

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 02 04

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2013 01 21 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the Agenda for 2013 02 04 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Don Mitchell, Chair – Transportation Infrastructure Committee and Oscar Poloni, KMPG will be in attendance concerning agenda item 6.(8)(a) – Sault Ste. Marie Regional Harbour Market and Business Analysis.
- b) Michael Howell – Ipsos Reid, Chris Kresin – Kresin Engineering and Domenic Parella – PUC Inc. will be in attendance concerning agenda item 6.(8)(b) – PUC Inc. – Water Quality Survey.

PART ONE – CONSENT AGENDA

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that all the items listed under date 2013 02 04 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO, FONOM is attached for the information of Council.
- b) A letter from the Minister of Transportation is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the letter from the Minister of Transportation concerning the discontinuance of the Connecting Link Program be referred to staff for review and report back to Council.

- c) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1 to December 31, 2012 is \$317,813 is attached for the information of Council.
- d) **Council Travel**

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that Councillor Steve Butland be authorized to travel to the Sustainable Communities Conference being held in Windsor (2 days in February) at an estimated cost to the City of \$1,650.

- e) **Staff Travel**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2013 02 04 concerning Staff Travel requests be approved as requested.

- f) **Tender for Rental of Four (4) Loader/Backhoes**

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Manager of Purchasing, dated 2013 02 04, be endorsed and that the tender for the supply and delivery of Four (4) Loader/Backhoes on a rental basis, as required the Public Works and Transportation Department, be awarded as recommended.

g) Property Tax Appeals

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 02 04 be approved and that the tax records be amended accordingly.

h) Biofilter Project – Contract 2011-7E

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of Land Development and Environmental Engineer dated 2013 02 04 concerning Biofilter Project – Contract 2011-7E be received as information.

i) Contract 2012-11E – Reconstruction of Small Central Creek Aqueduct – Additional Work

A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-law 2013-032 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

j) Transmission Capacity Constraints

A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2013 02 04 concerning Transmission Capacity Constraints be accepted and the recommendation that Council authorize a letter of support for a study by Great Lakes Power Transmission on transmission access for renewable energy projects and a proposed generation rejection pilot project be approved.

k) Bible Fellowship Church Request for Exemption from Dates in Fireworks By-law

A report of the Assistant Fire Chief, Fire Prevention and Public Education is attached for the consideration of Council.

The relevant By-law 2013-31 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

l) Fireworks By-law

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Assistant City Solicitor dated 2013 02 04 concerning Fireworks By-law be accepted and the recommendation to direct the Legal Department to draft a new fireworks by-law be approved.

m) Request for a Deeming By-law for Lots 18, 19 and 20 Plan 7234, Model City Subdivision

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

The relevant By-law 2013-29 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

n) Travel Request for Wawa Provincial Offences Court

A report of the Municipal Solicitor/Prosecutor is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Municipal Solicitor/Prosecutor dated 2013 02 04 concerning Travel Request - Wawa Provincial Offences Court be accepted and the recommendation to authorize the Solicitor/Prosecutor's travel to Wawa on various dates in 2013 at an estimated annual cost of \$2,400 be approved.

o) Addition to Schedule "A" By-law 77-200 – Traffic By-law

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Deputy Commissioner - Public Works and Transportation dated 2013 02 04 concerning Addition to Schedule 'A' - Traffic By-law 77-200 be accepted and the recommendation that the necessary by-law amendment as outlined in the report be prepared for a future meeting of Council be approved.

p) **Vehicle Parking at 124 Dennis Street – Odd Fellows for Drop Off / Pick Up of Equipment from Loan Cupboard**

A report of the Commission, Public Works and Transportation is attached for the consideration of Council.

The relevant By-law 2013-30 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

a) PUC/City Shareholder Agreement

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the City Solicitor dated 2013 02 04 concerning PUC/City Shareholder Agreement be accepted and the recommendation to authorize the Legal Department to negotiate with PUC Inc. and PUC Services Inc. to amend the existing shareholder agreements be approved.

(6) PLANNING

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) Report from the Transportation Infrastructure Committee: Sault Ste. Marie Regional Harbour Market and Business Analysis – Final Report by KPMG – Committee's Next Steps

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Whereas the development of an improved Regional Harbour in Sault Ste. Marie has been identified by City Council as the highest infrastructure priority for the City of Sault Ste. Marie; and

Whereas City Council has established the Transportation / Infrastructure Committee and approved the top priority of the Committee to be the Regional Harbour Improvement by resolution dated February 22, 2011; and

Whereas Council approved on February 6, 2012 the engagement of KPMG by way of contract to complete a market assessment and feasibility study for a Regional Harbour and directed the Transportation / Infrastructure Committee to manage accordingly; and

Whereas the Transportation / Infrastructure Committee has completed and fully endorses "The Sault Ste. Marie Regional Harbour Market and Business Analysis" completed by KPMG and has obtained endorsement of the Report in principle from Essar Steel Algoma; and

Whereas the results of the KPMG show very significant benefits and opportunities for an expanded Harbour Complex for the City of Sault Ste. Marie and region and clearly show the need to proceed with implementation recommendations;

Now Therefore Be It Resolved that City Council accepts and supports the KPMG Report "The Sault Ste. Marie Regional Harbour Market and Business Analysis" and approves the Transportation / Infrastructure Committee's proposed "Next Steps" as reported to Council.

b) PUC Services Inc. – Water Quality Survey – Ipsos Reid

A report of the President & C.E.O. PUC Services Inc. is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the presentations concerning Water Quality Survey and Augmented Residential Sampling Program be received as information.

c) 2012 Fourth Quarter Shareholder Report

A report of the President and CEO of the PUC Inc. is attached for the consideration of Council.

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the President and CEO of the PUC Inc. dated 2013 01 24 concerning 2012 Fourth Quarter Shareholder Report be received as information.

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

- a) Mover: Councillor P. Christian
Seconder: Councillor R. Niro

That Council inform the PUC by way of this resolution that it would like to renegotiate the shareholder agreement with regard to an upset limit on corporate donations.

- b) Mover: Councillor P. Christian
Seconder: Councillor S. Butland

Whereas the St. Marys River has been a gathering place for First Nations People for centuries; and

Whereas over the past 100 years, thousands of European immigrants have made Sault Ste. Marie their home; and

Whereas hundreds of international students from across the globe are currently enrolled at Algoma University and Sault College; and

Whereas it is generally accepted that future economic growth in Canada will be driven, in large part, by the participation of foreign workers; and

Whereas Sault Ste. Marie has demonstrated its desire to enthusiastically welcome new immigrants to the community through initiatives like the immigration portal; and

Whereas the City is continually looking for new ways to diversify our local economy and re-energize our downtown core;

Now Therefore Be It Resolved that council request that the EDC conduct a preliminary study on the possible development of an international market place that could be situated on or near the waterfront, in close proximity to our downtown core. This market place could serve as a retail hub, showcasing merchandize, food products, and arts and crafts of the many countries that are now representative of our local population. Furthermore, Council requests that the EDC meet with potential stakeholders such as Rivers Edge Developments, the Downtown Association area tourism attractions, Algoma University and Sault College to gather input and additional information as part of this preliminary study.

**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 TO BE PASSED which do not require more than a simple majority.

AGREEMENTS

a) 2013-28

A by-law to authorize an agreement between the City and the Canadian Union of Public Employees Local No. 67 – Day Care Group for the period commencing June 1, 2012 to May 31, 2015.

Approved by Council Resolution on July 16, 2012.

b) 2013-32

A by-law to amend By-law 2012-161 (a by-law to authorize a contract between the City and Avery Construction Ltd. for the Central Creek West Aqueduct Replacement on Central Street (Contract 2012-11E)).

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

FEES

c) 2013-24

A by-law to amend Committee of Adjustment By-law 2010-87.

Approved by Council Resolution on January 21, 2013.

PARKING

d) 2013-26

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.

REGULATIONS

e) 2013-31

A by-law to exempt Bible Fellowship Church from By-law 73-107 being a by-law to prohibit the use of fireworks in the municipality.

A report from the Assistant Chief – Fire Prevention and Public Education is on the agenda.

SUBDIVISION CONTROL

f) 2013-29

A by-law to deem not registered for purposes of subdivision control certain lots in the Model City Subdivision, pursuant to Section 50(4) of the *Planning Act*.

A report from the City Solicitor is on the agenda.

TRAFFIC

g) 2013-30

A by-law to amend Schedule "V" of Traffic By-law 77-200 regarding parking in front of the Odd Fellows site (124 Dennis Street).

A report from the Commissioner of Public Works and Transportation is on the agenda.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 01 21

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, F. Manzo, P. Mick

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, S. Schell, J. Dolcetti, R. Cobean, L. Perry, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2013 01 07 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Agenda and Addendum #1 for 2013 01 21 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Brett Lund, President, Ontario Winter Carnival Bon Soo, was in attendance concerning Proclamation – Bon Soo Winter Carnival.
- b) Bryan Hayes, Member of Parliament, was in attendance concerning the Federal Budget.
- c) Jim Waycik of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) was in attendance to provide an update to Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the presentation of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be referred to Destiny Sault Ste. Marie, the Economic Development Corporation and appropriate staff for review and report back to Council.

- d) Peter Vaudry and Stephanie Pagnucco were in attendance concerning agenda item 6.(8)(c) – Age-Friendly Sault Ste. Marie – Phase Two Assessment.
- e) Tom Dodds, CEO – Economic Development Corporation and Tom Vair, Executive Director – Innovation Centre were in attendance concerning agenda item 6(8)(a) – Accountability Agreements.
- f) Cathy Ferguson, Manager of Daycare Services, was in attendance concerning agenda item 5.(f) – Best for Kids – Pilot Summer Program.
- g) Andrew Ross was in attendance concerning agenda item 6.(8)(b) – \$190,000 EDF Request – Development of a Small Business Incubator Three (3) Year Pilot Project in Sault Ste. Marie.

PART ONE – CONSENT AGENDA

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2013 01 21 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from AMO, FONOM was received by Council
- b) Letters of request for temporary street closings in conjunction with Ontario Winter Carnival Bon Soo were received by Council.
 - 1) on Lake Street (lower) from Queen Street to Bellevue Park from 6:00 p.m. on February 1, 2013 to 8:00 p.m. February 10, 2013.; and
 - 2) Queen Street from Spring Street to Elgin Street from 4:45 p.m. to 7:00 p.m. on February 5, 2013; and
 - 3) Foster Drive from Elgin Street to Spring Street from 3:00 p.m. to 10:00 p.m. on February 1, 2013

The relevant By-law 2013-27 is listed under Item 10 of the Minutes.

c) **Staff Travel**

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2013 01 21 concerning Staff Travel requests be approved as requested. CARRIED

d) **2013 Corporate Membership Fees**

The report of the Deputy City Clerk and Manager of Quality Improvement was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2013 01 21 concerning corporate membership fees be received as information and the recommendation to proceed with payment of 2013 membership fees be approved. CARRIED

e) **2013 User Fees – By-law 2013-20**

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

The relevant By-law 2013-020 is listed under Item 10 of the Minutes.

f) **Best for Kids – Pilot Summer Program**

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Community Services dated 2013 01 21 concerning Best For Kids – Pilot Summer Program be accepted and the recommendation to continue with the program for 2013 at the same level of funding from the Social Services and Community Services departments be approved. CARRIED

g) Fourth Line Culvert Replacement – West of Brule Road

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Design and Construction Engineer dated 2013 01 21 concerning Fourth Line Culvert Replacement – West of Brule Road be accepted and the recommendation that AECOM be retained to provide design and contract administration at an estimated total project cost of \$895,000 with funding from the 2013 Capital Construction program be approved. CARRIED

h) Solar Photovoltaic Fit Application

The report of the Environmental Initiatives Co-ordinator was received by Council.

The relevant By-law 2013-025 is listed under Item 10 of the Minutes.

i) Solar Photovoltaic Fit Applications

The report of the Environmental Initiatives Co-ordinator was received by Council.

The relevant By-law 2013-022 is listed under Item 10 of the Minutes.

j) Amendment to Emergency Management Planning By-law 2008-40

The report of the Community Emergency Management Co-ordinator was received by Council.

The relevant By-law 2013-013 is listed under Item 10 of the Minutes.

k) First Right of Refusal Agreement Between Ellsin Environmental Ltd. and the City for the City Owned Property Abutting 155 Yates Avenue

The report of the City Solicitor was received by Council.

The relevant By-law 2013-023 is listed under Item 10 of the Minutes.

l) Application No. A-3-13-Z – filed by Childcare Algoma – Site Plan Control Designation

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Planning Division dated 2013 01 21 concerning Application No. A-3-13-Z – filed by Childcare Algoma – 1616 Queen Street East be received and that City Council pass By-law 2013-15 designating the subject property as an area of Site Plan Control. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION
- (2) COMMUNITY SERVICES DEPARTMENT
- (3) ENGINEERING
- (4) FIRE
- (5) LEGAL
- (6) PLANNING
- (7) PUBLIC WORKS AND TRANSPORTATION
- (8) BOARDS AND COMMITTEES
 - a) **Economic Development Corporation – Innovation Centre Accountability Agreement Reports**

The Economic Development Corporation and the Innovation Centre Accountability Reports and supporting information were received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Economic Development Corporation and the Innovation Centre Accountability Reports and supporting information be received as information. CARRIED

- b) **\$190,000 EDF Request – Development of a Small Business Incubator Three (3) Year Pilot Project in Sault Ste. Marie**

The report of the Chief Executive Officer of Sault Ste. Marie Economic Development Corporation was received by Council.

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that agenda item 6.(8)(b) be amended by adding the following text at the end of the resolution – "and, Further that City Council appoints Councillor Terry Sheehan to the Small Business Incubator Advisory Steering Committee". CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Executive Director, Sault Ste. Marie Economic Development Corporation dated 2013 01 15 concerning Small Business Incubator be accepted and the recommendation to provide \$190,000 from the

Economic Diversification Fund over a period of three years conditional upon requested funding from NOHFC and FEDNOR being received be approved.
AMENDED

c) **Age-Friendly Sault Ste. Marie – Phase Two**

A report of Age-Friendly Sault Ste. Marie is attached for the consideration of council.

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

Resolved that the report of Age Friendly Sault Ste. Marie dated January, 2013 concerning Age-Friendly Sault Ste. Marie – Phase Two Assessment be received as information. CARRIED

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

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 Amaro so as Council's proxy to vote on the resolution of the shareholder of PUC Inc. and PUC Services Inc. CARRIED

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

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Resolved that all by-laws listed under Item 10 of the AGENDA under date January 21, 2013 be approved. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-13 being a by-law to amend Schedule "A" to By-law 2008-40 (a by-law to adopt the Emergency Response Plan for the protection of

public safety, health, the environment, the critical infrastructure and property within the municipality) be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-14 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1616 Queen Street East be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-15 being a by-law to designate the lands located at 1616 Queen Street East an area of site plan control be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-16 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located in the Sherwood Heights Subdivision North Extension (Palmer Development) be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-17 being a by-law to designate the lands located in the Sherwood Heights Subdivision North Extension an area of site plan control (Palmer Development) be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-18 being a by-law to provide for Interim Tax Levies be Passed in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-19 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1318 Queen Street East be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich

Resolved that By-law 2013-20 being a by-law to establish user fees and services charges be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-22 being a by-law to authorize the execution of six (6) Municipal Council Support Resolutions to support six (6) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program be PASSED in open Council this 21st day of January, 2013.
CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-23 being a by-law to authorize the execution of an agreement between the City and Ellsin Environmental Ltd. (Ellsin) granting a first right of refusal to Ellsin on City owned property adjacent to Ellsin's property at 155 Yates Avenue be PASSED in open Council this 21st day of January, 2013.
CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-25 being a by-law to amend By-law 2012-75 (a by-law authorizing the execution of Municipal Council Support Resolutions) be PASSED in open Council this 21st day of January, 2013. CARRIED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-27 being a by-law to permit the temporary closing of various streets to facilitate various Bon Soo Winter Carnival events be PASSED in open Council this 21st day of January, 2013. CARRIED

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

12. ADDENDUM TO THE AGENDA

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that Council shall now go into Caucus to consider a legal 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.

13. ADJOURNMENT

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk

Malcolm White

From: communicate@amo.on.ca
Sent: January 30, 2013 3:33 PM
To: Malcolm White
Subject: AMO Breaking News - Kathleen Wynne Priority Summary

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

January 30, 2013

Here's what Premier-Designate Kathleen Wynne has said so far about her priorities (A quick summary of sound bites this week and during the convention)

- Will stay the course on the economic plan to eliminate the deficit by 2017-18 and as part of her leadership campaign committed to restricting overall spending increases to 1% below GDP growth after 2017-18 until Ontario's debt-to-GDP ratio returns to 27% (the pre-recession 2007 level). (*As provincial budget constraint responses continue to be identified, AMO remains firm that it will help government find efficiencies, but the upload Agreement we have with the government must not be delayed*).
- Wants to move forward to implement the Report of the Commission on Social Assistance Review which identified a large number of recommendations and she is asking for an implementation plan. (*Improving how those in need receive services is a shared interest but from AMO's perspective, if service functions such as Ontario Disability Support Program are to be transferred to and integrated with Ontario Works, then the upload Agreement and full mitigation of any impacts on property taxpayers need to be part of any transfer agreement*).
- Solving gridlock in Greater Toronto Area/Hamilton region and other urban areas is about how best to do this in terms of revenue tools; if not; calls on federal government to work on a dedicated national transit fund. (*AMO recognizes the need for transit funding mechanisms to get the most of the lifecycle of the current system while at the same time expanding systems to deal with current capacity and growth needs*).
- Will continue to build on other infrastructure investments (*AMO has called for a dedicated roads and bridge fund and with the Province a joint framework for going forward was produced in 2012*).

AMO will track any future commentary on priorities during the transition and the days going into the Throne Speech. (The Throne Speech can be expected shortly after the resumption of the Ontario Legislature which is likely to occur on February 19th). Our work on profiling key priorities, some of which include: changes to make arbitrators more accountable and transparent; looking ahead at municipal fiscal sustainability; changes to the *Municipal Election Act* before 2014; advocacy on infrastructure program design; impacts of source water protection; and how we can build more predictability into the land use planning and decision-making process.

In congratulating her, AMO President said that the Association acknowledges her strong belief in the role municipal government plays in making Ontario successful. From our experiences with her as former Minister of Municipal Affairs and Housing, in Transportation and as a Co-Chair of the AMO-Province Memorandum of Understanding (MOU) meetings, we know she wants ideas and will explore options and that this comes about from open and frank discussions. The MOU Table is a valuable pre-consultation tool and joint problem solving forum that we are confident members of her Cabinet will want to use more extensively.

