

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 06 27

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Manzo

Seconded: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2011 06 13 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor J. Krmpotich

Seconded: Councillor P. Christian

Resolved that the Agenda for 2011 06 27 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

Dr. Ed Chicoine will be in attendance concerning proclamation – Marathon of Health.

PART ONE – CONSENT AGENDA

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that all the items listed under date 2011 06 27 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the Town of Ajax and the Town of Fort Erie (concerning OLG municipal contributions) and the City of North Bay (concerning certain Assessment Review Board appeals) is attached for the information of Council.
- c) Letters of request for temporary street closings are attached for the consideration of Council.

1) On St. Mary's River Drive from Station Mall Zellers Entrance to Station Mall Sears Entrance in conjunction with the Kiwanis Invitational Walleye Tournament (July 8th)

2) On Cathcart Street from Hudson Street to Carmen's Way in conjunction with the Italian Festival (July 24th)

The relevant By-laws 2011-123 and 2011-120 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

d) Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that Councillor Brian Watkins be appointed to the Sault Ste. Marie Region Conservation Authority from June 13, 2011 to December 31, 2012.

e) Council Travel

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that Mayor Debbie Amaroso, Councillors Marchy Bruni, Steve Butland, Paul Christian, Susan Myers, Brian Watkins, Lou Turco, Terry Sheehan be authorized to travel to the 2011 AMO Annual Conference being held in London (4 days in August) at an estimated cost to the City of \$2,000 each.

f) Staff Travel

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

Mover: Councillor J. Krmpotich

Seconded: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2011 06 27 concerning Staff Travel Requests be approved as requested.

g) **Property Tax Appeals**

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

Mover: Councillor J. Krmpotich

Seconded: Councillor S. Butland

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2011 06 27 be approved and that the tax records be amended accordingly.

h) **2010 Financial Statements**

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

Report under separate cover.

Mover: Councillor F. Manzo

Seconded: Councillor P. Christian

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 06 27 be accepted and the 2010 Consolidated Financial Statements be approved; and

Further that KPMG LLP, Chartered Accountants be appointed as the City Auditor for the 2011 fiscal year.

i) **2011 – 2012 Capital Road Reconstruction and 2012 Federal Gas Tax Allocation**

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

Mover: Councillor F. Manzo

Seconded: Councillor P. Christian

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 06 27 concerning 2011 – 2012 Capital Road Reconstruction and 2012 Federal Gas Tax Allocation be accepted as information.

j) **SSM EMS (Paramedics) C.A.W. – Canada Local 1120
Memorandum of Settlement – April 1, 2011 to March, 2014**

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

The relevant By-law 2011-124 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **Request for Financial Assistance for National / International Sports Competitions**

A report of the Manager Recreation and Culture is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Manager Recreation and Culture dated 2011 06 27 concerning Request for Financial Assistance for National / International Sports Competitions be accepted and the recommendation to provide a \$400 grant to Reid's Martial Arts Team (World Karate Canadian Championships) be approved.

l) **Landfill Gas Collection Project – Engineering Fees**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2011 06 27 concerning Landfill Gas Collection Project – Engineering Fees be accepted and the recommendation that an additional \$10,000 in engineering fees be included for a revised upset limit of \$418,000 in the engineering services contract between the City and AECOM be approved.

m) **Landfill Site, Operations and Monitoring 2010 – Environmental Monitoring Committee**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Land Development and Environmental Engineer dated 2011 06 27 concerning Landfill Site, Operations and Monitoring 2010 – Environmental Monitoring Committee be accepted as information.

n) **Biennial Aqueduct Inspections – Consulting Services**

A report of the Director of Engineering Services is attached for the consideration of Council.

The relevant By-law 2011-118 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

o) **Great Northern Road Hospital Entrance Intersection Improvements**

A report of the Director of Engineering Services is attached for the consideration of Council.

Mover: Councillor F. Manzo
Second: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2011 06 27 concerning Great Northern Road Hospital Entrance Intersection Improvements be accepted and the recommendation that the three improvements outlined in the report be completed at a cost of \$110,000 funded from the resurfacing allocation – Miscellaneous Construction budget be approved.

p) Five-Year Capital Road Reconstruction Plan (2011 – 2015)

A report of the Director of Engineering Services is attached for the consideration of Council.

Mover: Councillor F. Manzo
Second: Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2011 06 27 concerning Five-Year Capital Road Reconstruction Plan (2011 – 2015) be accepted and the recommendation that Council endorse the plan and that staff proceed with any required local improvement notices and rolls for 2012 be approved.

q) Request for Exemption from Noise Control By-laws

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

The relevant By-law 2011-121 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

r) Ed Vowels – 1420 Second Line West – Zoning By-law 2011-94 – Planning A-9-11-Z.OP

A report of Corporate Counsel is attached for the consideration of Council.

Mover: Councillor J. Krmpotich
Second: Councillor P. Christian

Resolved that the report of Corporate Counsel dated 2011 06 27 concerning the OMB Appeal – By-law 2011-94 be accepted and that despite the appeal Council confirms its wish to proceed with the by-law.

s) Superior Development Group (Carmen Coccimiglio formerly 2252927 Ontario Inc.) – 622 Great Northern Road By-law 2011-16

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

Mover: Councillor J. Krmpotich
Second: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2011 06 27 concerning Superior Development Group (Carmen Coccimiglio formerly 2252927 Ontario Inc.) – 622 Great Northern Road By-law 2011-16 be accepted as information.

t) **Community Development Award**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Planning Division dated 2011 06 27 concerning the Community Development award be accepted and the Planning Advisory Committee's recommendation that City Council award the 2011 Community Development Award to Smokey's BBQ Pit and Patio located at 658 Queen Street East, for significant building and site improvements that have transformed the property to an aesthetically pleasing functioning commercial site be endorsed.

u) **Downtown Development Initiative Grant Recommendations**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2011 06 27 concerning Downtown Development Initiative – Grant Recommendations be accepted and the Planning Director's recommendation that City Council approve the 12 funding requests (6 properties) described in this report be endorsed.

v) **Industrial Community Improvement Plan (CIP)**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Planning Division dated 2011 06 27 concerning the Industrial Community Improvement Plan (CIP) be accepted and the Planning Director's recommendation that City Council approve the incremental tax rebates for SIS Manufacturing Corporation and the Sault Ste. Marie Airport Development Corporation in the following manner:

- 1) That the rebate apply only to new construction;
 - 2) That the recommended rebate is 75% the first year, 50% the second year, and 25% the third year;
 - 3) After the three year rebate program, the applicants would pay the full municipal tax amount;
- be endorsed.

w) **Selection of Consultant for Transit Operational Review**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Manager of Transit and Parking dated 2011 06 27 concerning Selection of Consultant for Transit Operational Review be accepted

and the recommendation that HDR/iTrans Corporation perform the operational review at a cost of \$80,000 be approved.

x) **Transit Fleet – Proposed Multi Bus Purchase**

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Manager of Transit and Parking dated 2011 06 27 concerning Transit Fleet – Proposed Multi Bus Purchase be accepted and the recommendations that:

- 1) \$1.5 million be allocated from the 2012 Federal Gas Tax revenue to purchase three additional 40 foot buses in 2011;
 - 2) A Transit Equipment Reserve be created, funded by variable increases to the user fee by-law (Transit portion) with initial funding of \$130,000 in 2012; and
 - 3) The City participate in the option for a multi-year purchasing agreement to acquire a minimum of three and maximum of six buses for the 2011-2014 term at a predetermined price subject to annual budget approval;
- be approved.

y) **Municipal Landfill Shoreline Stabilization of Canon Creek**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 06 27 concerning Municipal Landfill Shoreline Stabilization of Canon Creek be accepted and the recommendations to proceed with the work at an estimated cost of \$25,000 with funding from the Landfill Site Reserve be approved.

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**

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

Mover: Councillor P. Mick

Seconder: Councillor P. Christian

Whereas a group of local businessmen approached the City in late summer 2010 regarding the possibility of receiving approval for "the development of a historic religious grotto dedicated to Saint Mary on Prince Island in Bellevue Park for residents and tourists at no cost to the City, subject to an appropriate use and maintenance agreement"; and

Whereas the request was received by City staff which determined that the location would not interfere with the burial site of Colonel John Prince and also that the proposal was consistent with the City's Bellevue Park's Master Strategy, last updated in 1999; and

Whereas the proposal was presented and considered by City Council at its meeting of September 13, 2010, where it received support from the Economic Development Corporation and Tourism Sault Ste. Marie, given its potential as a destination attraction in a growing religious travel market; and

Whereas the past City Council approved the request, subject to the matter returning for further review of the terms of an appropriate use and maintenance agreement; and

Whereas since this preliminary approval, the current Council, which includes six new members, has received considerable negative feedback about the appropriateness of the location for the proposed grotto, resulting in a public

meeting being held on June 16, 2011 to allow an appropriate forum for the discussion of such concerns; and

Whereas it appears prudent for the City to review its past and current policies, as well as processes which determine the appropriate use, development, and naming of public lands, including but not limited to parks which are located throughout the City; and

Whereas such a review should include an update of the City's Bellevue and Strathclair Park Master Plans, as well as master plans for neighbourhood parks in light of the consolidation of schools and disposition of school properties which have provided recreational opportunities throughout our community; and

Whereas the review should include an opportunity for input to be provided by the Parks and Recreation Advisory Committee, the Municipal Heritage Committee, the Historic Sites Board and the general public;

Now Therefore Be It Resolved that staff provide to Council a further report setting out the specific steps and timeframes, as well as costs, if any, for such a review; and

Further Be It Resolved that final approval for any new non-traditional uses of public lands in Sault Ste. Marie, including the use and maintenance agreement for the grotto, be deferred until such review has been concluded.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

By-laws before Council for THREE readings which do not require more than a simple majority.

AGREEMENTS

a) 2011-118

A by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated dated the 10th day of May, 2011 for the inspection of all city aqueducts as deemed necessary, as part of the biennial inspection program.

A report from the Director of Engineering Services is on the agenda.

b) **2011-124**

A by-law to authorize a collective agreement between the City and the Sault Ste. Marie Emergency Medical Services Division.

A report from the Manager of Human Resources is on the agenda.

PARKING

c) **2011-119**

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

d) **2011-121**

A by-law to amend By-law 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for Echoes of the World Drum Festival taking place at Algoma University on July 1 and 2, 2011.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

e) **2011-120**

A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 24, 2011 to facilitate the Italian Festival.

f) **2011-123**

A by-law to permit the temporary closing of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 8, 2011 to facilitate the Kiwanis Invitational Walleye Tournament, Parade of Boats and CSP Meet and Greet.

TRAFFIC

g) **2011-122**

A by-law to amend Schedules "A" and "D" to Traffic By-law 77-200.

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 J. Krmpotich

Seconder: Councillor P. Christian

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2011 06 13

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, M. White, N. Kenny, B. Freiburger, N. Apostle, J. Elliott, J. Dolcetti, D. McConnell, M. Provenzano, A. Starzomski

1. ADOPTION OF MINUTES

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2011 05 30 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 J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2011 06 13 City Council meeting and Addendum #1 as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Angela Bruni of the City's Summer Student "Green Team" was in attendance to update Council on the upcoming Green Days 2011 event.
- b) Bill Therriault, Co-ordinator – Transportation Infrastructure Initiative was in attendance to provide an update to Council on the proposed harbour.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Whereas improvements to transportation infrastructure has long been identified by City Council and the Sault Ste. Marie Transportation Infrastructure Committee as essential to sustainability and growth of our region; and

Whereas the development of a new international shipping harbour in Sault Ste. Marie has been identified by City Council and the City's Transportation Infrastructure Committee as our highest major transportation infrastructure priority which will allow for the growth of not only major industry in Sault Ste. Marie, including Essar Steel Algoma and Tenaris Algoma Tubes, but also initiatives throughout all of Northern Ontario; and

Whereas Essar Ports Ltd. is preparing a submission to the Federal Government P3 Canada Fund for funding assistance in the development of a new harbour; and

Whereas the opportunities to grow our region and Northern Ontario will depend heavily on the senior levels of government participating in the renewal and expansion of existing transportation infrastructure; and

Whereas this application requires a letter of support from the City of Sault Ste. Marie;

Now Therefore Be It Resolved that City Council reiterates its support for this initiative and authorizes Mayor Debbie Amaroso to provide a letter of support to accompany the Essar Ports Ltd. P3 Canada Fund application that emphasizes the benefits of this initiative to Sault Ste. Marie and the economy of all of Northern Ontario and encourages the Federal government to look favourably upon this application. CARRIED

- c) Tom Dodds was in attendance concerning agenda item 6.(8)(a).
- d) Hugh MacDonald was in attendance concerning agenda item 6.(6)(a).
- e) Franco Pastore was in attendance concerning agenda item 6.(6)(b).
- f) Mr. Cameron was in attendance concerning agenda item 6.(6)(c).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2011 06 13 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from the Ministry of Transportation (concerning the most recent allocation of provincial gas tax funding) and AMO was received by Council.
- b) Correspondence concerning requests for permission to hold special occasion permit events at outdoor municipal facilities was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

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

Roberta Bondar Pavilion

Grisdale/Hudson Wedding

August 6, 2011 from 4:00 p.m. – 1:00 a.m.

Strathclair Fields and North Street Field

Sault Ste. Marie Boxing Club

Strathclair Fields

June 25, July 23, August 13 and 20, 2011 from 11:00 a.m. to 9:00 p.m.

June 26, July 24, August 14 and 21, 2011 from 11:00 a.m. to 6:00 p.m.

North Street

September 16, 2011 from 5:00 p.m. to 11:00 p.m.

September 17, 2011 from 11:00 a.m. to 11:00 p.m.

September 18, 2011 from 11:00 a.m. to 6:00 p.m.

CARRIED

c) Tender for Supply and Application of Bituminous Surface Treatment

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the Report of the Manager of Purchasing dated 2011 06 13 be endorsed and that the tender for the Supply and Application of Bituminous Surface Treatment required by the Public Works and Transportation Department be awarded as recommended. CARRIED

Pecuniary Interest – R. Niro – employer has service agreements with contractor

d) Tender for Pulverization of Existing Bituminous Surfaced Roadways

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the Report of the Manager of Purchasing dated 2011 06 13 be endorsed and that the tender for Pulverization of Existing Bituminous Surfaced Roadways required by the Public Works and Transportation Department be awarded as recommended. CARRIED

e) **Walk of Fame Committee**

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

The relevant By-law 2011-117 is listed under Item 10 of the Minutes.

f) **John Rowswell Legacy Committee**

The report of the City Clerk was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor P. Mick

Resolved that the report of the City Clerk on behalf of the John Rowswell Legacy Committee dated 2011 06 13 be accepted and the recommendation that the Hub Trail be named the John Rowswell Hub Trail and to name the redeveloped former A. B. McLean site as John Rowswell Park be approved. CARRIED

g) **Canadian Red Cross – Sault Ste. Marie Home Maintenance Snow Removal Program**

The report of the Commissioner Community Services was received by Council

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner Community Services dated 2011 06 13 concerning Canadian Red Cross – Sault Ste. Marie Home Maintenance Snow Removal Program be accepted as information. CARRIED

h) **Request for Financial Assistance for National / International Sports Competitions**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Manager Recreation and Culture dated 2011 06 13 concerning Request for Financial Assistance for National / International Sports Competitions be accepted and the recommendation to provide a \$750 grant to Team Northern Ontario – Youth Bowling (2011 Canadian Tenpin Nationals) be approved. CARRIED

i) **Facility Use Agreement – High School Football**

The report of the Supervisor of Recreation was received by Council.

The relevant By-law 2011-110 is listed under Item 10 of the Minutes.

j) **Brody's Sports Bar and Grill – Notice of Termination of Operations**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner – Community Services dated 2011 06 13 concerning Brody's Sports Bar and Grill – Notice of Termination of Operations be accepted and the recommendation to authorize staff to commence with the transition of operations from the operator of Brody's Sports Bar and Grill to the Corporation of the City of Sault Ste. Marie be approved; and
Further that staff be authorized to proceed with the process to secure a suitable private sector proponent to operate the restaurant on a permanent basis.
CARRIED

k) **Civic No. 265 Dryden Avenue**

The report of the Chief Building Official Property Standards Officer was received by Council.

Moved by: Councillor M. Turco

Seconded by: Councillor S. Butland

Resolved that the report of the Chief Building Official dated 2011 06 13 concerning Civic No. 265 Dryden Avenue be accepted and the recommendation that the necessary forces be hired to carry out the probation order dated March 31, 2011 by removing the portion of the fence in the front yard with the associated costs being added to the taxes of the subject property be approved.
CARRIED

l) **Contract 2011-5E – Miscellaneous Construction / Paving**

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

The relevant By-law 2011-116 is listed under Item 10 of the Minutes.

Pecuniary Interest – R. Niro – employer has service agreements with contractor

m) **Federation of Canadian Municipalities – Green Municipal Fund PUC Services Inc. Water Treatment Plant Energy Efficiency Project**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2011 06 13 concerning Federation of Canadian Municipalities – Green Municipal Fund PUC Services Inc. Water Treatment Plant Energy Efficiency Project be accepted and the recommendation that Council support the PUC Services Inc. application to the Green Municipal Fund be approved. CARRIED

n) **2252927 Ontario Inc. – 622 Great Northern Road By-law 2011-16**

The report of the City Solicitor was received by Council.

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that the report of the City Solicitor dated 2011 06 13 concerning 2252927 Ontario Inc. – 622 Great Northern Road By-law 2011-16 be accepted as information. CARRIED

o) **Licence of Occupation with Transport Canada for Millenium Foundation**

The report of the City Solicitor was received by Council.

The relevant By-law 2011-114 is listed under Item 10 of the Minutes.

p) **Request for a Barricade in the Area of Wellington Street East / Bennett Boulevard**

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

Moved by: Councillor F. Manzo
Seconded by: Councillor P. Christian
Resolved that the report of the Manager of Traffic and Communications dated 2011 06 13 concerning Request for a Barricade in the Wellington Street East / Bennett Boulevard be accepted and the recommendation not to install a guiderail at the location be approved. CARRIED

q) **Metzger Street, McAllen Street, Goetz Street, Bonney Street, Pittsburgh Street and Spadina Avenue Deletion from to By-law 77-200 Schedule "A" Parking Prohibition**

The reports of the Manager of Traffic and Communications were received by Council.

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that the reports of the Manager of Traffic and Communications dated 2011 06 13 concerning amendments to By-law 77-200 for the following areas: Metzger Street, McAllen Street, Goetz Street, Bonney Street, Pittsburgh Street and Spadina Avenue be accepted and the recommendations which will be enacted by bylaw at a future meeting of Council be approved. CARRIED

r) **Mausoleum Phase XIII**

The report of the Manager Cemeteries Division was received by Council.

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that the report of the Manager Cemeteries Division dated 2011 06 13 concerning Mausoleum Phase XIII be accepted and the recommendation to approve Phase XIII of the Mausoleum Master Plan with an estimated cost of \$550,000 (capital) and \$55,000 (consulting) with funding for the project to come from the Cemetery Reserve; and

Further that staff be authorized to engage the services of EPOH architects for the planning, registration and tendering of the construction of Phase XIII. CARRIED

s) **Feasibility of a Program to Place a Poppy Emblem on Street Signs that Are Named After Veterans**

The report of the Deputy Commissioner Public Works and Transportation was received by Council.

Moved by: Councillor P. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2011 06 13 concerning Feasibility of a Program to Place a Poppy Emblem on Street Signs Named After Veterans be accepted and the recommendation that a committee comprised of appropriate City staff and a local veteran group be established to identify city streets that can be named after veterans and that a poppy be included on those signs be approved. CARRIED

t) **Sault Ste. Marie Municipal Heritage Committee – Designated Property Grant Precious Blood Cathedral – 778 Queen Street East**

The report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee was received by Council.

Moved by: Councillor P. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee dated 2011 06 13 concerning Designated Property Grant - Precious Blood Cathedral – 778 Queen Street East be accepted and the recommendation that Council provide a grant of \$3,000 from the Designated Heritage Property Grant Program for this property, be approved. CARRIED

u) **Sault Ste. Marie Municipal Heritage Committee – Nomination of Dr. Robert Ewing for the Ontario Heritage Trust Lifetime Achievement Award**

The report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee was received by Council.

Moved by: Councillor P. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Chairperson, Sault Ste. Marie Municipal Heritage Committee dated 2011 06 13 concerning Nomination of Dr. Robert Ewing for the Ontario Heritage Trust Lifetime Achievement Award be accepted and that City Council endorse the recommendation of the Sault Ste. Marie Heritage Committee's nomination of Dr. Robert Ewing for the Ontario Heritage Trust Lifetime Achievement Award. CARRIED

v) **Sault Ste. Marie Fire Services – Annual Report**

The report of the Fire Chief was received by Council.

Moved by: Councillor P. Manzo
Seconded by: Councillor S. Butland
Resolved that the report of the Fire Chief dated 2011 06 13 concerning Sault Ste. Marie Fire Services – Annual Report be accepted as information. 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**

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

The report of the Planning Division was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2011 06 13 concerning Application No. A-11-11-Z.OP – filed by 1138997 Ontario Inc. – 309 Fifth Line East be accepted and the Planning Director's Recommendation that City Council approve the application subject to the three conditions contained in the report, be endorsed. CARRIED

b) Application No. A-13-11-Z.OP – Mark W. Edwards – 648, 652 & 660 Third Line East

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2011 06 13 concerning Application No. A-13-11-Z.OP – filed by Mark W. Edwards – 648, 652 & 660 Third Line East be accepted and the Planning Director's Recommendation that City Council approve the application and:

1. Re-designate the subject properties from Commercial and Rural Area to Institutional on Land Use Schedule 'C' of the Official Plan,

2. By way of a notwithstanding clause to Official Plan Policy "C4", permit the construction of a major medical office building on the subject properties,
 3. Rezone the subject properties from "R2" (Single Detached Residential) zone to "I" (Institutional) zone
 4. Deem the subject properties subject to Site Plan Control,
- be endorsed. CARRIED

c) **Application No. A-14-11-Z.OP – 1187839 Ontario Inc. – 843 Great Northern Road and 605 Third Line East**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2011 06 13 concerning Application No. A-14-11-Z.OP – filed by 1187839 Ontario Inc. - Northern Road and 605 Third Line East be accepted and the Planning Director's Recommendation that City Council approve the application subject to the four conditions contained in the report, be endorsed. CARRIED

(7) **PUBLIC WORKS AND TRANSPORTATION**

(8) **BOARDS AND COMMITTEES**

a) **Major Concerns with the Implementation of the Growth Plan for Northern Ontario**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Whereas the Government of Ontario released the Growth Plan for Northern Ontario on March 4, 2011; and

Whereas the Growth Plan is being implemented without the benefit of an overarching strategy; and

Whereas pan-northern consultation on the implementation of the Plan is not consistent with the spirit, intent or policy direction of the Growth Plan itself and currently appears to be limited to four initiatives:

1. Northern Policy Institute – under the guidance of the Laurentian and Lakehead university presidents located in Sudbury and Thunder Bay;
2. Northern Ontario Multimodal Transportation Strategy – currently being undertaken by the Ministry of Transportation without consultation with Sault Ste. Marie stakeholders who were extensively involved in a multimodal transportation study for the region in 2008
3. Regional Economic Planning Summit – scheduled for June 13-16 in Sudbury and Thunder Bay
4. Regional Economic Development Planning Areas – anchored by the Cities of Greater Sudbury and Thunder Bay; and

Whereas the initiatives announced are limited in scope, exclude communities with more pressing growth and development challenges and were pre-determined without consultation with all Northern stakeholders;

Now Therefore Be It Resolved the Council of the City of Sault Ste. Marie express its deep concern to the Minister of Northern Development, Mines and Forestry and the Minister of Infrastructure with respect to implementation of the Northern Growth Plan and encourage the Government of Ontario to reconsider the current approach to the implementation of the Growth Plan for Northern Ontario; further requesting a meeting with the Minister of Northern Development and Mines and Forestry and the Minister of Infrastructure to discuss these issues; further that this resolution be circulated to the Algoma District Municipal Association, the Federation of Northern Ontario Municipalities, the Northern Ontario Municipal Association and Algoma District municipalities for their consideration and endorsement. CARRIED

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

- a) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian

Whereas there have been concerns continually expressed in the Simon / Glen Streets area as to why yield signs are in place rather than stop signs,
Be It Resolved that appropriate staff revisit this request in light of these concerns and recent accident(s) and report back to Council. CARRIED

- b) Moved by: Councillor S. Butland
Seconded by: Councillor P. Mick

Whereas the 70% waste diversion rate as the stated goal by the Provincial Government cannot be attained given the present circumstances; and
Whereas the common issue regarding residential waste collection is why the city does not initiate organic collection;
Therefore Be It Resolved that the pilot study of 2004 (attached) be updated for the information of Council. CARRIED

- c) Moved by: Councillor P. Christian
Seconded by: Councillor M. Bruni

Whereas the Town of Slave Lake, Alberta suffered "stark and devastating damage" on May 15, 2011 when raging forest fires destroyed more than 40% of the town and forced the evacuation of thousands of people from their homes; and
Whereas this town of 7,000 residents, saw the destruction of many downtown businesses as well as its mall, town hall and library and many of its homes; and
Whereas, very fortunately, there was no loss of life or serious injury experienced, though the task of rebuilding the community at an estimated cost of more than \$200 million will be significant; and

Whereas the City of Sault Ste. Marie has a reputation of caring and giving, especially to those who are forced to deal with unexpected disasters such as that experienced in Slave Lake; and

Whereas local resident Doug Thomson has suggested that assistance in rebuilding and restocking the public library in Slave Lake would serve as an immediate and tangible way in which Sault Ste. Marie could contribute;

Now Therefore Be It Resolved that City Council authorizes a donation to be made in the amount of \$1,000 to the trust fund which has been established in the name of Slave Lake Regional Library Board, for the purchase of replacement books; and

Further Be It Resolved that Mayor Amaroso forward the City's cheque along with a book on Sault Ste. Marie with best wishes from our community. CARRIED

- d) Moved by: Councillor F. Manzo
Seconded by: Councillor J. Krmpotich
Resolved that the petition of residents of Third Line West concerning the Class B Truck Route Designation be referred to staff for review and report back to Council. CARRIED
- e) Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland
Whereas the City of Sault Ste. Marie experienced a major power outage on June 8th which lasted for more than 5 hours; and
Whereas many businesses, schools and activities were forced to close early for the day; and
Whereas employees and customers etc. left these locations and travelled by car to their homes or other convenient locations; and
Whereas traffic lights throughout the city were inoperable causing traffic delays and bottlenecks and increasing the chances of vehicular accidents; and
Whereas ambulances and other emergency vehicles would have been unduly delayed as a result of these problems, potentially putting lives at risk;
Now Therefore Be It Resolved that City council request that appropriate staff investigate the feasibility of installing solar back up equipment at the intersections of all major arteries running north/south and east/west within the city and that staff report back to council with their findings at a later date. CARRIED
- f) Moved by: Councillor S. Myers
Seconded by: Councillor T. Sheehan
Whereas residents of Gordon Avenue have submitted a letter outlining a number of concerns regarding an apparent business being operated from a residence on this street;
Therefore Be It Resolved that appropriate staff review the situation and act in as timely a manner as possible to ensure compliance with all relevant city by-laws. CARRIED
- g) Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick

Whereas the City of Sault Ste. Marie has successfully hosted many world class sporting events; and

Whereas the City of Sault Ste. Marie is home to The Sault North Stars who have been to the National Championships twice in the past decade, once in 2003 when they hosted the event at the venerable Memorial Gardens and again in 2007 when they advanced to the Telus Cup in Red Deer Alberta; and

Whereas because of the hard work of the organizing committee, Sault Ste. Marie has been awarded the 2012 Midget AAA Telus Cup Central Region Championships scheduled April 2-8, 2012; and

Whereas less than three months after the Sault was awarded next year's Central Region Midget Championship, the city received more good news after winning the hosting rights for the 2013 TELUS Cup, Canada's National Midget Championship; and

Whereas these events will bring national recognition to Sault Ste. Marie as well as visitors and tourist dollars;

Therefore Be It Resolved that congratulations be extended to the local organizing committees, Tourism Sault Ste. Marie, Sault Major Hockey Association, Northern Ontario Hockey Association and Ontario Hockey Federation in bringing not one but two prestigious events to Sault Ste. Marie. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board Meeting being held in Niagara on the Lake (2 days in June) at an estimated cost to the City of \$1,400. CARRIED

Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Resolved that Councillor Susan Myers be appointed to the Sault Ste. Marie Walk of Fame Selection Committee from June 13, 2011 to December 31, 2012. CARRIED

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

By-laws before Council for THREE readings which do not require more than a simple majority.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that all by-laws listed under item 10 of the Agenda under date 2011 06 13, save and except 2011-110 and 2011-116 be approved. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2011-108 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 113 Grosvenor Avenue be Passed in open Council this 13th day of June, 2011. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2011-109 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be Passed in open Council this 13th day of June, 2011. CARRIED

Resolved that By-law 2011-110 being a by-law to authorize the execution of a Facility Use Agreement between the City and the Huron Superior Catholic District School Board and Algoma District School Board be Passed in open Council this 13th day of June, 2011. CARRIED

Pecuniary interest – Councillor Niro – spouse employed by Huron Superior Catholic District School Board.

Pecuniary interest – Councillor Turco – spouse is a trustee of the Huron Superior Catholic District School Board.

