement the Alternative Energy Strategy.
- Essar Steel completed construction of a \$135-million cogeneration plant that utilizes excess gas from the steelmaking process. The 70-megawatt project reduces the company's reliance on the power grid by an average of 50% and its nitrous oxide emissions by 15%.
- The \$360-million Pod Generating/Starwood Energy Group solar farm began construction. On Base Line, 20 megawatts are now in operation, while 30 more megawatts are nearing completion on Black Road.



PHOTO: One of two 10-megawatt solar farms on Base Line in the city's west end.

Science and Technology Strategy

- A new \$24-million Federal-Provincial Invasive Species Centre will be completed in May 2011.
- A \$5.5-million tire recycling facility from Ellsin Environmental has been completed and will begin production in 2011. The company uses a patented Reverse Polymerization process to break down old tires into their original elements: steel, oil and carbon black.
- The Elementa Group's proposed full-scale energy-from-waste plant is under development.
- Algoma Games for Health received \$276,500 to establish a cutting-edge video game development studio in Sault Ste. Marie to create and market various products for rehabilitation and training purposes.
- Northern Ontario Heritage Fund Corporation contributed \$522,588 to the Sault Ste. Marie Innovation Centre to fund three staff positions drive new research projects and private sector participation in the Bio-Sciences and Technology Convergence Centre.

Tourism Development Strategy

- A new five-year Strategic Plan was approved by Tourism Sault Ste. Marie, a division of the Sault Ste. Marie Economic Development Corporation.
- The Gateway Site Steering Committee is moving forward with a business plan to determine the type and scope of development, including a “best-bet” tourist attraction.
- The \$10-million Agawa Canyon Tour Train coach improvements, along with \$1.02 million in audio/video technology upgrade, are expected to be complete and ready for riders in the 2011 summer season.
- The community hosted a number of major events in 2010, including the Scotties Tournament of Hearts and Finn Grand Fest. As well, the 2012 Canadian Adult Recreation Hockey Association World Cup was secured and, with 2,500 participants, it will be the single largest international sporting event in the history of Northern Ontario.
- Completion of a successful Downtown Development Initiative, which was designed to encourage building façade improvements in the downtown core. Government incentive investments totaling \$1.355 million (\$570,000 from the Ontario Ministry of Agriculture, Food and Rural Affairs; \$500,000 from FedNor; and \$285,000 from the City) led to \$9.8 million in spending from the private sector into this key area of the community.
- The Hub Trail and Waterfront Walkway projects are nearing completion.

Transportation Infrastructure Strategy

- The Sault Ste. Marie Transportation Infrastructure Task Force, previously the Global Gateway Transportation Steering Committee, is moving forward with a strategy that includes serviced industrial land, a deep water port, multimodal opportunities and other transportation opportunities such as rail.
- A \$33-million upgrade to the Huron Central Rail line was announced.
- The \$44-million International Bridge Plaza redevelopment was announced with construction set to begin in 2011.
- The extension of Third Line to Peoples Road, McNabb to South Market, and Pine Street to Second Line East, are either underway or will begin in 2011.

Proposed 2011 Work Plan

Over the next six months, the Destiny Sault Ste. Marie Steering Committee will complete two significant reviews.

- 1.) The first will be a comparison of the revised FedNor funding programs with the Destiny Sault Ste. Marie strategic priorities to maximize integration and opportunities between Federal priorities and local initiatives.
- 2.) The second will be a similar comparison of the recently-released Northern Ontario Growth Plan to maximize opportunities with Provincial initiatives.

Following these reviews, and depending on the outcomes, additional work, including the development of sector-specific strategies, will be undertaken later this year.

Conclusion

Destiny Sault Ste. Marie is a unique partnership in Ontario. The Steering Committee's role is to maintain an up-to-date Economic Diversification Plan and to identify and support strategic opportunities within a changing economic and political environment.

Sault Ste. Marie has endured the 2008-09 global recession better than many other municipalities. However, the community needs to continue to focus efforts on key economic priorities and integrate its planning with current political initiatives. This is necessary to continue the ongoing diversification of the local economy and will create a better quality of life for residents, both now and in the future.



2010 PROGRESS REPORT



www.destinysm.com