Yesterday, Wynne rounded out her Transition Team. It is led by Monique Smith, former MPP and Cabinet member and includes:

- Tom Allison: Kathleen Wynne Campaign Manager
- Arnold Chan: Vice President, Aboriginal Affairs and General Counsel, Xeneca Power Development Inc. and former political staff advisor
- Bernadette Clement: Lawyer at the S.D.G Legal Clinic and former Cornwall City Councilor
- David Crombie: Former Member of Parliament and Mayor of Toronto
- Tony Dean: Former Secretary of the Cabinet and Clerk of the Executive Council
- Don Drummond: Chair of the Commission on the Reform of Ontario's Public Services (Drummond Report)
- Jan Innes: Vice President of Public Affairs of Rogers Media and former Executive Assistant to Premier David Peterson
- Frances Lankin: Co-Chair of the Social Assistance Review Commission, former Ontario MPP (NDP) and former Cabinet Minister
- Dr. Ben Levin: Canada Research Chair in Education Leadership and Policy at the Ontario Institute for Studies in Education
- Lyn McLeod: Former Leader of the Ontario Liberal Party and former Cabinet Minister
- Glen Murray: Former Minister of Research and Innovation and was Minister of Training, Colleges and Universities until resigning to run as a candidate
- Elaine Todres: Former Deputy Minister and was involved in previous provincial public service 'transformation'
- Angus Toulouse: Regional Chief of Ontario and from the Sagamok Anishinabek First Nation and an elected member of the AFN Executive Committee
- Greg Sorbara: Former Minister of Finance and former Ontario Liberal Party Campaign Co-Chair
- Hari Sughan Subramaniam: Former Director of Policy and Legislative Affairs, Ministry of Economic Development and Trade
- Maria Van Bommel: Former Member of Provincial Parliament, Lambton—Kent—Middlesex.

The swearing of Premier-Designate is to be sometime next week. We will keep members informed on a number of the Cabinet postings since municipal government is directly affected by so many Ministries as well as the broader community interests.

Contact: Monika Turner, AMO Director of Policy at mturner@amo.on.ca or 416-971-9856 ext. 318

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

Malcolm White

From: communicate@amo.on.ca
Sent: January 22, 2013 8:10 PM
To: Malcolm White
Subject: AMO Breaking News - Policing Update - January 2013

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

Last week Public Safety Canada held a Summit on the Economics of Policing which included nearly 300 representatives from across the country. AMO was represented at the Summit by Past President Gary McNamara, Mayor of the Town of Tecumseh.

Federal Minister Vic Toews spoke of two options to address the rising cost of policing - do nothing and become forced to cut drastically or be proactive in the pursuit of meaningful ways to achieve sustainable policing costs. AMO continues to advocate for the latter.

The Federation of Canadian Municipalities estimates costs for police services in Canada went up from \$6.4 billion in 1999 to \$12.3 billion in 2009, with municipalities paying for 60 per cent of that increase. Here in Ontario, municipalities alone spent more than \$3.5 billion on policing in 2010. This is being tackled in part by the Future of Policing Advisory Committee and its working groups in which municipalities, through AMO, are well represented.

AMO continues to raise issues related to the cost of policing in a variety of areas. The accountability and transparency of arbitrators remains AMO's top priority. AMO President Russ Powers and Past President Gary McNamara recently met with the Minister of Community Safety and Correctional Services, the Honourable Madame Meilleur, and OPP Commissioner Lewis to highlight the mutual need for progress and our pledge to provide municipal input as necessary to deliver further efficiencies. AMO remains committed to working with the government on these issues.

Rising emergency service costs continues to capture media attention. Below are two recent stories of interest:

The website of TV Ontario's *The Agenda with Steve Paikin* features an interview with Professor Christian Leuprecht of Royal Military College and Queen's University on the rising cost of emergency services. Posted December 2012, the interview provides a good overall picture of key issues affecting municipalities and emergency service costs.

<http://theagenda.tvo.org/blog/agenda-blogs/agenda-plus-cost-emergency-services>

The Canadian Broadcasting Corporation last week ran a special series of stories dedicated to the cost of policing. Among them, University of Ottawa Criminologist Michael Kempa published the following story on police costs.

<http://www.cbc.ca/news/canada/story/2013/01/14/f-vp-kempa-future-policing.html>

AMO will continue to update municipalities on these issues.

Contact: Matthew Wilson, Senior Advisor, 416-971-9856 extension 323 mwilson@amo.on.ca

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these

Malcolm White

From: communicate@amo.on.ca
Sent: January 22, 2013 6:28 PM
To: Malcolm White
Subject: AMO presents a new course on Personal Responsibilities
Attachments: PRFlyer.pdf

Wrap your head around the headlines and get the knowledge you need to stay protected with a new course from AMO.

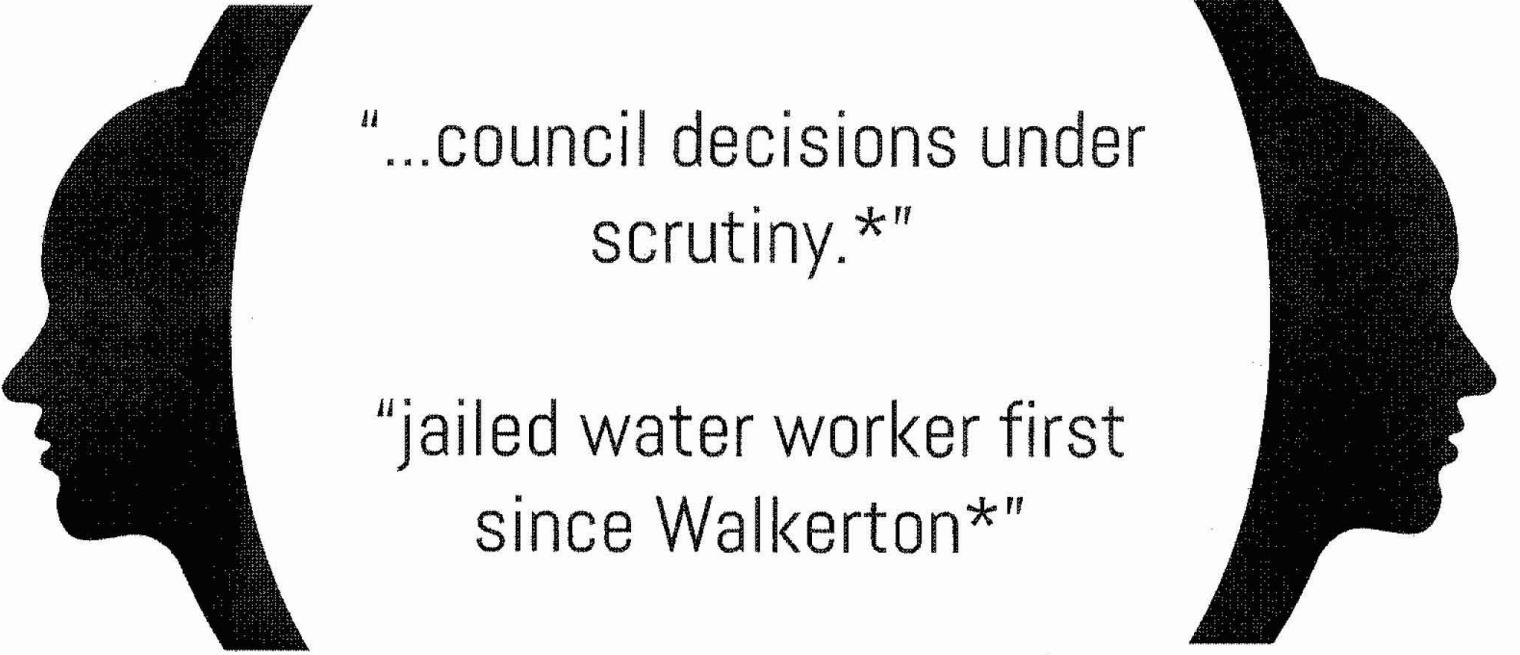
What are your Personal Responsibilities as a Councillor?

Citizens across Ontario are increasing their scrutiny of councils and individual members of Councils behaviour - this is not limited to large urban centres, although they may get the most press. Couple this with a shift in personal obligations under the Safe Drinking Water Act it's time to learn how to protect your reputation, your personal finances and your political legacy.

Course content includes: Water Regulation, Safe Drinking Water Act, 2002; Oath of Office; Municipal Conflict of Interest Act; Codes of Conduct; Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace), 2009; Procedure By-Law Behavior; Legislative Protection for Members (Municipal Act sections 45, 279, 283, 448(1); MCIA section 14) ;The role of the Municipal Solicitor and so much more...

This full-day workshop (8:30 am to 4:30 pm) will be offered on Sunday February 24th at the Fairmont Royal York Hotel. This course coincides with the ROMA/OGRA Conference. Lunch will be provided.

Register using the attached PDF or online at www.amo.on.ca



"...council decisions under scrutiny.*"

"jailed water worker first since Walkerton*"

Wrap your head around the headlines and get the knowledge you need to stay protected with a new course from AMO.

What are your Personal Responsibilities as a Councillor?

Citizens across Ontario are increasing their scrutiny of councils and individual members of Councils behaviour - this is not limited to large urban centres, although they may get the most press. Couple this with a shift in personal obligations under the Safe Drinking Water Act it's time to learn how to protect your reputation, your personal finances and your political legacy.

Course content includes: Water Regulation, *Safe Drinking Water Act*, 2002; Oath of Office; *Municipal Conflict of Interest Act*; Codes of Conduct; Bill 168, *Occupational Health and Safety Amendment Act* (Violence and Harassment in the Workplace), 2009; Procedure By-Law Behavior; Legislative Protection for Members (*Municipal Act sections 45, 279, 283, 448(1); MCIA section 14*); The role of the Municipal Solicitor and so much more...

This full-day course (8:30 am to 4:30 pm) will be offered on Sunday February 24th at the Fairmont Royal York Hotel. This course coincides with the ROMA/OGRA Conference.

Lunch will be provided.

Personal Responsibilities Registration Form

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.
Please fax registration form to (416) 971-9372

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

Session Title	Location	Cost	Final Cost
Personal Responsibilities	Fairmont Royal York Sunday February 24th	\$400 + 13% HST	\$452.00

PAYMENT

Refund Policy: Cancellations must be made in writing and received by AMO no later than end of day February 8, 2013 to receive a partial refund minus the administration fee of \$ 50.00 plus HST. No refunds will be made for any cancellations made after February 8th, 2013

<input type="checkbox"/> Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa
<input type="checkbox"/> Please invoice me.	Card #
	Name on Card
	Expiry Date
	Signature

2013 FONOM / MMAH Northeastern Municipal Conference

Connecting and Strengthening Communities

Dates: May 30 - June 1, 2013

Location: Charles W. Stacey Centre for the Performing Arts
299 Bay Street, Parry Sound, Ontario

Preparations are now underway for the upcoming 2013 FONOM / MMAH Northeast Municipal Conference hosted in the charming village of Parry Sound, Ontario. Set for May 30 - June 1, this annual conference is the perfect opportunity to get involved in local government, attend lectures, while connecting with municipal colleagues from across Northeastern Ontario.

Conference Highlights include:

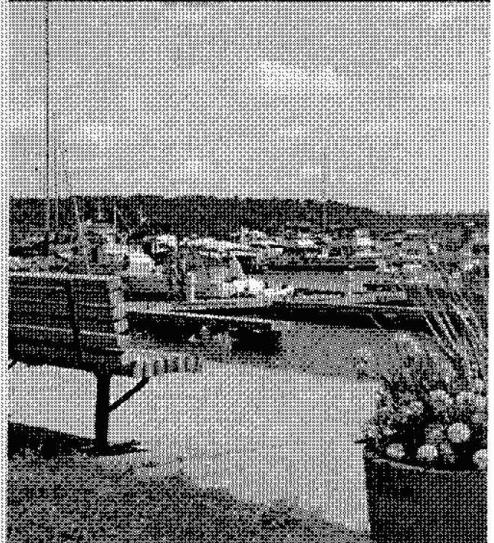
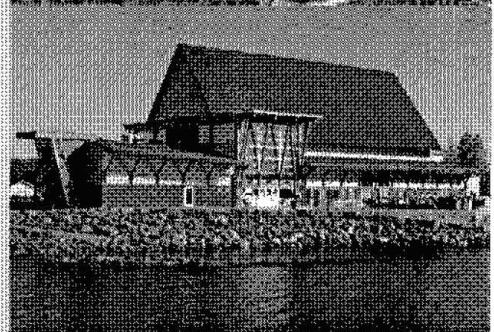
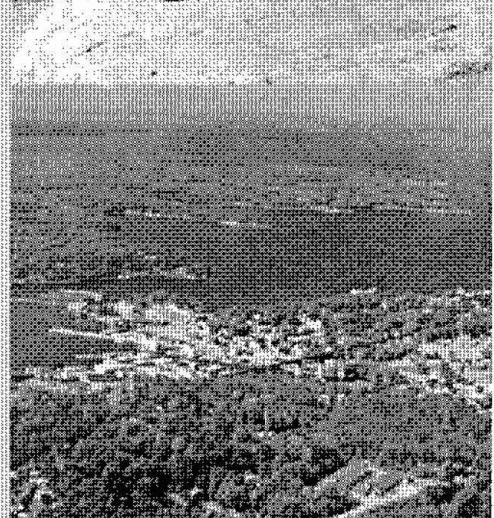
- Updates on provincial legislation
- Information and insights on various municipal issues
- Workshops
- Keynote speakers
- Annual FONOM Business Meeting

Community Round Table Show

May 30 & 31, 2013

For further information, logos and venues please contact Southwest Ontario Municipal Association at www.soma.on.ca

For all other conference inquiries please contact:
Local Government Administration
Community Development & Economic Services
Town of Parry Sound
705-746-2200
parrysound@ontario.ca



FONOM
The Federation of Northern Ontario Municipalities



Hosted by the West Parry Sound Municipalities
Archipelago, Carling, McDougall, McKellar, Parry Sound, Seguin, Whitestone

5(b)

Ministry of Infrastructure	Ministère de l'Infrastructure
Ministry of Transportation	Ministère des Transports
Ministry of Municipal Affairs and Housing	Ministère des Affaires municipales et du Logement
Office of the Minister	Bureau du ministre
Ferguson Block, 3 rd Floor 77 Wellesley St. West Toronto, Ontario M7A 1Z8 416-327-9200 www.ontario.ca/infrastructure www.mto.gov.on.ca www.ontario.ca/MAH	Édifice Ferguson, 3 ^e étage 77, rue Wellesley ouest Toronto (Ontario) M7A 1Z8 416-327-9200 www.ontario.ca/infrastructure www.mto.gov.on.ca www.ontario.ca/MAH



RECEIVED
JAN 28 2013

MAYOR'S OFFICE

JAN 23 2013

Her Worship Debbie Amaroso
Mayor
City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso:

I am taking the opportunity to write to you to clarify that the Ministry of Transportation's Connecting Link Program has been discontinued.

I appreciate the challenges facing municipalities in maintaining their infrastructure. That is why the Ontario Government has incorporated the Connecting Links Program in the expanded Municipal Infrastructure Investment Initiative (MIII) funding stream.

In August 2012 The Ontario Government launched the MIII (Municipal Infrastructure Investment Initiative) which will provide funding for critical road, bridge, water and wastewater projects including connecting links. This broader program will provide almost \$100 million over three years to help municipalities address their infrastructure needs.

The first phase of the plan is providing up to \$9 million to help 358 municipalities prepare asset management plans. The second phase which was announced in November 2012, will provide nearly \$90 million to help municipalities undertake critical infrastructure projects. The capital program includes a pre-screening process as well as an application process. The deadline to submit an Expression of Interest was January 9, 2013. A decision will be made as soon as possible regarding which municipalities will be given the opportunity to submit a full application for funding under this program.

-2-

Investing in infrastructure is part of the Ontario Government's plan to create jobs and strengthen the economy. A strong economy protects the services that mean the most to families - health care and education. That is why, since 2003, we have invested \$13 billion in infrastructure funding, including \$1.5 billion for roads and bridges.

In June 2011, the Ontario government released *Building Together*, our long-term infrastructure plan that sets out the government's commitment to making investments in public infrastructure. Through *Building Together*, the Ontario government committed \$35 billion in infrastructure investments over the next three years.

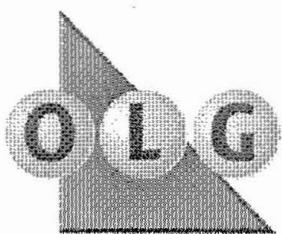
Ontario remains committed to working with AMO and all municipalities to ensure critical local infrastructure needs are met and I would appreciate any feedback you might have in this regard.

Sincerely,



Bob Chiarelli
Minister

c: Joseph Fratesi, CAO
Orazietti, David, MPP, Sault Ste. Marie

CONFIDENTIAL**ONTARIO LOTTERY AND GAMING
CORPORATION (OLG)**

4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8

Ph: 416-224-7047

Fax: 416-224-7002

Date: January 18, 2013**To:** Mayor Debbie Amaroso
City of Sault Ste. Marie**Fax:** 705-541-7171**Email:** mayor.amaroso@cityssm.on.ca**From:** Jake Pastore
Director, Municipal & Community Relations**Message:**

Please note that there will be a financial transaction to your Municipality's account on January 18, 2013 in the amount of **\$317,813**.

This transaction represents the quarterly payment of the 5%-2% allocation from October 1 to December 31, 2012 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of the **Casino Sault Ste. Marie**. This brings the grand total to **\$21,161,069**.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

the

*Giacomo (Jake)**Pastore*Director, Municipal &
Community Relations

Phone: 416-224-7047

Fax: 416-224-7002

Email: JPastore@OLG.CA

A Proud Community Partner

Casino Sault Ste Marie
Municipal Commission Statement
for the quarter ended December 31, 2012
Unaudited results, subject to final reconciliation

TOTAL NET WIN (as per IFRS)
for the quarter ended December 31, 2012 6,108,426

Municipal Commission 5% of Net Win 305,421

Quarter Ended December 31, 2012 one time payment*
(due to difference between IFRS and CGAAP) 12,392

Net to be transferred 317,813

Transferred via EFT

* As per letter dated February 10, 2012, transition payment up to December 31, 2012

Prepared by Corporate Accounting & Reporting

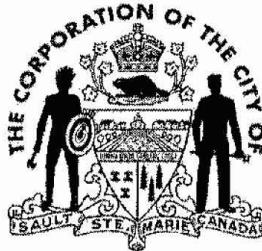


CASINO REVENUE SUMMARY**City of Sault Ste. Marie****CITY 5% SLOT REVENUE**

	TOTAL	Increase over Previous Year		
Total 1999	783,232			
Total 2000	1,292,709	65.0%		
Total 2001	1,611,235	24.6%		
Total 2002	1,926,143	19.5%		
Total 2003	1,915,935	-0.5%		
Total 2004	1,870,351	-2.4%		
Total 2005	1,577,078	-15.7%		
Total 2006	1,455,919	-7.7%		
Total 2007	1,530,207	5.1%		
Total 2008	1,517,040	-0.9%		
Total 2009	1,472,299	-2.9%		
Total 2010	1,463,082	-0.6%		
 2011				
January 1 to March 31, 2011	342,923			
April 1 to June 30, 2011	340,576			
July 1 to September 30, 2011	379,936			
October 1 to December 31, 2011	343,070			
Total 2011	<u>1,406,505</u>	-3.9%		
 2012				
January 1 to March 31, 2012	331,195			
April 1 to June 30, 2012	339,781			
July 1 to September 30, 2012	350,543			
October 1 to December 31, 2012	317,813			
Total 2010	<u>1,339,332</u>	-4.8%		
 Total Funds Received since 1999	<u>21,161,067</u>			
 Jan. to March	% Increase	April to June	% Increase	
1999	0	0	0	
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%
2012	331,195	-3%	339,781	0%
 July to Sept.	% Increase	Oct. to Dec.	% Increase	
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%	338,643	-10%
2010	394,017	-3%	347,449	3%
2011	379,937	-4%	343,070	-1%
2012	350,543	-8%	317,813	-7%

5(e)

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



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

2013 02 04

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. **Bob Camirand – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 8 – 10, 2012
Toronto, Ontario
Estimated total cost to the City - \$ 1,411.07
Estimated net cost to the City - \$ 1,411.07

2. **Brad Miller – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 8 – 10, 2012
Toronto, Ontario
Estimated total cost to the City - \$ 1,439.32
Estimated net cost to the City - \$ 1,439.32

3. **Don Scott – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 8 – 10, 2012
Toronto, Ontario
Estimated total cost to the City - \$ 1,439.32
Estimated net cost to the City - \$ 1,439.32

4. **Patti Lebel – Social Services – Ontario Works Division**

OW Northern Tri Pod Meeting

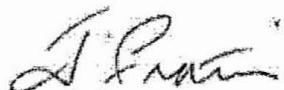
February 26, 2013

Blind River, Ontario

Estimated total cost to the City - \$ 191.75

Estimated net cost to the City - \$ 191.75

Yours truly,

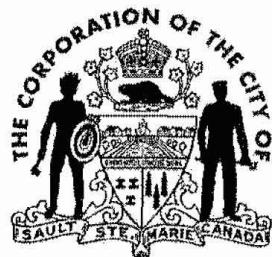


JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Tim Gowans
Manager of Purchasing

Finance Department
Purchasing Division



2013 02 04

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR RENTAL OF FOUR (4) LOADER/BACKHOES

PURPOSE

Attached hereto for your information and consideration is the summary of the tenders received for the supply and delivery of Four (4) Loader/Backhoes on a rental basis, as required by the Public Works & Transportation Department for summer construction.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held January 22, 2013 with Councillor Lou Turco representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed by Mr. Mike Blanchard, Manager of Equipment & Building Maintenance, and the low tendered prices, meeting specifications, have been identified on the attached summary.