Pecuniary interest – Councillor Christian – employed by the Algoma District School Board.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2011-111 being a by-law to authorize the execution of a Letter of Agreement between the City and the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program be Passed in Open Council this 13th day of June 2011. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2011-112 being a by-law to adopt Amendment No. 178 to the Official Plan (1138997 Ontario Inc.) be Passed in Open Council this 13th day of June 2011. CARRIED

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2011-113 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 regarding lands located at 309 Fifth Line East be Passed in Open Council this 13th day of June, 2011. CARRIED

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2011-114 being a By-law to authorize the execution of a Supplemental Agreement to the Licence of Occupation between Transport Canada and the City, dated June 13, 2011, for the purpose of maintaining and operating the Millenium water fountain be Passed in Open Council this 13th day of June 2011. CARRIED

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2011-115 being a By-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be Passed in Open Council this 13th day of June 2011. CARRIED

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2011-116 being a by-law to authorize a contract between the City and Pioneer Construction Incorporated for the resurfacing of Wellington Street East from Trunk Road to Lake Street and Fourth Line from Great Northern Road to the Root River Bridge be Passed in Open Council this 13th day of June 2011. CARRIED

Pecuniary interest – Councillor Niro – employer has service agreements with contractor.

Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2011-117 being a by-law to amend By-law 2002-193 be Passed in Open Council this 13th day of June 2011. 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

13. ADJOURNMENT

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn. CARRIED

MAYOR

CITY CLERK

Malcolm White

From: communicate@amo.on.ca
Sent: June 08, 2011 6:06 PM
To: Malcolm White
Subject: OMERS Update June 8 2011
Attachments: OMERS Update June 8 2011.pdf

OMERS UPDATE: June 8, 2011**Impacts of Key 2011 OMERS Specified Plan Change Proposals and Status Update**

Of the seven proposals put forward by individual plan sponsor representatives this year, several are proposals never tabled before and are generating new analysis for MEPCO. These include: *SPC #03-11 (a)* [Retirement Compensation Agreement (RCA) Contribution Threshold]; *SPC #06-11 (a)* [Supplemental PLAN for NRA 60- Contribution Rates and Rebound Costs]; and *SPC #07-11* [Primary Plan/RCA – Contribution Rate Methodology].

Proposal #03-11(a) is based on the premise that it is more tax-effective/cost-effective for contributions to be invested in the Primary Plan (PP) than the RCA (Retirement Compensation Arrangement). Currently 50% of the RCA contributions flow into a non-interest bearing RCA Account with the Canada Revenue Agency (CRA) (by law), and the remaining 50% of the contributions are invested in an RCA Trust Account. The proposal would “seed” the Primary Plan with RCA contributions, initially, and then draw down on these contributions to pay the benefits. To do so means changing how future contributions are allocated between the PP and the RCA. The RCA funding objective would be to operate the RCA on an ongoing basis to ensure that there is always a depletion period of about ten years being maintained. As such, the RCA would never be fully funded and its long term viability would depend on contributions from a robust, active membership. The proposal also calls for a 1 per cent increase in contribution rates beyond the Allocation Threshold, presumably to deal with RCA tax inefficiency (ITA limits) and the RCA funding deficit.

Highlight of Analysis: This approach from an investment earnings perspective has some merit for consideration, but the challenge is guaranteeing withdrawal in the future. To ensure this, the approach will require an operational framework with no impediments to the SC redirecting and withdrawing contributions between the PP and the RCA, in the future. In terms of the 1% increase in contributions, MEPCO has concerns with it.

Status: Proposal has not been voted on as yet.

Proposal #06-11 (a) attempts to reduce the Supplemental Plan (SP) rates based on new, lower actuarial assumptions about costs, even though there is no experience with the supplemental plans for NRA 60. (These were imposed upon OMERS in Bill 2006, which devolved OMERS from provincial sponsorship.) The changes were drawn from the actuarial basis for valuing the PP. There is no mention of the truing-up process should the SP get populated; however, from MEPCO's perspective contribution rates would need to be reset in the first actuarial valuation report filed after an SP is populated. It is the SP's costs that form the basis upon which unions and employers would ever bargain over the inclusion of the SP in a local labour agreement.

Highlights of Analysis: Lowering the contribution requirements at this time, without plan experiences based on enrollment is not the typical approach and may not be the most prudent. Even lowering the contribution

5(a)

requirements without plan experience makes SPs still relatively expensive, and participation in the SP will increase overall pension costs for participating employers.

Status of Proposal: The proposal was voted on at the SC's recent meeting and will proceed to mediation – arbitration. MEPCO will track this process.

Proposal #07-11 would adjust the blending of contribution rates between NRA 60 and NRA 65 benefits and would change the proportion of 2012 and 2013 contribution rates borne by NRA 60 members. Fire and police employee position is that the current methodology does not reflect the pooled risk across all groups in the plan. This proposal is generating some dialogue on the employee side of the SC Board which has NRA 60 and NRA 65 employee representatives. We will see if there is any movement on the employee side.

Highlights of the Analysis: The proposal lowers NRA 60 contribution rates, rather than simply using the approach for 2011, i.e. increasing all rates by 1%. NRA contribution rates for all other OMERS members would see some level of increase.

Status of Proposal: Under consideration by the SC.

The Police Association of Ontario proposal (SPC # 04-11) to extend NRA 60 benefits to police civilians was dealt with and failed to carry on the vote.

We will keep MEPCO membership informed of the progress on the outstanding proposals as the discussions/negotiations proceed at the SC. It is also expected that the separate Statement of Plan Design Objectives and Strategy (SPDOS) for the RCA to be developed by June, 2012 will benefit from the discussion of the RCA SPCs.

Detailed information on the OMERS Specified Plan Change Process and the 2011 Specified Plan Change proposals and their status is available at:

http://www.omerssc.com/index.cfm?pagePath=Plan_Design_Changes/2011_Plan_Changes/2011_Specified_Plan_Changes&id=31523

The Municipal Employers Pension Centre of Ontario (MEPCO)

MEPCO is a not-for-profit corporation, created by AMO, to ensure that its employer representatives on the OMERS Sponsors Corporation and Administrative Corporation are informed well-resourced and supported by leading pension expertise. MEPCO can raise and manage funds, hire experts who will provide appropriate research and information, and share insights with others as needed.

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../2

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**Legislative &
Information Services**

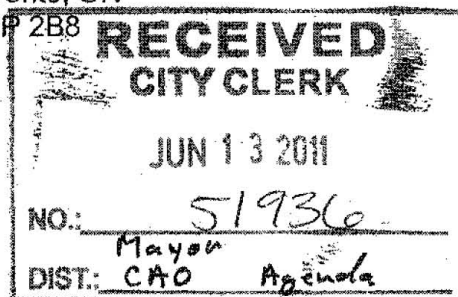
Tel. 905-683-4550 Fax. 905-683-1061

TOWN OF AJAX

65 Harwood Avenue South
Ajax ON L1S 2H9
www.townofajax.com

Preet Dhindsa
Executive Vice President, CAO/CFO
4120 Yonge St., Suite 500
Toronto, ON
M2P 2B8

Larry Flynn
Senior VP Gaming
4120 Yonge St., Suite 500
Toronto, ON
M2P 2B8



June 3, 2011

Re: Slots at Ajax Downs

Thank you for your correspondence to the Town of Ajax, regarding the above noted matter. Please be advised that the following resolution was passed by Ajax Town Council at its meeting held May 24, 2011:

WHEREAS OLG has informed municipalities with slots and casino facilities that, due to OLG's move to International Financial Reporting Standards (IFRS), the municipal share of revenues will be reduced; and

WHEREAS the Town of Ajax will lose approximately \$139,000 in annual slots revenue due to this change; and

WHEREAS, the Racetrack Municipality Contribution Agreement signed between OLG and the Town in 2005 calculates the municipal share based on "Net Win", as defined in the agreement;

NOW THEREFORE IT BE RESOLVED that OLG be formally requested to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced; and

THAT that this resolution be sent to all municipalities that host Slots and Casinos facilities, OLG, Joe Dickson M.P.P for Ajax-Pickering and the Ontario Ministry of Finance.

A copy of the correspondence that prompted this action is attached for your information.

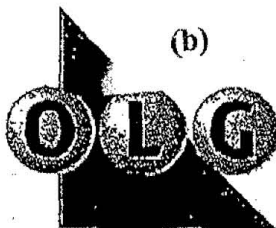
If you require further information please contact me at 905-619-2529 ext 3342 or blair.labelle@townofajax.com

Sincerely,

Blair Labelle,
Manager, Legislative Services/Deputy Clerk
905-619-2529 ext 3342
blair.labelle@townofajax.com

copy:

Ontario Minister of Finance
Joe Dickson, MPP Ajax
R. Ford, Director of Finance/Treasurer, Ajax
City of Brantford
Village of Point Edward
City of Sault Ste. Marie
Town of Gananoque
City of Thunder Bay
Township of Scugog
Municipality of Central Huron
Municipality of Chatham-Kent
City of Hamilton
Town of Fort Erie
Town of Innisfil
Township of Centre Wellington
Town of Hanover
City of Sarnia
Township of Cavan-Monaghan
Town of Milton
City of Ottawa
City of Greater Sudbury
City of London
City of Windsor
City of Toronto
City of Woodstock



(b)

April 15, 2011

VIA FACSIMILE

Steve Parish, Mayor
The Municipality of Ajax
65 Harwood Avenue South
Ajax, ON L1S 2H9

Dear Mayor Parish:

RE: Slots at Ajax Downs

We are writing to tell you about the new financial reporting standards that OLG will be required to adopt effective April 1, 2011, and how this change will affect OLG payments to your organization.

As you may know, OLG calculates payments to your organization based on a percentage of revenue. To date, Canadian Generally Accepted Accounting Principles (CGAAP) have prescribed the manner in which OLG accounts for various revenue and expense items on its financial statements.

Effective April 1, 2011, OLG will be required to switch from CGAAP to new accounting standards called the International Financial Reporting Standards (IFRS). OLG is required to adopt IFRS for fiscal periods beginning on or after January 1, 2011, following direction from the Canadian Institute of Chartered Accountants. Canada is joining more than 120 countries and reporting jurisdictions already using these accounting standards.

This is relevant to your organization because IFRS will change the way OLG accounts for revenue, and this will have a consequential effect on the calculation of your current payments from OLG.

Unlike CGAAP, IFRS requires OLG to net (or subtract) from gross revenue the monetary value of complimentary items provided to patrons free of charge (i.e. comps, entertainment, Winner's Circle benefits, etc.). By way of example, using fiscal year 2010-2011 figures, the application of IFRS would have reduced consolidated OLG revenue by approximately \$340 million.

Based on 2011-2012 revenue forecasts, this translates into a reduction of approximately \$139,000 to your organization annually.

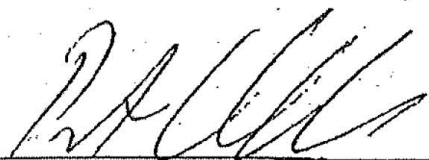
.....cont'd

To mitigate the impact of this change, OLG has chosen to provide you with one-time payments to accompany your regular payment calculated under IFRS for the first nine (9) months of this fiscal year. These transition payments would fully offset the difference between the current payment methodology (i.e. based on CGAAP) and the new payment methodology mandated by IFRS. OLG decided to do this to make allowances for your planning calendar. At the end of this transition period on January 1, 2012, your payments will be consistent with IFRS calculations and reflect the reduction noted above.

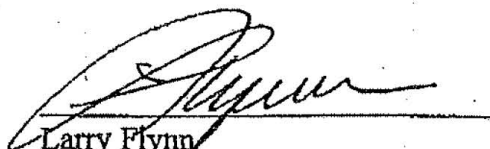
As IFRS continues to be adopted by jurisdictions around the world, we will monitor the evolution of the standards, and flag any additional impacts that may affect you with due notification.

We understand that the technical nature of this matter may require additional explanation. Please feel free to contact us through Audrey Smith at 416-224-7085 should a face-to-face discussion be helpful to you.

Sincerely,



Preet Dhindsa
Executive Vice President, CAO/CFO



Larry Flynn
Senior VP Gaming



Legal & Legislative Services

RECEIVED CITY CLERK	
JUN 22 2011	
NO.:	51947
DIST.:	

June 21, 2011

Sent via email: dduncan.mpp.co@liberal.ola.org

The Honourable Dwight Duncan
Minister of Finance
Frost Building S, 7 Queen's Park Crescent
Toronto, ON L7A 1Y7

Honourable and Dear Sir:

Re: Request the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues

The Municipal Council of the Town of Fort Erie at its meeting of June 20, 2011 passed the following resolution in response to a request received from the Town of Ajax:

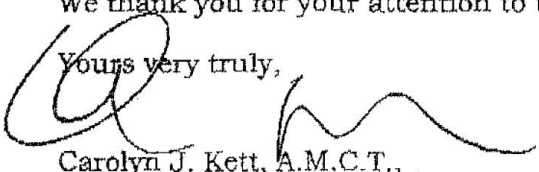
THAT: The Municipal Council of the Town of Fort Erie hereby supports the resolution of the Town of Ajax and formally requests the OLG to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced (Fort Erie impact \$49,000), and further

THAT: This resolution be sent to all municipalities that host Slots and Casinos facilities, OLG, Kim Craitor, MPP; Tim Hudak, MPP, Leader of the Opposition; Andrea Horwath, MPP Leader, New Democratic Party of Ontario and The Honourable Dwight Duncan, Minister of Finance.

By copy of this letter to the municipalities that host Slots and Casino facilities they are being so advised of the action by the Municipal Council of the Town of Fort Erie.

We thank you for your attention to this matter.

Yours very truly,


Carolyn J. Kett, A.M.C.T.,
Town Clerk

ckett@forterie.on.ca
CJK/dlk

c.c. Kim Craitor, M.P.P. via email: kcraitor.mpp.co@liberal.ola.org,
Tim Hudak, M.P.P. Niagara West Glenbrook and Leader of the Opposition via email: tim.hudakco@pc.ola.org
Andrea Horwath, M.P.P. Leader, New Democratic Party via email: ahorwath-co@ndp.on.ca

Host Municipalities Slots and Casino Facilities:

City of Brantford fax: 519-759-7840
Village of Point Edward fax: 519-337-5963
City of Sault Ste. Marie fax: 705-759-2310
Town of Gananoque fax: 613-382-8587
City of Thunder Bay fax: 807-623-5468
Township of Srugog fax: 905-985-1931
Municipality of Central Huron fax: 519-482-9183
Municipality of Chatham-Kent fax: 519-436-3237
City of Hamilton fax: 905-546-2095
Town of Innisfil fax: 705-436-7120
Township of Centre Wellington fax: 519-846-2190

Town of Hanover fax: 519-364-6456
City of Sarnia fax: 519-332-3995
Township of Cavan-Monaghan fax: 705-932-3458
Town of Milton fax: 905-878-6995
City of Ottawa fax: 613-560-1380
City of Greater Sudbury fax: 705-671-8118
City of London fax: 519-661-4892
City of Windsor fax: 519-255-6868
City of Toronto fax: 416-338-0685
City of Woodstock fax: 519-539-7705

The Corporation of the Town of Fort Erie

Municipal Centre, 1 Municipal Centre Drive, Fort Erie, Ontario, Canada L2A 2S6

Office Hours: 8:30 a.m. to 5:00 p.m. Tel: (905) 871-1600

Fax: (905) 871-4022

Web-Site: www.forterie.on.ca



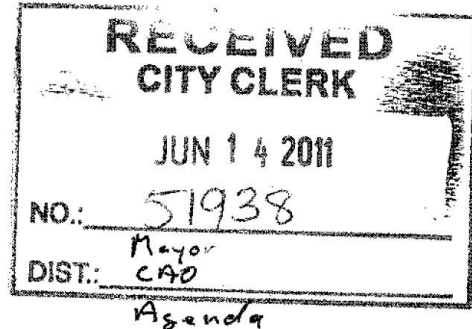
The Corporation of the
City of North Bay
200 McIntyre St. East
P.O. Box 360
North Bay, Ontario
Canada P1B 8H8
Tel: (705) 474-0400

OFFICE OF THE CITY CLERK
CORPORATE SERVICES DIVISION
Direct Line: (705) 474-0626, ext. 2510
Fax Line: (705) 495-4353
E-mail: cathy.conrad@cityofnorthbay.ca

9 June 2011

City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
SAULT STE MARIE, ON P6A 5N1

ATTENTION: Mayor and Council



Dear Mayor and Council:

This is Resolution No. 2011-446 which was passed by Council at its Regular Meeting held Monday, June 6, 2011.

Resolution No. 2011-446:

- "That 1) Council support Municipal Property Assessment Corporation in defending the current value assessment of Northgate Square, which is subject to Assessment Review Board appeals, filed by Wal-Mart Canada Corporation (Tenant) and HOOP Realty Inc. (Owner), for 2009 - 2012 taxation years; and
- 2) this resolution be circulated to the Council for the cities of Timmins, Greater Sudbury, Sault Ste. Marie and Thunder Bay, for their support."

Sincerely,

C. Conrad

Catherine Conrad,
City Clerk.

CMC/cjc

56c)

PAGE 1-2

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: KIWANIS CLUB OF LARESHORE TELEPHONE: 705-946-7915ADDRESS: P.O. Box 23027 - RPO STATION MALL POSTAL CODE: P6A 6W6
email: kiwtssm@gmail.com

The above person hereby makes application for the closing of

ST. MARY'S RIVER DRIVE

(Name of street to be closed)

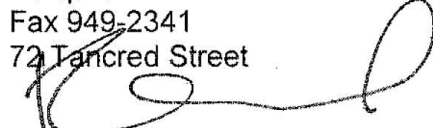
from STATION MALL ZELLERS ENTRANCE to STATION MALL SEARS ENTRANCE
(reference points - street numbers, cross streets, etc.)on the 8th day of JULY, 20 11 from 4:00 am/pm to 7:00 am/pmfor the purpose of KIWANIS INVITATIONAL WALLEYE TOURNAMENT
PARADE OF BOATS AND CSP MEET & GREET

APPROVALS SECTION:

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


Signature of Official

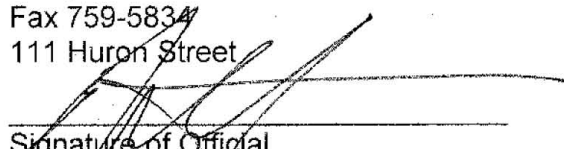
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

CITY CLERK SECTION:

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

PAGE 2-2

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: KIWANIS CLUB OF LAKESHORE TELEPHONE: 705-946-7915ADDRESS: P.O. Box 23027 - RPO STATION MALL POSTAL CODE: R6A 6W6
email: kiwtssm@gmail.com

The above person hereby makes application for the closing of

ST. MARY'S RIVER DRIVE

(Name of street to be closed)

from STATION MALL BELLERS ENTRANCE to STATION MALL SEARS ENTRANCE
(reference points - street numbers, cross streets, etc.)on the 8th day of JULY, 20 11 from 4:00 am/pm to 7:00 am/pmfor the purpose of KIWANIS INVITATIONAL WALLEYE TOURNAMENT
PARADE OF BOATS AND CSP MEET & GREET

APPROVALS SECTION:

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

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

5(c)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Domenic Carota / Tony Cerri TELEPHONE: 705 942 5536
ADDRESS: 450 ALBERT ST. W. POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CATACART

(Name of street to be closed)

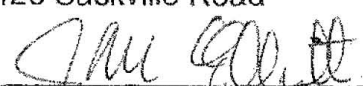
from HUDSON to CARMER'S WAY
(reference points - street numbers, cross streets, etc.)

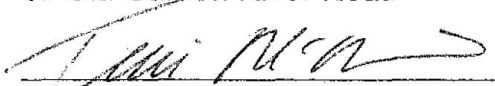
on the 24 day of July, 2011 from 11 am/pm to 11 am/pm
for the purpose of ITALIAN FESTIVAL

APPROVALS SECTION:

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

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

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

Signature of Official | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street

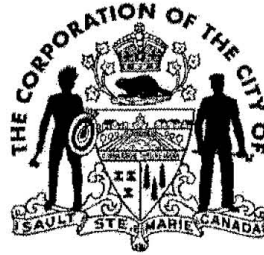
Signature of Official |
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

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

Signature of Official |

CITY CLERK SECTION:

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

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

2011 06 27

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Kim Streich-Poser – Social Services**
Regional Assisted Living Committee Meeting
June, 2011
Sudbury, Ontario
Estimated total cost to the City - \$ 337.00
Estimated net cost to the City - \$ 337.00

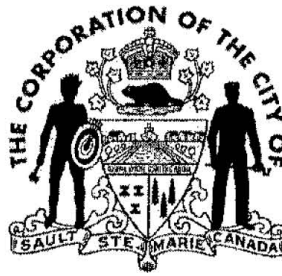
Yours truly,

JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

Peter A. Liepa
City Tax Collector

5(g)
Tax & Licence Division
Finance Department



2011 06 27

Mayor Debbie Amaroso
and Members of City Council
Civic Centre

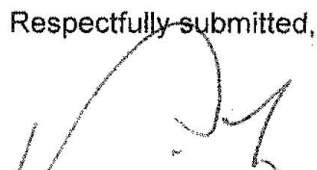
RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

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

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

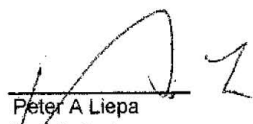
DATE: 2011 06 27
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL ADJUSTMENT
						TAXES	INTEREST	
020-045-021	00923 Queen Street East	Pauline's Place Non-Profit Homes Inc.	RT	B	10-050	994.28		994.28
040-022-001-02	00080 Hudson Street	Essar Steel Algoma Inc.	CT	D	10-051	92.99		92.99
040-030-091	00442 Queen Street West	St. Mary's River Bridge Co.	CT	D	10-052	1,947.08		1,947.08
040-030-092	00432 Queen Street West	St. Mary's River Bridge Co.	CT/RT	D	10-053	1,369.08		1,369.08
040-030-094	00428 Queen Street West	St. Mary's River Bridge Co.	CX	D	10-054			CONFIRMED
040-030-096	00418 Queen Street West	St. Mary's River Bridge Co.	RT	D	10-055	629.85		629.85
040-030-097	00414 Queen Street West	St. Mary's River Bridge Co.	RT	D	10-056	489.39		489.39
040-030-099	00406 Queen Street West	St. Mary's River Bridge Co.	RT	D	10-057	523.99		523.99
040-030-100	00101 Hudson Street	St. Mary's River Bridge Co.	CT/RT	D	10-058	1,922.20		1,922.20

Certified Correct:

TOTAL

7,968.86


Peter A Liepa
Tax Collector

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

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

519

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

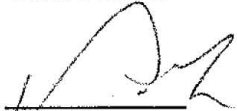
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2011

DATE: 2011 06 27
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
020-029-001-01	00046 Melrose Avenue	City of Sault Ste. Marie	RT	B	11-004	516.82	19.38	536.20
020-029-001-15	00000 McNabb Street	City of Sault Ste. Marie	RT	B	11-005	516.82	19.38	536.20
020-045-021	00923 Queen Street East	Pauline's Place Non-Profit Homes Inc.	RT	B	11-006	3,307.10	58.68	3,365.78
060-016-098	00495 Third Line West	Odena Reload Centre Inc.	RT	D	11-007	1,454.79		1,454.79

Certified Correct:

TOTAL 5,795.53 97.44 5,892.97


Peter A. Liepa
Tax Collector

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

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

569

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
DOWNTOWN BUSINESS IMPROVEMENT AREA WRITE-OFF

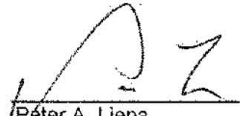
DATE: 2011-06-27
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDR PERSON ASSESSED	REASON FOR APPEAL	PROPERTY CLASS	TAX YEAR	CANCELLATION TAXES	TOTAL ADJUSTMENT
020-042-107-00	376 Queen St E Indian Friendship Centre	Property Became Exempt After Return of Roll	CT	2011	811.71	0.00 811.71

Certified Correct:

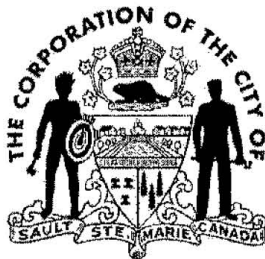
TOTAL

811.71


Peter A. Liepa
City Tax Collector

569

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 06 27

Mayor Debbie Amaroso and
Members of City Council

**Re: 2010 Financial Statements and
Appointment of City Auditor for the 2011 Fiscal Year**

Please find attached under separate cover draft audited Consolidated Financial Statements for 2010.

The Finance Committee met on June 22, 2011 with the City's Auditor KPMG LLP, Chartered Accountants to review the 2010 City audit and the following resolutions were approved.

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

Resolved that the Finance Committee approve the 2010 Financial Statements as presented and recommend the 2010 Financial Statements to City Council for approval.

Moved By: W. Freiburger
Seconded By: Councillor T. Sheehan

Resolved that KPMG LLP, Chartered Accountants be appointed the City Auditor for the 2011 fiscal year.

Recommendation

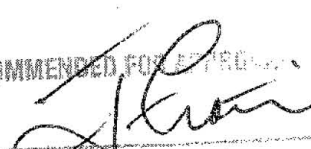
City Council approve the 2010 Consolidated Financial Statements as presented, and KPMG LLP, Chartered Accountants be appointed the City Auditor for the 2011 fiscal year.

Respectfully submitted,


W. Freiburger, CMA
Commissioner of Finance and Treasurer

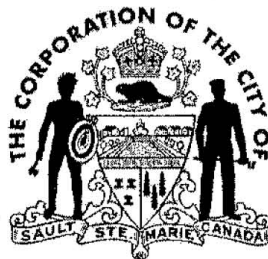
WF/kl
attachment

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(1)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 06 27

Mayor Debbie Amaroso
Members of City Council

**Re: 2011 – 2012 Capital Road Reconstruction and
2012 Federal Gas Tax Allocation**

Attached elsewhere on your agenda is a related report from Mr. Don Elliott, Director of Engineering Services, concerning the Five Year Capital Road Reconstruction Plan and a report from Mr. Don Scott, Manager of Transit and Parking.

2011 – 2012 Capital Road Reconstruction Program

The revised estimate for the two year capital road reconstruction program for 2011 – 2012 as presented by Mr. D. Elliott, Director of Engineering Services is \$24,350,000.

As per my budget report of April 13, 2011 the annual capital road reconstruction program is financed from the following sources.

1. Federal Gas Tax	\$ 4,598,060
2. Capital Levy – Overall (roads)	4,500,000
3. Urban Only Levy (storm sewers/sidewalks)	1,805,307
4. Sewer Surcharge (sanitary sewers)	<u>1,200,000</u>
Total	\$ 12,103,367

When discussions began about financing a solar panel on the West End Community Centre, staff tentatively committed to funding the estimated \$1.5 million from the 2012 Federal Gas Tax allocation.

Council approved a partnership with PUC Inc. on May 30, 2011 for the installation and operation of solar panels on the West End Community Centre roof. Based on the PUC Inc. partnership, the 2012 Federal Gas Tax can be reallocated to other eligible projects.

Also on May 30, 2011, staff identified the need to purchase new low floor transit buses based on a report from Mr. D. Scott, Manager of Transit and Parking, which set out serious concerns about the aging fleet.

2009 – 2010 Capital Road Reconstruction Program

Staff has now completed and reconciled the final cost estimates to complete the 2009 – 2010 capital road reconstruction program and can report an estimated surplus of \$1,963,324 based on the attached schedule. This amount can now be made available for 2011- 2012 program to complete scheduled projects.

2012 Federal Gas Tax

On the basis that staff wished to proceed with the solar project at the WECC, the staff plan was to reduce the 2011 – 2012 capital road reconstruction program by \$1.5 million, so that this amount of Federal Gas Tax could be allocated for the purchase of solar panels. That will not now be required.

Staff is now recommending:

1. the estimated surplus realized from the 2009 – 2010 capital road reconstruction program be used to finance the original full 2011 – 2012 program, and
2. the \$1.5 million of Federal Gas Tax previously intended for the solar panel purchase be allocated to the purchase of low floor transit buses.

(It is important to note that the Federal Gas Tax annual allocation of \$4,598,060 is only committed to the end of 2013. The five year capital plan provided to Council assumes the allocation will continue for 2014 and 2015).

If Council is in agreement with these recommendations, the 2011 – 2012 program will likely have a small surplus once all contracts are tendered and the work is completed. These funds can be further allocated once the projects have been fully reconciled. As well, it will be necessary that further adjustments be made in the 2012 budget, properly allocating aqueduct repairs/construction costs to the urban-only levy. A further report will be brought to Council at a later date.

Staff recommends that \$1.5 million of the 2012 Federal Gas Tax be allocated to the purchase of low floor transit buses. This would be a one time only deviation from Council's original intention to use Federal Gas Tax exclusively for an enhanced or accelerated road reconstruction capital program.

2011 – 2012 Capital Road Reconstruction and 2012 Federal Gas Tax Allocation

2011 06 27

Page 3.

The above recommendations and this report are provided in support of reports which appear elsewhere in this agenda and which deal with the five-year capital forecast and the purchase of buses.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

2009 – 2010 ROAD CONSTRUCTION PROGRAM SUMMARY

Project	Total Expenditures to Dec 31, 2010	Estimated Cost to Complete	Total Estimated Cost	Original Budget	Budget to Actual Variance
Shannon	\$ 4,279,824	\$ 10,000	\$ 4,289,824	\$ 5,800,000	(1,510,176)
McNabb/Southmarket	\$ 4,815,980	\$ 2,000,000	\$ 6,815,980	\$ 7,250,000	(434,020)
Third Line Extension	\$ 11,262,142	\$ 2,807,858	\$ 14,070,000	\$ 14,000,000	70,000
Connecting Link 09	\$ 1,500,346		\$ 1,500,346	\$ 1,377,500	122,846
Connecting Link 10	\$ 54,462	\$ 703,500	\$ 757,962	\$ 703,500	54,462
Revoked Connecting Link – Wellington Street	\$ 4,645,643	\$ 20,000	\$ 4,665,643	\$ 4,500,000	165,643
Sussex Road Bridge	\$ 457,324		\$ 457,324	\$ 625,000	(167,676)
Bennett Creek Culvert at Third Line	\$ 309,454		\$ 309,454	\$ 375,000	(65,546)
Bridges	\$ 1,992,027	\$ 85,000	\$ 2,077,027	\$ 1,700,000	377,027
Hub Trail--Tarentaurus only (only capital works exp portion)	\$ 1,039,330	\$ 241,906	\$ 1,281,236	\$ 1,290,000	(8,764)
Cultural Heritage Study (Archaeological Assessment)	\$ 38,832	\$ 11,168	\$ 50,000	\$ 50,000	-
Southmarket (Boundary to Chambers)	\$ 1,023,901	\$ 175,000	\$ 1,198,901	\$ 1,900,000	(701,099)
Borron Av (Fauquier to Summit)	\$ 1,633,978		\$ 1,633,978	\$ 1,500,000	133,978
Totals	\$ 33,053,244	\$ 6,054,432	\$ 39,107,676	\$ 41,071,000	\$ (1,963,324)

As originally approved by council: 40,867,500

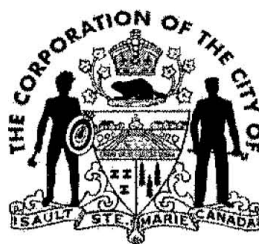
Diff: 203,500
 resol. 5(o) Nov 23,
 2009 (increase to
 bridges-connecting
 link)

561

5(j)

HUMAN RESOURCES DEPARTMENT

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



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

2011 06 27

Mayor Debbie Amaroso
And Members of City Council

RE: SSM EMS (Paramedics) C.A.W. – Canada Local 1120
MEMORANDUM OF SETTLEMENT – April 1, 2011 to March 31, 2014

I am pleased to provide to City Council, the above noted Memorandum of Settlement for the renewal of the SSM EMS (Paramedics) collective agreement of a three (3) year term, ending March, 2014.

The highlights of the settlement are as follows:

- A collective agreement from April 1, 2011 to March 31, 2014.
- Wage increases of 2.5%, effective, April 1, 2011 and a further 2.0% per year for 2012 and 2013.
- Statutory Holiday scheduling efficiencies resulting in substantial savings to the Department, part of which was used to gain modest benefit enhancements
- Greater availability commitment for Part Time Paramedics

This settlement is within the parameters approved earlier this year by City Council and follows the trend in the province with respect to wages and benefits enhancements.

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

Yours truly,

Peter Niro
Manager of Human Resources

PN:bb

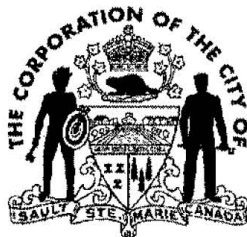
c.c. J. Fratesi
M. Provenzano
J. Luszka

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(k)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2011 06 27

Mayor Debbie Amaroso
and Members of City Council

**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL / INTERNATIONAL SPORTS COMPETITIONS**

The following application by Reid's Martial Arts meets the criteria of the policy for Financial Assistance for National/ International Sports Competitions. The Parks and Recreation Advisory Committee reviewed the application at their June 8, 2011 meeting and passed the following resolution:

Moved by: M. Kontulainen
Seconded by: M. Headrick

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Reid's Martial Arts for financial assistance for three individuals to attend the World Karate Council Canadian Championships from May 20 - 22, 2011 in Ottawa, Ontario in the amount of \$400 and that a report be sent to City Council for their approval."
CARRIED

Reids Martial Arts consists of three participants including John Reid, Samantha MacKenzie and Nicolas Borrelli.

Recommendation

City Council is requested to approve a financial assistance grant in the amount of \$400 to Reid's Martial Arts team for their attendance at the World Karate Council Canadian Championships in Ottawa Ontario from May 20-22, 2011.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

jp/prac/national international sports comp fin assst/council report martial arts june 27

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(K)



COMMUNITY SERVICES DEPT.

MAY 17 2011

**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

RECEIVED

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: John Reid

Address:

Sault Ste. Marie ONPostal Code: Phone:

(W)

Fax: Email: **Name and Address of Athlete(s):** (if different from applicant)

Attach team list to application form if applicable. (athletes only)

See attached *Name: Address: Postal Code: Name of Team or Club (if applicable): Reid's Martial Arts

Name of National or International Sporting Competition:

WKC Canadian Championships

Date(s) of Competition:

May 20-22, 2011

Location of Competition:

Ottawa, Ontario

Name of Sports Governing Body:

Canada World Karate Council

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 400.00

Please specify, as accurately as possible, how the financial assistance will be used if approved.

Registration Fees

Reid's Martial Arts - Athletes

John Reid

Sault Ste. Marie ON

Samantha MacKenzie

Sault Ste. Marie ON

Nicolas Borrelli

Sault Ste. Marie ON

2011 WKC CANADA

OFFICIAL INVITATION



Congratulations on qualifying for the 2011 WKC Canadian Championships. The tournament will be held in Ottawa, May 20th, 21st and 22nd at the Crowne Plaza hotel.

Competitors from across Canada who have qualified at a regional event will be in attendance. We will have teams from British Columbia, Alberta, Manitoba, Northern Ontario, Ontario, Quebec and the East Coast all testing their skills to decide Canadian Champions in each division. All gold medal winners will receive a WKC Canadian Championship sweat shirt.

This year the WKC World Championships will be held in Spain. The top 4 winners in each division have the opportunity to represent Canada at the World Championships.

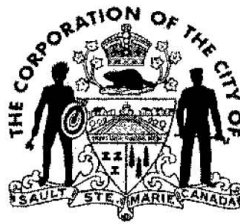
For more information please go the web site www.wkccanada.com for more information.

Congratulations, keep training hard and we will see you in Ottawa.

Michael Bernardo John Douvris John Gencarelli

Jerry D. Dolcetti, RPP
Commissioner

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



5(1)

ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

June 27, 2011

File: 2009-18E
B-77-33 Landfill Gas Collection

Mayor Debbie Amaroso
Members of City Council

RE: Landfill Gas Collection Project – Engineering Fees

At the 2010 12 13 meeting, Council approved a revised upset limit of \$408,000 for engineering services in the contract between the City and AECOM Canada Ltd. for the landfill gas collection project. As directed, liquidated damages were administered to the contractor for the portion of the increase in consulting fees attributed to contractor delays.

The Spring has been spent addressing the deficiencies in the contract in addition to satisfying the Technical Standards and Safety Authority's ('TSSA') concerns. TSSA's requirements and involvement in the project has been integral and more onerous than what has been previously experienced by the Consultant on other similar projects in the province. It is the intent of the City to satisfy this authority, however, in order to do so, extra time and costs have been accrued. It is estimated that an additional \$10,000 is required to complete the job.

AECOM and their sub-consultants have been working diligently to address all outstanding matters and it is our understanding that a final inspection by TSSA should take place in the near future.

For Council's information, the system has been continuously operating since late January, 2011 and has been quite effective in mitigating odour and is effectively reducing the municipality's carbon footprint.

Recommendation

It is recommended that Council approve the additional \$10,000 in engineering fees for a revised upset limit of \$418,000 in the engineering services contract between the City and AECOM.

Respectfully submitted,

Recommended for Approval:

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

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning
Department

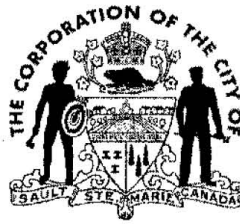
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RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



56m)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

June 27, 2011

Our File: B-77-33

Mayor Debbie Amaroso
Members of City Council

**RE: LANDFILL SITE, OPERATIONS AND MONITORING 2010
ENVIRONMENTAL MONITORING COMMITTEE**

At the November 29, 2004 meeting, Council approved a revised by-law for the Terms of Reference for the Environmental Monitoring Committee. This Committee is the formal contact with the public for landfill operations and a mandated requirement under our landfill's Certificate of Approval. The 2010 Committee consists of five members of the public, Councilor Butland, City (PWT/Engineering), Conservation Authority and MOE staff.

The revised by-law includes the requirement for an annual report to Council following submission of the annual Operations and Monitoring Reports to the MOE. This report to Council will summarize the conclusions and recommendations of the two reports for 2010, and comments briefly on other issues at the landfill. Copies of the MOE submission are available at the Engineering Department, if any Councilor wishes to review them in detail.

It should be noted that our annual submission is now due to the MOE on April 30th of each year. This has been amended from February 15th based on a request by the City to report on the calendar year.

**SITE DEVELOPMENT AND OPERATIONS REPORT 2009-2010 – SAULT STE. MARIE
MUNICIPAL LANDFILL**

Waste Quantities and Site Capacity

Approximately 86,524 tonnes of material was received at the landfill in 2010. 76% or 66,014 tonnes of this was landfilled, 6% was exported for recycling or reuse (i.e. metal, wood, batteries, tires, etc.) and 18% was used as daily cover material. Last year, the remaining site life estimate was 9.8 years. This year's report indicates that based on the 5-year average disposal rate (i.e. 60,162 tonnes) there is a capacity for approximately 9.1 years, or until early 2019.

Leachate Collection System

A leachate collection system has been operating at the landfill since November, 1992. It consists of a gravity collection system along the south boundary of the landfill and a purge well system on the western boundary. As part of the Canon Creek relocation project that was completed in 2006, the leachate collector system was expanded in a northerly direction in the southeast corner of the landfill along the old creek alignment. The system is designed to intercept leachate before it leaves the site and it is pumped to the City's sanitary sewer collection system. A system of

monitoring wells is sampled three times annually to determine the quality of groundwater on and off site in the vicinity of the landfill.

A western contaminant plume was detected several years back, which prompted additional purge well construction. Ongoing monitoring of the plume shows that the site is nearing compliance with the boundary criteria, however, it has not yet met with compliance.

In 2010, no new wells were installed or old wells decommissioned.

At the suggestion of the MOE in 2008, and since the City of Sault Ste. Marie owns most of the property west of the landfill boundary, an application was made and approved by the MOE for the establishment of a "Contaminant Attenuation Zone (CAZ)". The establishment of the CAZ does not eliminate the need for the purge well system which continues to be maintained, operated and monitored with vigilance, but, it helps to alleviate off-site regulatory compliance concerns for the small area of off-site impacts observed west of the site. While the CAZ does not expand the landfill footprint itself, it does move the compliance boundary further to the west.

Also, in order to be able to flush the leachate collector system within the landfill, additional flushing ports have been constructed in 2009-2010. As iron precipitate typically accumulates in the pipes and impedes the flow, these access points will allow regular maintenance.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six (6) passive flares installed and approved in 2007. Over the past six (6) years we have concluded, based on our complaint records and our own observations that we have had some success with this system.

Due to new landfill gas regulation in 2008, our landfill must "actively" collect its landfill gas. Throughout 2009-2010, the active system has been constructed by Avery Construction. The system was operational by December 2010 and running continuously since January, 2011 in order to comply with legislation.

During 2010, a total of 18 odour complaints were received. Prior notice was given to area residents explaining that the construction activities related to the landfill gas collection system may be responsible for increased odour events. As the piping required some deep excavations in historical waste areas, strong odours were detected at times. It should be noted that since the system has become operational, an improvement has been noted by neighbours. As the system became fully operational beyond the 2010 calendar year, this will be fully detailed in 2011's report.

Technology Demonstration Project – Elementa

During 2009, Elementa entered into a Waste Supply Agreement with the City of Sault Ste. Marie for a guaranteed quantity of 12,500 tonnes. The project proposes to use steam reformation to produce synthetic gas ("syngas"). The demonstration/commercial plant will be constructed off of the landfill property with the plan for the pilot plant at the landfill unknown at this time.

SAULT STE. MARIE MUNICIPAL LANDFILL SITE MONITORING REPORT 2010

This report is a detailed, lengthy document providing all the results of the groundwater, surface water and landfill gas monitoring program undertaken in 2009-10. The purpose of the monitoring program is fivefold:

- To monitor the quality of groundwater and surface water in the vicinity of the landfill site;
- Assess the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establish whether concentrations of targeted chemical parameters in the groundwater and surface water exceed boundary criteria established by the Ministry of the Environment (MOE);
- Predict future movement of contaminants and therefore predict future compliance with MOE criteria; and
- Ensure safety within any of the buildings at the site from a landfill gas perspective.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

Consistent with the results of 2009, the results of the 2010 groundwater monitoring program indicate that the engineered controls and natural attenuation processes including dilution by infiltrating precipitation are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. Prior to 2001, results along the western boundary showed exceedances for several parameters in both on site and off site monitoring wells. The boundary criteria for most of these parameters are based on aesthetic objectives (i.e. non-health-related objectives) for drinking water. The approval of the Contaminant Attenuation Zone has helped to alleviate off-site regulatory compliance concerns along the western site limit.

Surface Water Quality

There were some exceedances in surface water quality as well as the benthic invertebrates and biological organisms demonstrated a "sooty" appearance. This was not considered to be an effect of the landfill as upstream sampling showed similar results. The relocation of Canon Creek away from the landfill in the Fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River, although only minor improvements have been noted to-date. It is noted however, that there is no evidence of the iron precipitate that used to cover much of the riverstone and therefore the leachate contamination does not appear to be entering Canon Creek.

Methane Gas

Since 2008, methane gas concentrations have been in the explosive range at one of our methane gas monitors. The manhole, located east of the Maintenance Building. Results continue to indicate landfill gas migration in the subsurface away from the landfill in a southwesterly direction. As the landfill continues to develop in a westerly direction, elevated methane concentrations are expected at several of the monitoring locations.

A methane mitigation project was completed by S & T Electrical Contractors in 2010. It is the intention of the system to monitor and provide warning to those within all facilities at the landfill if there is a problem.

5(m)

SUMMARY

The Environmental Monitoring Committee meets three times per year to discuss these and other issues as they arise. The third meeting of each year is often held at the landfill so that a tour of current activities can be provided to Committee members.

This report is for Council's information.

Respectfully submitted,

Recommended for Approval:



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



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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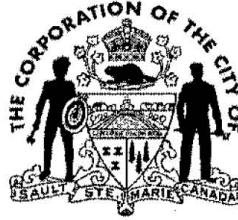
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 06 27

File: A-00-4-02

Mayor Debbie Amaroso
Members of Council

Re: Biennial Aqueduct Inspections – Consulting Services

Aqueduct Inspections

At the 2011 05 09 meeting, Council approved retaining the firm of STEM Engineering to complete the 2011 biennial aqueduct inspections for an upset limit of \$41,500. The funds will come from the \$50,000 allowance in the miscellaneous construction budget.

Contract 2010-8E – Repairs to Aqueduct Crossings at Alexandra and Young Streets

In 2010, two failed aqueduct crossings under roads were reconstructed – one on Alexandra Street and the other on Young Street. The upset limit in the engineering agreement for these projects was \$130,000. Additional structural engineering design was required for other unforeseen emergency repairs; one for a failed storm connection to the aqueduct crossing at White Oak Drive/Carmen's Way intersection in 2010, and the other for repair of openings discovered this spring in the Fort Creek Aqueduct. It is recommended that the upset limit be revised to \$168,000 with funds to come from the capital urban only levy allocation. Funds for the actual repairs will come from the urban only levy allocation and the balance of the aqueduct inspection budget under miscellaneous construction.

It is noted that the aqueduct repairs from 2010 are considered to be eligible for 50% funding from the Water Erosion Control Infrastructure (WECI) program. The Conservation Authority continues to apply for funding on the City's behalf, as the CA has had considerable success in the past.

Recommendations

By-Law 2011-118 authorizing execution of the engineering agreement with STEM Engineering for aqueduct inspection with an upset limit of \$41,500 plus HST can be found elsewhere on this evening's agenda and is recommended for approval. Funding is coming from the miscellaneous construction budget. It is also recommended that the upset limit for engineering fees in the agreement for the 2010 aqueduct crossing repairs be revised to \$168,000 with funds to come from the urban only levy.

Respectfully submitted,

Recommended for Approval:

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

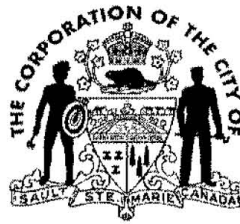
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL

Jerry D. Dolcetti, RPP
Commissioner

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



560

ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 06 27

File: B-96-08

Mayor Debbie Amaroso
Members of Council

Re: Great Northern Road Hospital Entrance Intersection Improvements

The Engineering Division is recommending improvements be made to the hospital entrance on Great Northern Road. The original design was a signalized "T" intersection, and it included the elimination of the entrance to 773 Great Northern Road, thereby making it necessary to access the business from Ro-Von Court.

It is rarely a straight forward undertaking to add a major entrance to a busy artery. It is difficult to balance the primary purpose of moving traffic with the secondary purpose of property access. The proximity of the intersection with Ro-Von Court and private entrances on both sides of Great Northern Road make any configuration less than ideal. While the original design theoretically functions adequately, in reality at peak times, there is insufficient room for the concentration of northbound left turns to Ro-Von Court and southbound left turns to the Tendercare nursing home and the hospital. There have been several complaints about traffic operation in this area.

The Engineering and Traffic Divisions and the consultant have reviewed the situation and three potential improvements are recommended.

Civics 763 and 773 Great Northern Road – GNR Business Center and Buff 'n Shine Car Wash

Provide the westerly fourth leg of a fully signalized cross intersection for access and egress to these properties. It would essentially function similar to the signalized intersections at the Cambrian Mall and the Home Depot/Soo Mill.

Civic 770 Great Northern Road – Extendicare Tendercare Nursing Home

Provide a new entrance at the north end of the parking lot, so southbound left turns into Tendercare are north of Ro-Von Court. Consider closing existing entrance.

Ro-Von Court – Great Northern Road Intersection

Widen entrance and increase radii of curb returns to better facilitate commercial vehicle turning movements.

The cost of these improvements are estimated at \$110,000 including engineering. The first improvement at \$40,000 is considered to be the most effective and therefore the highest priority. Most of the items involved in these improvements are payment items in our road

resurfacing contract with Pioneer Construction. Further, the contract tender value was \$140,000 below the amount budgeted under the miscellaneous construction contract.

The Engineering Division is seeking the concurrence of the property owners prior to construction with good success so far. Approval will also be required from the MTO to alter the existing approved design of the traffic signals.

Recommendation

It is recommended that the three improvements to the Great Northern Road hospital entrance be approved as additional work under the road resurfacing contract 2011-5E, with funding to come from the resurfacing allocation in the miscellaneous construction budget.

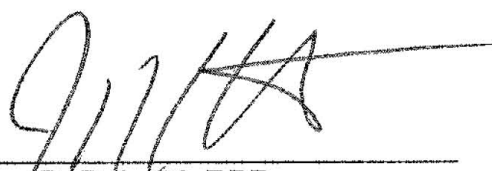
Respectfully submitted,

Recommended for Approval:



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

/bb



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

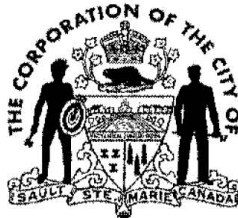
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 06 27

File: B-97-09

Mayor Debbie Amaroso
Members of Council

RE: FIVE-YEAR CAPITAL ROAD RECONSTRUCTION PLAN (2011 - 2015)

INTRODUCTION

At the 2010 06 28 meeting, Council approved a report from the Engineering Division recommending a two-year Capital Road Reconstruction Plan. The intent was to obtain approval to proceed with two years of comparably large projects approved under the 2007-2011 plan, and bring a new five year plan to the new Council in 2011 or 2012. This report updates Council on that two-year plan and recommends a full 2011-2015 capital works plan.

2011-2015 FIVE YEAR CAPITAL ROAD RECONSTRUCTION PROGRAM

BACKGROUND

Road improvements for the City of Sault Ste. Marie are carried out under a number of programs including capital road construction, infrastructure improvement programs, connecting links, and miscellaneous construction. The capital road construction plan emphasizes the reconstruction of arterial and collector streets, which are critical to the City's movement of traffic while at the same time attempting to address some of the many needs of local/residential streets.

Funding for capital reconstruction comes from the capital and urban-only levies in the annual approved budget. Sanitary sewer costs are covered by the sewer surcharge budget. An appropriate amount in the range of \$500,000 from general road levy is set aside as the City's 25% portion of the annual MTO connecting link project. The capital budget has not been increased for many years. Fortunately the gas tax rebate has effectively increased the capital budget for the last several years. The gas tax rebate has been approved through until 2013, and for the purposes of this plan it is presumed it will be approved for 2014-15.

The attached five year plan presents the updated 2011-12 plan. The 2013-15 years are included for planning purposes. Council will be presented with detailed programs in each of those years in due course.

PROCESS

In the preparation of this Capital Road Construction Plan, the incomplete streets remaining in the previous 5-year plan were given priority. Additional streets are added based on data compiled in our Road Management System. We attempt to keep a mix between

arterial/collector and local streets. It should be understood, however, that arterial/collectors are emphasized as they have the greatest need and their reconstruction benefits the most people. All roads are evaluated and scored based on many factors, including but not limited to road surface condition, road structure, drainage, condition of watermain, sanitary and storm sewers, level of maintenance and traffic volume.

BRIDGES AND AQUEDUCTS

Considerable capital funds have necessarily been diverted to bridges and aqueducts over the past several years. The East Davignon Creek aqueduct on Farwell Terrace required a major rehabilitation, and several bridges have had to be replaced. While some of the funding was provided by grants from senior levels of government, some of the funding in the 2007-2011 capital program had to be redirected to bridges and aqueducts. In order to forecast major bridge and aqueduct infrastructure expenditure, the Engineering Division has worked with the respective consultants to develop 5 to 10 year capital forecasts. An annual allowance is included in this five year plan for bridges and aqueducts to be directed to specific projects as recommended by the consultants.

HUB TRAIL AND FUTURE SPOKES

Over the past several years, many segments of the Hub Trail have been constructed under the capital roads budget. To date, a total of \$2,000,000 of the capital budgets has been spent directly on Hub Trail construction on several projects. The intention is to include the construction of trail spokes in tenders for capital projects, if they are in the near vicinity of a project.

RECOMMENDED 2011-2015 PROGRAM

Attached is a table entitled Five Year Capital Works Program (2011-2015) outlining the recommended program. The list also includes a group of class "B" rural streets which require resurfacing. If funds permit in any given year, it is recommended that they be directed towards rehabilitating these roads using asphalt recycling techniques, otherwise these roads will not be reconstructed for many years. Program costs are based on very preliminary estimates. Detailed road design may reveal additional expenditures or cost savings that are not possible to identify at the preliminary stage.

Updated 2011/12 Program

The following are comments on specific projects recommended for 2011 and 2012 as listed on the attached Five Year Plan spreadsheet:

John Street Reconstruction – Wellington St. to Conmee

This project was approved by Council and construction of the first phase to Bloor is underway. The second phase north of Bloor is scheduled for 2012. The PUC has requested the extension of this project north of Conmee to Elm Avenue due to the poor condition of the watermain. City services are deteriorated on this block to the extent that they warrant replacement. The tender for the first phase was lower than the

budgeted amount, so the extension to Elm has been included in the attached program and is recommended.

Pine Street Extension – Northern Avenue to Second Line

This project was approved by Council and construction of the first phase is underway. Phase 1 is construction of the road and it should be substantially complete this year. Phase 2 is the intersection with Second Line and is scheduled for 2012. The vertical alignment of Second Line requires adjustment for both east and westbound approaches in order to flatten the grade somewhat. An Environmental Assessment is underway to evaluate the need to widen Second Line from Old Garden River Road to Black Road. If the preferred alternative is to widen the road, there is an opportunity to complete it under the same contract as the intersection with Pine in 2012. That has been identified in the five year connecting link program for consideration by the MTO.

Glenholm Drive and Arthur Street – Retta Street to Wellington Street

This project was approved by Council and is under construction.

2011 Connecting Link

This project is the rehabilitation of the two bridges on Great Northern Road over the Root River north of Fourth Line. The MTO provided a grant for 75% of the cost. The City's 25% share was carried forward from 2010. Construction is underway.

2012 Connecting Link

An allowance is carried in the 2012 plan for the City's 25% share of the 2012 connecting link project. As noted above, it is tentatively for the widening of Second Line from Old Garden River Road to Pine Street, pending the outcome of the EA.

Queen Street East – Pim Street to Simpson Street

This project was approved by Council and is scheduled for construction in 2012. It was deferred until the hospital relocation was completed.

Euclid Road – Wemyss Street to Pim Street

This project was approved for reconstruction by Council in the 2011/12 plan for 2012. It scores very poorly on the "now deficient" list and the sanitary sewer has outlived its service life.

Bridges and Aqueducts

Previous reports to Council have identified the need to reconstruct bridges and stormwater aqueducts. There is an allowance carried in the 2012 capital program to begin replacement of the Fort Creek Aqueduct beginning at Queen Street and proceeding upstream.

Transportation Master Plan Update

Approximately every 10 years, it is prudent for the city to retain a professional transportation consultant to provide a thorough update to long-range transportation and traffic planning for the City. That study is to be completed in 2012 with fees to be paid from an allowance in this Capital Works budget.

White Oak Drive – North Street to John Street

This project was approved in the 2007-2011 five year capital plan for reconstruction in 2011. When the two year 2011/12 plan was brought to Council, White Oak Drive was deferred due to insufficient funds. Given that many tender values are known, there are now sufficient funds in the 2011/12 program to complete White Oak Drive in 2012, and it is therefore recommended.

Resurfacing

Council has been advised of the lack of funding for road resurfacing, and the forecasted need to resurface several arteries in the next few years. For the 2011-2015 program, it is recommended that a portion of the capital road funds be assigned to supplement the road resurfacing program. Specifically, People's Road will be resurfaced from Everett Street to Third Line, with the surplus recycled asphalt donated to Airport Road from Base Line Road to the entrance to the airport. A short list of resurfacing needs is included on the attached 5-year plan.

2013-2015 Programs

The proposed 2013, 2014 and 2015 programs are listed on the attached five year plan, based on needs identified through field evaluation and the Road Management System scoring system. It is noted that the final program will be updated for each year and brought to Council for approval.

Allowances for bridges and aqueducts are included in accordance with 10 year forecasts. Biennial inspections may alter the forecasts, and if rehabilitation can be deferred, then some money could be freed up for additional local road reconstruction.

There are two environmental assessments currently underway; one for relief of congestion on Great Northern Road (preliminary preferred alternative is the extension of Sackville to Third Line) and the second is for improvements to Third Line and Black Road corridor from the hospital entrance to Second Line. Costs for capital improvements based on the preferred alternatives are unknown at this time, and no allowance has been included in the five year plan. Should these projects be considered a high priority, it may be necessary to defer other projects, unless grant funding can be secured from senior levels of government.

Should Council approve the five year plan, the Engineering Division will continue it's past practice of preparing local improvement roles and pre-engineering surveys in preparation for design. Most of the projects in the 2011/12 program have been assigned to consultants; the remainder will be done in house. If a consultant is required for any 2012 work, a separate report will be brought to Council at a later date.

RECOMMENDATION

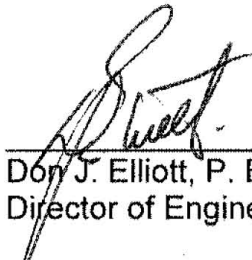
It is recommended that:

- Council approve the attached 2011-2015 Five Year Capital Works program.
- Engineering Department proceed with any local improvement rolls and notices for 2012 works.

- The Engineering Division report back to Council with a recommendation for retaining consulting engineers for any unassigned projects that will not be completed in house in order to ensure a timely construction start.

Respectfully Submitted,

Recommended for Approval,



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

Attach.

DJE/bb



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

2011/15 FIVE YEAR CAPITAL WORKS PROGRAM					
Year	Street	From	To	Cost	Comments
2011-12	John Street - Ph 1	Wellington Street	Bloor Street		Reconstruction
2011-12	John Street - Ph 2	Bloor Street	Elm Avenue		Reconstruction
2011-12	Pine Street - Ph 1	Northern Avenue	Second Line		New road construction
2011-12	Pine Street - Ph 2	Northern Avenue	Second Line		Intersection of Pine & Second Line
2011	Glenholm/Arthur	Wellington Street	Retta Street		Reconstruction
2011	Connecting Link	Recon two bridges	Root River @ GNR		City \$700k 25% share carried forward from 2010
2012	Connecting Link	Resurface 2nd Line	OGRR to Pine		Subject to EA and 2012 C-link grant
2012	Queen St E Phase I	Pim Street	Simpson Street		Reconstruction
2012	Euclid Road	Wemyss Street	Pim Street		Reconstruction
2012	Bridges & Aqueducts				Fort Creek aqueduct rehabilitation
2012	Transp'n Master Plan				Update Transportation Master Plan
2012	White Oak Drive	John Street	North Street		Reconstruction
2012	People's Road	Everett Street	Third Line		Resurface - includes Airport Rd - Base Ln to airport
2012	Various Roads				Road resurfacing allowance
			Subtotal	\$ 24,350,000	(\$24,396,000 budget* - two years)
2013	Queen St E Phase II	Simpson Street	Pine		Consider recon - bad watermain
2013	Maretta	Wallace Terrace	Henrietta Avenue		Reconstruction
2013	Upton Road	Queen Street	Wellington Street		Reconstruction
2013	Connecting Link	Great Northern Road	2nd Line to 3rd Line		City 25% Share of resurfacing
2013	Bridges & Aqueducts				
2013	Various Roads				Road resurfacing allowance
			Subtotal	\$ 11,673,000	(\$11,698,000 budget*)
2014	Queen St E Phase III	Pine Street	200 m east of Gravelle		Resurface, sidewalk and lane reconfiguration
2014	Forest Avenue	Putney Road	Upton Road		Reconstruction
2014	St. Andrew's Terrace	John Street	North Street		Reconstruction
2014	London	North Street	Tancred Street		Reconstruction
2014	March Street	Queen Street	Wellington Street		Reconstruction
2014	Connecting Link	Second Line	Pine to bottom of hill		City 25% Share- widening subject to EA
2014	Bridges & Aqueducts				
2014	Various Roads				Road resurfacing allowance
			Subtotal	\$ 11,666,000	(\$11,698,000 budget*)
Continued...					