IMPACT

Funding for this equipment rental is provided within P.W.T.'s Hired Equipment Accounts.

STRATEGIC PLAN

This equipment rental is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Four (4) Loader/Backhoes on a rental basis be awarded to Toromont Industries at a weekly rental payment of \$646.36 plus H.S.T. per machine, on a three (3) year basis allowing for two (2) additional year extensions.

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

TG:nt
Attach.

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL
[Signature]

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$131,400.00

Received: January 22, 2013
File: 2013WA01t

**SUMMARY OF TENDERS
RENTAL OF FOUR (4) BACKHOES (26 WEEK SEASON)**

<u>Firm</u>	<u>Unit #</u>	<u>Manufacturer & Model #</u>	<u>Rear Bucket Size</u>	<u>Net Unit Price Per Week/Unit (H.S.T. extra)</u>	<u>Hourly Rate Over 720 Hrs Per Unit</u>	<u>Total Net Cost 4 Units-26 Wks (H.S.T. extra)</u>	<u>Remarks</u>
Battlefield Equipment Sault Ste Marie, ON	1	2013 CAT 420F IT	30"	\$1,333.00	not stated (in accordance with pricing schedule tendered)	\$106,640.00 3 Weeks Charges to be Invoiced for 4 Weeks Usage	Does not meet specifications Ground Level Lift Capacity less than Specified 3 Weeks Charges to be Invoiced for 4 Weeks Usage
	2	2012 CAT 420F IT	30"	\$1,333.00			
	3	2013 CAT 420F IT	24"	\$1,333.00			
	4	2013 CAT 420F IT	24"	\$1,333.00			
NORTRAX Canada Inc. Lively, ON	1	2013 John Deere 410K	30"	\$1,029.25	\$23.40 plus H.S.T.	\$106,912.00	Meets Specifications Local Service Location not identified Hourly Overage Calculated on Monthly Basis
	2	same	30"	\$1,029.25			
	3	same	24"	\$1,026.75			
	4	same	24"	\$1,026.75			
Strongco Limited Partnership Mississauga, ON	1	2013 Volvo BL70B	30"	\$825.00	not stated	\$85,800.00	Does not meet specifications Ground Level Lift Capacity less than Specified
	2	same	30"	\$825.00			
	3	same	24"	\$825.00			
	4	same	24"	\$825.00			
Toromont Industries Sault Ste Marie, ON	1	2013 CAT 430F	30"	\$646.36	\$9.25 plus H.S.T.	\$67,221.44	Meets Specifications
	2	same	30"	\$646.36			
	3	same	24"	\$646.36			
	4	same	24"	\$646.36			
Tracks & Wheels Sault Ste Marie, ON	1	2013 Case 590 SN	30"	\$725.00	\$25.00 plus H.S.T.	\$75,400.00	Meets Specifications
	2	same	30"	\$725.00			
	3	same	24"	\$725.00			
	4	same	24"	\$725.00			
United Rentals Sudbury, ON	1	2013 Case 590 SN	30"	\$1,000.00	\$33.00 plus H.S.T.	\$104,000.00	Meets Specifications
	2	same	30"	\$1,000.00			
	3	same	24"	\$1,000.00			
	4	same	24"	\$1,000.00			

Note: The low tendered prices, meeting specifications, are boxed above.

It is my recommendation that the low tendered prices, meeting specifications, submitted by Toromont Industries, be accepted.

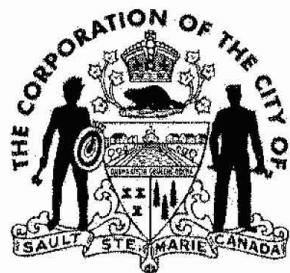
The Total Cost to the City for 4 Units for each 26 week Season will be \$68,404.54 including the non-refundable portion of the H.S.T.

Tim Gowans
Manager of Purchasing

(615)

5(g)

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

RE: Property Tax Appeals

PURPOSE

Council approval is required pursuant to Section 357 of the Municipal Act.

BACKGROUND

Listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act.

ANALYSIS

The Municipal Property Assessment has recommended the amount of assessment to be adjusted.

IMPACT

There is an annual budget allocation for tax write-offs.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

That the report of City Tax Collector dated 2013 02 04 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

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

Peter A. Liepa
City Tax Collector

Recommended for approval,

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

RECOMMENDATION FOR APPROVAL
Joseph M. Frazer
Chief Administrative Officer

William Freiburger
Commissioner of Finance & Treasurer

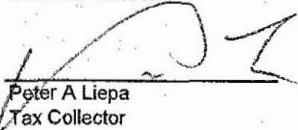
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2013 02 04
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2012			CANCELLATIONS	TOTAL
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST
010-005-011	00031 Trunk Road	Riocan Holdings Inc.	CT/ST	D	12-034	8,332.45	8,332.45
010-060-021	00388 River Road	Berg David Michael	RT	D	12-035	710.20	710.20
060-013-015	00055 Edison Avenue	Pedersen Lynn Margaret	RT	C	12-036	398.30	39.84
060-070-208	00048 Simcoe Street	Desjardins Danny Lou	RT	D	12-037	702.11	5.08
							707.19

Certified Correct:



Peter A Liepa
Tax Collector

REPORT TOTAL	10,143.06	44.92	10,187.98
--------------	-----------	-------	-----------

- A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

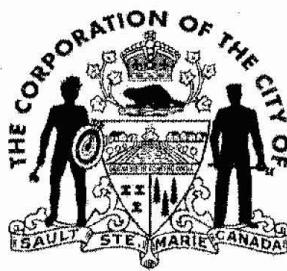
- D. DEMOLISHED AFTER RETURN OF ROLL
- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS

5(g)

5(h)

Jerry Dolcetti, RPP
Commissioner

Catherine Taddo, P. Eng.
Land Development & Environmental
Engineer



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 04

File: 2011-7E

Mayor Debbie Amaroso and
Members of City Council

**RE: BIOFILTER PROJECT
CONTRACT 2011-7E**

PURPOSE

The purpose of the report is to provide an information update relating to the biofilter project at the East End Water Pollution Control Plant.

BACKGROUND

On April 2, 2012 Council approved a by-law to authorize execution of the construction contract with Avery Construction for the biofilter work. The project includes biofilter media replacement, and enhanced humidification and irrigation.

ANALYSIS

The odour control system includes two components: the biofilter, and the humidification tower. The new biofilter consisting of inorganic media was activated on July 13, 2012. Since this time, work has progressed on the new humidification tower, which will enable heating and humidification of the incoming air stream. On January 24, 2013, the new humidification tower was activated. Enduro will be returning to the site for final commissioning of the system in the near future.

The biofilter supplier, Enduro, attended the site on January 18, 2013. The following actions were taken:

- Approximately 1000 gallons of mixed liquor from the bioreactor was added to the biofilter to seed it;
- Approximately 25 lbs of bioboost was added to promote bacteria colony growth and reduce the acclimation period, and;
- Irrigation of the biofilter was increased.

The biofilter system is being monitored closely and adjustments are being made accordingly.

IMPACT

There is no budget impact.

STRATEGIC PLAN

The report is linked to Strategic Direction 1: Developing Solid Infrastructure, Objective 1A – Environmental Leadership.

RECOMMENDATION

It is recommended that the report of the Land Development and Environmental Engineer concerning the biofilter project be accepted as information.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

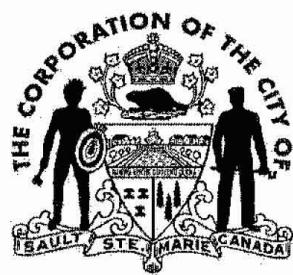
RECOMMENDED FOR APPROVAL


Joseph M. Pratesi
Chief Administrative Officer

5(i)

Jerry D. Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng
Design & Construction Engineer



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 04

Our File: Contract 2012-11E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-11E
RECONSTRUCTION OF SMALL CENTRAL CREEK AQUEDUCT – ADDITIONAL
WORK**

PURPOSE

The purpose of this report is to obtain approval to extend the scope of work to include additional repairs to the Central Creek West Aqueduct Replacement contract.

BACKGROUND

At the 2012 08 13 meeting, Council approved awarding the small Central Creek Aqueduct Replacement (Contract 2012-11E) to Avery Construction.

ANALYSIS

This project has gone very well from a budget standpoint; therefore we requested a price from Avery to repair an additional segment of the aqueduct north of the Bonney Street crossing. Avery's price to complete this repair is \$70,000.

IMPACT

The final engineering and construction costs will not exceed \$800,000 which is under the 2012 budget amount of \$1 million.

STRATEGIC PLAN

The reconstruction of failing aqueducts is related to Objective 1A, Environmental Leadership under the Developing Solid Infrastructure strategic direction.

2013 02 04

Page 2

RECOMMENDATION

We recommend that Council approve the additional work to be included in the overall project. Construction will commence in the spring of 2013 and will be completed by September. By-law 2013-32 authorizing this change has been placed on the Agenda for your consideration.

Respectfully submitted,



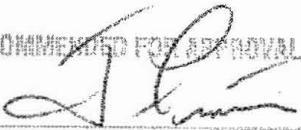
Carl Rumiell, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

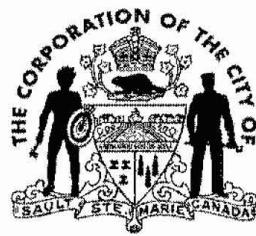
CR/al


RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 04

File: B-11-06

Mayor Debbie Amaroso and
Members of City Council

RE: TRANSMISSION CAPACITY CONSTRAINTS

PURPOSE

The purpose of this report is to respond to the Council resolution dated 2013 01 07:

Be it Resolved that Madison Zuppa, Environmental Initiatives Co-ordinator, be authorized to convene a meeting with possible representation from PUC, EDC, Innovation Centre, Great Lakes Power Transmission, CAO, Mayor and one or two Councillors, City Engineering, Robert Reid of N'Sci Technologies, and MPP David Orazietti to determine the following:

1. *Amount of distribution and transmission capacity allocated for Sault Ste. Marie for MICROFIT and FIT programs.*
2. *Whether projects such as Elementa and Landfill Gas projects are separate from MICROFIT and FIT programs.*
3. *Development of a strategy to deal with any potential shortcomings that would impact further alternative energy initiatives.*
4. *Potential costs associated with capacity limitations.*
5. *Whether initiatives such as St. Mary's cogeneration and wind turbines north of Sault Ste. Marie are considered part of Sault Ste. Marie's transmission allocation.*

Moved by Councillor L. Turco and seconded by Councillor S. Butland.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Ontario Power Authority (OPA), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). The FIT Program is assisting the Province in achieving its goal of installing 10,700 MW of non-hydro renewable energy in Ontario. The FIT program has also produced renewable energy projects and economic development opportunities locally. There is still an appetite for renewable energy development in Sault Ste. Marie, whether through the FIT program or other avenues. Concerns have recently been raised regarding the ability of local stakeholders to participate in the FIT program given the transmission capacity constraints.

ANALYSIS

On Wednesday, January 16, 2013 a meeting was held with representatives from the Province of Ontario, City of Sault Ste. Marie, Great Lakes Power Transmission (GLPT), PUC, Algoma Power, Economic Development Corporation, Innovation Centre, and N-Sci Technologies to discuss the questions presented in the Council resolution.

The OPA has consistent criteria for assessing transmission availability under the FIT program and has been applied in the same manner across the Province. Currently the OPA transmission availability tables identified zero (0) capacity in the GLPT system. Elements within the OPA transmission availability tables identified as "under review" for the GLPT system have been studied and the information has been provided to the OPA; however, this will not change the outcome of zero (0) capacity, as the limiting factor is related to the transmission lines, not the stations. These constraints are not only an issue for the Sault Ste. Marie area, but other areas of the Province.

In previous years the OPA did not require a transmission availability test for smallFIT projects (formerly known as Capacity Allocation Exempt), but in December of 2012 the OPA FIT 2.0 rules changed. Now any project over 10 kW will require the transmission availability test and distribution availability test. Locally there is zero (0) capacity for FIT projects over 10 kW. LargeFIT or smallFIT projects will likely not pass the test and will not receive contracts.

MircoFIT projects (under 10 kW) are not currently impacted. PUC reported that there are currently 135 expressions of interest for microFIT, 65 have been connected with a total of 645 kW. If all projects were to connect it would total 1.2 MW. It is understood that the OPA is not willing to transfer microFIT availability (up to 2 MW) to allow smallFIT projects to connect. It is understood that the OPA would like the microFIT program to be long term.

GLPT is proposing to work with the IESO, Hydro One and OPA to complete a study exploring constraints from the Sault to Sudbury and propose possible strategies and subsequent costs, including minor system upgrades that may allow more renewable energy connections. GLPT does not want to raise false expectations. A study of this magnitude may take up to one (1) year to complete, and the stakeholders involved will need to maintain a direct line of communication for opportunities for input. The study will need to consider new generation projects that want to connect. GLPT suggested that the City and PUC provide letters of support for this study to look at innovative ways to have the ability to install new renewable energy generation. The proposed study would have no financial impact on the City at this time. PUC has sent a letter (see attached) to GLPT requesting that they approach the OPA and IESO to approve a generation rejection pilot project in Sault Ste. Marie. The scheme would allow for the FIT projects to be installed but only if they were able to reduce or terminate output when transmission capacity was being approached. The expectation is that such occurrences would be highly unlikely for a relatively small amount of new generation.

It is important to note that this does not limit new commercial or industrial proponents (new load) from connecting in Sault Ste. Marie. Furthermore, the Sault Ste. Marie Innovation Centre's Smart Energy Strategy (SES) is helping to position the community as a viable jurisdiction for the implementation of various energy projects. The Smart Energy Strategy took transmission constraints into account during the development, and looked at projects beyond those eligible through the FIT program.

IMPACT

Specific projects were tabled and the discussion outcomes are presented below:

Elementa

Transmission availability does not prevent Elementa from moving forward due to the fact that the project would not fall under the FIT process (not a FIT eligible project) thus is not subject to a transmission availability test or distribution availability test. If Elementa is awarded a contract outside of the FIT program, a distribution connection impact study will be done. This study may identify requirements to connect to the Transmission and Distribution system. For example, a generation rejection scheme would be a measure that a proponent could put in place to satisfy the requirement of connection. Note that the costs associated with putting these measures in place are borne by the proponent.

Landfill Gas to Energy

At this time it would not pass the transmission availability test and subsequently not receive a FIT contract. Landfill Gas could be a consideration in the GLPT study. Projects can also be submitted through the customer connection program and work with the OPA for a Power Purchase Agreement outside of the FIT program. Any upgrades required to connect will be borne by the proponent.

St. Mary's Paper Cogeneration

This project was not included in the transmission availability study because a Power Purchase Agreement was not issued at the time of the study. The cost of any transmissions improvements would have been borne by St. Mary's Paper, as it was outside of the FIT program. Since it was never considered in the study to determine transmission availability to begin with, the project cancellation does not free up any capacity.

Wind Farms

GLPT identified 85 MW locally as available using OPA system modeling criteria. This capacity has already been allocated to the 25 MW wind farm in Goulais and 60 MW wind farm in Montreal River as part of the very first round of the FIT program. If one of the wind farm projects does not connect, for whatever reason, the capacity that would be potentially freed up would not be immediately available. The transmission availability would be re-assessed prior to the next round of FIT applications and any capacity identified as "available", upon completion of the assessment, would be opened up for potential connection.

Rooftop Solar

Proposed rooftop solar projects (greater than 10 kW), including the West End Community Centre project will be subject to the transmission availability test. As previously stated large or small FIT projects will likely not pass the transmission availability test and will not receive contracts. Currently there are approximately 16 projects that have requested and received Municipal Council Support Resolutions.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO₂ emissions; however, renewable energy projects are not included.

2013 02 04

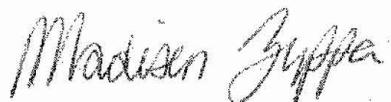
Page 4

5(j)

RECOMMENDATION

That the report of the Environmental Initiatives Coordinator concerning capacity constraints be received as information, and it is recommended that the City of Sault Ste. Marie provide a letter of support to Great Lakes Power Transmission and monitor progress of the proposed study.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.

RECOMMENDED FOR APPROVAL

Dennis M. Frates
Chief Administrative Officer



765 Queen Street East, P.O. Box 9000
Sault Ste. Marie, Ontario P6A 6P2

5(j)

January 22, 2013

Andy McPhee
Vice President & General Manager
Great Lakes Power Transmission LP
2 Sackville Road, Suite 8
Sault Ste. Marie, Ontario
P6B 6J6

Dear Andy:

Re: Transmission Access for Renewable Energy Projects

At the meeting of January 16th you stated to those in attendance, which included representatives from City Council, City staff, the Innovation Centre, PUC Services and our local MPP, that there was no transmission capacity for any additional renewable generation in your service area including Sault Ste. Marie. With the expected connection of an additional 80 MW of wind generation north of the City the modeling that you have completed indicates no further transmission capacity. The exception is for microFIT projects which are less than 10 kW each.

The Ontario Power Authority confirms on its FIT website that there is no transmission capacity in our region and that new FIT applications cannot be approved. MicroFIT applications will continue to be processed. I am aware of several potential FIT applications, each of which is less than 500 kW, that have been submitted to the OPA despite the lack of transmission availability in the hope that some way can be found to accommodate additional renewable generation in our area.