2015	Bay Street	Andrew Street	Pim Street	Resurface, reduce to three lanes max
2015	Huron Street	Bridge Plaza	Cathcart	Reconstruction
2015	McMeeken Street	Churchill Boulevard	Elizabeth Street	Reconstruction
2015	Kohler Street	Queen Street	Wellington Street	Reconstruction
2015	Connecting Link	Second Line	bottom of hill to Black	City 25% Share- widening subject to EA
2015	Bridges & Aqueducts			
2015	Various Roads			Road resurfacing allowance
			Subtotal \$ 11,695,000	(\$11,698,000 budget*)
			Total \$ 59,384,000	\$
				Total Budget 59,490,000

Notes:

- * Annual budget includes \$4,598,000 gas tax confirmed to 2013, (assumed for 2014-15), \$4.5M capital, \$1.8M urban-only and \$0.8M san surcharge
- * 2011/12 budget includes a \$2M surplus from the 2009/10 program
- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently the timing of some projects may have to change once accurate estimates are available.
- No allowance has been provided for the projects resulting from the Great Northern Road or Third Line/Black Road Environmental Assessments

Resurfacing

The following roads will be resurfaced using recycled asphalt techniques. Asphalt from urban roads is donated to rural roads.
Funding will come from the annual capital reconstruction program surplus, if any, and the miscellaneous reconstruction budget.

Class A Urban Roads Resurfacing short list

Street	From	To	Comments
Wellington Street	Trunk Road	Hugill Street	Resurface Trunk to Lake - 2011 under Misc. Constr.
People's Road	Everatt Street	Third Line	Resurface in 2012 plan
Bruce Street	Salisbury Avenue	Queen Street	Resurface - possible recon
Pine Street	McNabb Street	Willoughby	Resurface
Queen Street	Pim Street	Andrew Street	Resurface
Northern Avenue	Reid Street	Pine Street	Resurface
John Street	Elm Street	Carmen's Way	Resurface
Pim Street	Summit Avenue	McNabb Street	Resurface
Wallace Terrace	Korah Road	Goulais Avenue	Resurface

Class B Rural Roads Resurfacing short list

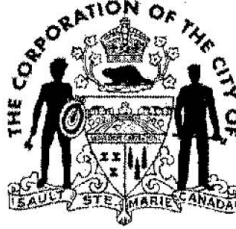
Street	From	To	Comments
Fourth Line East	Great Northern Road	Root River	Resurface - 2011 under Misc. Constr. Contract
Airport Road	Base Line	Airport entrance	Resurface in 2012
Fourth Line West	Allen's Side Road	Goulais Avenue	Resurface
Allen's Side Road	Fourth Line West	Third Line West	Resurface
Base Line Road	Carpin Beach Road	Airport Road	Resurface

5691

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

File No. R.1.2.1.

REPORT TO: Mayor Debbie Amaroso and Members of Council

REPORT FROM: Nuala Kenny, City Solicitor

DATE: 2011 06 27

Re: REQUEST FOR EXEMPTION FROM NOISE CONTROL BY-LAWS

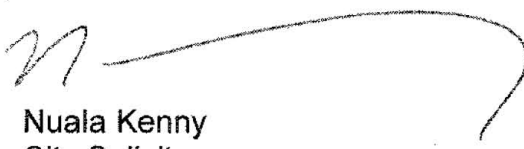
Echoes of the World Drum Festival is taking place here in the City of Sault Ste. Marie in partnership with Algoma University's Shingwauk Children's Alumni scheduled for July 1 and 2, 2011.

The main purpose of this festival is to promote peace and harmony to the many diverse cultures of Sault Ste. Marie, surrounding area and the world through the heartbeat of the drum in a variety of traditional drumming songs and dance.

On July 1, 2011 the Sunset Drum Circle will perform from 10:00 p.m. until 12:00 a.m. and are therefore asking to be exempted from Noise Control By-laws 80-200 and 4100 for this time.

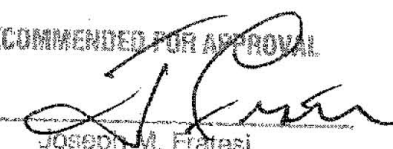
The recommendation is that Echoes of the World Drum Festival be exempted from the noise by-law for this time frame. By-law 2011-121 appears elsewhere on the agenda this evening and is recommended for approval.

Respectfully Submitted,


Nuala Kenny
City Solicitor

NK/cf

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Council Reports\2011\noise

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



Echoes of the World Drum Festival

559 Queen Street East

Sault Ste. Marie, ON P6A 2A3

Website: www.echoesdrumfestival.com

Email: jfletcher_mcfn@hotmail.com

Contact: Jackie Fletcher 705.255.1024

5(9)

RECEIVED	
CITY CLERK	
JUN 16 2011	
NO.:	51941
DIST.:	Mayor, CAO Legal Agent

June 16 2011

Sault Ste. Marie
City Clerks Office
99 Foster Drive
P.O. Box 580
P6A 5N1

Attention: Clerk's Department

Echoes of the World Drum Festival is taking place here in the City of Sault Ste. Marie. More specifically in partnership with Algoma University's Shingwauk Children's Alumni scheduled for July 1 and 2.

Our main purpose is to promote peace and harmony to the many diverse cultures of Sault Ste. Marie, surrounding area and the world. Our cultural similarities and differences are shared through the heartbeat of the drum in a variety of traditional drumming, songs and dance.

On July 1 we have a Sunset Drum Circle hosted by Jeff Stewart which ends our festivities for the evening. The Sunset Drum Circle starts at 10:00 and normally runs until 12:00 or shortly thereafter.

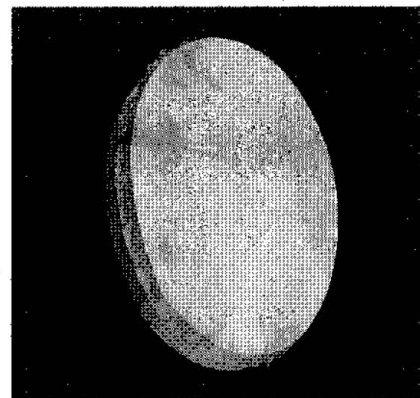
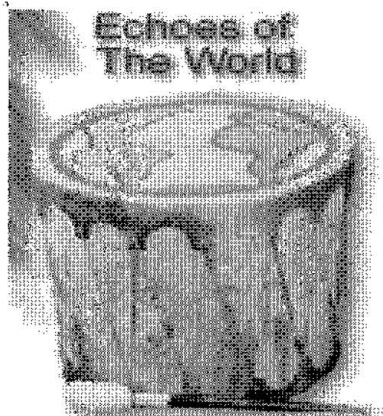
We are aware of City noise bylaws and this letter is to promote application to relieve us of the bylaw for July 1st only.

We are seeking the City's approval to allow our Sunset Drum Circle to remain drumming until 12:00.

Coordinator

Lorelei Bell

5(q)



Mark your calendars!!!!

ECHOES DRUM FESTIVAL

Fri. July 1 & Sat. July 2, 2011

ALGOMA UNIVERSITY GROUNDS

www.echoesdrumfestival.com

Contact: Lorelei at 759-0909

This project has been supported by the Building Communities Through Arts and Heritage Program, Department of Canadian Heritage.



Sault
Community
Career Centre

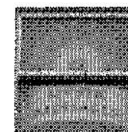


Missanabie Cree
First Nation



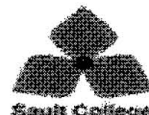
Children of Shingwauk
Alumni Association

Michael Burtch



Mushkegowuk
Council

Neech Ke-Wehn
Homes



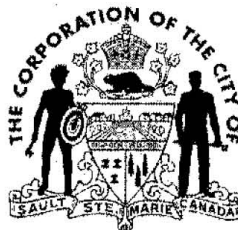
BY CHOICE HOTELS



NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Lorie Bottos
Corporate Counsel

DATE: 2011 06 27

SUBJECT: **ED VOWELS – 1420 SECOND LINE WEST—Zoning
bylaw 2011-94 – Planning Application A-9-11-Z.OP**

City Council passed 2011-94 on May 9, 2011. The purpose of By-law 2011-94 is to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1420 Second Line West. The Applicant, Ed Vowels requested that he be permitted to operate a landscaping contractor's yard on the subject lands.

As required by the Planning Act notice was sent to all residents within 120 metres from the subject lands. An appeal has been filed by Mr. Rosario Medaglia and received in the Clerk's Office on Monday May 30, 2011. A copy of the appeal is attached.

The procedure now is that Council is that asked to pass the attached resolution indicating that despite the appeal, Council wishes to proceed with the by-law. Then Legal Department sends a package of material to the Ontario Municipal Board (OMB) and in due course the OMB will set a hearing date for the appeal if the Board decides that the issues raised in the appeal warrant a hearing.

Respectfully Submitted,

Lorie Bottos
Corporate Counsel
LAB:cf

Recommended for approval,

Nuala Kenny
City Solicitor

c.c. Peter Tonazzo, Planner, Engineering & Planning Dept.

Staff/Zoning/OMB/Vowels./cf

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



Environment and Land Tribunals Ontario
Ontario Municipal Board
655 Bay Street, Suite 1500 Toronto, Ontario M5G 1E5
TEL: (416) 212-6349 or Toll Free: 1-866-448-2248
FAX: (416) 326-5370
www.elto.gov.on.ca

56r)

**APPELLANT FORM (A1)
PLANNING ACT**

**SUBMIT COMPLETED FORM
TO MUNICIPALITY/APPROVAL AUTHORITY**

Date Stamp - Appeal Received by Municipality

**RECEIVED
CITY CLERK**

MAY 30 2011

NO: 51903

DIST: Legal

Receipt Number (OMB Office Use Only)

Part 1: Appeal Type (Please check only one box)

SUBJECT OF APPEAL	TYPE OF APPEAL	PLANNING ACT REFERENCE (SECTION)
Minor Variance	☐ Appeal a decision	45(12)
Consent/Severance	☐ Appeal a decision	53(19)
	☐ Appeal conditions imposed	
	☐ Appeal changed conditions	53(27)
	☐ Failed to make a decision on the application within 90 days	53(14)
Zoning By-law or Zoning By-law Amendment	☒ Appeal the passing of a Zoning By-law	34(19)
	☐ Application for an amendment to the Zoning By-law – failed to make a decision on the application within 120 days	34(11)
	☐ Application for an amendment to the Zoning By-law – refused by the municipality	
Interim Control By-law	☐ Appeal the passing of an Interim Control By-law	38(4)
Official Plan or Official Plan Amendment	☐ Appeal a decision	17(24) or 17(36)
	☐ Failed to make a decision on the plan within 180 days	17(40)
	☐ Application for an amendment to the Official Plan – failed to make a decision on the application within 180 days	22(7)
	☐ Application for an amendment to the Official Plan – refused by the municipality	
Plan of Subdivision	☐ Appeal a decision	51(39)
	☐ Appeal conditions imposed	51(43) or 51(48)
	☐ Failed to make a decision on the application within 180 days	51(34)

Part 2: Location Information

1420 Second Line West, Sault Ste. Marie, Ontario
Address and/or Legal Description of property subject to the appeal:

Municipality/Upper tier: Sault Ste. Marie

Part 3: Appellant InformationFirst Name: Rosario Last Name: Medaglia

Company Name or Association Name (Association must be incorporated – include copy of letter of incorporation)

Professional Title (if applicable): _____

E-mail Address:

rosario.medaglia@medaglia.ca

By providing an e-mail address you agree to receive communications from the OMB by e-mail.

Daytime Telephone #: 705-971-1083 Alternate Telephone #: 705-945-8363Fax #: n/aMailing Address: 1380 Second Line West Sault Ste. Marie
Street Address Apt/Suite/Unit# City/TownON P6A 6K4
Province Country (if not Canada) Postal CodeSignature of Appellant: R. Medaglia Date: May 30, 2011
(Signature not required if the appeal is submitted by a law office.)

Please note: You must notify the Ontario Municipal Board of any change of address or telephone number in writing. Please quote your OMB Reference Number(s) after they have been assigned.

Personal information requested on this form is collected under the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, and the *Ontario Municipal Board Act*, R.S.O. 1990, c. O. 28 as amended. After an appeal is filed, all information relating to this appeal may become available to the public.

Part 4: Representative Information (if applicable)**I hereby authorize the named company and/or individual(s) to represent me:**First Name: Frank Last Name: ProvenzanoCompany Name: Provenzano Law Professional CorporationProfessional Title: Lawyer

E-mail Address: _____

By providing an e-mail address you agree to receive communications from the OMB by e-mail.

Daytime Telephone #: 705-949-5411 Alternate Telephone #: _____Fax #: 705-949-9899Mailing Address: 369 Queen Street East 301 Sault Ste. Marie
Street Address Apt/Suite/Unit# City/TownON P6A 1Z4
Province Country (if not Canada) Postal CodeSignature of Appellant: R. Medaglia Date: MAY 30, 2011

Please note: If you are representing the appellant and are NOT a solicitor, please confirm that you have written authorization, as required by the Board's Rules of Practice and Procedure, to act on behalf of the appellant. Please confirm this by checking the box below.

☐ I certify that I have written authorization from the appellant to act as a representative with respect to this appeal on his or her

behalf and I understand that I may be asked to produce this authorization at any time.

Part 5: Language and Accessibility

Please choose preferred language: ☒ English ☐ French

We are committed to providing services as set out in the *Accessibility for Ontarians with Disabilities Act, 2005*. If you have any accessibility needs, please contact our Accessibility Coordinator as soon as possible.

Part 6: Appeal Specific Information

1. Provide specific information about what you are appealing. For example: Municipal File Number(s), By-law Number(s), Official Plan Number(s) or Subdivision Number(s):

(Please print)

Temporary Use Zoning By-Law 2011-94

2. Outline the nature of your appeal and the reasons for your appeal. Be specific and provide land-use planning reasons (for example: the specific provisions, sections and/or policies of the Official Plan or By-law which are the subject of your appeal - if applicable). **If more space is required, please continue in Part 9 or attach a separate page.

(Please print)

See attached three items of correspondence from members of Medaglia family and Schedule – Grounds of Appeal

THE FOLLOWING SECTIONS (a&b) APPLY ONLY TO APPEALS OF ZONING BY-LAW AMENDMENTS UNDER SECTION 34(11) OF THE *PLANNING ACT*.

- a) DATE APPLICATION SUBMITTED TO MUNICIPALITY: MARCH 14, 2011
(If application submitted before January 1, 2007 please use the O1 'pre-Bill 51' form.)

- b) Provide a brief explanatory note regarding the proposal, which includes the existing zoning category, desired zoning category, the purpose of the desired zoning by-law change, and a description of the lands under appeal:

**If more space is required, please continue in Part 9 or attach a separate page.

The subject lands are presently zoned Rural Area. By-Law 2011-94 would rezone the subject property by way of Temporary Zoning allowing a Contractor's Yard for a period of three years (for description of land, please see attached Notice of Public Meeting).

Part 7: Related Matters (if known)

Are there other appeals not yet filed with the Municipality?

YES

☐

NO

☒

Are there other planning matters related to this appeal?

YES

☐

NO

☐

(For example: A consent application connected to a variance application)

If yes, please provide OMB Reference Number(s) and/or Municipal File Number(s) in the box below:

(Please print)

Part 8: Scheduling Information

How many days do you estimate are needed for hearing this appeal? ☐ half day ☒ 1 day ☐ 2 days ☐ 3 days
☐ 4 days ☐ 1 week ☐ More than 1 week – please specify number of days: _____

How many expert witnesses and other witnesses do you expect to have at the hearing providing evidence/testimony?
 _____ 1 expert – 3 other interested parties _____

Describe expert witness(es)' area of expertise (For example: land use planner, architect, engineer, etc.):
 _____ land use planner _____

Do you believe this matter would benefit from mediation? YES ☐ NO ☒
 (Mediation is generally scheduled only when all parties agree to participate)

Do you believe this matter would benefit from a prehearing conference? YES ☐ NO ☒
 (Prehearing conferences are generally not scheduled for variances or consents)

If yes, why? _____

Part 9: Other Applicable Information **Attach a separate page if more space is required.

The Applicant for rezoning, Ed Vowels, leases the subject property and operated his landscape business in the summer of 2010 from the subject property contrary to the governing provisions of the City's comprehensive zoning bylaw.

Part 10: Required Fee

Total Fee Submitted: \$ _____ 125.00 _____

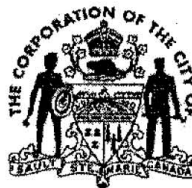
Payment Method: ☐ Certified cheque ☐ Money Order ☐ Solicitor's general or trust account cheque

- The payment must be in Canadian funds, payable to the Minister of Finance.

- Do not send cash.

5(r)

- PLEASE ATTACH THE CERTIFIED CHEQUE/MONEY ORDER TO THE FRONT OF THIS FORM.



NOTICE OF PUBLIC MEETING

APPLICATION NO. A-9-11-Z.OP - A request to amend the Official Plan and Zoning By-law 2005-150 – filed by Ed Vowels

SUBJECT PROPERTY:

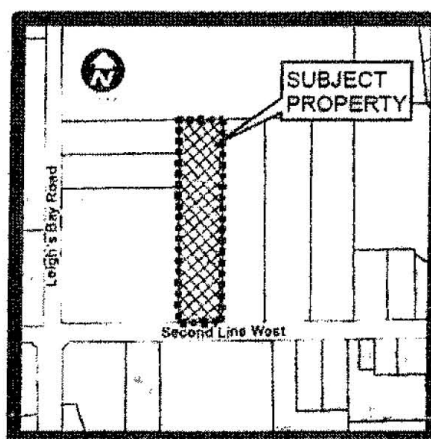
Location – Located on the north side of Second Line, approximately 158m (518') east of its intersection with Leigh's Bay Road

Civic No. – 1420 Second Line West

Size – Approximately 61m (200') frontage x 269m (883'); 1.64 ha (4 acres)

Present Use – Illegal contractor's yard

Owner – Gino & Gina Aceti



Planning Application A-9-11-Z-OP

REQUEST: The applicant, Ed Vowels, is requesting an Official Plan Amendment and a Rezoning to rezone the subject property from "RA" (Rural Area), to "RA.S" (Rural Area) with a Special Exception to permit a landscape contractor's yard to operate from the subject property.

PUBLIC MEETING: The Council of The Corporation of the City of Sault Ste. Marie will consider this application on **MONDAY, APRIL 18, 2011, at 5:30 p.m.**, or thereafter in the Council Chambers of the Civic Centre. City Council will receive written and verbal submissions concerning this application. However, only written submissions will form part of the official record of this application. Any such written submissions must be addressed to the City Clerk at the address shown below.

If a person or public body that files a Notice of Appeal of the decision of the City of Sault Ste. Marie in respect of the proposed Official Plan Amendment or the Zoning By-law, does not make oral submissions at a public meeting or make written submissions to the City of Sault Ste. Marie before the proposed Official Plan Amendment or the Zoning By-law is adopted, the Ontario Municipal Board may dismiss all or part of the appeal.

If you wish to be notified of the adoption of this application you must make a written request to the City Clerk at the address noted above.

FURTHER INFORMATION: This application is on file and may be reviewed in the Planning Division Office on Level 5 of the Civic Centre, 99 Foster Drive.

The Report of the Planning Division will be available for review any time after **April 14, 2011**, during regular office hours in the Planning Division. Telephone inquiries should be directed to (705) 759-5368. Please refer to the application number appearing at the top of this Notice.

M. White, City Clerk
P.O. Box 580, Sault Ste. Marie, Ontario P6A 5N1
cityclerk@cityssm.on.ca

SCHEDULE – GROUNDS FOR APPEAL

1. The intended use of the subject property as a Contractor Yard is inconsistent with the relative provisions of the City's official plan.
2. The intended use of the subject property as a Contractor's Yard is inconsistent with the current and intended rural residential uses of the adjacent properties.
3. The size, location and intended use of the subject property and the history of the applicant's use of the subject property contrary to the prevailing zoning by-law provisions evidences the unlikelihood of compliance by the applicant with the proposed limitations.
4. The noise and dust pollution arising from the intended use of the subject property will adversely affect the use and enjoyment of the neighbouring rural residential properties and their value.
5. The nature of the intended use of the subject property and the accommodation of such use by heavy equipment and the import of foreign materials and the contaminants associated therewith will negatively impact on the ground water supply to wells servicing the neighbouring rural residential properties.

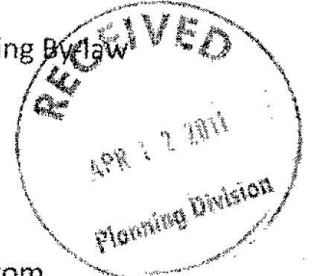
5(r)

April 4, 2011

M. White, City Clerk
P.O. Box 580,
Sault Ste. Marie, Ontario
P6A 5N1

RECEIVED CITY CLERK	
APR 05 2011	
NO.:	51804
DIST.:	Planning Agenda

RE: Application NO. A-9-11-Z.OP – A request to amend the Official Plan and Zoning Bylaw 2005-150 – filed by Ed Vowels.



We oppose the possible amendment for the following reasons and concerns.

Due to the fact that the business has already operated on the subject property from approximately June or July of 2010 to November of 2010, the following has already been experienced:

- Noise, vibration, dirt, dust and diesel fumes from operating equipment, not only during 8am to 5:00pm hours, but evenings till 10 pm and on weekends, including Sunday. The wind in our area is primarily from the west, and since our property is east of the subject property we are affected directly by the above items.
- Loads of dirt (excavated from job sites, etc.) being brought in, some material being buried.

Future concerns include the following:

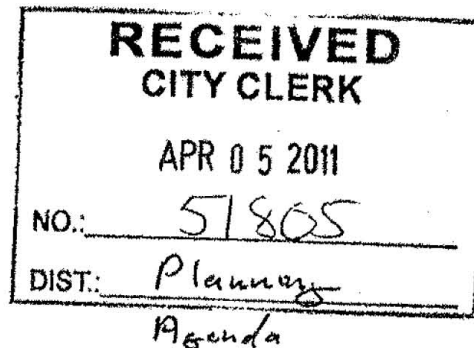
- As this area is on well and septic systems, we are concerned about the effects on these systems, especially our well water.
- Reduced property value and difficulty selling when affected as mentioned above.
- Possibility of the business growing and affecting the area more so.

R. Medaglia
Mrs L. Medaglia

Rosario and Lynn Medaglia
1380 Second Line West
Sault Ste. Marie, Ontario
P6A 6K4
705 945 8363

April 4, 2011

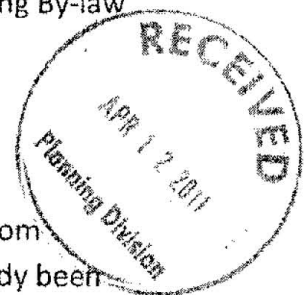
M. White, City Clerk
P.O. Box 580,
Sault Ste. Marie, Ontario
P6A 5N1



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Carmelo Medaglia

Maria Medaglia

Carmelo and Maria Medaglia
1400 Second Line West
Sault Ste. Marie, Ontario
P6A 6K4
705 254 5742

5(r)

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

Rosario and Lynn Medaglia
1380 Second Line West
Sault Ste. Marie, ON
P6A 6K4

RE: Application NO. A-9-11-Z.OP – A request to amend the Official Plan and Zoning By-law
2005-150 – filed by Ed Vowels.

Dear Mayor Amaroso,

It is with strong emotion and disbelief that we appear before you about the approval of the application. It was our understanding that usually when a complaint is filed, and the Planning Department does not endorse and written submissions concerning the application are presented, it is not adopted by City Council. I guess we were wrong. While we recognize that City Council supports local business we do not believe that Council should support businesses which conduct operations on a property contrary to its comprehensive By-Laws as Mr. Vowels did. What kind of precedent are you setting when you give approval to someone who flaunts your By-Laws. If it wasn't for a formal complaint that was filed, the business would still be operating contrary to the By-Laws on the property today.

Another major concern is that our property value will be negatively affected by the noise and dust not only during the week but during evenings and weekends. This has been our experience.

We feel that City Council has failed us and we intend to continue our objection.

Sincerely,

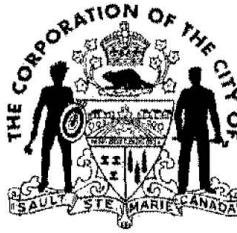
Rosario and Lynn Medaglia (and on behalf of Carmelo and Maria Medaglia
Daniel and Gina Carrier)



NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR

LORIE BOTTOS
CORPORATE COUNSEL



LEGAL
DEPARTMENT

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Nuala Kenny
City Solicitor

DATE: 2011 06 27

SUBJECT: SUPERIOR DEVELOPMENT GROUP (CARMEN
COCCIMIGLIO FORMERLY 2252927 ONTARIO INC.) –
622 GREAT NORTHERN ROAD BY-LAW 2011-16

On March 7, 2011 City Council passed By-law 2011-16 the purpose of which was to amend zoning By-law 2005-150 to change the zoning on property in the area of Linda Road and a portion of 622 Great Northern Road from R.2. (residential zone) to C.4 (commercial zone).

This by-law was appealed by abutting property owner Mr. Fausto DiTommaso.

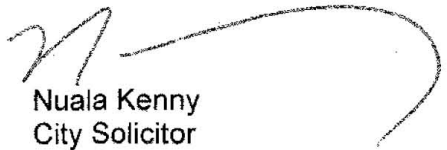
The owner of 622 Great Northern Road, Superior Development Group brought a motion to dismiss the matter without a hearing on the grounds that the appellant did not disclose land use planning grounds for the appeal as is required under the Planning Act.

Ontario Municipal Board Chair Christou presided over preliminary motion which was held on June 22, 2011. Mr. DiTommaso attended and was represented by Mr. Robert Paciocco. Mr. Bill Wierzbicki of Planning Advisory Services was also in attendance to provide planning expertise for Mr. DiTommaso. Mr. Carmen Coccimiglio, president of Superior Development Group attended on his own behalf and argued that matter should be dismissed.

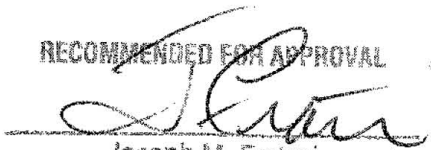
I represented the City and provided planning expertise with Planning Director, Mr. Don McConnell.

OMB Chair Christou reserved his decision and I will advise council once I have received the full decision from Mr. Christou.

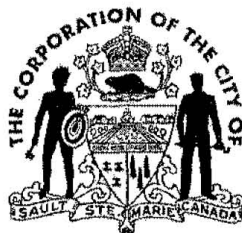
Respectfully Submitted,


Nuala Kenny
City Solicitor
NK:cf

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

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



2011 06 27

REPORT OF THE PLANNING ADVISORY COMMITTEE

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Community Development Award

Thirteen years ago City Council initiated a Community Development Award Program and appointed the Planning Advisory Committee as administrators of the award.

The purpose of the award program was to:

- Recognize significant achievement in community development.
- Highlight successful development ideas that others can use.
- Inspire other projects to meet the standards set by successful projects.

Previous winners were the Canadian Bushplane Heritage Centre, the Sault Ste. Marie Cross on the Hill, the Waterfront Walkway, Super 8 Motel, the Algoma Central Corporation, Lyons Timbr-Mart, Tenaris Algoma Tubes, Muio's Restaurant, and last year's winner, Essar Steel Algoma's Welded Shapes and Profile's Facility on Conmee Avenue.

This year eight projects were considered for the award.

After careful consideration, the Planning Advisory Committee recommends that this year's Community Development Award be presented to Smokey's BBQ Pit and Patio, located at 658 Queen Street East.

Constructed in 1921, the building was originally occupied by the Paramount Theatre which soon changed to the Algoma Theatre in 1922. In 1957 the building was reconfigured and the Algoma Cigar Store occupied a small portion of the Theatre building. The Algoma Theatre operated from the site until 1975. The cigar store remained on the site until 2000, under a variety of different names.

Between 2001 and 2006 Bunkers Paintball operated a paintball arena and amusement arcade from the site.

1947-Courtesy Sault Museum



In 2006 the building was purchased by Craig and Damon Burgess. With the exception of the façade, the building was demolished. With the help of the City's

Downtown Revitalization Program, the façade was re-faced and the interior was renovated into an open air night club named Smokey's BBQ Pit and Patio.

Many unique architectural features were maintained from the original façade. Smokey's was also connected to Top Hat Billiards, creating a unique entertainment destination.

In 2010, the Burgess Brothers sold the building to Chintan Patel who currently operates Top Hat Billiards and Smokey's BBQ Pit and Patio.

Smokey's has become an exciting nightlife destination for patrons on both sides of the border, enhancing the vibrancy and vitality of this part of the Downtown area.



The transformation of the site has been nothing short of remarkable. The maintenance and enhancement of the original façade, as well as the major interior renovations stand as an example for commercial sites within the downtown and throughout the community.

Planning Advisory Committee's Recommendation

That City Council award the 2011 Community Development Award to Smokey's BBQ Pit and Patio located at 658 Queen Street East, for significant building and site improvements that have transformed the property to an aesthetically pleasing functioning commercial site.