At our meeting it was suggested that consideration be given to a pilot project that would involve a generation rejection scheme whereby new renewable generators would be notified to reduce or terminate generation when transmission access capacity is being reached. The onus would be totally on the generator and penalties would apply if a generator ignored such a request. I believe this kind of arrangement would work and for the relatively small amount of renewable generation that we could expect in this round of FIT applications the risk to generators in not being able to operate for any significant periods would be extremely low. If the arrangement could be successfully demonstrated it could be applied to other areas of the province facing similar constraints.

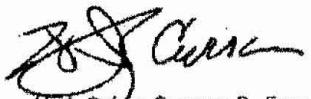
The Sault Ste. Marie area would be an ideal location to test the effectiveness of generation rejection. PUC Distribution has capacity on its distribution grid to accommodate additional renewable generation and it would work closely with Great Lakes Power Transmission in this demonstration project. Sault Ste. Marie is very supportive of renewable energy generation and hosts one of the largest solar generation installations of any municipality in North America. It calls itself the Alternative Energy Capital of North

5(j)

America to emphasize not only the amount of renewable generation in and around the City but its commitment to encourage even more environmentally sustainable energy alternatives.

I would ask that you bring this request forward to the IESO and OPA and obtain their support for this project. The potential is for increased renewable generation without the need for significant expansion of transmission capacity.

Yours truly



H. J. Brian Curran P. Eng., MBA
President & C.E.O.

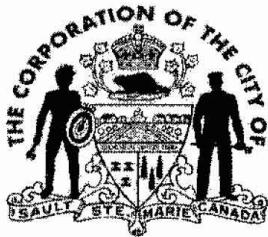
Cc David Orazietti, MPP Algoma
 Steve Butland, City Councillor
 Joe Fratesi, CAO
 Tom Vair, Innovation Centre

5(k)

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

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

**RE: BIBLE FELLOWSHIP CHURCH REQUEST FOR EXEMPTION FROM DATES
IN FIREWORKS BY-LAW**

PURPOSE

The City has received a request from Youth Pastor Jeremy Edgar, Bible Fellowship Church for an exemption to the specified dates contained in the current Fireworks By-Law No. 73-107.

BACKGROUND

The Bible Fellowship Church would like to discharge fireworks to wind down the "Chosen Conference" event on Saturday, February 9th, 2013. The fireworks will be discharged in the vacant parking lot to the West of the Church (former Hiawatha Lodge), civic address 756 Landslide Road.

I have discussed the request with the following City departments for comments: Police Service, Department of Public Works and Transportation, Planning Department and Conservation Authority. No one expressed significant concerns with the firework display. Their comments are attached to this report.

ANALYSIS (if applicable)

Not Applicable

IMPACT

There is no financial impact related to this request.

STRATEGIC PLAN

Not Applicable

5(k)

RECOMMENDATION

It is recommended that Bible Fellowship Church be granted a one-time exemption from the permitted firing dates contained in Fireworks By-Law No. 73-107

Recommended for approval,



Paul Milosevich

Assistant Chief – Fire Prevention and Public Education

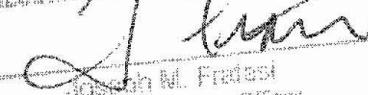
Recommended for Approval



Marcel Provenzano, Fire Chief
Sault Ste. Marie Fire Services

Attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fradest
Chief Administrative Officer

Comments from responding City Departments:

Sault Ste. Marie Police Service:

- Police have no concerns as long as our 911 dispatch is aware
- Chief Robert Davies

Public Works and Transportation:

- no concerns
- Public Works Commissioner – Larry Girardi

Conservation Authority:

- The only concern would be fire, which should not be an issue this time of year
 - Clean up any debris in fallout area (cardboard and paper ...etc. from Fireworks)
- General Manager – Linda Whalen

Planning Department:

- I have no concerns with this but you might want to ask the Church to make both the Conservation Authority and the Finnish Ski Club aware of their plans
 - Did not receive any complaints from last year's event.
- Planning Director - Don McConnell

Sault Ste. Marie Fire Services:

- Bible Fellowship continually monitors adverse weather conditions such as high winds which may create a hazardous condition to adjacent properties and/or buildings and shall act accordingly to reduce such potential nuisances and/or threats.
- Ensure a minimum of two staff are present and equipped with a min. 2A10BC portable extinguisher. Said staff shall be familiar with portable extinguisher use.
- All other terms of By-Law 73-107 are strictly adhered to.
- Fire Services will not be supervising this activity and assumes no responsibility or liability for these fireworks.

Fire Chief - Marcel Provenzano

**BIBLE FELLOWSHIP
CHURCH**

756 Landslide Rd.
Sault Ste. Marie, ON
P6A 6J8
705-254-2163
www.saultfellowship.com

Attn: Rachel Tyczinski
Fax 705-759-2310
Phone 705-759-5392

Re: Bylaw 73-107

Greetings Rachel,

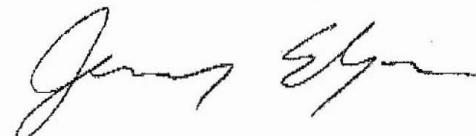
On February 9th, 2013 our church is hosting a youth conference. We would like to cap off the evening by launching fireworks on our property. We did this last year as well (on February 4th) with the city and fire department granting us the zoning exemption.

Event info:

February 9th, 2012 at 8:30pm
Chosen Conference (hosted at Bible Fellowship Church - Hiawatha Lodge)
756 Landslide Rd.
Sault Ste. Marie, ON P6A 6J8

Contact: Jeremy Edgar jeremy@saultfellowship.com
Cell 705-257-8715

Thank you for your attention to this matter.

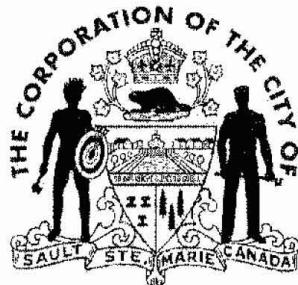


Jeremy Edgar
Youth Pastor
Bible Fellowship Church

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. R1.16

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

RE: FIREWORKS BY-LAW

PURPOSE

The purpose of this report is to recommend amendments to By-law 73-107 (the "Fireworks By-law").

BACKGROUND

The Fireworks By-law was enacted on April 16, 1973 pursuant to section 254 of *The Municipal Act*, R.S.O. 1970, Chapter 284. The Fireworks By-law regulates the sale and set off of fireworks in Sault Ste. Marie by establishing procedural requirements for two categories of fireworks, namely "Family Fireworks" and "Exhibition Fireworks". The categories were defined based on the classification system of fireworks as set out in *The Explosives Act*, Revised Statutes of Canada, 1970, Chapter E-15.

There have been significant changes to the above referenced legislation that underpins the City's Fireworks By-law. Specifically, *The Municipal Act* was repealed and the *Municipal Act*, 2001, S.O. 2001, c. 25 came into force on January 1, 2003. Further, the *Explosives Act* was amended by the *Explosives Act*, R.S.C. 1985, c.E-17. *Explosive Regulation C.R.C.*, c. 599 made thereunder sets out a new classification system for fireworks. The current wording of the Fireworks By-law does not mirror the legislative changes.

Furthermore, there have been some procedural issues that have arisen given the current wording of the Fireworks By-law. Specifically, the Fireworks By-law permits the sale of "Family Fireworks" from the second Sunday in May until September 15th of each year. "Family Fireworks" are only permitted to be set off on specific dates, namely Victoria Day, Dominion Day (Canada Day) and the two days before and after each of those dates. In the

-more-

2013 02 04

Page 2

past, the City has received requests from numerous groups and individuals for permission to set off fireworks outside of the time frames specified in the Fireworks By-law. It has come to the City's attention that while the City has granted such permission, the Fireworks By-law restricts store owners from selling "Family Fireworks" from the second Sunday in May until September 15th of each year. Effectively, a person may receive permission to set off "Family Fireworks", however that person may not be able to purchase same in the City.

On the other hand, the Fireworks By-law does not restrict when "Exhibition Fireworks" can be sold. Section 5 of the Fireworks By-law sets out a permit process whereby a person (including a corporation) can make application to the City Fire Department for a permit for the display of "Exhibition Fireworks". Such a person must comply with various conditions before being issued a permit and the Fire Department has authority to revoke any permit issued in the event of non-compliance. A permit issued under this Section may permit the display of "Exhibition Fireworks" on any day of the year. The permit process for "Exhibition Fireworks" was not mirrored for the situation of "Family Fireworks".

ANALYSIS

The City's Fireworks By-law is presently outdated given the legislative changes referenced above. The current statutory references in the Fireworks By-law are not accurate and a new fireworks by-law should reflect the new classification system as set out in the Explosives Regulation. It is therefore recommended that City Council instruct the Legal Department to draft a new Fireworks By-law that addresses these legislative changes.

Further, it is recommended that the new by-law contemplate a permit process for fireworks considered "Family Fireworks" as it currently provides for fireworks of an "Exhibition Fireworks" nature.

Finally, it is recommended that the new by-law refrain from restricting the times for sale of fireworks considered "Family Fireworks", consistent as with fireworks of an "Exhibition Fireworks" nature. This will enable persons who receive permission to set off such fireworks to purchase same.

IMPACT

Not applicable

STRATEGIC PLAN

No impact on the strategic plan.

-more-

2013 02 04

Page 3

5(1)

RECOMMENDATION

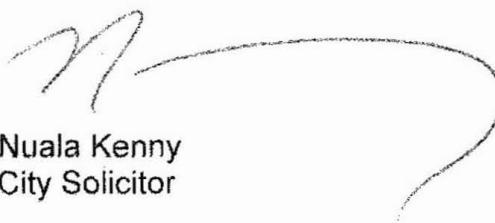
It is recommended that City Council instruct the Legal Department to draft a new Fireworks By-law to address the legislative changes and procedural issues as set out herein.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

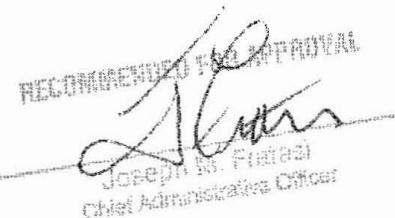


Nuala Kenny
City Solicitor

MBS/cf

c.c. Paul Milosevich, Assistant Fire Chief Prevention & Education, Fire Services

staff/Council reports/2013/fireworks report feb4.13



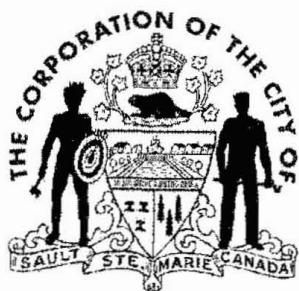
RECOMMENDED FOR APPROVAL
Joseph M. Flatau
Chief Administrative Officer

5(m)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. PR7

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

**RE: REQUEST FOR A DEEMING BY-LAW FOR LOTS 18, 19 AND 20 PLAN 7234,
MODEL CITY SUBDIVISION**

PURPOSE

The purpose of this report is to bring to Council a request received from the owners of lots 18, 19 and 20 Plan 7234, Model City Subdivision to have the City pass a deemng by-law for these lots.

BACKGROUND

The owners of lots 18, 19 and 20 Plan 7234, Model City Subdivision have requested that the City pass a deemng by-law under Section 50(4) of the Planning Act for lots 18, 19 and 20 Plan 7234. The effect of the deemng by-law once it is registered on title would be that these three lots would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The request has been circulated to Don McConnell in Planning, Don Maki in Building, Dan Perri in Engineering and Michelle Kelly, Committee of Adjustment, none of whom have any objection to the request that a deemng by-law be passed for these three lots.

I have attached a portion of Plan 7234 showing these lots as subject property.

ANALYSIS

N/A

-more-

5(m)

2013 02 04

Page 2

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

By-law 2013-29 which has the effect of deeming lots 18, 19 and 20 Plan 7234 as not being part of a plan of subdivision appears elsewhere on your agenda. I recommend that By-law 2013-29 be passed.

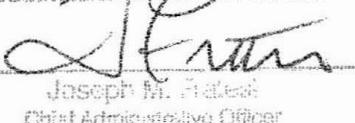
Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da
Attachment

RECOMMENDED FOR APPROVAL


Joseph M. Petruccelli
Chief Administrative Officer

LEGAL\STAFF\COUNCIL REPORTS\2013\DEEMING LOTS 18, 19, 20 MODEL CITY SUB.DOC

MODEL CITY

Subdivision of Lots 5 and 6
in the Beadle Subdivision of part
of SW $\frac{1}{4}$ Sec. 26 Tp. of Korah

Dist. of Algoma

Scale 100 ft. = 1 in.

- (M) District of Algoma 1, G.S.
To Wit J. Mann
make o.
1. That I was present
duplicate thereof a
Andrew Nichol a
2. That the said plu
said parties c
3. That I personally
4. That I am a sub
duplicate

Sworn before me &
St Marie in the D

this 30th day of J.

Subject ^{A.C.}
Property

Owner's Certific

We hereby certify
show the manner
therin to be so
streets and lan-

Witness
Seolcar

Mortgagor's Certificate

I, the undersigned,
this day and do
hereby register the
District of

Witness
Gobare

We hereby cert
accurately state
we have surre
therein and
prepared in
The Registry
Sault Ste. Mar
Jan 23

Part of Plan 7234

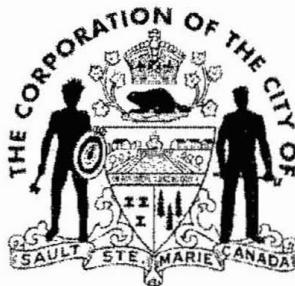
Sept 6 Knau " "
11.558 " 4 m
Serranus 3
1234. 87 ft - m.s.s.
2/3

register

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. L1.16(2)

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

RE: TRAVEL REQUEST FOR WAWA PROVINCIAL OFFENCES COURT

PURPOSE

The purpose of this report is to request that Council approve the Solicitor/Prosecutor's travel to Wawa to prosecute matters at the Wawa Provincial Offences Court, and related travel expenses for 2013.

BACKGROUND

The City is responsible for Provincial Offences administration and prosecution. In addition to the Court held in Sault Ste. Marie, the City operates a satellite Court in Wawa. The Wawa Provincial Offences Court is scheduled to take place once per month during the months of March to October. In February and November, the Court is scheduled to take place over two days. Court is not scheduled during the months of December and January due to the unpredictability of the weather at this time of year. Therefore, Court is scheduled to be held in Wawa a total of twelve (12) days in 2013.

The Solicitor/Prosecutor must travel to Wawa on the planned Court dates to deal with the scheduled prosecutions.

ANALYSIS

The travel costs associated with the Solicitor/Prosecutor's attendance at the Wawa Provincial Offences Court include rental car, gas, meals, and a per diem allowance. The travel expenses for the months of February and November also include one night hotel stay. The Solicitor/Prosecutor submits the actual expenses incurred following each attendance, and same is reimbursed as per City Policy.

-more-

2013 02 04

Page 2

IMPACT

Historically, the Solicitor/Prosecutor has incurred travel expenses in the approximate range of \$200.00 per day for attendance at the Wawa Provincial Offences Court. As stated previously, these costs include rental car, meals and hotel. It is estimated that the total costs for the Solicitor/Prosecutor to attend the Provincial Offences Court in Wawa is \$2,400.00 per year. The expenses each month will be submitted by the Solicitor/Prosecutor for reimbursement.

STRATEGIC PLAN

No Impact

RECOMMENDATION

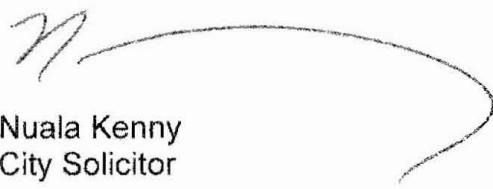
It is recommended that City Council approve the Solicitor/Prosecutor's travel to Wawa to prosecute matters at the Wawa Provincial Offences Court, and related travel expenses for 2013, such expenses estimated to be \$2,400.00.

Respectfully submitted,



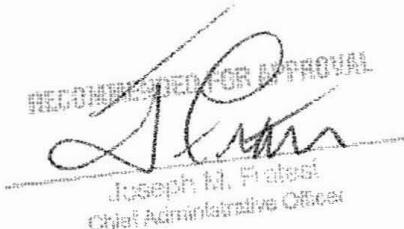
Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MRC/nm



RECOMMENDED FOR APPROVAL
Joseph M. Fratant
Chief Administrative Officer

Susan Hamilton Beach, P. Eng
Deputy Commissioner



**Public Works and
Transportation Department**

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

**RE: ADDITION TO SCHEDULE 'A', BY-LAW 77-200
TRAFFIC BY-LAW**

PURPOSE

The purpose of this report is to seek Council's approval of a recommended addition to the Traffic By-law 77-200 in order to increase traffic safety in the area of Chapple Avenue.

BACKGROUND

The Traffic Division of the Public Works and Transportation Department has recently been contacted by Councillor Pat Mick and a resident of Chapple Avenue with concerns associated with vehicles parking on the north side of Chapple Avenue between Willow Avenue and Boehmer Boulevard. It is suspected that employees of the Group Health Centre are using Chapple Avenue to park in order to avoid the fees to park in their lot. The Traffic Division has confirmed that this practice does occur on a daily basis and it is a safety issue during the operational hours of the Group Health Centre.

ANALYSIS

Following the request to the Traffic Division this location has been visited on a number of occasions. On a regular basis vehicles were observed parking along the north side of Chapple Avenue between Willow Avenue and Boehmer Boulevard.

Due to the congestion caused by the parked vehicles on the roadway and the associated safety concerns, the Traffic Division circulated letters to the affected residents outlining a proposed parking prohibition. The proposed parking prohibition is for the north side of Chapple Avenue between Willow Avenue and the west limit of Rosedale Park from 8:00 am to 6:00 pm, Monday to Friday – holidays exempt. It is expected that the parking prohibition will increase roadway capacity, increase safety and give the residents the flexibility of parking there during off-peak hours and holidays. Councillors Pat Mick and Brian Watkins support this parking prohibition.

IMPACT

There is no budget impact due the proposed changes to the by-law.

STRATEGIC PLAN

The recommendations of this study are not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Deputy Commissioner of Public Works concerning an addition to the Traffic By-law be approved and that furthermore Council direct the Legal Department to bring forward the appropriate by-law amendment at a later date.

Addition to By-law 77-200 Schedule "A" Parking Prohibition

Street	Side	From	To	Prohibition
Chapple Avenue	North	Willow Avenue	West Extent of Rosedale Park	8:00 am – 6:00 pm Monday to Friday Holidays Exempt

Respectfully submitted,

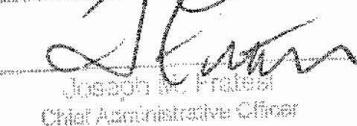


Susan Hamilton Beach, P. Eng.
Deputy Commissioner

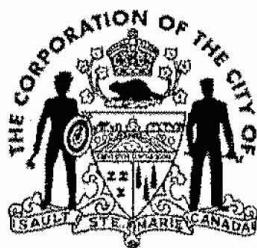
Recommended for approval,


Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL


Joseph M. Fratina
Chief Administrative Officer

Larry Girardi
Commissioner



Public Works
and
Transportation

2013 02 04

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

**RE: VEHICLE PARKING AT 124 DENNIS STREET – ODD FELLOWS
FOR DROP OFF / PICK UP OF EQUIPMENT FROM LOAN CUPBOARD**

Purpose

The purpose of this report is to respond to the Council resolution dated 2013 01 07:

*"Whereas the Independent Order of the Odd Fellows provides a valuable community service through the operation of the Loan Cupboard; and
Whereas the location at 124 Dennis Street is a depot for accepting donated equipment being brought to the site and lending out equipment to the community at no cost; and
Whereas the only access is the entrance on Dennis Street and due to the prohibited parking in the area vehicles needing the service have acquired parking tickets;
Now Therefore Be It Resolved that the appropriate staff review this situation as soon as possible and provide an option for vehicles to park at the front entrance of 124 Dennis St for a specific period of time to drop off or pick up equipment from the Odd Fellows Loan Cupboard."*

Background

The Traffic division has reviewed the parking request in the area of the Odd Fellows building located at 124 Dennis Street. Presently, there is a by-law prohibiting parking on the east side of Dennis which was requested by the local residents. The by-law is in place due to a narrow roadway, and above normal traffic volume with the location of the Transit Terminal at the corner of Queen Street and Dennis Street.