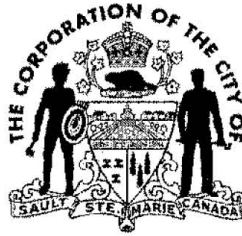


PT/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

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2011 06 27

REPORT OF THE DOWNTOWN DEVELOPMENT INITIATIVE GRANT EVALUATION COMMITTEE

PLANNING DIVISION

TO:

Mayor Debbie Amaroso
and Members of City Council

SUBJECT:

Downtown Development Initiative
Grant Recommendations

Background

As part of City's Downtown Development Initiative, a number of grant programs are available to Downtown property owners and businesses to encourage improvements to their properties.

To date, a total of 102 grants have been approved including four Municipal Tax rebates. The funding for these programs is cost-shared between the Ontario Ministry of Agriculture, Food and Rural Affairs' (OMAFRA) and the City.

The funding agreement with OMAFRA was set to expire this summer, however, City staff requested and was granted an extension to December 31, 2011.

In February 2010, Council approved a number of grant applications. At that time, staff reported that the funding available for the grant programs was nearly exhausted. Since that time, a number of approved applicants have decided to not move forward with their planned improvements and as such, funding has become available for another intake of applications.

In May 2011, Planning staff issued a letter to interested applicants, as well as posting updated information on the City's website on the new application intake process. In addition, the Downtown Association did a mail out to all of their members outlining that grants for building improvements were available.

The Downtown Development Initiative grant programs include: building restoration and improvements (BRIG); façade improvements (FIG); project feasibility studies (PFSG); electricity conservation projects (ECMG); a municipal tax increment rebate program (MTIR); a tax cancellation program for Brownfield redevelopment (BPTC); and architectural design assistance (ADAP). **Note:** Brownfield Property Tax Cancellation program remains the only program that has not been used.

The applications are reviewed by an evaluation committee which makes recommendations to Council. The grant evaluation committee members are:

Chair

Don McConnell, Planning Director

City Representatives

Bill Freiburger, Commissioner of Finance

Peter Liepa, City Tax Collector

Don Maki, Chief Building Official

Steve Turco, Planner

PUC

Randy Johnson, Manager Marketing & Communications

Downtown Association

Bill Watts, Chair

Applicants

On June 15, 2011 the Downtown Development Initiative Grant Evaluation Committee met to review the submitted financial incentive grant applications. A total of 6 properties are recommended for approval, with an approximate \$590,000 of private sector investment proposed. The following applications are recommended for approval:

1. 721 Queen Street East (Foch Cleaners)
Applicant: Sparky Scarfone
Funding Request: Electricity Conservation Measures Grant - \$5,000

The applicant is proposing the installation of an energy and resource recovery system, which will save a significant amount of both electricity and water consumption. The system will allow for the recovery of hot water, which will be re-used in the cleaning, cooling and de-odourizing process involved with dry-cleaning.

2. 248 Queen Street East (Solo Trattoria)
Applicant: Chris Lapore
Funding Request: Façade Improvement Grant - \$7,500
Building Restoration and Improvement Grant - \$15,000
Electricity Conservation Measures Grant - \$5,000

The applicant recently purchased the adjoining property to expand his restaurant business. The applicant is now seeking to upgrade the façade of the newly purchased property, including the creation of an outdoor dining area. This applicant is also proposing to convert vacant upstairs space into a new residential unit, which will include updating the electrical services in that space.

3. 672 Queen Street East (Community Development Corporation)
Applicant: Brian Irwin
Funding Request: Façade Improvement Grant - \$7,500
Building Restoration and Improvement Grant - \$15,000
Electricity Conservation Measures Grant - \$5,000

The applicant is seeking to update both the exterior façade and improving the overall layout to facilitate the ongoing office usage of this building. In addition, the applicant will be improving electricity usage with the assistance of the conservation measures grant.

4. 40 Queen Street East (Joe's Sports and Surplus)
Applicant: Dave Edgar
Funding Request: Façade Improvement Grant - \$7,500

The applicant has recently purchased this well established downtown business and is wanting to update the façade in a manner that is consistent with the business concept. Included in this proposal will be the installation of new windows, which will assist with the overall energy usage in the building.

5. 290 Queen Street East (Savoy's Jewelers)
Applicant: Richard Rosset
Funding Request: Façade Improvement Grant - \$7,500
Building Restoration and Improvement Grant - \$15,000

The applicant is proposing a major renovation and retrofit of the exterior of the building. These items will include a complete new façade with an enhanced entrance and significant glass works. The interior foyer will also be enhanced as expanded showcase space.

6. 648 Bay Street (Bay Dental)
Applicant: Richard Rosset
Funding Request: Façade Improvement Grant - \$7,500
Building Restoration and Improvement Grant - \$15,000

The applicant is proposing to create new entrances at the south and north ends of the buildings, including updated signage. The north entrance will also be upgraded to facilitate accessibility access to the building. Interior stairwells are also going to be updated, and the main floor washroom will be modified to address accessibility.

Note: A sample of renderings of proposed works is attached to this report. Additional information on other applications and renderings can be viewed in the Planning Division

SUMMARY

The grant requests received to date are a sign of the ongoing success of the Downtown Development Initiative sparking new investment into this important area of the community. Some of the critical goals of this initiative are to enhance the built form in the Downtown and to create additional employment, residential living opportunities and addressing accessibility issues, which will lead to a more vibrant city centre. The projects proposed meet the criteria set out in the Downtown Community Improvement Plan and are recommended for approval.

With respect to the successful grant applications, the evaluation committee is recommending an expiry date October 31, 2011, in order to meet all of the funding and

reporting requirements set out by OMAFRA. Applicants will be informed of these timelines in their notice of successful application.

A total of 6 properties are recommended for approval, with an approximate \$590,000 of private sector investment proposed. The committee is recommending that \$112,500 (\$97,500 for financial incentive grants and \$15,000 for electricity conservation grants) be approved for the grant applications referenced in this report.

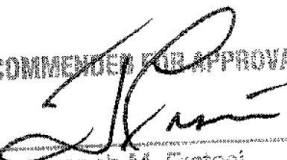
Staff would also like to note that once these applications are approved, there will be a limited amount of funding remaining for new applications. Staff will continue to accept applications until the funding is exhausted, however, staff will be limited by the remaining timeframe of the program, and as such, projects that can not be completed by October 31, 2011 will not be recommended for approval.

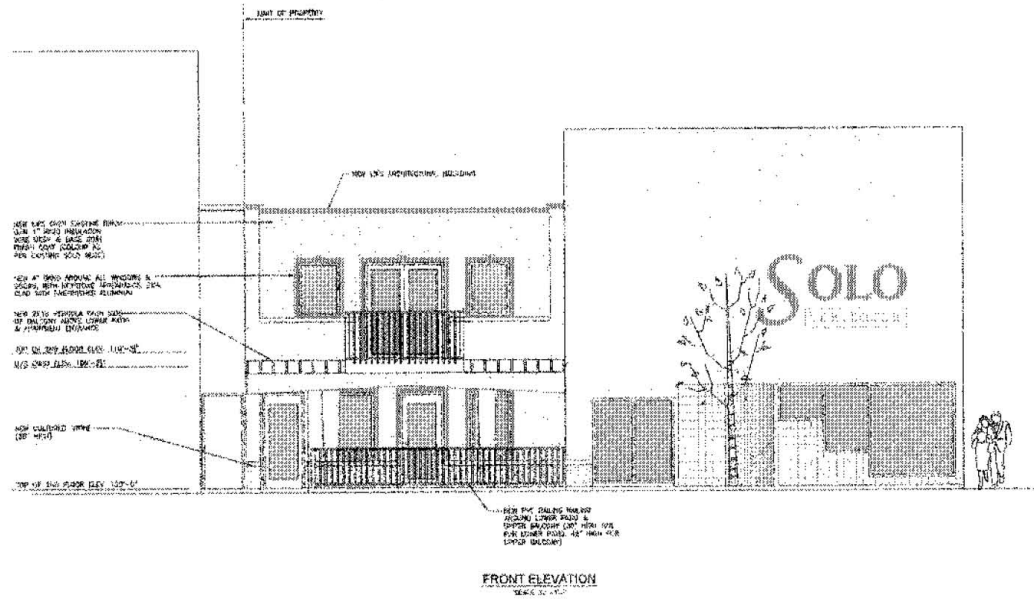
Planning Director's Recommendation

That City Council approves the 12 funding requests (6 properties) described in this report.

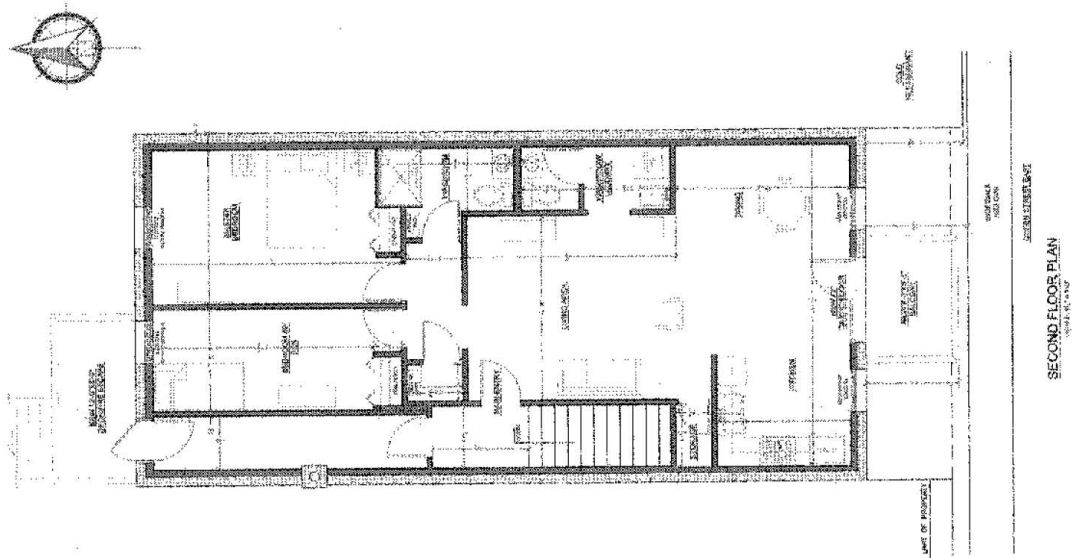
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RECOMMENDED FOR APPROVAL

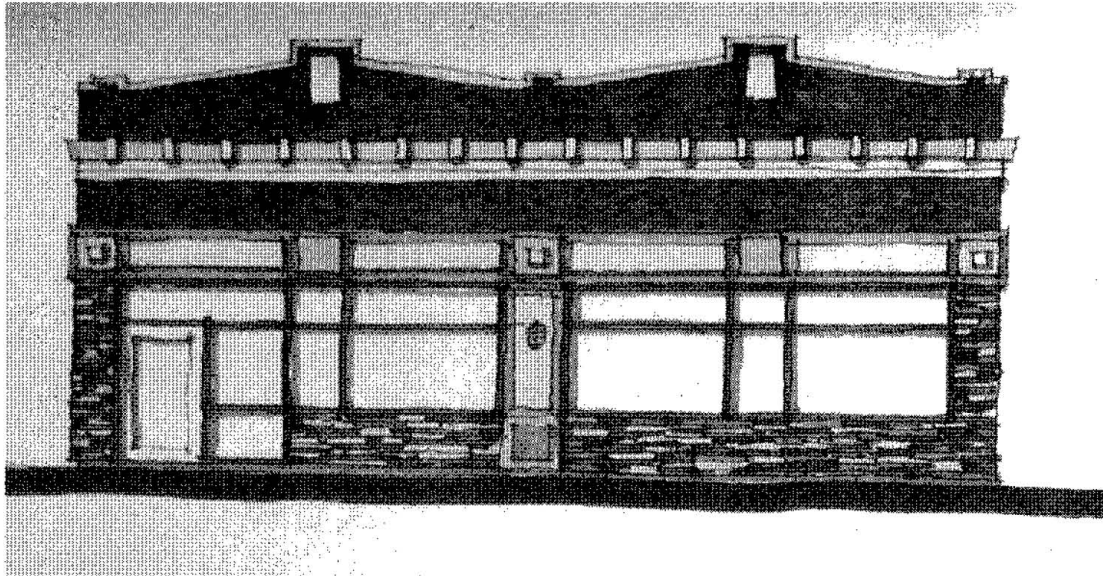

Joseph M. Fratesi
Chief Administrative Officer



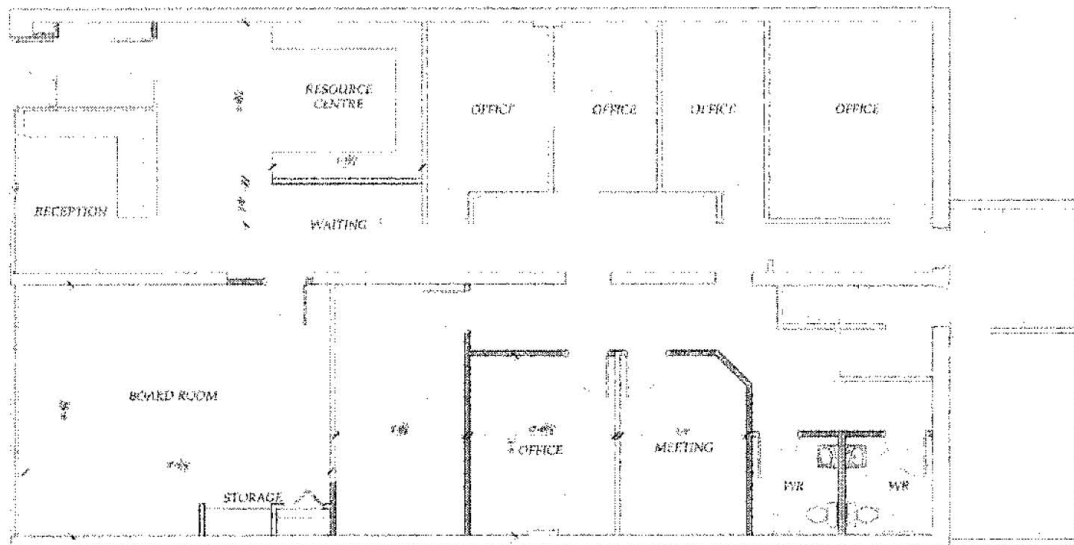
Proposed Façade Improvements: 248 Queen Street East



Proposed Interior Improvements: 248 Queen Street East

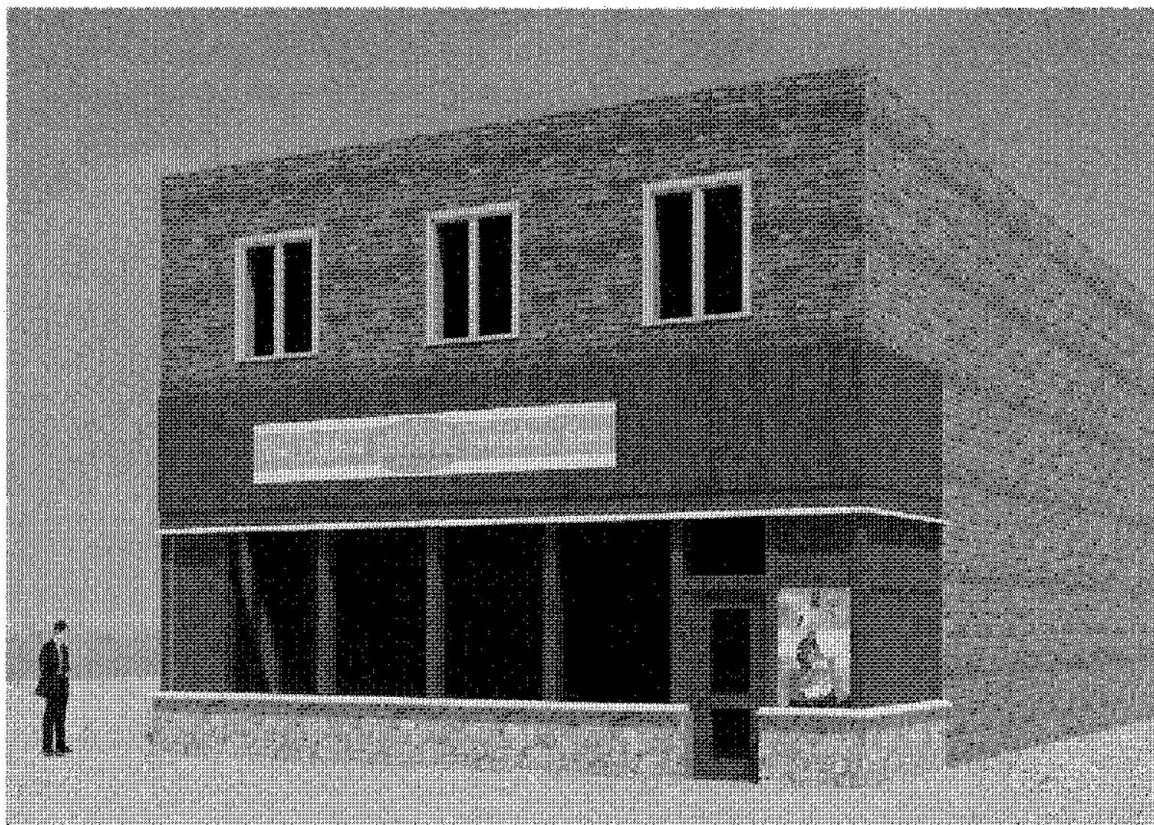


Proposed Façade Improvements: 672 Queen Street East

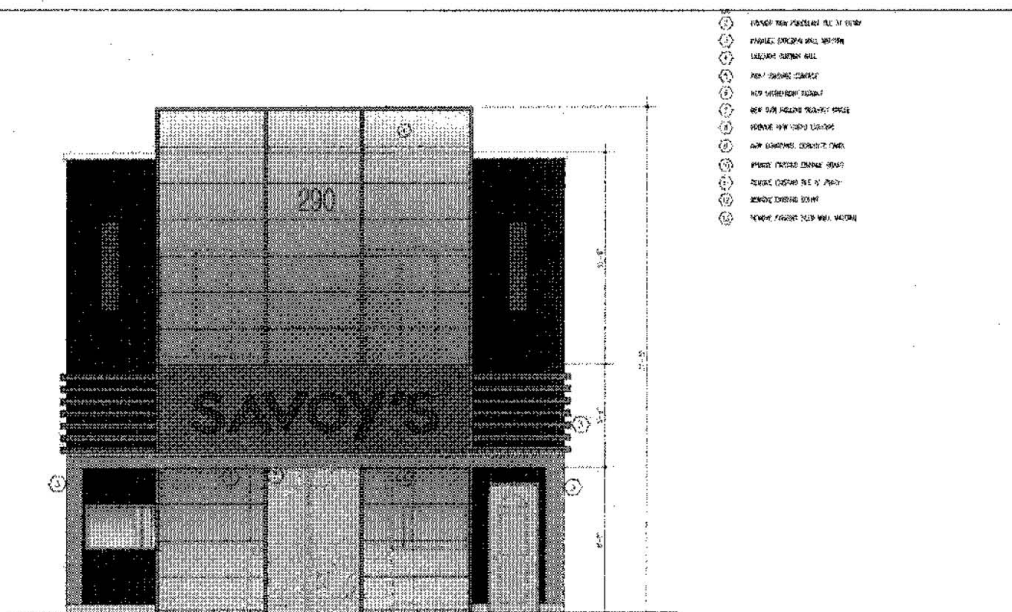


PROPOSED LAYOUT

Proposed Interior Improvements: 672 Queen Street East

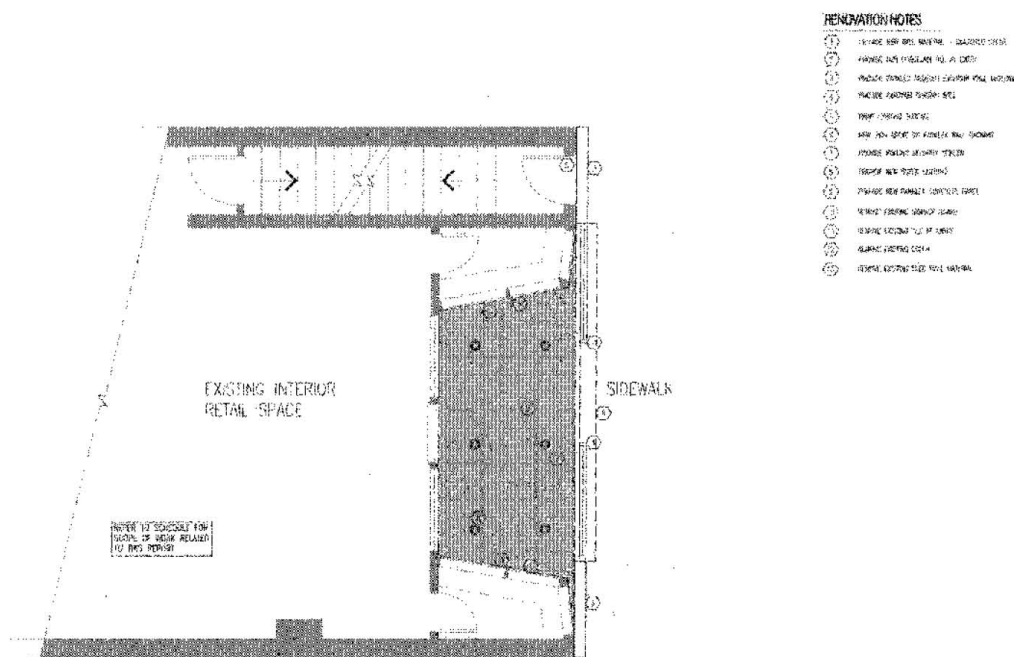


Proposed Facade Improvements: 40 Queen Street East



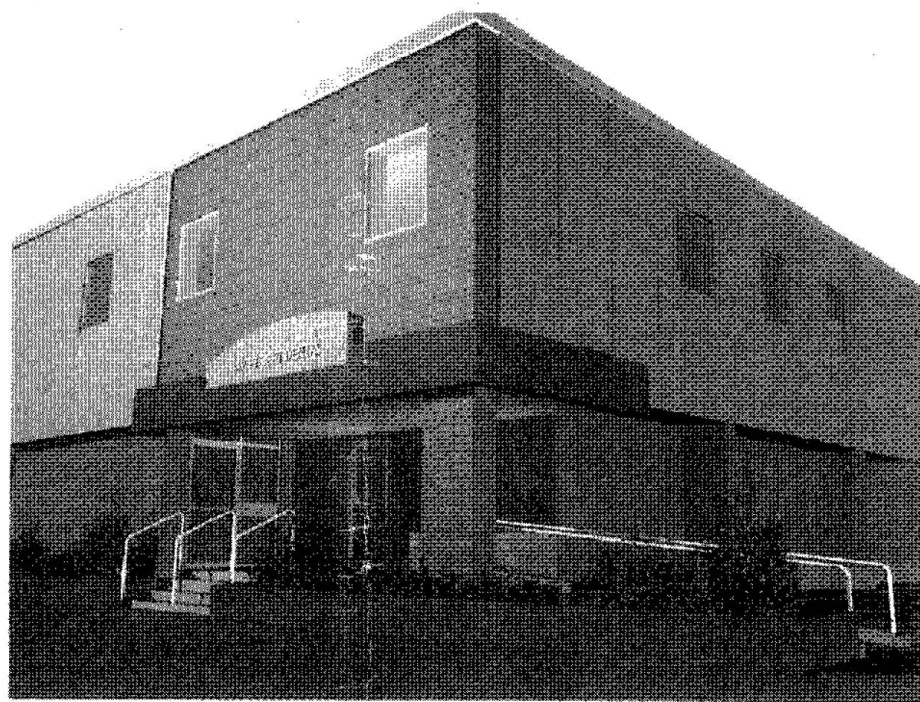
Proposed Elevation
Scale 1/4" = 1'-0"

Proposed Façade Improvements: 290 Queen Street East

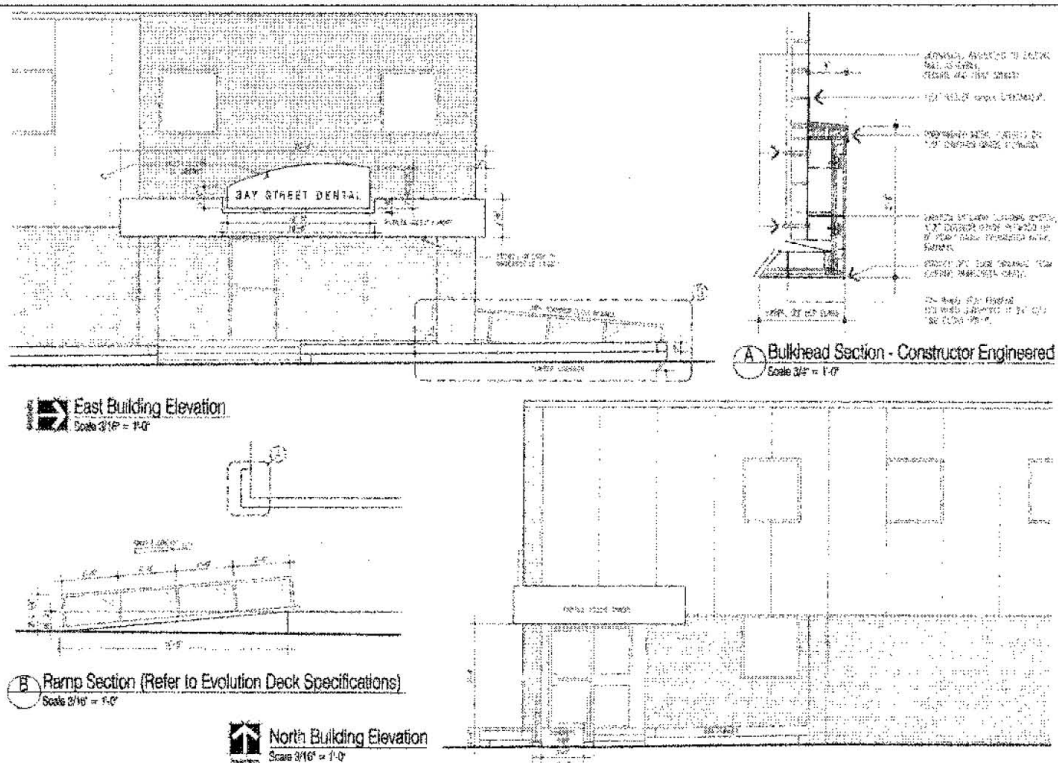


Floor Plan - Proposed
Scale 1/4" = 1'-0"

Proposed Interior Improvements: 290 Queen Street East

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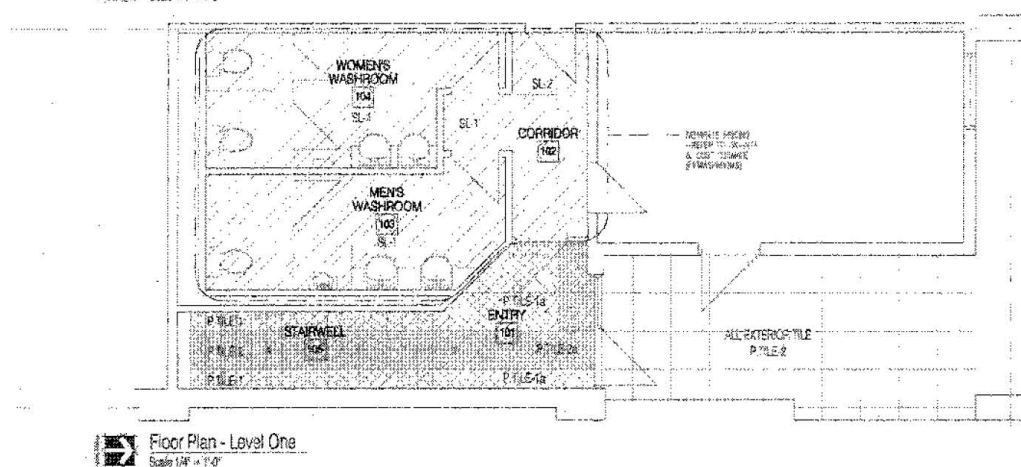
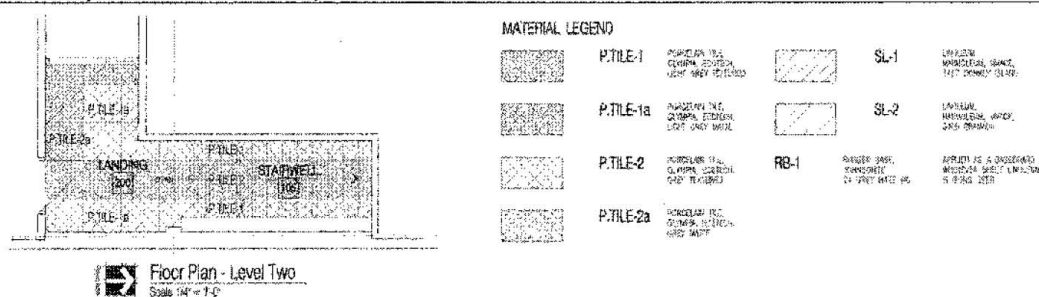
Proposed Façade Improvements: 648 Bay Street



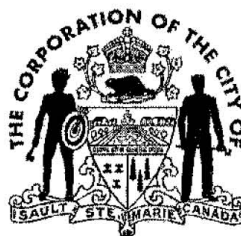
Proposed Facade Improvements – North Entrance (Accessibility Ramp): 648 Queen Street East



Proposed Facade Improvements – South Entrance: 648 Queen Street East



Proposed Interior Improvements (Barrier Free Washrooms): 648 Queen Street East



2011 06 27

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Industrial Community Improvement Plan (CIP)

Background

On May 26, 2008, City Council approved a Community Improvement Plan (CIP) for industrial development. The Plan is designed to attract new industrial investment and employment, to further diversify the local economy and to increase the municipality's industrial tax base. The focus of the Plan is on new manufacturing business and investment and not simply a relocation of existing jobs within the community. This program is being marketed in partnership with the Sault Ste. Marie Economic Development Corporation.