Analysis

Gord Vanmidde, the contact from Odd Fellows who operates the Equipment Depot has informed the Traffic Division that the Depot operates Monday to Friday from 9:00 a.m. to 12 noon. Keeping that in mind the Traffic division will propose signage that will allow 15 minutes for pick up and delivery of the equipment during the hours of operation. Limiting parking in this area to short term parking will help to minimize the safety concerns while helping the Odd Fellows with their request. Both Councillor Turco and Councillor Niro have been consulted and are in agreement with this recommendation.

2013 02 04
Page 2

Impact

The budget impact is minimal as the funds for manufacture of the signs will come from the Traffic operating budget.

Strategic Plan

The recommendations of this report are not directly linked to any activity of the Corporate Strategic Plan.

Recommendation

That the report of the Commissioner of Public Works and Transportation concerning the change in the Traffic By-law, Schedule "V" regarding parking in front of the Odd Fellows site be approved as provided below.

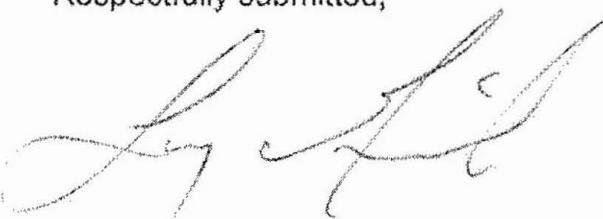
Schedule "V"

Parking - Limited Period of Time

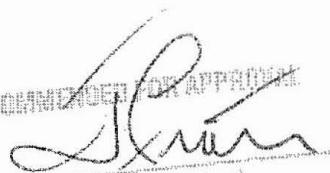
Section 6

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>Period</u>
Dennis St.	East	North Extent Of Civic 124	South Extent Of Civic 124	15 min. 9 a.m.-12 p.m. Mon. - Fri.

Respectfully submitted,



Larry Girardi
Commissioner
Public Works and
Transportation


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

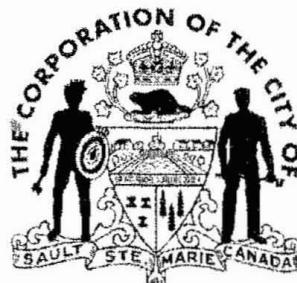
LG/sf

(e)(5)(a)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. P4

2013 02 04

Mayor Debbie Amaroso and
Members of City Council

RE: PUC/CITY SHAREHOLDER AGREEMENTS

PURPOSE

The purpose of this report is to respond to the resolution dated January 7, 2013 which was moved by Councillor P. Christian, seconded by Councillor R. Niro regarding the PUC shareholder agreements which stated "*That Council inform the PUC by way of this resolution that it would like to renegotiate the shareholder agreement with regard to an upset limit on corporate donations*".

BACKGROUND

In addition to the resolution noted above, City Council attended in caucus on January 17, 2013 for the purpose of receiving an information seminar conducted by WeirFoulds LLP. At the session it was made clear that the existing shareholder agreements between PUC Inc. and the City and between PUC Services Inc. and the City may be renegotiated on the mutual consent of the parties.

ANALYSIS

In the past Council has had some concern over certain areas involving PUC. This ambiguity may be clarified by amending the shareholder agreements to avoid any confusion. The key areas that may be added are: a limit on the amount of corporate donations made by PUC Inc. and PUC Services Inc., a direction that the minutes of PUC Inc. meetings and PUC Services Inc. meetings be made available to the shareholder, that PUC Inc. and PUC Services Inc. meetings be public, and that PUC Inc. and PUC Services Inc. provide notice of meetings. The specifics of these areas may be negotiated between PUC Inc. and PUC Services Inc. and the City.

-more-

65)(a)

2013 02 04

Page 2

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

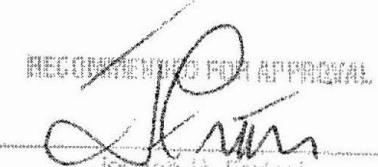
It is recommended that Council authorize the Legal Department to negotiate with PUC Inc. and PUC Services Inc. to amend the existing shareholder agreements.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da


RECOMMENDED FOR APPROVAL
Joseph M. Fratini
Chief Administrative Officer

LEGAL\STAFF\COUNCIL REPORTS\2013\PUC RE SHAREHOLDER AGREEMENTS FEB 4 13.DOC

2013 02 04

Mayor Amaroso and
Members of Sault Ste. Marie City Council

**Re: Report from the Transportation Infrastructure Committee:
Sault Ste Marie Regional Harbour Market and Business Analysis
Final Report by KPMG – Committee's Next Steps**

Under the direction of the Transportation Infrastructure Committee (TIC), KPMG has completed the Sault Ste Marie Regional Harbour Market and Business Analysis. The KPMG analysis strongly shows that an expanded harbour complex in Sault Ste Marie would have significant economic benefits both in the short term as well as long term sustainability for Sault Ste Marie and the Region.

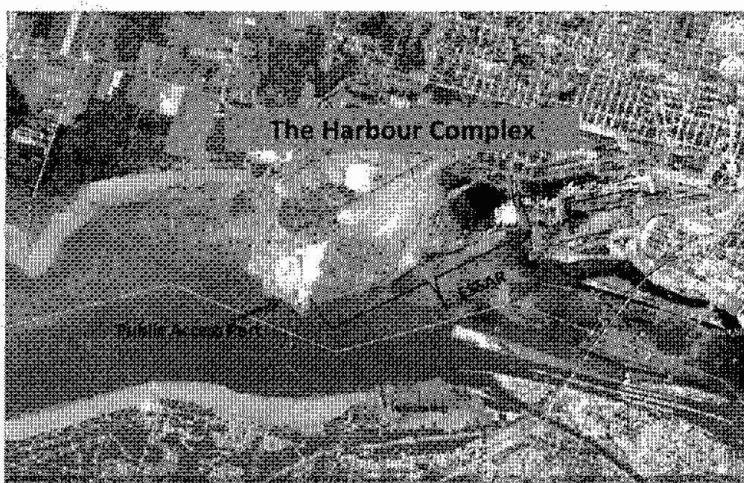
This is the most comprehensive and compelling study to date and recommends moving from 'study to implementation'. The TIC overwhelmingly supports this study and confirms the viability of the expanded harbour as Sault Ste Marie's number one economic development priority.

The report has been presented to the ESAI Executive Team, and in a letter dated 2012 01 24 they indicate their acceptance and support of the report in principle, and would like to begin discussions regarding potential next steps and implementation options.

The TIC is recommending the acceptance of the KPMG report and is proposing key activities as 'Next Steps' (see page 4)

Key Results of the Study:

- Expanding the Sault Ste Marie Harbour complex is based on the establishment of a Public-Private partnership framework for developing, financing, and operating an improved harbour complex.



- The current harbour moves 5.5 million tonnes of commodities and products with 80% being inbound and 20% outbound.
- Many of the docks in the complex are in poor operating condition, with some in disrepair. For volume increases to materialize, significant infrastructure improvements are needed.
- The two (2) largest immediate beneficiaries of an expanded harbour will be Essar Steel Algoma (ESAI) and Tenaris Algoma Tubes. Other immediate users include aggregate producers, slag transport companies, and salt transport firms. An expanded harbour could also benefit other long term users within the Region.
- There is excellent demand for a 30% increase in port volume movement in the near future. These figures are reflected in the "Moderate" scenario of the report. Under the 'moderate' scenario, the total volume increase would be to 7.2 million tonnes of material (up from 5.5 million tonnes). This includes a 29% increase volume use by ESAI, 22% increase by Tenaris, 13% increase in slag movement, a 100% increase (new) in aggregate movement, and potential reestablishment of salt storage and movement (new). Longer-term potential increases may be as much as a 200% volume increase from current levels (under the reports' "high" scenario).
- The study recommends that the harbour complex be managed in 2 components: Part A – owned and operated by ESAI (currently owned by ESAI) and Part B – Public Access Port for All Users (currently owned by ESAI). It further recommends that the Public Access Port portion be owned and managed as a 'Not for Profit' identity. This will require a land transfer or lease agreement with ESAI.
- The benefits for an improved harbour complex are potentially significant:
 - Provides improved transportation cost advantages by increasing movements of materials by marine;
 - Supports the shift of iron ore movement by lower-cost marine from Essar owned facilities in Minnesota to ESAI;
 - Supports increased raw material movement for ESAI potential production increases, to optimal production from current 2.7 million tons production to 4 million tons;
 - Provides ESAI with improved lower-cost marine movement of finished products;
 - Provides Tenaris Algoma Tubes with opportunity to move additional tube rounds by lower-cost marine to meet potential production increases;
 - Provides Tenaris Algoma Tubes with improved opportunity to use the Sault Ste. Marie location as a distribution point for moving finished products from other Tenaris plants to Western Canada and U.S. markets;
 - Increases the potential sales and shipment of slag and other byproducts;
 - Provides potential new business opportunities for movement of aggregate and salt materials;
 - Provides opportunities for new harbour users in the region.

- The broad economic benefits for Sault Ste. Marie and the region are significant and include these Stats Canada modeling results:
 - Port Expansion Construction:
 - Economic Activity (direct, indirect, induced) \$39.8 Million
 - Value Added (GDP) \$14.7 Million
 - Employment (direct, indirect, induced) 1400 Person Years
 - Port Operations:
 - Economic activity (direct, indirect, induced) \$5.2 Million
 - Value Added (GDP) \$1.8 Million
 - Employment (direct, indirect, induced) 17 Person Years
 - Supporting Potential Production Expansion:
 - Economic Activity (direct, indirect, induced) \$600 Million
 - Value Added (GDP) \$300 Million
 - Employment (direct, indirect, induced) 1800 Person Years
- The cost for expanding the harbour complex is estimated to be \$121M, including \$116M for infrastructure investment and \$5M for the front-end implementation phase.
- The study supports the need to invest in docking facilities, upgrades to material handling facilities, road and rail access improvements, and servicing upgrades.
- The study further supports the requirement to invest in dredging the vidal shoals increasing channel depth from 23 feet to Seaway draft (28 feet) allowing for larger ships to access docks to move higher volume shipments efficiently.
- The Public-Private port management framework that is proposed by the study substantially improves the likelihood of obtaining government funding support. This is a very key advantage for all port users.
- There are potential government funding programs that can support this initiative including:
 - Federal Government Infrastructure programs through the Building Canada Fund.
 - Provincial government programs linked to the Building Canada Fund and potential linkage to the implementation of the Northern Ontario Growth Plan.
- All funding sources will need to be examined in greater detail once there is commitment to move forward with implementation.

- There are risks in not proceeding:
 - There is potential for third party users (e.g. Tenaris, slag companies, etc.) to be displaced by ESAI's adhoc expansion of the docks at the harbour site as the company shifts to Minnesota iron ore or increases need for other raw materials. This would have a very negative impact on other users.
 - Although there appears to be good preliminary support at senior levels, government funding programs are not a sure thing – applications will be reviewed on a merit based system and there is good competition for limited government money.
- First Nation Consultation is part of a normal process in implementing this kind of initiative. The report outlines some key considerations as consultation is undertaken.
- Environmental Assessment needs are part of the Federal environmental assessment requirements.
- The study highly recommends moving forward to an implementation phase that would include the following:
 - Establish Partnership Management Framework
 - Seek Public-Private Funding
 - Establish Port Governance
 - Design
 - Build
- It will take 2 – 3 years to fully implement. A project management framework needs to put in place to move this project to “Shovel Ready”, seek funding sources, and implement construction.
- This initiative continues to receive good support from both the Federal Sault Ste. Marie MP and Provincial MPP.

The expanded Regional Harbour is both “Can Do” and “Must Do”

The Transportation Infrastructure Committee (TIC) is recommending the following next steps:

- Continue with advanced discussions with ESAI Executive regarding project intent and timing;
- Hold discussions with all potential users regarding study findings and potential advancement;
- Communicate KPMG Report findings with key government departments political offices, and First Nations;

- Advance the design and implementation of a Project Management framework;
- Determine the need for specific business cases to support funding requests;
- Facilitate funding applications once project commitments are in place; and
- Define future role of the TIC and other key City offices.

Yours very truly,



Don Mitchell
Chair
Transportation / Infrastructure Committee

/bb



MEMORANDUM

DATE: February 1, 2013
TO: Mayor Debbie Amaroso and Members of City Council, City of Sault Ste. Marie
c.c. Joesph Fratesi, C.A.O., City of Sault Ste. Marie
FROM: Dominic Parrella, President & C.E.O., PUC Services Inc.
SUBJECT: Water Quality Survey - Ipsos Reid

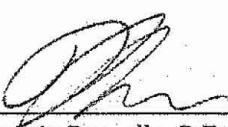
In accordance with prior discussions regarding the ongoing concerns expressed by residents across the city in relation to objectionable taste and odour following the change in disinfection method for the municipal water supply in November of 2011, PUC Services engaged the nationally recognized firm of Ipsos Reid to conduct a public opinion poll. The survey was conducted in late November of 2012.

Results of the survey have been compiled and, in accordance with our prior commitment to Council, we propose to present the findings at the council meeting of February 4, 2013.

Mr. Michael Howell, Senior Research Manager with Ipsos Reid, will be in attendance at the meeting to present the details of their findings and address any questions you may have. Attached for your information, please find his executive summary.

Also, given the public's interest in this issue, I would like to take this opportunity to provide Council with an update on the results of the Augmented Residential Sampling Program which we instituted following our last update to Council at the May 14th, 2012 meeting. To this end, Mr. Chris Kresin of Kresin Engineering, will also be in attendance to provide this update.

Following Mr. Kresin's presentation, I would like to address Council with respect to our planned next steps in relation to mitigating the taste and odour concerns. I look forward to meeting with you February 4th.



Dominic Parrella, P.Eng.
President & C.E.O.
PUC Services Inc.

Attachments: Executive Summary, Water Quality Survey, Ipsos Reid



Water Quality Public Opinion Survey- Sault Ste. Marie Drinking Water System

Summary of Findings

Key Findings:

The issue of municipal drinking water, while not top of mind among residents, is a prominent issue that residents want city leaders to address. On an unaided basis, only 3% specifically mention drinking water as the top city issue which should receive the greatest attention from city leaders, however when prompted, 67% place drinking water among the top three priorities that the city should address with residents.

A large majority of residents (76%) are aware that there has been some type of change to the disinfection process. The same proportion (77%) has noticed a change to their tap water, and of those, the majority (57%) feels the taste and odour of the water is worse. Compared to a year ago, just over one-third (35%) of residents say they are drinking less tap water, the most of whom dislike the taste and odour (82%).

Satisfaction with the quality of the current drinking water is fairly low (only 50% are satisfied with it). However, once residents are told of the reason for the change in the disinfection process, the majority (64%) say the water is acceptable as it is now. Further, once those who indicated the drinking water is unacceptable are told of the benefits of the new process, a majority indicate that the water is acceptable given these reasons. Overall, this brings the acceptability among residents up to as high as 84%.

In addition, when provided a series of potential remedies to improve the current taste and odour of the water, seven in ten residents (72%) are opposed to PUC adding chemicals to the water in an attempt to improve the taste and odour knowing there is no guarantee that doing so will make the water taste and smell exactly as it did before the change. Further, three quarters (75%) are opposed to PUC adding more water treatment chemicals to the drinking water knowing it would be more hazardous for PUC workers.

Residents are split however on whether they support PUC attempts to improve the taste and odour of the drinking water based on the cost trade-off - a cost of approximately \$5 million which would increase their water rates by one dollar per month (45% Oppose vs. 44% Support).

Recommendations:

The research suggests that at present there is insufficient public support to undertake any of the identified remedies in order to improve the taste and odour of the drinking water. The majority of the public is not favour of these remedies.

Clearly this is an important issue to residents of Sault Ste Marie and they want to hear from the City/ PUC on this issue. As such, we suggest the City/PUC develop a communications plan that identifies for residents the reasons for the change in disinfection process as well as the benefits of the change.

The research suggests that this information should satisfy at least half of the one-third of residents who find the quality of the water unacceptable.

Methodology: The survey was conducted by telephone among a random and representative sample of n=1,002 residential PUC customers in Sault Ste Marie. A sample of this size has a corresponding margin of error of +/- 3.1% nineteen times out of twenty. Fieldwork was conducted between November 21st to November 28th 2012.

6(8)(c)

MEMORANDUM

TO: CITY OF SAULT STE. MARIE
MAYOR AND COUNCILLORS

FROM: H. J. BRIAN CURRAN, PRESIDENT & C.E.O.
PUC INC.

DATE: January 24, 2013

SUBJECT: 2012 FOURTH QUARTER SHAREHOLDER REPORT

Attached are the fourth quarter Shareholder Report for the period October 1, 2012 to December 31, 2012 and unaudited financial statements for the month of December.

Staff will be available to answer any questions on the report at the February 4, 2013 council meeting.



H. J. Brian Curran, President & C.E.O.

c.c. City of Sault Ste. Marie, C.A.O.

Attachments: 1. 2012 Fourth Quarter Report
 2. Summary of Operations ending December 31, 2012

PUC INC. & PUC SERVICES INC. 2012 FOURTH QUARTER REPORT

PUC SERVICES

There were no lost time injuries during the fourth quarter of 2012. We are pleased to report that there were no lost time injuries throughout 2012. As of the end of December we had achieved 423 days without a lost time injury.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

The three solar generation sites produced 29.9 MWh of electricity in the fourth quarter, 32.2% below budget. Extensive cloud cover during November and snow cover in December significantly affected generation in these months. Total generation was 9.4% below budget in 2012.