Under the Industrial CIP program, tax assistance, in the form of a rebate, may be approved for up to 100 percent of the incremental increase in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the policy area.

Eligible program participants must be primarily involved in technology or the manufacture of goods and materials. As well, the proposed projects must include a significant private sector investment, creating or protecting existing jobs during the program (excluding jobs solely associated with construction).

The administration of the Industrial CIP is done by a committee with representation from the City's Engineering & Planning Department and the Finance Department. Final approval of any assistance is subject to City Council approval.

Applications for tax rebate consideration have been received from SIS Manufacturing Corporation, and the Sault Ste. Marie Airport Development Corporation, both of which are associated with new technological and manufacturing facilities.

SIS Manufacturing Corporation

Established in 2007, SIS Manufacturing's main service is providing structural steel manufacturing services for ESSAR Algoma Steel. The operation will be expanding to accommodate a recently secured contract with a subsidiary of Caterpillar Inc. to fabricate and supply under frames for locomotives. This expansion will be accommodated at SIS Manufacturing's land holdings located at 1205 Peoples Road, just north of Third Line.

The expansion will consist of a new 25,000 sq ft building for the manufacturing of the under frames. In addition to construction, the operation will require capital equipment such as heavy-lifting cranes, welding machines, as well as other machinery specific to steel fabrication. Total investment for this expansion will be approximately \$2.4 million.

The expanded operation will also result in approximately 30 additional employees, bringing SIS's total employment number to over 60 people.

Sault Ste. Marie Airport Development Corporation (SSMADC).

The SSMADC is proposing to expand its capacity for attracting and servicing commercial operations in the aircraft maintenance, repairs and overhaul services (AMRO). A current tenant, JD Aero, has an opportunity to expand their operations. To accommodate this expansion, JD Aero requires additional hanger space from SSMADC.

JD Aero is a well regarded AMRO provider and specializes in the Bombardier Dash aircraft. The company provides AMRO services to other airlines including Fly Bee (Europe), Air Canada Jazz, Bombardier Asset Management, DeHaviland Flight Test, Pratt & Whitney, A&A, Aero Century and Porter Airlines. JD Aero also services other non Dash aircraft from airlines such as Bearskin and Skylink.

Currently, JD Aero occupy a 20,000 sq ft hanger at the airport, however, with their proposed expansion, they will require an additional 22,000 sq ft facility. The expanded facilities will allow JD Aero to service three Q400 aircraft at one time, or a combination of other aircrafts.

The expanded operation will add 10-14 specialized skilled employees bringing the total number of employees to approximately 24.

Summary

The committee recommends an incremental tax rebate over three years for the two industrial operations outlined in this report. The rebate would apply to the increase in the municipal portion of the property tax that is a result of new construction. Accordingly, the recommended rebate is 75% in year one, 50% in

year two, and 25% in year three. After the three year rebate program, the applicants would be paying the full municipal tax amount.

It should also be noted that the Industrial Community Improvement Plan program has now expired (as of June 9, 2011). Planning staff, in consultation with the EDC and other departments, will be bringing forward a report with recommendations on whether or not to continue the program.

Planning Director's Recommendation

That City Council approves the incremental tax rebates for SIS Manufacturing Corporation, and the Sault Ste. Marie Airport Development Corporation, in the following manner:

1. That the rebate apply only to new construction;
2. That the recommended rebate is 75% the first year, 50% the second year, and 25% the third year;
3. After the three year rebate program, the applicants would pay the full municipal tax amount.

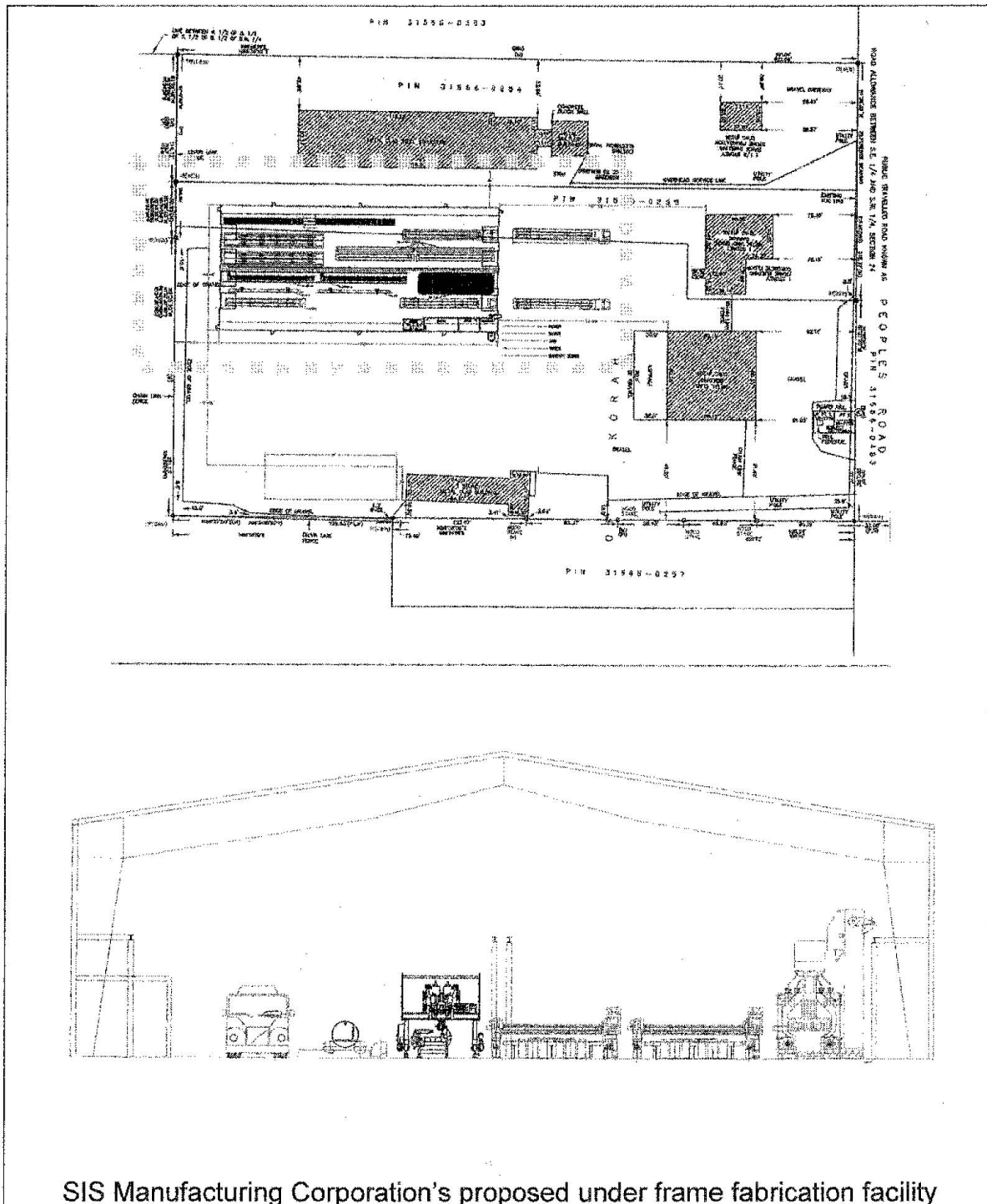
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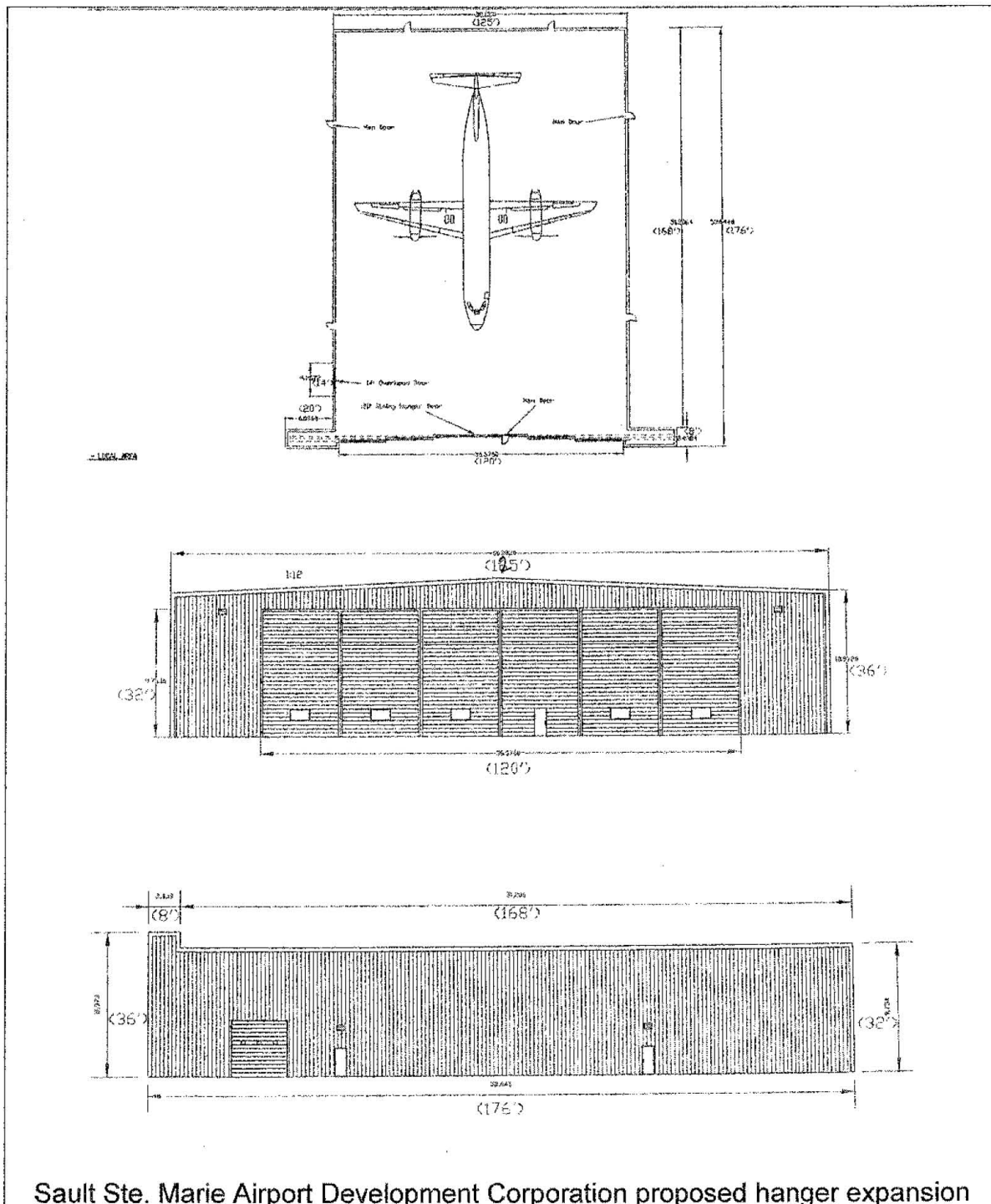
RECOMMENDED



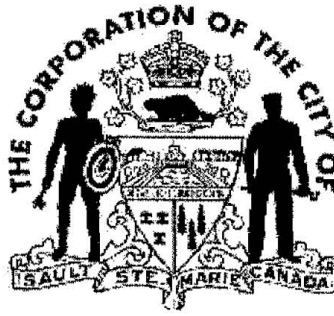
Joseph M. Frick
Chief Administrative Officer

G:\PLANDIV\Data\APPL\REPORT\Community Improvement Plan (SIS,JD Aero, Praxair).doc





Mr. Don Scott
Manager of Transit and Parking



Public Works and Transportation
Department
Transit Division

2011 06 27

Mayor Debbie Amaroso &
Members of City Council
Civic Centre

RE: SELECTION OF CONSULTANT FOR TRANSIT OPERATIONAL REVIEW

INTRODUCTION

The purpose of this report is to seek Council's approval to utilize the consulting firm of HDR/iTrans Corporation to perform the operational review of the Transit Division.

BACKGROUND

On May 30, 2011, Council authorized an operational review of the Transit Division with an emphasis on specialized transit at an estimated cost of \$80,000 with funding from the 2010 and 2011 Provincial Gas Tax allocation.

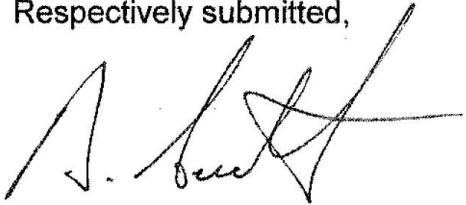
In 2005/06 the HDR/iTrans CORPORATION was selected by the City through the RFP process to complete a Comprehensive Ridership Growth and Asset Management Plan for the Transit Division. In addition, during 2004 the City contracted HDR/iTrans to complete a "Transit Fare Collection Technology Assessment" for the Transit Division.

The two projects have provided HDR/iTrans with a valuable working knowledge of Sault Ste. Marie and its public transit system, which can be used in the best interest of the City in the development of the current operational review of the Transit Division with an emphasis on specialized transit. The Purchasing Division of the Finance Department fully supports the utilization of HDR/iTrans Corporation to perform the operational review based upon their previous experience in Sault Ste. Marie and that they are also a well established transportation consulting firm in North America.

RECOMMENDATION

It is recommended that Council approve HDR/iTrans Corporation to perform the operation review of the Transit Division at a cost of \$80,000.

Respectively submitted,



Don Scott
Manager of Transit and Parking
Public Works and Transportation

Recommended for approval,



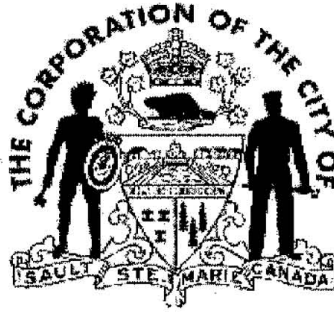
Jim Elliott, P. Eng.
Commissioner
Public Works and Transportation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Mr. Don Scott
Manager of Transit and Parking



Public Works and Transportation
Department
Transit Division

2011 06 27

Mayor Debbie Amaroso &
Members of City Council
Civic Centre

RE: TRANSIT FLEET – PROPOSED MULTI BUS PURCHASE

INTRODUCTION

As a result of direction through the Finance Committee and the Finance Department, staff is seeking approval of the following Transit initiatives.

Purchase of Four (4) 40 Foot Low Floor Buses

Staff is seeking Council's approval to tender for the purchase of three (3) additional 40 foot low floor buses. Included elsewhere in today's agenda is a report from Bill Frieburger, Commissioner of Finance, recommending the use of \$1.5 million in 2012 Federal Gas Tax funding for the purchase of three (3) additional 40 foot low floor buses. On May 30, 2011, Council approved the recommendation from the Commissioner of Finance to purchase one (1) 40 foot low floor bus from surplus at a cost of \$425,347. In total, the City would tender for the purchase of four (4) 40 foot low floor buses in 2011.

Establishment of a Transit Equipment Reserve

Staff is also seeking Council's approval to establish a transit equipment reserve to be used for future bus purchases. Future revenue increases from cash fares and the structure of the bus pass types and rates will fund the equipment reserve. Conservatively, we are anticipating \$130,000 to be available in 2012 for the equipment reserve. This will be established as the minimum capital transfer each year, beginning in 2012, unless our annual user fee review indicates a change is required. The purchase of new buses would occur when the transit reserve contains adequate funding to initiate the purchase. Staff will bring a recommendation to increase transit revenues at a future meeting as part of the 2012 revenue review process. It is estimated the cash fare will increase \$.25 cents along with other changes to fund the equipment reserve.

Consideration for a Multi-year Purchasing Agreement

Staff is also seeking Council's approval to participate in the option for a multi-year purchasing agreement that involves the bus manufacturer committing to a guaranteed purchase price to the City for any vehicle delivered in 2012, 2013 or 2014. The price of the buses will only fluctuate based upon the consumer price index for labour and materials.

Certain components for the bus are made in the U.S. and the exchange rate will impact the annual purchase price. Normally, the two said factors average out to an increase in cost of 2.5% from year to year.

The bus manufacturers in Canada are aware that from year to year, annual budgets can impact and force the cancellation of a municipality's intent to order a new bus. The City would not be penalized in any way by the manufacturer if we did not place an order for a bus in any given year between now and 2014.

The multi-year purchasing commitment is currently in place for other municipalities such as Sudbury, Timmins, and North Bay. As stated earlier in this report, the multi-year agreement would be subject to annual approval from Council prior to moving ahead with the purchase of a bus in 2012, 2013, or 2014.

TIMELY DELIVERY OF NEW BUSES

The tender document for the purchase of a new bus or buses should be heavily weighted upon the bus manufacturer meeting our vehicle specifications and the capability to deliver the bus to Sault Ste. Marie before the end of this calendar year. The early delivery of buses is important as over half of the current fleet is 20 years or older and we have one less bus for deployment as it was written off due to a bent frame sustained in an accident on June 13, 2011.

RECOMMENDATIONS

It is recommended that Council authorized staff to do the following:

- Allocate \$1.5 million from the 2012 Federal Gas Tax for the tender to purchase three (3) additional 40 foot buses in 2011.
- Create a Transit Equipment Reserve for future bus purchases to be funded from variable increases to the user fee by-law, beginning in 2012 with a minimum transfer of \$130,000.
- The City participate in the option for a multi-year bus purchasing agreement to acquire during the balance of the term of Council (2011-2014) a minimum of three (3) and a maximum of six (6) additional buses at a pre-determined price, subject to annual budget approval.

5(x)

-3-

Respectfully submitted,



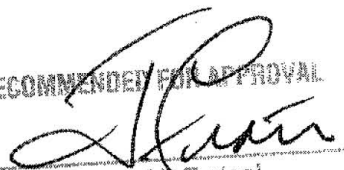
Don Scott
Manager of Transit and Parking
Public Works and Transportation

Recommended for Approval,



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

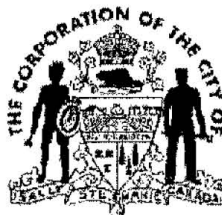
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(y)

S. Hamilton Beach P. Eng
Deputy Commissioner



J. M. Elliott P. Eng
Commissioner

June 27, 2011

RECOMMENDED FOR APPROVAL

File: Landfill

Mayor Debbie Amaroso
Members of City Council

Joseph M. Fratesi
Chief Administrative Officer

**RE: Municipal Landfill
Shoreline Stabilization of Canon Creek**

Background

In 2006, the City of Sault Ste. Marie relocated the portion of Canon Creek which abuts the eastern side of the landfill site. The creek was re-constructed farther from the active landfill disposal area with the approval of the Department of Fisheries and Oceans ('DFO') and the Sault Ste. Marie Region Conservation Authority ('CA'). One of the requirements of the agencies was that the creek be of equal or greater length. In order to meet this requirement several bends were added.

In the Fall, 2010, following a major rainfall event, an emergency repair was completed by Public Works staff. This was completed in consultation with the approval agencies noted above and with support of the Engineering and Planning Department. Through the inspection at that time, several other areas indicated erosion.

There are now several locations where stabilization is required and armour is needed on two of the outside corners of the creek. This work is essential in order to protect some of the monitoring wells and other infrastructure along the east side of the landfill site. Public Works staff will be able to complete the repair.

It is estimated that the cost to complete the work is \$25,000. Bill Freiburger, Commissioner of Finance has been consulted and indicates that the Landfill Site Reserve should be the City's source of funding for this effort.

The proposed work plan has been reviewed by both DFO and the CA with permission given to proceed with the job based on the condition that the in-water work be completed between June 15th and August 31st. Due to this restriction, it

5(y)

is imperative to complete the work as soon as possible. It is estimated that it will take approximately one (1) week to complete the job.

Recommendation

The Public Works and Transportation Department recommends that the shoreline stabilization work for a portion of Canon Creek be approved and that the Landfill Site Reserve be used to fund the effort.

Respectfully submitted,

Recommended for
Approval:



Susan Hamilton Beach, P. Eng
Deputy Commissioner, PWT



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

RECOMMENDED FOR APPROVAL



Joseph M. Pratesi
Chief Administrative Officer

Public Works & Transportation

The Corporation of the City of Sault Ste. Marie 128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 541-7000 ext. 224 ~ Fax: (705) 541-7010 www.cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-118

AGREEMENT: (E.3.4.4.) A by-law to authorize execution of an agreement between the City and STEM Engineering Group Incorporated dated the 10th day of May, 2011 for the inspection of all City aqueducts as deemed necessary, as part of the biennial inspection program.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" attached hereto, dated May 10th, 2011 and made between the City and STEM Engineering Group Incorporated.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

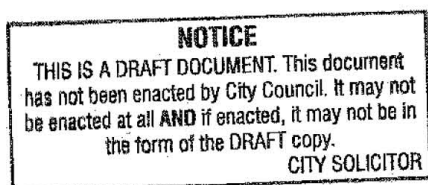
This by-law takes effect on the day of its final passing.

PASSED in open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

da Bylaws\2011\2011-118 Agreement aqueduct inspections



10(a)

SCHEDULE "A"
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 10th day of May

A. D. 2011

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform Aqueduct Inspections.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the inspection of all City aqueducts as deemed necessary, as part of our biennial inspection program.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**Electronic Data Files and CAD Files:**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES**2.01 Services to be provided by STEM Engineering Group Incorporated**

Four box culverts or aqueducts will be inspected for this project and a status report will be prepared outlining the condition and what, if any, remedial measures are required. The culverts are as listed:

- (a) Central Creek
- (b) Fort Creek
- (c) Clark Creek
- (d) Farwell Terrace

ARTICLE 3 – FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost**

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$130.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments – Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services During Construction

- (i) For all services, except for staff full-time continuously on site:

- a) Principals and Executives on Normal assignments\$130.00 per hour.

This rate will be reviewed annually and adjusted accordingly.

- b) Other Staff: Payroll Cost Plus 100%.

- (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

10(a)

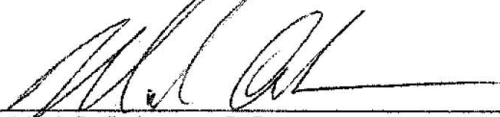
SIGNED, SEALED AND DELIVERED

in the presence of:

)
) Lorie Babcock LORIE BABCOCK
)
)
)

STEM ENGINEERING

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement



Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Debbie Amaroso

CITY CLERK – Malcom White

APPENDIX 1

ENGINEERING ESTIMATE

ENGINEERING ESTIMATE

Project: **Aqueduct Inspections - 2011**

Project No. **11045**

Description: **Condition Survey of All City Aqueducts**

Date: **April 29, 2011**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	10.00	\$130.00	\$1,300.00
FORT CREEK				
Field Portion	3 men for 4 days @ 8.5 day	102.00	\$115.00	\$11,730.00
Review/Compile/Report	Allow 5 days	37.50	\$130.00	\$4,875.00
	Clerical	6.00	\$45.00	\$270.00
CENTRAL CREEK				
Field Portion	Large Aqueduct 3 men for 1 day @ 7.5 day	22.50	\$115.00	\$2,587.50
	Small Aqueduct 3 men for 2 days @ 7.5 day	45.00	\$115.00	\$5,175.00
Review/Compile/Report	Allow 2 days	16.00	\$130.00	\$2,080.00
	Clerical	4.00	\$45.00	\$180.00
FARWELL TERRACE				
Field Portion	3 men for 2 days @ 7.5 day	45.00	\$115.00	\$5,175.00
Review/Compile/Report	Allow 3 days	22.50	\$130.00	\$2,925.00
	Clerical	4.00	\$45.00	\$180.00
CLARK CREEK				
Field Portion	3 men for 7.5 hrs	22.50	\$115.00	\$2,587.50
Review/Compile/Report	Allow 1 day	8.00	\$130.00	\$1,040.00
	Clerical	3.00	\$45.00	\$135.00
DISBURSEMENTS	Monitor rental (allow)			\$1,000.00
	Mileage (allow)			\$250.00
SUBTOTAL		348.00		\$ 41,490.00
13% HST				\$5,393.70
TOTAL				\$46,883.70

SPECIALTY SERVICES

Fees for specialty services are considered extra to the above. Should those services be required, a separate cost estimate will be provided to the City for review. Upon acceptance of the quotations, the service will be invoiced to the City at cost, plus 5%.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-124

AGREEMENT: (E.1.13.) A by-law to authorize a collective agreement between the City and the Sault Ste. Marie Emergency Medical Services Division.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a collective agreement in the form of Schedule "A" hereto attached between the City and the Sault Ste. Marie Emergency Medical Services Division (CAW-Canada Local 1120) to be effective from April 1, 2011 to March 31, 2014.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

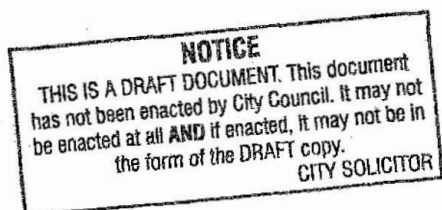
This by-law takes effect on the day of its final passing.

PASSED in open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/bylaws/2011/2011-124 ems agreement



Schedule A

COLLECTIVE AGREEMENT

-between-

SAULT STE. MARIE
EMERGENCY MEDICAL SERVICES DIVISION
FIRE SERVICES DEPARTMENT

-and-

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORT AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)



LOCAL 1120

FULL-TIME BARGAINING UNIT

&

PART-TIME BARGAINING UNIT

Expiry: March 31, 2014

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ARTICLE 1 – PURPOSE

- 1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.
- 1:02 Since the City is a public service institution required to provide ambulance services to the general public, it is understood by the parties that the Agreement shall not interfere with the operation of the Sault Ste. Marie Emergency Medical Services.

ARTICLE 2 – SCOPE

- 2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all of the permanent full and part-time Paramedics employed by the Fire Services Department of the Corporation of the City of Sault Ste. Marie.
- 2:02 It is understood that EMS Management Staff not subject to this collective agreement may perform the duties of the members of the bargaining unit at any time for instruction, experimentation or emergencies.

For the purposes of this article, an emergency situation is one in which there is imminent or potential danger to life or limb; where safety is at risk or where the safety of the community at large is immediately at risk. Emergency situations will not encompass any situation where the employer has advance knowledge of a requirement to replace a member of the bargaining unit or where, in the sole discretion of the Manager or his/her designate, there is sufficient time to call in staff.

Further, other employees not covered by the terms of this collective agreement shall not perform the duties that must be by law exclusively performed by members of this bargaining unit except for instruction, experimentation or in the case of emergency. It is understood that this clause does not apply to duties currently performed by other employees/persons not subject to this collective agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked, and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive control and direction over the methods, machinery and equipment and jurisdiction over all operations, buildings and tools which are the property of the City.

3:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

3:03 The City has the exclusive right to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time reasonable rules and regulations which shall not be inconsistent with the provisions of this agreement. Whenever possible the Unit Chairperson shall be consulted concerning any changes as outlined in this paragraph and such changes shall be posted on Bulletin Boards for five (5) days to give the employees time to acquaint themselves with these changes before they take effect.

3:04 **Certification:**

All employees, as a condition of employment, shall maintain all necessary certification to carry out their duties as required under provincial legislation and regulation.

It is also understood it is the sole responsibility of the employee as a condition of employment to promptly provide to the City the documentation supportive of qualifications and certification.

When the City requests from an employee verbally or in writing any documentation with respect to qualifications/certification, the employee will provide such documentation promptly. Any correspondence from the City requesting documentation from an employee will be copied to the union.

ARTICLE 4 – DEFINITIONS

4.01 "Employee" shall include only such persons coming within the scope of the bargaining unit.

4.02 "Primary Care Paramedic (PCP)" shall mean an employee holding an E.M.C.A. or an A/E.M.C.A. Certificate and is qualified in accordance with the Ambulance Act and applicable Regulations as well as possessing qualifications as required by the City to perform ambulance services duties.

4.03 "Work Group Leader" shall mean a Primary Care Paramedic assigned the responsibility for day to day leadership of the work group inclusive of duties such as assignment of work, ensuring completion of work, ensuring proper supplies are maintained, completion of documentation, monitoring and reporting of attendance and ensuring adherence to policies and procedures.

4.04 "Bargaining Unit" shall mean all Paramedics employed by the City at Sault Ste. Marie Emergency Medical Services Division of the Fire Services Department.

4.05 "Full-time Paramedic" is an employee working a regularly scheduled average of forty-two (42) hours per week.

- 4.06 "Part-time" shall be defined as an employee who is regularly scheduled and available to work thirty-two (32) hours or less per week and shall be available to report to work an average of thirty-two hours per week.

or

if on casual call-in to work, no more than eighty-four (84) hours in any given two (2) week pay period.

This clause does not preclude the employer calling in a part-time employee to work at premium rate if required.

- 4.08 Steward/Chairperson" shall mean an employee of the Corporation duly accredited as such by the Union.
- 4.09 "Manager" shall mean the Manager of Sault Ste. Marie Emergency Medical Services or official designate as determined by the City.

ARTICLE 5 – UNION SECURITY

- 5.01(a) The City and Union agree that employees shall be members of the Union as a condition of employment except as otherwise provided for by law. It is understood and agreed that the City shall not be required to discharge any employee that has been expelled or suspended from the Union. The City shall deduct from the salary of each employee, commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 5:02, provided such dues are to be uniformly levied for a period of not less than 12 months.

- (b) The City shall provide to the Union monthly a list with the following information:

- Employee Name
- Employee Number
- Union dues deducted per pay period.
- Union dues deducted to date in the year.
- Total Union dues deducted for the bargaining unit for the pay period.

If the union requires clarification with respect to the deduction of dues enquiry may be made to the Fire Services Department.

- 5.02 The City agrees to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected.
- 5.03 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.
- 5.04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

5.05 Posting of Seniority Lists

An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of 30 days in January of each year.

No objection will be taken by the Union or by any employee unless the notice of objection is given by the Union or an employee to the Manager within thirty (30) calendar days of the date of posting of the Seniority List by the City. The Union shall be furnished with a copy of the Seniority list each January of each year.

5.06 Bulletin Boards

The Union shall have the use of the bulletin boards as designated by the City on its premises. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union.

All out-dated notices shall be removed by the Union.

5.07 Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the City's premises without prior approval of the City.

For the purposes of meeting with the City, the Union has the right to have the assistance of the President of the Union and the National Representative of the Union.

5.08 Access to Personnel File

Employees may request access to his/her personnel file with written notice to the Commissioner of Human Resources. A meeting shall be arranged at a mutually convenient time for the employee to examine the file in the presence of the Commissioner or designate.

ARTICLE 6 – NO DISCRIMINATION

6:01 The Corporation, the Union and their agents agree not to discriminate against any employees because of their membership or non-membership in the Union or for any reason as set out in the Ontario Human Rights Code.

6:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will not cause or direct lockouts of its employees for the duration of this Agreement. Further, the Union agrees that there will be no strikes or any other collective action which will stop or interfere with the services of the City or the safety of employees/citizens for the duration of this Agreement.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

8.01 Committee Meetings

It is understood that a Union Committee member shall not suffer a loss of earnings for attendance at Grievance and Labour Management meetings with the Employer.

The Union acknowledges that stewards and committee members have regular duties to perform for the Corporation, and that they will not leave their regular duties without first obtaining permission from their immediate supervisor and such permission will not be unreasonably withheld. Upon resuming regular duties the stewards will report to their respective supervisors.

8.02 Grievance Committee

The City acknowledges the right of the Union to appoint or otherwise select two (2) Stewards from amongst the members. Such Stewards shall also serve as the Grievance Committee for the Union. The Union shall notify the City in writing of the names of the Stewards when appointed and when there is any change.

The Union shall notify the Commissioner of Human Resources with a copy to the Fire Chief of the names of the union stewards that will deal with grievances. The City shall not be required to recognize any steward for the purpose of dealing with grievances unless the City has been notified by the Union of the names of such stewards as determined by the Union.

8.03 Local Negotiating Committee:

1. Two (2) negotiating committee members will suffer no loss of pay for union meetings to prepare for collective bargaining and for meetings with the City for collective bargaining.
2. Leave of absence for the committee members for collective bargaining or to prepare for collective bargaining must be made in writing one (1) week in advance and are subject to the approval of the Fire Chief.
3. The bargaining committee members are responsible for arranging for their work replacements for Leave of Absence and informing the Fire Chief of such replacements.

4. The Union agrees to reimburse the Employer within thirty (30) days of the date of the invoice for the amount of wages paid by the City for the replacement of the bargaining committee members while on such leave.

8.04 Labour/Management Committee

The parties agree to establish a Labour Management Committee with equal representation from each party to deal with matters of mutual concern related to the workplace. It is agreed and understood that:

- Meetings will be scheduled as necessary upon request of either party at a mutually agreed time and location.
- Union members will not suffer a loss of pay for attendance at such meeting.
- Either party will inform the other in writing and at least one (1) week in advance of such meetings of the topics for the agenda of the meeting along with any other supportive documentation that the party wishes to submit.
- The Labour Management Committee shall not deal with any matter that is a subject of a grievance or is properly dealt with in collective bargaining.
- The Committee has no authority to make any decision to alter or amend the collective agreement nor to make any decision inconsistent with its provisions.
- The parties agree to make every effort to deal with the issues in a co-operative manner.

ARTICLE 9 – ADMINISTRATION OF DISCIPLINE

9.01 Discipline, Suspension & Discharge

Whenever the City deems it necessary to take disciplinary action inclusive of suspension or discharge, it is understood that the employee shall have the right to union representation when such discipline is imposed. A copy of the disciplinary letter given to the employee shall be provided to the union.

9.02 Letters of Reprimand Discipline Record Retention – Letters of Warning & Discipline

A verbal or written warning to an employee shall be removed from the employee's file after twenty-four (24) months, provided there have been no further verbal/ written warning or other disciplinary action given to the employee within such twenty-four (24) month period.

Letters of discipline, with the exception of suspensions, shall be removed from the employee's file after twenty-four (24) months provided there have been no further verbal/written warnings, letters of discipline or other disciplinary action given to the employee within such twenty-four (24) month period.

The above provisions will not apply if, in the City's opinion, the misconduct giving rise to the warning or other disciplinary action constituted patient abuse or a violation of the Ontario Human Rights Code.

ARTICLE 10 – GRIEVANCE PROCEDURE

10:01 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 and signed by the aggrieved employee. Grievances shall specify the clause or clauses in the Agreement that it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure.

(a) Complaint

Grievances shall first be dealt with as a complaint.

It is understood that there is no grievance until the Manager of Emergency Medical Services (EMS) or representative has first had the opportunity to adjust the complaint. Any resolution to a grievance at this step is understood to be without precedent or prejudice to either party.

(b) Grievance

If the Union and grievor are not satisfied with the resolution of the Complaint, the grievance may proceed to Step I of the grievance procedure. It is understood that the grievor may request the assistance of a Union Steward at any step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

STEP I The grievor shall discuss the case with the Fire Chief or representative. The Fire Chief or representative 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 five (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 five (5) working days of the hearing.

STEP IV If the Union considers that a satisfactory settlement was not reached in Step III, it may within five (5) working days of receipt of the Step III reply, invoke the Arbitration provisions of the Agreement.

10:02 Policy Grievance

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.

10:03 The time limits set out in both the Grievance and Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:04 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Manager EMS within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Each aggrieved employee shall sign the grievance. The Group Grievance shall be processed commencing at the Complaint Stage outlined in 10:01 (a).

10:05 Discipline & Discharge

An employee grievance with respect to discipline will commence at Step I of the grievance procedure. An employee grievance with respect to discharge will commence at Step II of the grievance procedure.

ARTICLE 11 – ARBITRATION PROCEDURE

11:01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the Ontario Labour Relations Act. An Arbitrator or Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

ARTICLE 12 – SENIORITY

12:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed by seniority in the reverse order in which they were laid off.

12:02 However it is understood and agreed that in all cases of promotion to a higher job class, job postings, decreases in forces and recall after layoffs the following factors shall be considered:

- (1) Experience, Qualifications and Ability to perform the work
- (2) Seniority

Where Experience, Qualifications and Ability to perform the work is considered to be equal, seniority shall be the determining factor.

12:03 A new employee shall be on probation until the employee has worked a period of six (6) months.

A new part-time employee shall be on probation until the employee has worked a period of one thousand and ninety-two (1092) hours.

A probationary employee terminated by the City during the probationary period shall not have recourse to the grievance procedure. For full-time employees, if retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work. For part-time employees, seniority shall be based upon hours worked from the most recent date of hire.

12:04 Seniority for full-time employees shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his/her employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
- (4) the employee is absent from work for three (3) consecutive 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 City agrees to provide at its cost all benefits set out in Article 21:00.
- (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00.
- (iii) the City 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 Safety Insurance Board (WSIB) is paid subject to the following conditions:

- (i) during the first twelve (12) months of such absence the City will provide at its cost all benefits set out in Article 21:00.
- (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
- (iii) the City agrees to maintain the seniority of such employee for a thirty six (36) month period after which employment will be terminated.

(6) an employee is absent from work for a period in excess of twelve (12) calendar months due to a layoff;

12:05 Part-time employees shall accumulate seniority on the basis of two thousand one hundred and eighty-four (2184) hours equals one (1) year.

Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff;
- (4) the employee is absent from work for three (3) consecutive working days without permission or just cause;
- (5) the employee is absent from work due to non-occupational or occupational illness or accident subject to the following conditions:
 - (i) the City agrees to maintain the seniority of such employee for a thirty six (36) month period, after which employment will be terminated;
- (6) an employee is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
- (7) the part time employee does not respond in the affirmative for five (5) consecutive offered shifts or shift call backs. The union and employee will be notified of the third "miss".

12.06 Notice of Layoff

Notice of Layoff will be in compliance with the Employment Standards Act.

12:07 Transfer to Positions Outside the Bargaining Unit

Employees selected by the employer to relieve in positions outside of the bargaining unit for a period of up to three (3) months shall be paid a premium of eight percent (8%) of their regular hourly rate for all hours worked in such relieving position.

ARTICLE 13 – CONTRACTING OUT

13:01 The parties hereby agree that there shall be no restriction on contracting out by the Corporation of the work or services of a kind and to the degree now performed by the employees represented in this collective agreement provided no full time employee will be laid off as a result of such contracting out.

ARTICLE 14 – JOB POSTING

14.01 Where a full-time vacancy occurs within the bargaining unit, such shall be posted by the Corporation for a period of seven (7) working days. All applications shall be made in writing within the posting period. A full-time employee may advise the Manager of EMS in writing of their interest in reverting to a Part-time position.

14.02 An existing employee who is the successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.

Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. The trial period may be extended upon mutual agreement of both parties.

14.03 Temporary Vacancies

Any temporary vacancy which occurs and is not expected to exceed sixty (60) days need not be posted and shall be offered in order of seniority to qualified employees.

Part-time employees selected to fill a temporary vacancy under this clause will continue to maintain their part-time status and upon completion of the assignment the employee will return to his/ her former position. If such temporary vacancy becomes a permanent vacancy and the incumbent part-time employee filling the vacancy temporarily becomes the successful applicant to the permanent position, such employee shall be credited with the hours worked in the temporary position towards bargaining unit seniority inclusive of the probationary period.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day of the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse (as defined by law), son, daughter, grandchildren, grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for one day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law. Attendance at the funeral or confirmed memorial service is required to qualify for bereavement leave.

15.02 Jury & Witness Duty

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown Witness.

For jury or Crown witness duty unrelated to the City's business, the City shall pay such employee the difference between their normal earnings and the payment they receive for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

When an employee is required to act as a Crown Witness on matters relating to the Employer's business, the City shall pay such employee the difference between their regular earnings and the payment they receive for such witness duty. Reimbursement for travel, accommodation and meals (subject to clause 22:01 Meal Allowance) to perform such witness duty shall be in accordance with City policy minus any payments received for such expenses from the Crown. The employee will present proof of service, the amount of pay and reimbursement received.

Where an employee is charged with a criminal or statutory offence flowing from the employee's paramedic duties and is subsequently acquitted by a court of such charges, the employee shall be reimbursed as determined by the City for any reasonable legal expenses incurred as a result of such charges. In the event of a dispute regarding reasonable legal expenses, the account shall be submitted for assessment pursuant to the Solicitor's Act.

15.03 Pregnancy and Parental Leave

The Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

15.04 Union Leave

Leave of absence for Union business shall be granted up to a maximum of fifteen (15) days per employee calendar year or a group total of 75 provided such leave does not interfere with the efficient operation of the Emergency Medical Services division.

Such leave shall be subject to the following provisions:

- a) Not more than two (2) employees are absent on any such leave at any one time and the leave for both employees shall not exceed the twenty (20) days total.
- b) The request for approval of such leave be made in writing to the Fire Chief at least seven (7) days prior to the commencement of such leave.
- c) Such request shall state the general nature of the function to be attended.
- d) The employees granted such Union Leave shall be responsible for arranging for their work replacements for the duration of the approved leave and advising the Fire Chief in writing of the names of the replacements at the time the request is made.
- e) The City shall maintain the regular wages of employees on such approved leave for the scheduled days of work falling within the leave period, provided the union reimburse the City within thirty (30) days of being invoiced for the wages and cost of benefits paid by the City for the replacement of the employees on approved union leave.
- f) Part time staff will be made available for such replacement on a case by case basis as approved by the Chief or designate. It is understood that if this results in premium cost to the City the Union will reimburse accordingly.

Note: Union leave for collective bargaining purposes is excluded from the annual maximum.

15.05 Personal Leave

The City may grant leave of absence without loss of seniority or occupational classification and without pay to any employee requesting such leave for a good and sufficient cause. An application for leave of absence shall be made at least one (1) month prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

It is understood that Leaves of Absence shall not be for employment with another employer.

15:06 Quarantine

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

ARTICLE 16 –REGULAR HOURS OF WORK AND WORKING CONDITIONS

16:01

- (a) Full-time Employees will be scheduled to work twelve (12) hour shifts on a four (4) day rotating schedule of two (2) day shifts and two (2) night shifts. Wages will be based upon an income averaging forty-two (42) hour work week.
- (b) It is understood that the City may change at its discretion the schedules of work at any time with thirty (30) calendar days notice to the Union. It shall be understood that daily hours of work may be adjusted by the employer as required for the efficiency and effectiveness of operations.
- (c) It is recognized that the Corporation provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the services and report for duty upon request.

16.02 Day-Light Savings

It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the change-over to daylight saving from standard time or vice versa.

16.03 Exchange of Shifts

Employees shall be allowed to change shifts with other employees provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays. Notwithstanding this privilege, employees shall not be allowed to change shifts that result in an employee working twenty-four (24) consecutive hours.

- (a) Employees wishing to change shifts will apply for a change to the workgroup leader in charge of the shift. Workgroup leader in charge of the shift shall mean the workgroup leader in charge on the day of the change of shift.
- (b) Twenty-four hours notice must be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.
- (c) Employees requesting a change of shift will see the Work Group Leader concerned while the Work Group Leader is on duty at the work place.

- (d) Employees requesting four (4) consecutive days off by shift changes must obtain the advance approval of the Manager of EMS.
- (e) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee working for gain or pay on exchange shift will be immediately suspended without pay from the department and be subject to disciplinary action.
- (f) Work Group Leaders in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.
- (g) Any employee who has promised to work for another employee and fails to report for duty or does not cover the shift if unable to work the exchanged shift shall forfeit three (3) days pay.
- (g) All Work Group Leaders in charge of shifts will ensure that paragraph (b) is adhered to. Failure to comply will result in the Work Group Leader losing and forfeiting pay for one (1) scheduled shift.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Call-back

All employees shall be subject to off shift callback at the discretion of the Fire Chief or designate. When off-shift full-time employees are called back they shall be paid a minimum of three (3) hours pay at a rate of time and one-half (1.5x) at the applicable rate of pay.

17.02 Overtime

Employees authorized to work more than their regular shift will be paid at time and one-half (1.5x) their regular rate of pay for the overtime worked calculated in quarter hour segments. Employees are not considered relieved from duty until they have arrived back at their respective assigned station and authorized to leave by the Work Group Leader.

ARTICLE 18 – ALLOWANCES

18.01 Travel Allowance

If employees are required to travel and a meal period occurs during that trip, each employee involved shall be reimbursed fifteen dollars (\$15) for such meal, to a maximum of forty-five dollars (\$45) per day (ie 3 meals). Employees shall be required to submit to the Manager of EMS a receipt for all meals claimed for reimbursement.

18.02 Uniform Allowance

Employees shall wear and properly maintain the uniforms provided by the City. Uniforms shall only be worn as directed by the Fire Chief.

Uniforms are the property of the City and Employees shall return the uniform to the City upon retirement or termination of employment.

18:03 Safety Footwear Allowance

All full time employees will be provided with an annual safety footwear allowance of one hundred and forty five dollars (\$145) ; increased to one hundred fifty dollars (\$150) effective April 1, 2012 and to one hundred fifty five dollars (\$155) effective April 1, 2013 for the purchase of C.S.A. approved safety footwear.

All part time employees will be provided with an annual safety footwear allowance of sixty five (\$65.00); increased to seventy dollars (\$70.00) effective April 1, 2012 and to seventy two dollars and fifty cents (\$72.50) effective April 1, 2013 for the purchase of C.S.A. approved safety footwear.

Such safety footwear shall be acceptable to the City, be CSA approved and be black in colour. Employees shall be required to wear safety footwear on duty.

ARTICLE 19 – PAID HOLIDAYS

19:01 The following holidays shall be recognized as paid holidays for all permanent full time employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Civic Holiday
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

19:02 Each eligible employee shall be paid ten point five (10.5) hours at their regular rate of pay for each of the twelve (12) holidays listed under 19:01 in lieu of time off. Such payment shall be made in the first full pay period in December of any given year.

Notwithstanding the preceding, in August of each year, employees may request to schedule up to three (3) consecutive, four (4) day blocks of paid holidays as vacation at the time of vacation signing, in accordance with Seniority. It is understood that this is subject to availability of vacation blocks and at no additional costs to the City. Approval of such requests will be at the discretion of the Fire Chief.

ARTICLE 20 – VACATIONS

- 20:01 All employees who have completed one (1) calendar year of service but less than five (5) years service shall receive eighty-four (84) hours of annual vacation at their regular rate of pay.
- 20:02 All employees who have completed five (5) years of service but less than ten (10) years of service shall be allowed one hundred and twenty-six (126) hours of vacation at their regular rate of pay.
- 20:03 All employees who have completed ten (10) years of service but less than fifteen (15) years of service shall be allowed one hundred and sixty-eight (168) hours of annual vacation at their regular rate of pay.
- 20:04 All employees who have completed fifteen (15) years of service but less than twenty (20) years shall be allowed two hundred and ten (210) hours of annual vacation at their regular rate of pay.
- 20:05 All employees who have completed twenty (20) years of service but less than thirty (30) years shall be allowed two hundred and fifty-two (252) hours of annual vacation at their regular rate of pay.
- 20:06 All employees who have completed thirty (30) or more years of service shall be allowed two hundred and ninety-four (294) hours of annual vacation at their regular rate of pay.
- 20:07 The period in which employees may take vacation shall run from the 1st day of January to the 31st day of December annually.
- 20:08 Employees who are off work without pay for thirty (30) days or more shall have their vacation entitlement reduced in proportion to such time absent from work.
- 20:09 Vacations shall be arranged by the Fire Chief or representative and shall be given to employees in accordance with seniority. Employees will be granted a maximum of eighty-four (84) hours of annual vacation at any one (1) signing.

ARTICLE 21 – HEALTH AND INSURED BENEFITS

WELFARE PLAN

- 21:01 It is agreed that for the permanent full-time employees covered by this agreement, the City shall pay 100% of the billed premium for Green Shield:

Semi-Private,
Extended Health Care

Vision Care \$270/24 months (effective the 1st of the month following the ratification of the Memorandum of Settlement); \$280/24 months effective April 1, 2012 and \$300/24 months effective April 1, 2013. Vision care amount to include laser eye surgery and eye exam up to the Vision Care amount 24 month maximum.

Prescription Drug Dispensing Fee Cap - \$10 per prescription (effective 1st of the month following ratification of the Memorandum of Settlement)

No OTC Drugs in Formulary;

Orthotic/Orthopedic Annual Cap \$400

Out of Province Travel Plan

Paramedical Benefit: Maximum of \$900 per calendar year (subject to reasonable and customary charges as determined by the benefit carrier) for any combination of the following services:

- Physiotherapist
- Registered Massage Therapist (Physician Referral Required)
- Chiropractor

Dental

Plan #9, with Rider #3, (Orthodontic, one thousand five hundred (\$1,500 limit)), at current ODA minus two (2) year.

Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, for which the City will pay 100% of the billed premium. It is agreed that the full E.I. rebate on premiums shall be retained by the City.

Coverage for new full time employees shall be effective as follows:

- (a) Extended Health Care – 1st day of the month following date employed.
- (b) Dental – 1st day of the month following completion of three (3) months service.

21:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The City will pay 100% of the billed premium for this benefit.

21:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.

21:04 All employees upon retirement may revert to \$1,000 Group Life Insurance, 100% of the cost to be paid by the employee.

21:05 All Permanent Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, for which the City will pay 100% of the billed premium.

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

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
- (b) The gross monthly income payable 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.

21:06 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 (320925)

Great West Life (320925)

21:07 The City agrees to cover the payment of premiums for Green Shield Extended Health Care, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.

21:08 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 21:01, 21:02 and 21:05.

21:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.

21:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

21.11 Pension Plan

All eligible employees covered by this agreement will participate in the Ontario Municipal Employees Retirement System (O.M.E.R.S.) in accordance with applicable statutes.

Employees shall retire at the end of the month in which they turn age 65 years old.

21.12 Benefits for Part-time Employees

Part-time employees shall receive in lieu of all employee benefits inclusive of Paid Holidays, an amount equal to fourteen percent (14%) of the employee's straight time hourly rate for all straight time hours worked. It is understood that 4% vacation pay is not included in the Premium in Lieu.

ARTICLE 22 – SICK LEAVE

22.01 The provisions of this article cover full-time employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illnesses covered by the W.S.I.B..

22.02 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.

An employee who is absent due to illness or Leave of Absence for the major portion of the Employees regularly scheduled hours in any month shall not accumulate sick leave as outlined above.

22.03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.

22.04 The length of service shall be calculated from the date of employment with the City and such service must be continuous from said date of employment.

22.05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of one hundred and eighty (180) working days.

22.06 Recognized days off shall not be deducted from the accumulated sick leave.

22.07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a physician, if requested by the Fire Chief or designate.

22.08 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment.

ARTICLE 23 - COMPENSATION

23.01 Hourly Rates to be reflected in Schedule A.

23.02 PAYMENT OF WAGES

Direct Deposit

The City shall electronically direct deposit the employees net pay into an account specified by the employee. Such pay shall be on a bi-weekly basis except when prevented by a holiday, in which case regular pay will be advanced by one day. A statement of bi-weekly earnings showing deductions shall be provided to each employee for each bi-weekly paid period.

ARTICLE 24 – RETROACTIVITY

Retroactivity to April 1, 2011 for all active employees and those employees who retired between April 1, 2011 and the date of the implementation of the Memorandum of Settlement.

ARTICLE 25 – DURATION

- 25.01 This agreement shall be effective from April 1, 2011 to the 31st day of March 2014 and from year to year thereafter unless either party notifies the other in writing of its desire to terminate or 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.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Debbie Amoroso (MAYOR)

Malcolm White (CLERK)

LOCAL 1120 - CAW-CANADA
SAULT STE MARIE EMERGENCY MEDICAL
SERVICES DIVISION

Steve Olsen

Jake Thomas

Rob Giovagnoli

Andy Savelle

10(b)

SCHEDULE A

SALARY SCHEDULE APRIL 1, 2011 - MARCH 31, 2014

Rank	April 1, 2011	April 1, 2012	April 1, 2013
PCP			
Year 1 Level 1	\$31.741	\$32.376	\$33.024
Year 2 Level 2	\$32.725	\$33.380	\$34.048
Year 3 Level 3	\$33.707	\$34.381	\$35.069
Workgroup Leader			
110% of PCP Level 3	\$37.078	\$37.820	\$38.576

LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Labour/ Management Committee:

Matters such as workplace re-organization may be discussed at the Labour Management Committee as may be required from time to time.

The parties agree to meet during the term of the Collective agreement in the Labour Management forum to discuss welfare benefits and methods by which to contain the escalating costs of these benefits.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Education:

Further it is understood that the City will pay a total annual of eight (8) hours at time and one-half (1.5x) for mandatory Defibrillation and Symptom Relief re-certification.

It is understood that if the above noted training is scheduled during an employee's approved vacation, the employee may request the City to re-schedule his/her vacation occurring during the date(s) of the training to an alternate date(s). Such request shall be subject to the approval of the Chief of Fire Services or designate.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Paramedic Training

The City reserves the right to determine and schedule training. The policy of the City is where an employee is directed by the employer to attend work-related training, the employer will pay for such training in accordance with City policies.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #4

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Violence Against Women & Women's Advocate.

The City has a policy dealing with this issue and is very sensitive to personal issues that negatively affect the employee and their attendance at work. The City actively assists victims and perpetrators of domestic violence and has a Domestic Violence policy as well as an Employee Assistance Program to help employees with this issue.

The City and the Union agree to co-operate with respect to addressing employee domestic violence issues. The Union will designate or otherwise select one of the Stewards to act as a contact person for domestic violence issues and the Steward will work with the City's Disability Case Manager with respect to these matters.

It is understood that a person who is involved in a violent or abusive domestic situation will not be subject to discipline without the employer giving consideration to the facts, of which the employer is made aware, of the individual case inclusive of medical information from a qualified medical practitioner and the circumstances surrounding the incident(s) otherwise supportive of discipline.

Also, the designated Steward will also deal with the City's Disability Case Manager with respect to Women's issues in the workplace.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Disabled Employees and Modified Work

The City recognizes its responsibility to accommodate injured and disabled employees. Also, it is accepted that the Union has a duty to co-operate with the employer's efforts and the Union will designate an individual as a contact for the City's Disability Case Manager to deal with regarding disabled employees, modified work and accommodation efforts.

The City agrees an employee may request the presence of the designated Union disability representative in meetings with the employer.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

10(b)

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Health & Safety Committee

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

10(b)

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Workplace Harassment

The City and the Union are committed to ensuring the workplace is free from harassment as defined by the Human Rights Code.

The City and Union agree to co-operate in resolving harassment complaints. The City has a Code of Conduct and a Workplace Harassment policy designed to address harassment concerns. Employees who have harassment concerns are encouraged by the parties to follow the policies.

Employees who are proceeding with a harassment complaint per City policy may request the presence of a Union representative throughout the process.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #8

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Vacation Selection

- (a) There is a separate Vacation & Statutory Holiday Schedule for each Platoon. The procedure and schedule will be kept in the Work Group Leaders' Office at #1 Fire Station.
- (b) Personnel will sign for two weeks vacation at each signing; however, these weeks do not have to be taken consecutively.
- (c) The current practice and such selection practice may be altered by the City at its sole discretion with advance notice of such change to the Union in writing prior to the vacation selection period in any given year.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #9

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Paid Education Leave

The city agrees to pay to the Union a one time lump sum payment of one thousand dollars (\$1000.00) with respect to the Union Education Leave.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #10

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

Re: Investigative Protocol

The City confirms that it supports and encourages the attendance of a representative of union when the City is meeting with an employee in an investigation that may result in disciplinary or other action against the employee.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

The City and the Union agree on the importance and value of on-going training and development of Paramedics. The City endeavours to provide appropriate training within its budgetary constraints to advance the skills of Paramedics.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

10(b)

LETTER #12

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE FIRE SERVICES - E.M.S.

and

C.A.W. LOCAL 1120

ADVANCE FOR PENDING WSIB CLAIM

The City will pay to a full-time employee who is unable to attend work as a result of an occupational injury/illness for which there is a pending WSIB claim, a maximum of \$1,600 per pay period for up to a maximum of two (2) pay periods.

The employee shall be responsible for full repayment to the City of the amount paid to the employee no later than two (2) calendar weeks following the second pay period outlined above.

This Letter shall only be in effect on a trial basis for one (1) year following implementation in 2008. The parties agree to meet and discuss this Letter in April 2009. This Letter shall be subject to renewal only by mutual agreement of the parties.

Signed this 31st day of March, 2011

FOR THE UNION

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

FOR THE CITY

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

10(b)

ESSENTIAL SERVICES AGREEMENT
THE CORPORATION OF THE CITY OF SAULT STE MARIE
&
C.A.W.

Date: March 31, 2011

The following is the Essential Services Agreement between the parties as required pursuant to the Ambulance Services Collective Bargaining Act:

PREAMBLE

Whereas the City of Sault Ste. Marie has assumed control of Land Ambulance Services on behalf of the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) effective April 1, 2002.

Whereas the Union and the City have negotiated previous collective agreements in accordance with the Ontario Labour Relations Act.

Whereas the parties wish to ensure the provision of essential ambulance services in the event of a strike or lockout.

Whereas the Union and City agree that the maintenance of essential services during a strike or lockout is the joint responsibility of the parties due to the fact that the absence of such services poses an immediate and serious danger to the health and safety of the public.

Whereas the Union and the City agree this Essential Services Agreement will be incorporated as an Appendix in the new collective agreement and remain in effect in the event of a strike or lockout from the date of signing.

The parties therefore agree to the following:

1. In the event of a strike or lockout as defined under the Ontario Labour Relations Act, it is understood and agreed that those employees required to work under this agreement will perform their assigned duties as outlined in Item #2 below.

Staffing and scheduling will continue to be done by the Employer and Union on a rotational basis, among all paramedics for the required shifts, per the Schedule provided to the employees. There will be a maximum of eight (8) paramedics per platoon on a day shift (as a result of the service to Garden River First Nation) and a maximum of 6 paramedics per platoon on night shift. Such shifts will be assigned by the Employer to work during such strike or lockout. The City agrees there shall be no lockout of employees so assigned.

2. The parties agree that the dispatch of land ambulance in the event of a work stoppage will be in accordance with the current operating procedures, practices and definitions of the Ministry of Health priority codes and dispatch from the Central Ambulance Communication Centre.
 - (i) Ambulances shall respond to all Code 3 and Code 4 calls in accordance with all normal procedures.
 - (ii) Code 2 calls shall be performed when a delayed or missed treatment can adversely affect the patient's condition or well being. The return portion of all scheduled Code 2 calls will be completed. Examples of Code 2 calls which shall be performed include, but not limited to; oncology treatments, cardiac diagnostic procedures, dialysis treatment, air ambulance or commercial aircraft departures or arrivals.
 - (iii) Code 1 routine deferrable transfer requests will not be responded to by the paramedics for the duration of the legal strike.
3. The provisions of the Collective Agreement, upon ratification by the parties, shall continue to apply to employees during a legal strike.
4. The Union agrees that there shall be no reprisals by the Union or its members against employees who are required to work during a legal strike. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by employees during a strike.
5. The Union shall ensure ambulances and Fire vehicles are allowed to pass through picket lines without stopping.
6. It shall be understood and agreed by the parties that in the event of an emergency or potential emergency as declared by the Fire Chief or designate, the Fire Chief or designate may direct any or all paramedics to work whether scheduled or not to respond to such emergency. Paramedics shall be required to report for duty and work in response to such emergency and shall be compensated for time worked with respect to such emergency in accordance with the collective agreement.