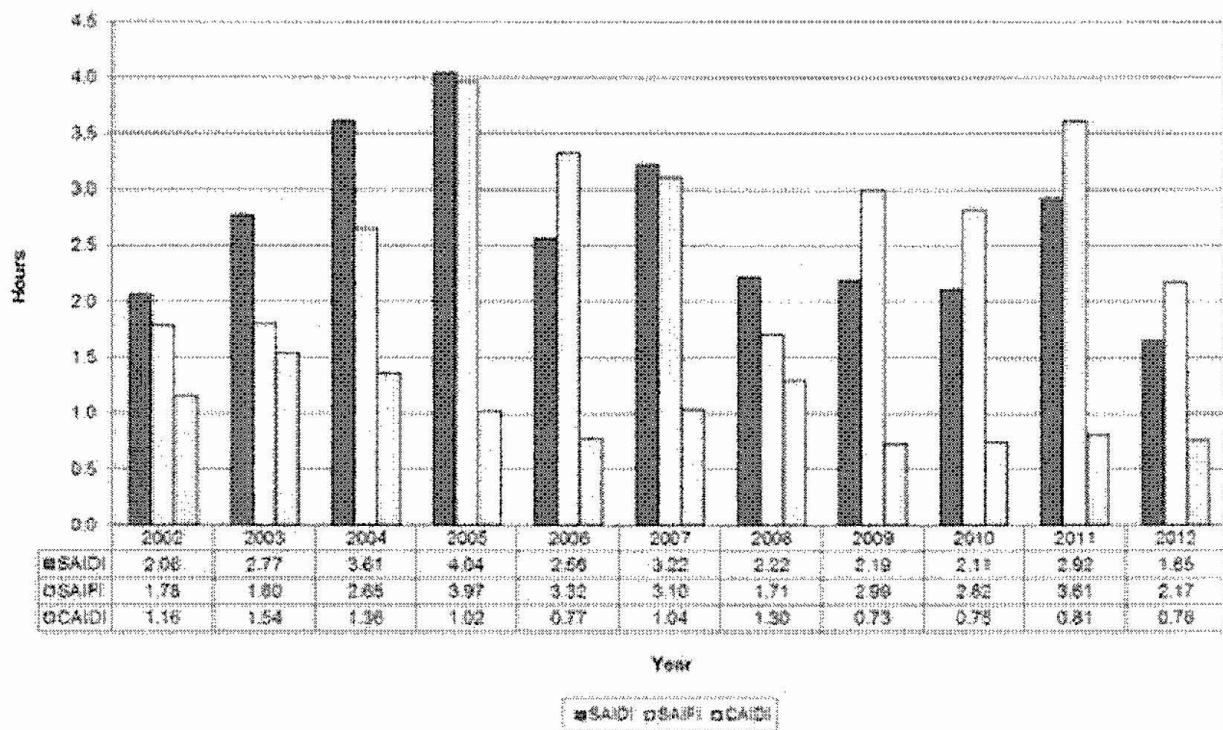
PUC DISTRIBUTION

Electricity consumption was down 6.74% in the fourth quarter compared to the same period in 2011. Lower heating demand and the impact of increasing penetration of conservation measures caused the drop in consumption during the period. Annual consumption was down 2% from 2011. A system peak demand of 122.9 MW was recorded on December 11th for the period. The 2011 peak in the fourth quarter was 128.4 MW.

A temporary occupancy permit was obtained from the city in late December for the administration portion of the new building. As a result of the permit, the IT department moved into their new offices December 24th. Other departments will follow with Customer Services completing the transfer of employees from the Queen Street building in the latter part of January. The new building will open to receive customers at 1:00 p.m. on January 28th. The downtown office will officially close at noon January 25th to allow personnel to pack documents that will be moved over the weekend. Operations staff is expected to move in February 4th. Unfinished paving and landscaping will be completed in the spring.

Outage frequency and duration for the period improved somewhat in the fourth quarter compared to the same period in 2011. For 2012 the outage statistics improved considerably from 2011 especially the system average interruption duration index (SAIDI) which was the lowest in the past 10 years. The most extensive outage during the quarter was caused by the failure of a switch at one of the transformer stations. The failure resulted in a 38 minute outage to 16,141 customers on October 9th.

**Reliability Indices - January 1 to December 31
(excluding Loss of Supply)**



WATER SYSTEM

Metered water consumption was up 3.4% compared to the fourth quarter in 2011. Water consumption for the year was up 3.8% over 2011. A daily peak demand of 33,126 m³ occurred on October 2nd. Last year the peak demand during the period was 39,306 m³ and occurred on October 30th during a period of extensive flushing in the system due to the changeover to chlorination disinfection. We had 11 watermain breaks over the past three months bringing the number of breaks to 67 for the year. Last year the number of breaks in the fourth quarter was 12 and 110 for the year.

Ipsos Reid completed a survey to solicit customer opinion on the status of the municipal drinking water. The company contacted 1,002 randomly selected customers with proportional representation from each ward. The results of the survey will be presented to City Council February 4, 2013.

The unidirectional flushing program was suspended in late October until next spring. Plans are to devote more resources to the program next year and cover a larger area of the City.

PUC TELECOM

To the end of December 75.6% of deficiencies that were identified prior to the sale of assets to Ontera have been corrected. We have until the end of 2013 to correct all deficiencies. Total cost to correct the deficiencies to date is \$184,778.

FINANCIAL STATUS

PUC Distribution's net income for the fourth quarter was \$742,829 on revenues of \$4,822,175 compared to \$570,271 of net income and revenues of \$4,401,781 in the budget. Expenses of \$4,079,371 were \$246,752 over budget. Income for the year was \$1,324,008, revenues \$18,486,777 and expenses, \$17,162,769; this compares to income of \$2,056,806, revenues of \$16,371,354 and expenses of \$14,14,559,398 in 2011. The significantly higher revenues earned in 2012 are the result of an OEB decision to allow for the recovery of the smart meter regulatory accounts starting in August. The revenue increase is offset by the recognition of O&M and depreciation costs associated with smart meter installations.

PUC Telecom had no revenue as a result of the sale of assets to Ontera as of October 31, 2011. Expenses of \$327,348 incurred in 2012 were for work to correct deficiencies in the telecom network identified prior to the asset sale and interest paid to PUC Inc.

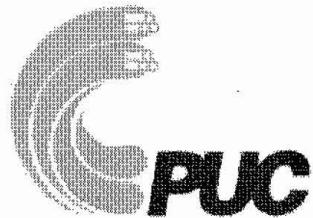
PUC Services had net income of \$105,477 for the quarter compared to \$321,777 in the previous year and \$273,919 in the budget. PUC Services' annual revenues of \$13,047,039 were \$897,534 under budget and \$96,513 less than in 2011. Expenses were \$1,173,169 under budget primarily due to lower than budgeted contract costs; net income was \$480,694, \$263,727 over budget.

Unconsolidated PUC Inc. revenue for 2012 was \$2,295,232, which was received in the form of related party interest payments. Expenses of \$2,169,328 were primarily interest payable to the City. Net income was \$125,904.

The water utility had a net operating margin of \$853,985 for the quarter on revenues of \$3,652,796 compared to a margin of \$469,975 and revenues of \$3,494,331 in the budget. Revenues in for the fourth quarter in 2011 were \$3,155,997 and the net operating margin was \$196,432. Revenues for the year were \$15,204,065; expenses were \$11,983,686 and net operating margin, \$3,220,379. This compares to revenues of \$13,392,086, expenses of \$11,403,925 and net operating margin of \$1,988,161 in 2011.

6(8)(c)

PUC
QUARTERLY FINANCIAL SUMMARIES
December 31, 2012



Note to reader:

These are "preliminary/unaudited" statements which will be revised to include additional accruals for expenses and capital spending, as well as other audit adjustments resulting from the annual audit.

PUC Distribution Inc.**STATEMENT OF REVENUES AND EXPENSES** (preliminary/unaudited)

For the Quarter Ending December 31, 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Distribution Revenue	17,480,550	15,441,056	2,039,494	15,441,056
Miscellaneous Revenue	1,006,227	827,550	178,677	827,550
Total Revenue	18,486,777	16,268,606	2,218,171	16,268,606
Cost of Power				
Cost of Power Revenue	59,527,152	66,472,943	(6,945,791)	66,472,943
Cost of Power Expense	59,527,152	66,472,943	(6,945,791)	66,472,943
Net Cost of Power	0	(0)	0	(0)
Operating Expenses				
General and Administrative Expenses	4,235,492	4,166,443	69,050	4,166,443
Depreciation	4,287,547	3,300,000	987,547	3,300,000
Interest Expense	1,880,443	1,728,076	152,367	1,728,076
Payment in Lieu of Taxes	540,323	171,677	368,646	171,677
Total Expenses	17,162,769	15,625,317	1,537,452	15,625,317
CDM Program				
CDM Revenue	544,904	1,570,161	(1,025,257)	1,570,161
CDM Expenses	544,904	1,567,613	(1,022,708)	1,567,613
Total CDM Program	0	2,548	(2,548)	2,548
Income (Loss)	1,324,008	645,837	678,171	645,837

PUC Telecom Inc.

STATEMENT OF REVENUES AND EXPENSES (preliminary/unaudited)

For the Quarter Ending December 31, 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Service Revenue	0	0	0	0
Miscellaneous Revenue	0	150,000	(150,000)	150,000
Total Revenue	0	150,000	(150,000)	150,000
Operating Expenses				
	137,765	194,600	(56,835)	194,600
General and Administrative Expenses	29,448	69,871	(40,423)	69,871
Depreciation	0	0	0	0
Interest Expense	148,238	144,018	4,220	144,018
Payment in Lieu of Taxes	11,898	0	11,898	0
Total Expenses	327,348	408,489	(81,141)	408,489
Income (Loss)	(327,348)	(258,489)	(68,859)	(258,489)

PUC Services Inc.**STATEMENT OF REVENUES AND EXPENSES** (preliminary/unaudited)

For the Quarter Ending December 31, 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Contract Revenue	5,207,032	5,407,112	(200,080)	5,407,112
Management Fee Revenue	7,551,632	8,148,321	(596,688)	8,148,321
Miscellaneous Revenue	288,375	389,140	(100,766)	389,140
Total Revenue	13,047,039	13,944,573	(897,534)	13,944,573
Operating Expenses				
General and Administrative Expenses	4,413,994	4,987,503	(573,509)	4,987,503
Depreciation	5,797,626	6,582,166	(784,540)	6,582,166
Interest Expense	1,625,304	1,625,300	4	1,625,300
Payment in Lieu of Taxes	532,638	532,638	0	532,638
Total Expenses	184,876	0	184,876	0
CDM Program				
CDM Revenue	12,554,438	13,727,607	(1,173,169)	13,727,607
CDM Expenses	155,343	0	155,343	0
Total CDM Program	167,250	0	167,250	0
Income (Loss)	(11,908)	0	(11,908)	0
	480,694	216,967	263,727	216,967

PUC Inc.

STATEMENT OF REVENUES AND EXPENSES (preliminary/unaudited)

For the Quarter Ending December 31, 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Revenue				
Interest - Related Party	2,295,232	2,295,232	(0)	2,295,232
Miscellaneous Interest	0	10,000	(10,000)	10,000
Total Revenue	2,295,232	2,305,232	(10,000)	2,305,232
General and Administrative Expenses				
	183,454	450,877	(267,423)	450,877
Interest Related Party	1,934,920	1,934,920	(0)	1,934,920
Payment in Lieu of Taxes	50,954	0	50,954	0
Total Expenses	2,169,328	2,385,797	(216,469)	2,385,797
Income (Loss)	125,904	(80,565)	206,469	(80,565)

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES (preliminary/unaudited)
For the Quarter Ending December 31, 2012



	YTD Actual 2012	YTD Budget 2012	YTD Variance 2012	Annual Budget 2012
Operating Revenue				
Water Sales	\$14,619,693	\$14,358,466	\$261,227	\$14,358,466
Miscellaneous	\$584,372	\$503,965	\$80,407	\$503,965
Total Operating Revenue	\$15,204,065	\$14,862,431	\$341,635	\$14,862,431
Total Operating Expenses	\$7,278,509	\$7,211,076	\$67,433	\$7,211,076
Total General and Administrative Expenses	\$2,799,470	\$3,132,311	(\$332,841)	\$3,132,311
Depreciation	\$1,800,000	\$1,800,000	\$0	\$1,800,000
Interest Expense	\$105,708	\$150,000	(\$44,292)	\$150,000
Total Expenses	\$11,983,686	\$12,293,387	(\$309,700)	\$12,293,387
Net Operating Margin	\$3,220,379	\$2,569,044	\$651,335	\$2,569,044

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-28

AGREEMENT: (H1.14) A by-law to authorize an agreement between the City and the Canadian Union of Public Employees Local No. 67 - Day Care Group for the period commencing June 1, 2012 to May 31, 2015.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement hereto attached and dated June 1, 2012 between the City and the Canadian Union of Public Employees Local No. 67 - Day Care Group for the period commencing June 1, 2012 to May 31, 2015.

2. **SCHEDULE "A"**

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

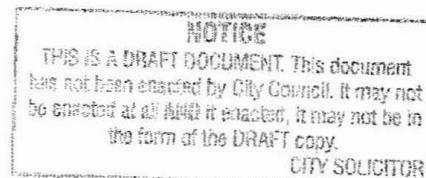
3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



10(a)

AGREEMENT

between

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

-and-

**LOCAL NO. 67 - DAY CARE GROUP
CANADIAN UNION OF PUBLIC EMPLOYEES**

June 1, 2012 to May 31, 2015

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Scope	1
3	Union Security	2
4	Negotiating & Grievance Committee	2
5	Bulletin Boards	3
6	Management Rights	3
7	No Discrimination	4
8	Grievance Procedure	4
9	Arbitration	5
10	No Strikes or Lockouts	5
11	Seniority	6
12	Vacancies and Reduction in Workforce.....	8
13	Transfer to Supervisory Positions.....	9
14	Leave of Absence.....	9
15	Regular Hours of Work & Working Conditions.....	10
16	Offense Declaration.....	11
17	Mandatory Membership.....	11
18	Vacations with Pay	12
19	Paid Holidays	13
20	Welfare Plan.....	14
21	Sick Leave.....	16
22	Pensions.....	18
23	Safety Provisions.....	18
24	Car Allowance	18
25	Wages	18
	Technological Change Clause.....	19
	Termination Clause.....	19
	Appendix "A" Wages	21

Letters of Understanding:

1	Joint Consultation Committee.....	22
2	Amendment Article 19:08	23
3	Christmas Shutdown	24
4	Call Out Procedures	25
5	Leave of Absence - Emergency	26
6	Paid Approved Union Leave.....	27

THIS AGREEMENT MADE AND ENTERED

INTO THIS 1ST DAY OF

JUNE 2012

BETWEEN

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

(Hereinafter referred to as the "Employer")
of the first part

- AND -

LOCAL NO. 67 (DAY CARE GROUP) CANADIAN UNION OF
PUBLIC EMPLOYEES

(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Corporation of the City of Sault Ste. Marie at its Municipal Day Care Centres save and except assistant supervisors, persons above the rank of the assistant supervisors, and employees in bargaining units for which any trade union held bargaining rights as of May 30, 1994.

2:02 When new jobs are established which are to be excluded from the bargaining unit the Employer will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one (1) month of this notification the Employer will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one (21) days of receiving the summary of the job functions and responsibilities.

2:03 Definitions of Employees

Regular Full-Time employees are those employees who are regularly scheduled to work thirty-five (35) hours per week.

Regular Part-Time employees are those employees who on average are regularly scheduled to work twenty-four (24) hours per week or more.

Supply Staff are those employees who do not normally have a pre-determined schedule but who are called in on an "as-needed" basis or to replace regular full-time or regular part-time employees.

3:00 UNION SECURITY

3:01 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. In accordance with this understanding the Employer shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

3:02 The Employer shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The City will provide to the Union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.

3:03 The Employer agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.

3:04 The Union shall save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING AND GRIEVANCE COMMITTEE

4:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, one of whom will represent Supply Employees, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have

access to the Employer's premises in order to investigate or assist in the settlement of grievances.

- 4:03 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards one of whom shall represent the Supply Staff, from among its members.
- 4:04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of any two (2) of its three (3) stewards.
- 4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the Employer and such persons shall not absent themselves from their regular duties without obtaining prior approval from their immediate supervisor.

The Employer agrees to maintain the pay of two (2) employees on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4:06 The Union agrees to notify the Employer in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the Employer in writing of any changes in such Committee members.
- 4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.

5:00 BULLETIN BOARDS

- 5:01 The Union shall have the use of the bulletin boards in staff rooms for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the Union and such postings shall be removed only by an authorized representative of the Union.

6:00 MANAGEMENT RIGHTS

- 6:01 The Union agrees that the management of the workplace and the direction of the working forces are vested exclusively with the Employer. Subject to the provisions of this agreement, the Employer retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The Employer also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the Employer.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 NO DISCRIMINATION

7:01 The Employer, the Union and their agents agree not to discriminate against any employees because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Employer by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on work time, and no meetings on the work premises except with the permission of the Employer.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievance shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretations of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Chair.

Complaint Stage

The Employee shall first notify and discuss with the Manager their concern. It is understood that any resolution at this step is without precedent or prejudice. Failing resolution of the matter within (3) working days of the verbal response from the Manager, the employee may submit a written grievance to be processed as follows:

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Department Head. The Department Head shall render a decision within five (5) working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I, it may within 5 working days of receipt of the Step I reply request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within five (5) working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within five (5) working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within 5 working days of the hearing.

- 8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.
- 8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.
- 8:04 Whenever the Employer deems it necessary to discipline an employee, the employee will be advised in advance. The employee may request the presence of a Union steward at the disciplinary meeting if she/he so wishes. A copy of the written confirmation of discipline will be provided to the Union.

9:00 ARBITRATION

- 9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) workdays of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

- 10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this agreement.

11:00 SENIORITY

- 11:01 Seniority shall commence and accumulate from the date on which the employee last commenced work with the Employer. Supply Staff shall accrue seniority on the basis one (1) year equals one thousand, six hundred and seventy-three (1,673) hours of work at regular rates of pay.
- 11:02 A new employee shall be on probation until he or she has worked a period of six (6) months and paid according to the salary schedule for the job. Supply Staff shall be on probation until he or she has worked a total of eight hundred and forty (840) hours at regular rates of pay.

During the probation period an employee shall be subject to rights under the grievance procedure except that an employee may be terminated based on a lesser standard of performance than required for an established employee.

If retained after the probation period such employee's seniority shall be dated from the day he or she commenced work.

- 11:03 An up to date seniority list shall be posted on the appropriate bulletin boards in January of each year. Separate seniority lists shall be provided for:
- (a) full time and regular part time staff, and
 - (b) supply staff.

An employee on the supply list who becomes established in a full time or regular part time position shall have their seniority date established based on one (1) year equals one thousand, six hundred and seventy-three (1,673) hours of work at regular rates of pay.

The seniority list(s) will be considered correct unless the employee disputes the accuracy of the list within thirty (30) days from the date the list(s) were posted.

- 11:04 The Employer agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During such period of layoff an employee shall continue to accrue seniority for a period up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work.
- 11:05 It is understood and agreed that in all cases of promotions to a higher job class, decreases in forces and recall after layoffs, the following factors shall be considered:
- (1) qualifications to perform the work,
 - (2) seniority.

Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

- 11:06 A temporary vacancy is defined as a vacancy scheduled to be less than twelve (12) months in duration.
- 11:07 In the event an employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement.
- 11:08 Seniority shall be forfeited and employment will be terminated if:
- 1) the employee voluntarily quits their employment;
 - 2) the employee is discharged for proper cause;
- 11:08 3) the employee fails to report to work within fifteen (15) days after being notified by registered mail to return to work following layoff;
- 4) the employee is absent from work for five (5) working days without permission or just cause;
 - 5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:
 - i) during the first twelve (12) months of any such absence the Employer agrees to provide at its cost all benefits set out in Article 18:00;
 - ii) at the end of such twelve (12) month period the employee will be responsible for the total cost of all benefits set out in Article 18:00;
 - iii) the Employer agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
 - (b) the employee is absent from work due to an occupational illness or accident for which Workers' Compensation is paid, subject to the following conditions:
 - i) during the first twenty-four (24) months of such absence the Employer will provide at its cost all benefits set out in Article 18:00;
 - ii) at the end of such twenty-four (24) month period the employee will be responsible for the total cost of all benefits set out in Article 18:00;

- iii) the Employer agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
- 6) (a) an employee with less than five (5) years service is absent from work for a period in excess of twelve (12) calendar months due to a layoff;
- (b) an employee with more than five (5) years service is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

12:00 VACANCIES AND REDUCTION IN WORKFORCE

12:01 When permanent vacancies occur in a full time or regular part time position, the Division will first consider those permanent employees who have notified the Manager of Day Care in advance and in writing of their interest in such positions. It shall be understood that a permanent employee successful to the vacancy will:

Assume the shift selection of the position filled.

Rebook their scheduled vacation if it conflicts with the scheduled vacation of employees within the facility the position is filled

If such vacancy is not filled by the Division from amongst the permanent employees, the senior available qualified supply staff employee will be contacted to fill the vacancy. In the event the senior supply staff employee is not available, then the next most senior available qualified supply will be contacted and so on until the vacancy is filled.

12:02 In the event no supply staff employee is available to fill a permanent vacancy, the Employer retains the right to hire additional employees.

12:03 In the event of a reduction in workforce, the full time and regular part time employees will revert to the supply list and be provided the first opportunity for any work that becomes available for which they are qualified to perform.

An employee on the supply list who has declined three (3) consecutive call-ins to work shall be removed from the Supply List and shall no longer be considered to be an employee. A Supply employee may request an absence from Supply work for a maximum period of ninety (90) full work days in any calendar year. All requests for absence of greater than five (5) shifts from the Supply Call Out list shall be made in writing to a Supervisor no less than two (2) work days in advance of the requested absence. Subject to the preceding, a Supply employee who is unavailable for work and who has not been approved for an absence from the Supply Call Out list shall be removed from the list and shall no longer be considered to be an employee.

12:04 When a supply staff employee is moved to a permanent vacancy in a full time or regular part time position, he/she will be on a trial period for three (3)

months and if performance is not satisfactory to the City during this period he/she will revert back to supply staff list. During such trial period the employee shall have the right to revert to the supply staff list.

13:00 TRANSFER TO SUPERVISORY POSITIONS

- 13:01 The selection or appointment of employees for Supervisory positions, or for positions not subject to this agreement, is not governed by this agreement, but if an employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

14:00 LEAVE OF ABSENCE

- 14:01 The Employer may, at its discretion, grant leave of absence without loss of seniority or occupational classification and without pay for a mutually agreed period to any employee requesting such leave for a good and sufficient cause. Where possible the application for the leave of absence shall be submitted at least one (1) month prior to the date of leave. The Manager of Daycares or designate shall respond to such request within five (5) working days from receipt of the application.
- 14:02 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) workdays shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law.

Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person:

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; ("conjoint").

- 14:03 An employee seeking further training, to be used in the service of the Employer may be granted, if approved by the Employer the necessary leave of absence to pursue his aim, and may be granted a subsistence allowance.
- 14:04 Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than two (2) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.
- 14:05 Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.
- 14:06 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between his normal earnings and the payment he receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS**
- 15:01 The regular hours of work for all full-time employees covered by this agreement, shall be seven (7) hours per day, thirty-five (35) hours per week. Employees will be given one fifteen (15) minute coffee break either forenoon or afternoon.
- 15:02 A regular employee shall be entitled to a minimum of four (4) hours straight pay at the appropriate rate when called out to work overtime.
- 15:03 All hours worked outside the regular hours, when authorized by the Manager, shall be paid for at time and one-half (1 1/2) the employee's regular rate of pay, or shall be given time and one-half (1 1/2) off with pay at a time mutually agreeable to the employee and his supervisor.

There shall be no carry over of accumulated overtime from year to year.

- 15:04 Daily Planning
 Each day care teacher shall be allowed a minimum of one-half (1/2) hour per week, without loss of pay, as preparation time to plan daily activities.
- 15:05 Offence Declaration
 Each daycare teacher will be required to complete and submit the City's "Offence Declaration" form by September 30th of each year at no cost to the employee.
- 15:06 Mandatory Membership (College of Childhood Educators)
 There will be no requirement for any bargaining unit member to become a member of a professional College or other governing work related body unless required by a ministry directive, regulation or legislation.
 All Day Care teachers covered under this collective agreement must obtain and maintain membership within the College of Early Childhood Educators in order to be employed as a City Day Care Teacher.
 The City will reimburse full-time qualified ECE and qualified ECE Supply Staff (10 month Best Start assignment or Supply Staff beginning the year in a long term assignment) the applicable membership fees upon receipt of proof of membership payment.
 Other Supply Staff will have a percentage reimbursement based on the number of hours worked during the current calendar year. Proof of membership payment is required.
 Failure for any City ECE employee to maintain membership will result in immediate suspension and possible discharge. It is understood that an employee will have their employment terminated if valid proof of membership is not provided within sixty (60) calendar days.
- 15:07 With regards to absences due to vacation (at least one week) and Maternity/Parental Leaves known in advance only and where operationally feasible, employees may request a "shift change" at their present location provided the following:
 1. Employees wanted shift changes as a result of scheduled vacations will provide to their supervisor a written request of such change by March 31st of that calendar year.
 2. Employees wanting shift changes as a result of a Maternity/Parental leave will provide to their supervisor a written request of such change at least one month prior to the commencement of the leave.
- 15:08 City will provide a minimum of four (4) staff meetings in addition to a maximum of three (3) paid professional development days per year which include where possible supply staff for P.D. days.

16:00 VACATIONS WITH PAY - (FULL TIME EMPLOYEES)

- 16:01 All employees with less than twelve (12) months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of ten (10) days.
- Such vacation shall be taken in the following year with pay at four (4%) percent of the previous years earnings.
- 16:02
- (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day annual vacation at their regular rate of pay.
 - (ii) All employees who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
 - (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.
- 16:03 All employees who have completed five (5) years of service but less than ten (10) years of service shall be allowed three (3) weeks vacation at their regular rate of pay.
- 16:04 All employees who have completed ten (10) years of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.
- 16:05 All employees who have completed fifteen (15) years of service but less than twenty (20) years shall be allowed five (5) weeks annual vacation at their regular rate of pay.
- 16:06 All employees who have completed twenty (20) years of service but less than thirty (30) years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- 16:07 All employees who have completed thirty (30) years of service or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16:08 An employee may accumulate his annual vacation over a two (2) year period, with the Commissioner of Human Resources approval.
- 16:09 The application to carry over holidays from one (1) year to another must be submitted in writing to the Commissioner of Human Resources before March 1st of that year.
- 16:10 Employees who are off work without pay for thirty (30) days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16:11 Applications for holidays during the year must be submitted in writing to the supervisor before January 15th in each year. Employees shall be given the

opportunity of stating their preference for their vacation period according to length of service.

16:12 Vacations - Supply Staff

Commencing June 1, 1995, Supply Staff will begin accumulating their hours worked for the purposes of computing vacation pay. Such vacation pay is to be credited on the basis of the Supply Staff moving up the full-time vacation grid as the hours worked equate to full-time employees (e.g. one thousand, six hundred and seventy-three (1,673) hours worked equals one (1) year.

17:00 PAID HOLIDAYS

17:01 The following holidays shall be recognized as time off with pay for all regular full time and regular part time employees:

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

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the Employer shall be considered as the paid holiday for the purposes of this agreement.

Notwithstanding the above provision, where either Christmas or Boxing day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
- (3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half (1- 1/2) their regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

18:01 It is agreed that the Employees covered by this agreement will be provided with Green Shield benefits as listed:

- Semi-Private;
- Extended Health Care
 - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to \$325.00/ 24 month and effective February 1, 2014, increase to \$350/24 month. (Note – this amount can be used for laser eye surgery.)
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of \$1,000 (effective 1st of the month following ratification of the memorandum of Settlement) per calendar year for any combination of the following services:

- Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.
- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, two thousand five hundred dollars (\$2,500 limit), at current O.D.A. rates, minus one (1) year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full E.I. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- a) Extended Health Care - 1st day of the month following date employed.
- b) Dental Plan - 1st day of the month following completion of three (3) months service.
- 12 Month Pregnancy/Parental Replacement Supply Staff Employees
– Limited Benefit Coverage

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap and effective February 1, 2014 increase to \$10)

Vision Care - \$125 (effective 1st of the month following ratification) per 24 months

- **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1100 per annum and increase to \$1200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; effective 1st of the month following ratification of the Memorandum of settlement \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Effective 1st of the month following ratification of the Memorandum of Settlement paramedical capped \$750 per annum.
 3. Effective 1st of the month following ratification of the Memorandum of Settlement Vision Care - \$250/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

- 18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half (1 1/2) times basic salary shall be in effect. This plan to cover full-time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid one hundred (100%) by the City.
- 18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 18:04 All employees upon retirement may revert to ten thousand (\$10,000) dollars Group Life Insurance up to age 65, one hundred (100%) percent of the cost to be paid by the employee.
- 18:05 All Regular Full-Time Employees covered by this agreement shall be provided with a Long Term Disability Plan, one hundred (100%) percent of the cost to be paid by the Employer.

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

- a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or

- b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
 Coverage shall be in accordance with the terms and conditions of:
 Great West Life Assurance Co. Policy 320925 (Life Ins.)
 Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The Employer agrees to cover the payment of premiums for Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age sixty-five (65) or until assistance is available from another source if it is before age sixty-five (65), whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 18:08 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in his marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of his status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction in premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.
- 19:00 SICK LEAVE**
- 19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illnesses covered by the Workers' Safety Insurance Board (W.S.I.B.).
- 19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate during any period of

absence without pay of thirty (30) days or more, nor during any period for which sick leave is paid.

Regular Part-Time Employees will have their sick leave entitlement pro-rated according to their hours worked in comparison to a Regular Full-Time Employee.

- 19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the Employer whether retiring voluntarily or dismissed for cause.
- 19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty (250) working days.
- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during his active service with the City, accumulated sick leave benefits if his absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Employer.
- 19:08 An employee in receipt of Workers' Safety Insurance Board (W.S.I.B.) payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and his normal salary or wages is deducted from his unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the W.S.I.B. shall be deposited with the City.
- 19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit his employment unless the employee has prior written permission from the Commissioner of Human Resources to take other employment.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the Employer and each employee may at reasonable times check his current balance.
- 19:11 The City shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective May 1st, 2014, increase reimbursement of a City requested medical form to forty-five (\$45).

20:00 PENSIONS

20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1, 1966.

21:00 SAFETY PROVISIONS

21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The Employer will make all reasonable provision for the safety and protection of the health of the employees.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of the manager an employee may be permitted to use his own car for travel in the performance of employer's work for the Employer. Employees shall provide daily readings of mileage traveled on behalf of the Employer.

22:02 Invoices must be submitted on the first of each month to the manager for approval showing the number of kilometers traveled on Employer business.

22:03 When the said voucher is approved, the City will pay to the employee; a car allowance of fifty one (\$0.51) cents (effective 1st of the month following ratification of the Memorandum of Settlement) for each kilometer traveled on Employer business, increased to fifty two (\$0.52) cents effective May 1, 2013 and increase to fifty three (\$0.53) cents effective May 1, 2014. The City agrees that where possible payment for mileage will be made by the 12th of the month.

22:04 It is the employee's sole responsibility to insure his vehicle and the Employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage coverage while in use on Employer business.

23:00 WAGES

23:01 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "A".

23:02 All employees will progress to the next higher applicable rate on the pay period closest to their anniversary date of hiring.

23:03 The established starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:04 Each employee on a job shall be assigned to the applicable starting, intermediate or standard rate for the job on the basis of work on the job with

the progression from one (1) applicable rate to be at intervals of work as specified in Section 23:02 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:05 Temporary Transfer

Employees may indicate, in writing to the Employer their desire to transfer between work sites should an opening, either temporary or permanent, occur.

24:00 TECHNOLOGICAL CHANGE CLAUSE

24:01 In the event changes are required due to technological change, the Employer agrees to discuss the proposed changes with the Union prior to implementing such changes.

25:00 TERMINATION CLAUSE

25:01 This agreement shall be effective from June 1, 2012 and shall remain in effect until May 31, 2015 and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

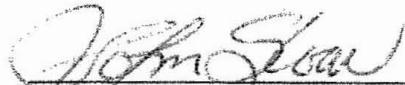
25:02 Notice that amendments are required shall only be given within a period of not more than ninety (90) days or less than thirty (30) days prior to the expiration date of this agreement or any anniversary date of such expiration date.

25:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

10(a)

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the
____ day of _____, 2012 at Sault Ste. Marie, Ontario.

FOR THE UNION


PRESIDENT, CUPE LOCAL 67


**RECORDING SECRETARY,
CUPE 67**


**GROUP VICE-PRESIDENT,
CUPE 67**


CUPE NATIONAL REPRESENTATIVE

FOR THE CITY

MAYOR

CITY CLERK

APPENDIX "A"
MUNICIPAL DAY CARE WAGES

JUNE 1, 2012

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 26.15	\$ 27.16	\$ 28.11
Cook	\$ 21.24	\$ 22.25	\$ 23.22
Supply Teacher	\$ 26.15		

JUNE 1, 2013

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 26.67	\$ 27.70	\$ 28.67
Cook	\$ 21.66	\$ 22.70	\$ 23.68
Supply Teacher	\$ 26.67		

JUNE 1, 2014

<u>JOB TITLE</u>	<u>RATES OF PAY</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Day Care Teacher	\$ 27.20	\$ 28.25	\$ 29.24
Cook	\$ 22.09	\$ 23.15	\$ 24.15
Supply Teacher	\$ 27.20		

10(a)

LETTER #1

JOINT CONSULTATION COMMITTEE
TERMS AND CONDITIONS

The City of Sault Ste. Marie at its Day Care Centres and Local 67, C.U.P.E., agree to the following terms related to the provision of Article 4.07 of the collective agreement:

1. The Committee will consist of two (2) representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two (2) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

SIGNED AT SAULT STE. MARIE THIS 22 DAY OF Jan. ²⁰¹³, 2012.

FOR THE UNION

B. Belieer
Maria Pino
J. Bourcik
DMBule

FOR THE CITY

B. Belieer
A. Apostle
D. Bule

10(a)

LETTER #2
LETTER OF UNDERSTANDING
Between
THE CITY OF SAULT STE. MARIE
DAY CARE CENTRES
and
LOCAL 67 C.U.P.E

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on Workers' Compensation shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation and in the event both parties agree to such calculation, the matter will be finalized by letter of agreement.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ²⁰¹³ 2012.

FOR THE UNION

M. Silver
Maria Pino
J. Bourck
D McBride

FOR THE CITY

Beth
Affable

10(a)

LETTER #3
LETTER OF UNDERSTANDING
THE CITY OF SAULT STE. MARIE
&
C.U.P.E. LOCAL 67 DAY CARE GROUP

Christmas Shutdown

Employees will be permitted to select one of the following methods to cover this time off:

- (i) Time can be taken as vacation.
- (ii) Time can be taken as lieu time.
- (iii) Time can be taken as an unpaid leave of absence.
- (iv) The City will continue with the practice of a maximum of three (3) Professional Development Days per calendar year.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, 2012.

2013

FOR THE UNION

Rh Silver
Maria Pino
J. Bourque
D McBride

FOR THE CITY

Les Joss
Kathy
D

10(a)

LETTER #4

LETTER OF UNDERSTANDING

THE CITY OF SAULT STE. MARIE

&

C.U.P.E. LOCAL 67 DAY CARE GROUP

LEAVE REPLACEMENT AND SUPPLY STAFF: CALL OUT PROCEDURES

- a) Long Term Leaves are defined as Maternity Leaves, Best Start 10 month Leaves and any absence known in advance to be greater than thirty (30) working days.
- b) Long Term Leaves will be offered on a seniority basis to Supply employees who have successfully completed their probationary period.
- c) Leave of thirty (30) working days or less will be considered as Short Term Leaves.
- d) Short Term Leaves will be offered on a rotational basis to Supply employees. However Short Term Leaves that are extended beyond a cumulative duration of (60) working days will at that point in time be filled accordingly by the next available Supply Staff.
- e) Supply employees accepting a Long Term Leave shall not become established pursuant to article 11:06. I.E. Supply employees who accept a Long Term Leave or consecutive Long Term Leaves of greater than twelve (12) calendar months in duration shall not become established and shall not be entitled to benefits under this collective agreement.
- f) A call of less than two (2) hours will be not counted as a shift; the employee will receive the next available shift.
- g) An employee who accepts a Long Term Leave must complete such leave.
- h) An employee has the right to refuse a Long Term Leave and will not be penalized. The employee will be offered the next Long Term leave.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ^{2013,} 2012.

FOR THE UNION

R. Shiver
Maria Pines
J Bourck
D McBride

FOR THE CITY

P. Ziegler
A. Appelte
D

10(a)

LETTER #5
LETTER OF UNDERSTANDING
THE CITY OF SAULT STE. MARIE
&
C.U.P.E. LOCAL 67 DAY CARE GROUP

LEAVE OF ABSENCE - EMERGENCY

Requests for Emergency Leaves will be considered in conjunction with the provisions of the Employment Standards Act.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, ^{2013,} 2012.

FOR THE UNION

Beth Silver
Maria Pine
J. Bourck
D McBride

FOR THE CITY

Bryan
N. P. Steele
S. S. ...

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

C.U.P.E. LOCAL 67 DAY CARE GROUP

PAID APPROVED UNION LEAVE

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

10(a)

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

SIGNED AT SAULT STE. MARIE THIS 22nd DAY OF January, 2012.

FOR THE UNION

B. Silver
Maria Pine
J. Bourck
D McBride

FOR THE CITY

R. Gray
A. Hostle
D. [Signature]

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-32

AGREEMENT: (E2.2) A by-law to amend By-law 2012-161 (a by-law to authorize a contract between the City and Avery Construction Ltd. for the Central Creek West Aqueduct Replacement on Central Street (Contract 2012-11E)).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, ENACTS as follows:

1. **AMENDMENTS TO BY-LAW**

By-law 2012-161 is amended by adding the following paragraphs to Schedule "A" of By-law 2012-161:

"1.1 The Contractor shall provide all necessary labour, materials, equipment, contractors and subcontractors necessary to complete repairs to an additional segment of the aqueduct north of the Bonney Street crossing (the "Additional Work").

1.2 The parties hereto acknowledge and agree that the maximum costs payable by the Corporation to the Contractor for the Additional Work is Seventy Thousand (\$70,000.00) Dollars inclusive of any and all fees, expenses, disbursements, and taxes whatsoever. The parties hereto further acknowledge and agree that final payment shall be made by the Corporation to the Contractor for the actual quantities that are incorporated in or made necessary by the Additional Work to the aforementioned maximum amount of Seventy Thousand (\$70,000.00) Dollars.

1.3 The parties hereto acknowledge and agree that the balance of the terms of Contract 2012-11E and the Agreement dated August 13, 2012 shall apply to govern their contractual relationship as it pertains to the Additional Work set out herein."

2. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-24

FEES: (P1.6) A by-law to amend Committee of Adjustment By-law 2010-87.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 69 of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2010-87**

- (a) Section 1(1) (Minor Variance Application (Single Unit Residential) of By-law 2010-87 is amended by deleting "\$300.00" and inserting "\$350.00",
- (b) Section 1(2) (Minor Variance Application (Multiple Unit <5 RA/R1 Zone) of By-law 2010-87 is amended by deleting "\$400.00" and inserting "\$450.00",
- (c) Section 1(3) (Minor Variance Application (Multiple Unit >4 & Other Zones) of By-law 2010-87 is amended by deleting "\$500.00" and inserting "\$550.00",
- (d) Section 1(5) (Consent Application - Lot Addition) of By-law 2010-87 is amended by deleting "\$450.00" and inserting "\$500.00", and
- (e) Section 1(6) (Consent Application – New Lot Creation) of By-law 2010-87 is amended by deleting "\$400.00" and inserting "\$500.00 + \$300.00/lot/app".

2. **EFFECTIVE DATE**

This by-law takes effect on February 1, 2013.

PASSED in open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

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

1D(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-26

PARKING: (P3.9(3)) 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**

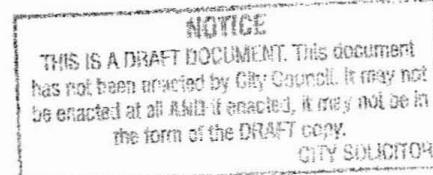
This by-law takes effect on the day of its final passing.

PASSED in open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf Bylaws\2013\2013-26 Parking Officers – Private lots



<u>IDGE SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBEVIC,JOHN,LUDVIC	DENTAL BUILDING	846 & 218 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
181 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
186 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./ 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./ 129 SECOND LINE W
253 TRAVSON,TERRANCE(TERRY NORTH EAST SECURITY		A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENIIS,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSO,DONALD	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROIOW,VICTORIA	G4S SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOT,AJALIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAVEL,ANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376 FINN,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNÉR,HAROLD	G4S SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
413 HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSSO,DOMINIC	MAJOR CONTR.	TRAVELOGUE
431 DICKSON,SHANE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
448 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,JESSE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460 BOUGIE,DAN	CORPS OF COMM	SAULT AREA HOSPITAL
482 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
483 MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
484 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
485 DELAVALLE,DON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
487 BERNIER,JUNE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
488 AGNEW,BRENDAN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
489 SANTELLI,DOMINIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
490 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
491 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
492 BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
494 MANCUSO,ANTHONY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE
495 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
497 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
499 GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
499 TFI FORD,JASON	CORPS OF COMM /NORPR/	SAULT AREA HOSPITAL /REGENT PRO/S.COLLEGE/QUEENSCENTRE/GHC/AHP

10(d)

482 LEWCELLE, BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484 MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE BELLEVUE MARINA & BONDAR MARINE & PARK	
485 ARMSTRONG, KENNETH	CITY OF SAULT STE MARIE BELLEVUE MARINA & BONDAR MARINE & PARK	
486 LONGO, NADIA	GT. NORTHERN RET. HOME 780 GREAT NORTHERN RD.	
487 ROUGEAU, MARISA	GT. NORTHERN RET. HOME 780 GREAT NORTHERN RD.	
488 LEFLEUR, MARILYN	GT. NORTHERN RET. HOME 780 GREAT NORTHERN RD.	
489 MCQUEEN, WANDA	GT. NORTHERN RET. HOME 780 GREAT NORTHERN RD.	
490 LUXTON, JEFF	GT. NORTHERN RET. HOME 780 GREAT NORTHERN RD.	
492 PARKER, MICHAEL	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
493 BROWN, FRASER	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
494 SHEWFELT, CODY	G4S SECURE SOLUTIONS AIRPORT	
497 ALLEN, ROBERT	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
498 MARQUES, STEVEN	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
499 SCALI, NICOLA	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
500 EASBY, JOSHUA	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
501 QUARRELL, ROBERT	ELSTRONG MANAGEMENT 621,627,631 MACDONALD AVE	
502 HAMEL, CHRIS	ELSTRONG MANAGEMENT 621,627,631 MACDONALD AVE	
503 HAMEL, MELANIE	ELSTRONG MANAGEMENT 621,627,631 MACDONALD AVE	
505 JONES, CHELSEY	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
507 SMYTHE, RICHARD	BANK OF MONTREAL 556 QUEEN ST E	
509 MATTALO, JOE	CORPS OF COMM SAULT AREA HOSPITAL	
511 ADAIR, BRENDAN	CORPS OF COMM SAULT AREA HOSPITAL	
512 DIMMA, JUSTIN	CORPS OF COMM SAULT AREA HOSPITAL	
513 MEINCKE, KEN	CORPS OF COMM SAULT AREA HOSPITAL	
514 BONIFERRO, BRIAN	CORPS OF COMM SAULT AREA HOSPITAL	
515 MANGONE, MATT	CORPS OF COMM SAULT AREA HOSPITAL	
516 GAY, JAMES	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
517 ROY, BRENDA	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
518 TREPASSO, GRANT	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
519 FRAGOMENI, JOSEPH	CORPS OF COMM SAULT AREA HOSPITAL	
520 THOMPSON, JOHN	CORPS OF COMM SAULT AREA HOSPITAL	
522 McNAMA, STEVEN	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
523 McBRIDE, GUY	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
524 DUNLOP, DAVID	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
525 IACCHETTA, CHRIS	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
526 JOHNSTON, CORY	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
527 KOZAK, EMILIE	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
529 ROMAIN, GERALDINE	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
530 WADE, SAMUEL	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
531 AHIAEGBE, ENOHUMEN	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
532 BROUILLARD, BERNARD	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
533 STILLERT, CHRISTIAN	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
534 LADOUCEUR, RACHAEL	CORPS OF COMM SAULT AREA HOSPITAL	
535 HUTZAN, CHRISTIAN	CORPS OF COMM SAULT AREA HOSPITAL	
536 SAUERZOPF, JUSTIN	CORPS OF COMM SAULT AREA HOSPITAL	
537 GRAWBARGER, KYLE	CORPS OF COMM SAULT AREA HOSPITAL	
538 MCCAIK, BRANDON	CORPS OF COMM SAULT AREA HOSPITAL	
539 CUTLER, JESSE	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
540 ZEPPA, ROBERT	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
541 DIMMA, WILLIAM	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
542 RALPH, NANCY	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
543 HAYNES, MICHAEL	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
544 NELSON, MATTHEW	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
545 GRECO, BRYAN	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
546 ZORIT, TRAVIS	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
547 LIEPA, MATTHEW	ALGOMA CENTRAL PROP STATION MALL/STATION 49/STATION TOWER	
548 CARON, ROGER	CITY OF SAULT STE MARIE 99 FOSTER DR. (CIVIC CENTRE)	
549 WICKSTROM, IZAAK	G4S SECURE SOLUTIONS AIRPORT	
550 BADLU, EDMUND	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
551 PIPER, ADAM	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
552 SENEGALGUDUR, DANIEL	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
553 ST. PIERRE, WILLIAM	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
554 IRWIN, JACOB	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
555 ROY, DARCY	G4S SECURE SOLUTIONS AIRPORT	
556 ARCAN, SCOTT	G4S SECURE SOLUTIONS AIRPORT	
557 HUTCHING'S, GEORGE	CORPS OF COMM SAULT AREA HOSPITAL	
558 LARKIN, NICHOLAS	CORPS OF COMM SAULT AREA HOSPITAL	
559 SUMMERS, STEPHEN	CORPS OF COMM SAULT AREA HOSPITAL	
560 ADDISON, CHRISTOPHER	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
561 CARTER, TIGER	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
562 DEARING, DEVIN	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
563 FLEURY, TAMMY-JO	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
564 LAPRADE, DANIEL	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
565 LISGUMB, GERALD	NORPRO SECURITY REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH	
566 SWEET, WILLARD	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
567 BOSTON, CODY	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
568 PICK, DENNY	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	
569 ZEPPA, JACOB	G4S SECURE SOLUTIONS AIRPORT	
570 BERTRAND, CHRISTOPHER	G4S SECURE SOLUTIONS AIRPORT	
571 BRESNAHAN, JAMES	SSM AIRPORT CORP. AIRPORT MANAGER	
572 BELANGER, COWAN	NORTH EAST SECURITY A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALLCHURCHILL&PINE PLAZA/TENARIS/S.COLLEGE	

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-31

REGULATIONS: (R1.16) A by-law to exempt Bible Fellowship Church from By-law 73-107 being a by-law to prohibit the use of fireworks in the municipality.

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM FIREWORKS BY-LAW 73-107**

Despite the provisions of By-law 73-107, the discharge of fireworks from 756 Landslide Road shall be deemed not to be a violation of By-law 73-107 on the following date:

February 9, 2013.

2. **EFFECTIVE DATE**

This by-law is effective on February 9, 2013.

PASSED in Open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/BYLAWS\2012\2012-13 Bible Fellowship FIREWORKS EXEMPTION

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

1D(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-29

SUBDIVISION CONTROL: (PR7) A by-law to deem not registered for purposes of subdivision control certain lots in the Model City Subdivision, pursuant to Section 50(4) of the *Planning Act*.

WHEREAS Section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Model City Subdivision was registered in the Land Registry Division on February 4, 1913 as Plan 7234; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said Section 50(4) to designate part of the Model City Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 50(4) of The *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF MODEL CITY SUBDIVISION DEEMED NOT REGISTERED**

Lots 18, 19 and 20 Plan 7234 Model City Subdivision, registered in the Land Registry System for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to Section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to Section 50(28) of the *Planning Act*.

PASSED in open Council this 4th day of February, 2013.

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

CITY CLERK – MALCOLM WHITE

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-30

TRAFFIC: (P3.3) A by-law to amend Schedule "V" of Traffic By-law 77-200 regarding parking in front of the Odd Fellows site (124 Dennis Street).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "V" OF BY-LAW 77-200 AMENDED

Schedule "V" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PERIOD</u>
"Dennis Street	East	North Extent of Civic 124	South Extent of Civic 124	15 minutes 9 a.m. to 12 p.m. Monday to Friday".

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 4th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\LEGAL\PUBLIC WORKS & TRANSPORTATION\P3.3 TRAFFIC\BY-LAWS\2013-30\AMEND SCHEDULE V P3.3 FEB 4
13.DOC

NOTICE

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

CITY SOLICITOR

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2013 02 04

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor

Seconder: Councillor

Resolved that the Addendum #1 for the 2013 02 04 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**

- (6) PLANNING
 - (7) PUBLIC WORKS AND TRANSPORTATION
 - (8) BOARDS AND COMMITTEES
 - b) PUC Services Inc. – Water Quality Survey – Ipsos Reid
A copy of the survey is attached for the information of Council.
7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL
8. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION
9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE
10. CONSIDERATION AND PASSING OF BY-LAWS

Sault Ste. Marie PUC – Water Quality Survey

Questionnaire FINAL Nov.1, 2012

Script Introduction

Hello, my name is (INSERT NAME)... and I'm calling from Ipsos Reid, a national public opinion research company. We are conducting a survey of Sault Ste Marie residents about their views on some important local issues. Your household was selected at random and we would like to speak to someone aged 18 or older. All of your responses are strictly confidential. (IF ASKED, the survey will take between 8 to 10 minutes depending on your responses).

If correct person – Continue

If Yes – Repeat Introduction

If No – Thank and Terminate

Screeners

First I would like to ask you a couple of questions to see if you qualify for this study.

A. In which age group do you fall? (READ LIST)

Under 18

18-34

35-54

55+

[IF UNDER 18 THANK AND TERMINATE]

B. GENDER (DO NOT ASK) (Record gender of respondent by observation)

C. Do you, or does anyone in your household, work in any of the following areas? (READ LIST)

An advertising company

A public relations company

A market research company

The media -- that is TV, radio, newspaper or new media (Internet)

Is an employee of the Sault Ste. Marie PUC

(DO NOT READ) None

[IF NONE CONTINUE, ALL OTHERS THANK AND TERMINATE]

D. What is your postal code? [MUST HAVE ALL 6 DIGITS TO CONTINUE]

(IF NECESSARY: POSTAL CODE WILL BE USED TO ENSURE WE ARE TALKING TO
RESIDENTS OF SAULT STE MARIE)

Main Questionnaire

1. Thinking of all of the issues presently facing your community, which one do you feel should receive the greatest attention from the city's leaders? That is the one thing they should give top priority to. (DO NOT READ LIST. ACCEPT ONE MENTION ONLY)

Municipal spending and taxes
Economic development and jobs
Healthcare
Garbage and recycling
Social housing
Animal services
Roads and transit
Recreation and cultural services
Drinking water
Sewage treatment
Crime and violence
The environment and green spaces
Other (SPECIFY)

2. I am going to read out a few different municipal services or issues, of these which ones do you think should be the city's top priority... What about the second priority?... What about the third priority? (READ LIST)

Top priority
Second priority
Third priority

[DRINKING WATER WILL AUTOMATICALLY BE READ OUT PLUS FOUR OTHER SERVICES/ISSUES AT RANDOM]

[ALWAY READ] Drinking water
[RANDOMLY PULL FOUR OF THE FOLLOWING PER RESPONDENT]
Municipal spending and taxes
Economic development and jobs
Healthcare
Garbage and recycling
Social housing
Animal services
Roads and transit
Recreation and cultural services
Sewage treatment
Crime and violence
The environment and green spaces

3. Overall, how satisfied are you with the city's drinking water (that is the tap water in your home)? Are you...(READ LIST)

Very satisfied
Somewhat satisfied
Neither satisfied nor dissatisfied
Somewhat dissatisfied

Very dissatisfied

4. Using a scale of 1 to 10, where 1 is very poor and 10 is excellent how would you rate your tap water on the following factors? (READ LIST)

[RANDOMIZE]

Taste

Smell

Colour

Clarity

Being healthy for you

Being safe to drink

Convenience or availability

Cost or price

[SCALE 1-10]

5. Have you noticed any changes to your tap water in the past five years?

Yes

No

[IF YES ASK Q6 AND Q7, IF NO OR DON'T KNOW SKIP TO Q9]

6. What changes have you noticed? (DO NOT READ. RECORD ALL MENTIONS)

Tastes better

Tastes worse

Smells better

Smells worse

Harder water

Softer water

Less pressure

More pressure

Other (specify)

7. Would you say that the quality of your tap water has gotten much better, a little better, a little worse or much worse than compared to five years ago or is it about the same?

Much better

A little better

About the same

A little worse

Much worse

[IF A LITTLE WORSE OR MUCH WORSE ASK Q8, OTHERWISE SKIP TO Q9]

8. Did you notice it getting worse more than a year ago or has it gotten worse just in the last year?

More than a year ago

Just in the past year

[ASK TO ALL]

9. Generally speaking, what type of water do you drink most often? (READ LIST)

[RANDOMIZE]

Regular tap water

Filtered Tap Water (using a faucet-mounted, pour-through pitcher-style or reverse osmosis filter system)

Bottled spring water

Bottled mineral or carbonated water

Other

10. Would you say you are drinking more, less or the same amount of tap water (filtered or not) compared to a year ago?

More

Less

The same amount

[IF ANSWER LESS ASK Q11 OTHERWISE SKIP TO Q12]

11. And is the main reason you are drinking less tap water because you [ROTATE dislike the taste or odour, have concerns about safety] or some other reason?

Dislike the taste or odour

Have concerns about safety

Another reason

[ASK TO ALL]

12. How familiar are you with the process used to disinfect the city's drinking water supply? (READ LIST)

Very familiar

Somewhat familiar

Not very familiar

Not at all familiar

[READ TO ALL RESPONDENTS]

In Ontario, there are two approved methods for drinking water disinfection ---- using chlorine alone or using a combination of chlorine and ammonia.

98% of Ontario's regulated drinking water systems use chlorine alone, only 2% add ammonia.

Up until last year, the drinking water in Sault Ste. Marie had been disinfected by a combination of chlorine and ammonia, one of the two approved methods for drinking water disinfection. Last year, ammonia was removed in order to satisfy changes to regulations and this change brings the municipality in line with most other systems around the province and around the world. After removing the ammonia, some residents noticed a change in the taste and odour of the water.

13. Before today, did you know that there had been a change in the way the city's water was disinfected?

Yes
No

[IF YES ASK Q14 OTHERWISE SKIP TO Q15]

14. Where did you hear about the change? (READ LIST, ACCEPT ALL MENTIONS)

[RANDOMIZE]

At a City Council meeting
From your council member
By going on the PUC's website
Reading something in the media
Word of mouth
[ALWAYS READ LAST] Other (specify)

15. Is the quality of your drinking water as it is today acceptable or unacceptable to you?

Acceptable
Unacceptable

[IF UNACCEPTABLE ASK Q16 OTHERWISE SKIP TO Q17]

16. There are a number of benefits that result from removing ammonia from the city's water disinfection process. Is the quality of your drinking water as it is today acceptable or unacceptable to you knowing that [INSERT ITEM]? How about? How about...?

[RANDOMIZE]

It is as safe to drink now yet has fewer chemicals
The new process is expected to reduce the amount of lead in the water, thus making it safer to drink
It is now less hazardous to the health of water treatment staff that were working with the ammonia
It is now more cost effective for the PUC and its customers

Acceptable
Unacceptable

[ASK TO ALL]

17. I am going to read you a series of things the PUC could do to try to improve the taste and odour of the water, all of which would be done in compliance with Ontario Drinking Water regulations. Please note that if the PUC were to undertake these changes there is no guarantee the water would have the exact taste and odour as it did before removing ammonia.

Would you support or oppose the PUC trying to improve the taste and odour of the current drinking water if it meant.... [INSERT]

[RANDOMIZE]

...adding more water treatment chemicals to the drinking water even though it will not make the water any safer to drink (IF NECESSARY READ: such chemicals would be Ammonia, Sodium Chloride (which is salt) and Soda Ash (which is sodium carbonate))

...adding more water treatment chemicals to the drinking water even though it will be more hazardous for PUC workers who handle them

...it will cost as much as \$5 million to cover the cost of the additional chemicals and infrastructure that will be needed and these added costs will have to be recovered in your water rates *Water rates would go up by roughly one dollar per month.*

... moving away from the standard practice used in most every system in Ontario

Strongly support

Somewhat support

Somewhat oppose

Strongly oppose

(READ TO ALL) I have just a few questions left to go. These are for statistical classification only.

18. What is the highest level of education that you have reached? (READ LIST) [SINGLE PUNCH]

Some/completed elementary school

Some/completed high school

Community college, vocational, technical school, CEGEP

Some/completed university (Bachelor's Degree)

Post graduate, professional school (e.g., MA, MSc, PhD, LLB)

No schooling

19. Which of the following income groups would best represent your annual household income before taxes? Please stop me when I reach your category. (READ LIST) [SINGLE PUNCH]

Less than \$30,000

\$30,000 to less than \$60,000

\$60,000 to less than \$90,000

\$90,000 to less than \$120,000

\$120,000 to less than \$150,000

\$150,000 to less than \$200,000

\$200,000 or more

20. Including yourself, how many people are currently living in your household? [SINGLE PUNCH] [DO NOT READ LIST]

One

Two

Three

Four

Five

Six or more

21. Do you have any children under the age of 18 living at home?

Yes

No

Those are all the questions. Thank you very much for your time.