Signed this 31st day of March, 2011

FOR THE UNION

FOR THE CITY

"Andy Savala"
"Rob Giovagnoli"
"Steve Olsen"
"Jake Thomas"

"Peter Niro"
"Marcel Provenzano"
"Robert Rushworth"

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-119

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CLERK –MALCOLM WHITE

cf Bylaws\2011\2011-119Parking Officers – Private lots

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

<u>BARGE NO.</u>	<u>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
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR, DEREK	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
59	BARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC, JOHN, LUOVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113	TAYLOR, GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE, RICARD, 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./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
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.
186	HARMAN, JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196	SEABROOK, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON, STEPHEN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
241	COGHILL, ROBIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
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 MALL/CHURCHILL & PINE PLAZA/TENARIS
267	CORBIERE, JOHN (TED)	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
274	DAVIDSON, JAMES	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
276	SMITH, DENNIS, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297	SWIRE, WILLIAM, JAMES	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
314	AASEN, PAULINE	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
321	LORENZO COREY	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
334	MILLER, BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO, DONALD	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
342	PICK, DENNY	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
343	CHILLMAN, JODI	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
344	HARPE, KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL, RODDY	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
346	HAZELTON, MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354	STEEVES, ROBERT	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
366	TROINOW, VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL, MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE, ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN, ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	BADGERO, PAUL	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
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
391	MCLEOD, HEATHER	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
396	THOMAS, RANDELL	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
404	HUDSON, BRIAN	CORPS OF COMM	22 BAY ST. (FEDERAL BUILDING)
405	MATCHETT, CASEY	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
406	LEBLANC, GERGE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
410	POYNER, HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE, ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL, MICHAEL	CORPS OF COMM	SAULT HOSPITAL
420	FABIANO, ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
423	VANDERKLUFT, DYLAN	CORPS OF COMM	SAULT HOSPITAL
428	DIAS, JASON	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
430	RUSCIO, DOMINIC	MAJOR CONST.	TRAVELODGE
431	DICKSON, SHANE	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
433	MAJOR, ROBERT	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
435	TRUMBLE, GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE, NATASHA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
439	LAMBERT, JOSEPH	UNIT PARK	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE
440	HAMMERSTEDT, ERIC	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
441	WILSON, DAVID	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
442	MACLENNAN, MATTHEW	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
443	MARCIL, MARK	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
444	MARSHALL, JONATHAN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
446	HALLIDAY, DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAULT, JESSE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
450	CHAPMAN, DANIEL	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
452	ROGERS, RICHARD	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
453	DERASP, RICHARD	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
455	BOYCHUK, BLAINE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	A. UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
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
461	DUNN, PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL
462	SAULT, JAMES	CORPS OF COMM	SAULT AREA HOSPITAL

10(C)

463	MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465	DELAVALLE,DON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
466	LAFORCE,JULIE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
467	BERNIER,JUNE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
468	AGNEW,BRENDAN	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
469	SANTELLI,DOMINIC	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
471	STOYCHEFF,CHRISTOPHER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
472	BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
473	MCCAIG,BRANDON	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
475	TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./S COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER
477	BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479	GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480	TELFORD,JASON	CORPS OF COMM	SAULT AREA HOSPITAL
481	FORD,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
482	LEWECHELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
483	DARCY,ROY	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
486	LONGO,NADIA	GT.NORTHERN RET HOME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
491	GRISDALE,KYLE	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
492	PARKER,MICHAEL	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	A.UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL & PINE PLAZA/TENARIS
494	SHEWFELT,CODY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-121

REGULATIONS: (R.1.2.1.) A by-law to amend By-law 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for Echoes of the World Drum Festival taking place at Algoma University on July 1 and 2, 2011.

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 NOISE CONTROL BY-LAWS**

Despite the provisions of By-law 80-200 or By-law 4100, the discharge of noise from the area of Algoma University shall be deemed not to be violations of either By-law 80-200 or By-law 4100 on the following date and time to facilitate Echoes of the World Drum Festival:

July 1, 2011 – 10:00 p.m. to 12:00 a.m..

2. **EFFECTIVE DATE**

This by-law is effective on July 1, 2011.

PASSED in Open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

Bylaws\2011\2011-121 Drum festival noise exemption

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CITY SOLICITOR

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-120

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 24, 2011 to facilitate the Italian festival.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF CATHCART STREET**

Council hereby authorizes the closing to vehicular traffic of Cathcart Street from Hudson Street to Carmen's Way on July 24, 2011 from 11:00 a.m. to 12:00 a.m. to facilitate the Italian Festival.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Bylaws\2011\2011-120 Temp. St. Closing Italian Festival

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CITY SOLICITOR

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-123

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 8, 2011 to facilitate the Kiwanis Invitational Walleye Tournament, Parade of Boats and CSP Meet and Greet.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF ST. MARY'S RIVER DRIVE**

Council hereby authorizes the closing to vehicular traffic of St. Mary's River Drive from Station Mall Zellers entrance to Station Mall Sears entrance on July 8, 2011 from 4:00 p.m. to 9:00 p.m. to facilitate the Kiwanis Invitational Walleye Tournament, Parade of Boats and CSP Meet and Greet.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Bylaws\2011\2011-122 Temp. St. Closing walleye

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-122

TRAFFIC: (T.2.1.) A by-law to amend Schedules "A" and "D" to Traffic By-law 77-200.

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

1. **SCHEDULE "A" OF BY-LAW 77-200 AMENDED**

Schedule "A" of Traffic By-law 77-200 is amended as follows:

The following are deleted from Schedule "A":

<u>"NO."</u>	<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
405	Metzger St	North	15m West of Goetz St.	15m East of Central St.	0900 hrs to 1100 hrs 1400 hrs to 1700 hrs Saturday, Sunday & Holidays excepted
406	Metzger St	South	Goetz St	Central St.	Anytime
407	Metzger St	Both	Goulais Ave	Central St.	0900 hrs to 1100 hrs 1400 hrs to 1700 hrs Saturday, Sunday & Holidays excepted
391	McAllen St	South	Goulais Ave	First lane West of Goulais Ave	Anytime
392	McAllen St	South	First lane West of Goulais Ave	Spadina Ave.	Nov. 1 st to March 31 st
254	Goetz St.	East & West	Young St.	Metzger St.	0900 hrs to 1100 hrs 1400 hrs to 1700 hrs Saturday, Sunday & Holidays excepted
255	Goetz St.	East & West	Young St.	Wallace Terr.	Anytime
59	Bonney St	North	Goulais Ave.	Letcher	1500 hrs to 1700 hrs Sunday excepted
60	Bonney St	North	Spadina Ave.	Goulais Ave.	0600 hrs to 0900 hrs
61	Bonney St	South	Goulais Ave.	Central St.	Anytime
62	Bonney St	North	Letcher St.	Central St.	Anytime
63	Bonney St	South	Goulais Ave.	Pittsburgh St.	Anytime
64	Bonney St	South	Spadina Ave.	Pittsburgh St.	0600 hrs to 0900hrs
487	Pittsburgh St.	West	49m north of Young St.	East Balfour St.	Anytime
565	Spadina Ave.	East	49m north of Young St.	Wallace Terr.	Anytime
566	Spadina Ave.	East	61m south of Young St. (south limit of Bayview School property)	Young St.	Anytime
567	Spadina Ave.	West	Bonney St.	South limit of Spadina Ave.	1430 hrs to 1630 hrs"

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2. **SCHEDULE "D" OF BY-LAW 77-200 AMENDED**

Schedule "D" of Traffic By-law 77-200 is amended as follows:

<u>"NO."</u>	<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
7	Bonney St.	North & South	Central St.	Goetz St.	Anytime"

3. **EFFECTIVE DATE**

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

PASSED in Open Council this 27th day of June, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Consolidated Financial Statements of

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

Year ended December 31, 2010

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Financial Statements

Year ended December 31, 2010

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City") are the responsibility of the City's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The finance committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer

Commissioner of Finance & Treasurer

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

We have audited the accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City"), which comprise the consolidated statement of financial position as at December 31, 2010, the consolidated statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2010, and its consolidated results of operations and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Accountants, Licensed Public Accountants
June 27, 2011
Sault Ste Marie, Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Financial Position

Year ended December 31, 2010, with comparative figures for 2009

	2010	2009
Financial assets:		
Cash and cash equivalents	\$ 36,555,017	\$ 48,610,495
Taxes receivable	6,832,002	8,385,288
Accounts receivable	23,296,921	21,278,661
Other current assets	1,160,826	1,218,872
Investment in PUC Inc. (note 5)	63,905,996	62,990,855
	<u>131,750,762</u>	<u>142,484,171</u>
Financial liabilities:		
Accounts payable and accrued liabilities	25,136,502	21,396,725
Temporary advances from trust funds	853,269	228,081
Future employee benefit obligations (note 11)	29,852,135	26,797,791
Deferred revenue (note 3)	2,824,253	2,769,120
Landfill closure and post closure liability (note 12)	14,376,905	14,168,422
Net long-term liabilities (note 4)	17,936,258	20,440,876
	<u>90,979,322</u>	<u>85,801,015</u>
Net financial assets	40,771,440	56,683,156
Non-financial assets:		
Tangible capital assets (note 13)	402,639,960	386,821,460
Prepaid expenses	5,110	24,364
Inventories	2,018,128	1,976,467
	<u>404,663,198</u>	<u>388,822,291</u>
Commitments (note 9)		
Contingent liabilities (note 10)		
Accumulated surplus (note 14)	\$ 445,434,638	\$ 445,505,447

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2010, with comparative figures for 2009

	Budget (unaudited)	2010	2009
Revenue:			
Property taxation	\$ 90,457,170	\$ 90,343,766	\$ 86,609,429
Taxation from other governments	4,453,230	4,440,907	4,439,667
Fees and user charges	51,911,387	51,524,601	47,753,069
Government grants	26,941,974	42,817,251	47,369,946
Investment income	5,805,000	5,492,957	5,448,728
Other	918,006	2,514,882	2,040,520
Gain on disposal of tangible capital assets	-	32,865	152,013
PUC Inc. operating results	-	1,525,221	1,950,938
Total revenue	180,486,767	198,692,450	195,764,310
Expenses:			
General government	13,225,970	14,298,802	12,542,956
Protection services	36,740,651	37,522,145	35,709,635
Transportation services	30,998,040	33,100,014	31,945,742
Environmental services	18,523,333	19,670,512	18,505,034
Health services	7,503,605	7,626,613	6,839,774
Social and family services	28,607,133	28,350,681	30,348,857
Social housing	2,194,445	2,310,037	2,202,880
Planning and development	3,778,665	5,990,309	5,911,906
Recreation and cultural services	13,583,204	14,876,529	15,004,100
Contribution to new hospital construction	-	19,684,952	-
Amortization	-	15,332,665	14,446,049
Total expenses	155,155,046	198,763,259	173,456,933
Annual surplus (deficit)	25,331,721	(70,809)	22,307,377
Accumulated surplus, beginning of year	445,505,447	445,505,447	423,198,070
Accumulated surplus, end of year	\$ 470,837,168	\$ 445,434,638	\$ 445,505,447

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Change in Net Financial Assets

Year ended December 31, 2010, with comparative figures for 2009

	Budget (unaudited)	2010	2009
Annual surplus (deficit)	\$ 25,331,721	\$ (70,809)	\$ 22,307,377
Acquisition of tangible capital assets	(26,349,777)	(31,369,097)	(41,282,582)
Amortization of tangible capital assets	-	15,332,665	14,446,049
Gain on sale of tangible capital assets	-	(32,865)	(152,013)
Proceeds on sale of tangible capital assets	-	250,799	289,572
	(1,018,056)	(15,889,307)	(4,391,597)
Change in prepaid supplies	-	19,255	2,825
Change in inventories of supplies	-	(41,661)	86,065
Change in net financial assets	(1,018,056)	(15,911,713)	(4,302,707)
Net financial assets, beginning of year	56,683,155	56,683,155	60,985,863
Net financial assets, end of year	\$ 55,665,099	\$ 40,771,442	\$ 56,683,156

The accompanying notes are an integral part of these consolidated financial statements

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Cash Flows

Year ended December 31, 2010, with comparative figures for 2009

	2010	2009
Cash provided by (used in):		
Operating Activities:		
Annual surplus (deficit)	\$ (70,809)	\$ 22,307,377
Items not involving cash:		
Amortization	15,332,665	14,446,049
Gain on sale of tangible capital assets	(32,865)	(152,013)
Developer contributions of tangible capital assets	(197,645)	(141,004)
Change in future employee benefit obligations	3,054,344	2,166,366
Change in landfill closure and post-closure liability	208,483	349,212
PUC Inc. operating results	(1,525,221)	(1,950,938)
Change in non-cash assets and liabilities:		
Taxes receivable	1,553,286	(1,720,120)
Accounts receivable	(978,400)	(8,266,768)
Prepaid expenses	19,254	2,825
Other current assets	58,046	799,357
Inventories	(41,661)	86,065
Accounts payable and accrued liabilities	3,429,729	1,083,253
Deferred revenue	55,133	(151,313)
Temporary advances from trust funds	625,187	140,868
Net change in cash from operating activities	21,489,526	28,999,216
Capital Activities:		
Proceeds on sale of tangible capital assets	250,800	289,572
Cash used to acquire tangible capital assets	(31,171,453)	(41,141,579)
Net change in cash from capital activities	(30,920,653)	(40,852,007)
Investing Activities:		
PUC Inc. dividends received	610,080	610,080
Financing Activities:		
Proceeds from long-term liabilities	-	4,844,637
Repayment of long-term liabilities	(3,234,431)	(2,935,412)
Net change in cash from financing activities	(3,234,431)	1,909,225
Net change in cash	(12,055,478)	(9,333,486)
Cash and cash equivalents, beginning of year	48,610,495	57,943,981
Cash and cash equivalents, end of year	\$ 36,555,017	\$ 48,610,495

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

The City of Sault Ste. Marie (the "City") is a municipality that was created on January 1, 1950 pursuant to the City Act. The City provides municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations.

1. Significant accounting policies:

The consolidated financial statements of The City of Sault Ste. Marie (the "City") are prepared by management in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board ("PSAB") of the Canadian Institute of Chartered Accountants. Significant accounting policies adopted by the City are as follows:

(a) Basis of consolidation:

(i) Consolidated entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City except for the City's government business enterprises which are accounted for on the modified equity basis of accounting.

These entities and organizations include:

Sault Ste. Marie Police Services Board
City of Sault Ste. Marie Public Utilities Commission
Sault Ste. Marie Public Library

Interdepartmental and inter-organizational transactions and balances between these entities and organizations have been eliminated.

(ii) Investment in Government Business Enterprises

The City's investment in PUC Inc. is accounted for on a modified equity basis, consistent with Canadian generally accounting principles as recommended by PSAB for investments in PUC Inc. Under the modified equity basis, PUC Inc.'s accounting policies are not adjusted to conform with those of the municipality and inter-organizational transactions and balances are not eliminated. The City recognizes its equity interest in the annual income or loss of PUC Inc. in its consolidated statement of operations with a corresponding increase or decrease in its investment asset account. Any dividends that the City may receive from PUC Inc. will be reflected as reductions in the investment asset account.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

1. Summary of significant accounting policies (continued):

(iii) Related entities:

The consolidated financial statements do not reflect the assets, liabilities, sources of financing, expenditures and the activities of the following Boards and enterprises which are not under the control of Council.

Algoma Health Unit
District of Sault Ste. Marie Social Services Administration Board
Board of Management of Queenstown
The Sault Ste. Marie Central Business District Improvement Area
Board of Management of City Centre Business Improvement Area
Sault Ste. Marie Public Region Conservation Authority

(iv) Trust funds:

Trust funds and their related operations administered by the City are not included in their consolidated financial statements.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Government transfers:

Government transfers received relate to social services, child care, housing and health programs. Government transfers paid relate to social services programs. Transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

(d) Temporary investments:

Temporary investments are recorded at the lower of cost and market value.

(e) Inventories:

Inventories held for resale are stated at the lower of cost and net realizable value, while inventories of supplies are stated at lower of cost and replacement value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

1. Significant accounting policies (continued):

(f) Deferred revenue:

Deferred revenues represent licenses, permits and other fees which have been collected, but for which the related services or inspections have yet to be performed. These amounts will be recognized as revenues in the fiscal year the services are performed.

(g) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less (if applicable) residual value of the tangible capital assets excluding land, are amortized on a straight line basis over their estimated useful lives as follows:

Asset	Useful Life-Years
Landfill and land improvements	10-30 years
Buildings and building improvements	10-60 years
Vehicles	3-15 years
Machinery and equipment	5-25 years
Infrastructure	15-100 years

Half year amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions for tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also recorded as revenue.

iii. Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property, are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

1. Significant accounting policies (continued):

(h) Use of estimates:

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Significant estimates include assumptions used in estimating provisions for accrued liabilities, landfill liability and in performing actuarial valuations of employee future benefits.

In addition, the City's implementation of the Public Sector Accounting Handbook PS3150 has required management to make estimates of historical cost and useful lives of tangible capital assets.

Actual results could differ from these estimates.

(i) Employee future benefits:

- i. The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board ("WSIB") Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, benefits under the Workplace Safety and Insurance Board Act and life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulated over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

- ii. The costs of multi-employer defined contribution pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

1. Significant accounting policies (continued):

(I) Landfill liability:

The liability for closure of operational sites and post-closure care has been recognized based on estimated future expenses, estimated inflation and the usage of the site's capacity during the year.

2. Tax revenues:

Property tax billings are prepared by the City based on an assessment roll prepared by the Municipal Property Assessment Corporation ("MPAC"), an agency of the Ontario government. All assessed property values in the City were reviewed and new values established based on a common valuation date which was used by the City in computing the property tax bills for 2010. However, the property tax revenue and tax receivables of the City are subject to measurement uncertainty as a number of significant appeals submitted by ratepayers have yet to be heard.

The City has established a contingency reserve for tax appeals and other items in the amount of \$2,004,638 (2009 - \$1,017,138). Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined.

3. Deferred revenue:

The balances in the deferred revenue of the City consist of:

	2010	2009
Development charges act	\$ 344,255	\$ 340,208
Provincial Gas Tax	9,929	135,738
Federal Gas Tax	563,606	178,107
Parkland	281,221	233,627
Building permits Bill 124	1,625,242	1,881,440
Total deferred revenue	\$ 2,824,253	\$ 2,769,120

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

3. Deferred revenue (continued):

Continuity of deferred revenue is as follows:

	2010	2009
Balance, beginning of year:		
Development charges act	\$ 340,208	\$ 337,623
Provincial Gas Tax	135,738	132,961
Federal Gas Tax	178,107	270,520
Parkland	233,627	285,281
Building permits Bill 124	1,881,440	1,894,048
	2,769,120	2,920,433
Other revenue	45,175	25,303
Interest earned	21,832	14,833
Total revenue	67,007	40,136
Contributions used	(11,874)	(191,449)
Balance, end of year	\$ 2,824,253	\$ 2,769,120

4. Net long-term liabilities:

	2010	2009			
Total long-term liabilities incurred by the City	\$ 17,936,258	\$ 20,440,876			
Principal payments due on net long-term liabilities for the next five fiscal years and thereafter are as follows:					
	2011 to 2015	2016 to 2020	2021 and thereafter	2010 Total	2009 Total
From general municipal revenues	\$9,348,509	\$6,897,341	\$1,690,408	\$17,936,258	\$20,440,876

The annual principal and interest payments required to service the long-term obligations of the City are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

The long-term obligations issued in the name of the City have received approval of the Ontario Municipal board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

4. Net long-term liabilities (continued):

The above long-term debt has various maturity dates and interest rates ranging from due on demand to 2021 and 0% to 8.07% respectively.

Interest paid in the year and included in current expenditures is \$1,051,500 (2009 - \$1,173,213).

5. Investment in PUC Inc.:

PUC Inc. is a business enterprise of the City, and is accounted for on a modified equity basis.

PUC Inc. is incorporated under the laws of the Province of Ontario and provides municipal electrical distribution and other services to the residents of Sault Ste. Marie. The City owns 100% of the outstanding shares of PUC Inc. The note payable of \$6,720,000 is unsecured, bears interest at 8.5% per annum, and is payable one year after demand. The note payable of \$25,000,000 is unsecured, bears interest at rates negotiated periodically, and is payable one year after demand.

	2010	2009
Financial Position:		
Current assets	\$ 33,144,831	\$ 31,834,693
Future income tax assets	3,061,800	3,497,400
Capital assets	50,734,173	49,000,149
Regulatory assets	4,789,723	3,454,816
Total assets	\$ 91,730,527	\$ 87,787,058
Current liabilities	\$ 16,238,363	\$ 14,306,578
Employee future benefit obligations	1,302,203	1,194,188
Notes payable	36,720,000	35,220,000
Regulatory liabilities	5,283,965	5,795,437
Total liabilities	59,544,531	56,516,203
Shareholder's equity	32,185,996	31,270,855
Total liabilities and equity	\$ 91,730,527	\$ 87,787,058
Results of Operations:		
Revenues	\$ 78,362,493	\$ 76,004,695
Expenditures	(76,649,472)	(72,640,957)
Provision for payment in lieu of taxes	(187,800)	(1,412,800)
Net income for the year	\$ 1,525,221	\$ 1,950,938

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

5. Investment in PUC Inc. (continued):

	2010	2009
The City's investment in PUC Inc. is comprised of:		
Common shares	\$ 14,618,249	\$ 14,618,249
Special shares	14,620,000	14,620,000
Retained earnings	2,947,747	2,032,606
Equity, end of year	32,185,996	31,270,855
Notes receivable	31,720,000	31,720,000
Investment in PUC Inc.	\$ 63,905,996	\$ 62,990,855

6. Pension agreements:

The City makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2010 was \$4,616,049 (2009 - \$4,400,712) is included as an expense on the consolidated statement of financial activities.

7. Operations of school boards:

During 2010, the City collected and transferred property taxes totaling \$19,250,458 (2009 - \$22,674,931) on behalf of area school boards.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

8. Trust funds:

The trust funds administered by the City amounting to \$6,863,450 (2009 - \$6,200,930) are presented in a separate financial statement of trust fund balances and operations. As such balances are held in trust by the City for the benefit of others; they are not presented as part of the City's financial position or financial activities. At December 31, 2010, the trust fund balances are comprised of:

	2010	2009
Cemetery Care and Maintenance funds	\$ 4,522,057	\$ 4,305,092
Pre-need assurance	2,088,708	1,659,231
Transit employees pension	74,319	82,603
Historic Sites	74,912	46,146
Heritage Sault Ste. Marie	57,780	57,394
Ontario Home Renewal Program	32,822	37,551
Ontario Home Renewal Plan (Rental)	2,852	2,913
Cultural Endowment	10,000	10,000
	\$ 6,863,450	\$ 6,200,930

9. Commitments:

The City has committed to providing funding of \$29,500,000 for the new hospital under construction in Sault Ste. Marie of which \$22,509,101 has been contributed to date. Funding is expected to be provided in installments of \$2,100,000 beginning in 2011 until such time that the full commitment is advanced. Of the annual contribution, \$1,100,000 is to be levied upon the taxpayers of Sault Ste. Marie, while the other \$1,000,000 is derived from the City's share of Charity Casino revenues.

10. Contingent liabilities:

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these financial statements. Should any loss result from these claims, such loss would be charged to operations in the year of resolution.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

11. Employee future benefit obligations:

Employee future benefits are liabilities of the City to its employees and early retirees for the following benefits earned but not taken as at December 31, 2010:

	2010	2009
Future payments required to W.S.I.B.	\$ 12,517,461	\$ 10,410,885
Post employment and post retirement benefits	9,963,686	9,296,601
Vacation pay	6,925,788	6,773,189
Sick leave benefits	445,200	317,116
	29,852,135	26,797,791

Post employment and post retirement benefits

The City provides non-pension benefits to employees and retirees until they reach 65 years of age. The values that follow have been estimated based upon employee data available during the actuarial review which was completed as at December 31, 2010.

The benefit liability continuity is as follows:

	2010	2009
Accrued benefit obligation, January 1	\$ 9,296,601	\$ 8,671,036
Expense	1,025,215	916,439
Payments	(358,130)	(290,874)
Accrued benefit liability, December 31	9,963,686	9,296,601

Significant assumptions

Discount rate	4.75%
Health cost increase	5%-7.5%

Accrued sick leave

Sick leave benefits accrue to City employees at a rate of one and a half days per month. Unused sick days are banked and may be used in the future if sick leave is beyond yearly allocation. No cash payments are made for unused sick time upon termination or retirement.

Accrued vacation pay

Accrued vacation pay represents the liability for vacation entitlements earned by employees but not taken as at December 31, 2010.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

11. Employee future benefit obligation (continued):

Future payments for Worker's Safety and Insurance Board (WSIB)

Under the provisions of the Workplace Safety and Insurance Board Act, the City has elected to be treated as a Schedule 2 employer and remits payments to the WSIB as required, to fund current disability payments. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability.

12. Landfill closure and post-closure liability:

The Environmental Protection Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites. This requirement is to be provided for over the estimated life of the landfill site based on usage.

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspection and maintenance. The reported liability is based on estimates and assumptions with respect to events extending over a sixty year period using the best information available to management. Future events may result in significant changes to the estimated total expenditures capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

The City operates one primary landfill site, the 5th Line Landfill. The site has capacity of approximately 3,000,000 metric tons with approximately 545,000 metric tons of remaining capacity. At current average fill rates, the site has a remaining operating life of approximately 9.1 years.

It is estimated that the total net present value of the cost to close and maintain the 5th Line Landfill site is approximately \$17,580,000 (2009 - \$17,580,000). The City has established a reserve to contribute to the cost of closing and maintaining the landfill site. At December 31, 2010, an amount of \$14,376,905 (2009 - \$14,168,422) with respect to landfill closure and post-closure liability has been accrued and will be funded from future taxation revenues.

The City will be undertaking a full Environmental Assessment of the landfill site to determine future options which may extend the operating life of the landfill.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

13. Tangible capital assets:

	2010							
	Land	Landfill and Land Improvements	Building and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost								
Balance, beginning of year	\$ 24,185,437	\$ 8,226,410	\$ 78,927,189	\$ 412,931,905	\$20,604,976	\$22,697,987	\$23,017,645	\$590,591,549
Additions	342,600	2,711,534	977,113	19,682,660	1,796,466	4,482,154	15,187,536	45,180,063
Disposals	22,158	-	98,419	1,987,618	586,572	1,028,213	13,810,965	17,533,945
Balance, end of year	24,505,879	10,937,944	79,805,883	430,626,947	21,814,870	26,151,928	24,394,216	618,237,667
Accumulated Amortization								
Balance, beginning of year	-	(3,569,102)	(23,245,264)	(155,381,056)	(8,332,197)	(13,242,470)	-	(203,770,089)
Disposals	-	-	19,684	1,987,500	523,212	974,650	-	3,505,046
Amortization Expense	-	(467,146)	(1,756,650)	(9,615,337)	(1,770,169)	(1,723,362)	-	(15,332,664)
Balance, end of year	-	(4,036,248)	(24,982,230)	(163,008,893)	(9,579,154)	(13,991,182)	-	(215,597,707)
Net Book Value, end of year	24,505,879	6,901,696	54,823,653	267,618,054	12,235,716	12,160,745	24,394,216	\$402,639,960
Net Book value, beginning of year	\$24,185,437	\$4,657,308	\$55,681,925	\$257,550,849	\$12,272,779	\$9,455,517	\$23,017,645	\$386,821,460

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

13. Tangible capital assets (continued):

	2009							
	Land	Landfill and Land Improvements	Building and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost								
Balance, beginning of year	\$ 23,848,803	\$ 7,874,812	\$ 78,911,891	\$ 388,950,541	\$18,524,117	\$22,542,050	\$11,417,538	\$552,069,752
Additions	421,096	351,598	15,298	24,993,637	2,975,762	950,059	22,806,929	52,514,379
Disposals	84,462	-	-	1,012,273	894,903	794,122	11,206,822	13,992,582
Balance, end of year	24,185,437	8,226,410	78,927,189	412,931,905	20,604,976	22,697,987	23,017,645	590,591,549
Accumulated Amortization								
Balance, beginning of year	-	(3,243,393)	(21,521,094)	(147,199,552)	(7,546,402)	(12,436,824)	-	(191,947,265)
Disposals	-	-	-	1,001,025	883,431	738,769	-	2,623,225
Amortization Expense	-	(325,709)	(1,724,170)	(9,182,529)	(1,669,226)	(1,544,415)	-	(14,446,049)
Balance, end of year	-	(3,569,102)	(23,245,264)	(155,381,056)	(8,332,197)	(13,242,470)	-	(203,770,089)
Net Book Value, end of year	\$24,185,437	\$4,657,308	\$55,681,925	\$257,550,849	\$12,272,779	\$9,455,517	\$23,017,645	\$386,821,460
Net Book Value, beginning of year	\$23,848,803	\$4,631,419	\$57,390,797	\$241,750,989	\$10,977,714	\$22,542,050	\$11,417,538	\$360,122,486

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

13. Tangible capital assets (continued):

a) Assets under construction:

Assets under construction having a value of \$24,394,216 (2009 - \$23,017,645) have not been amortized. Amortization of these assets will commence when the asset is put into service.

b) Contributed tangible capital assets:

Contributed capital assets have been recognized at fair market value at the date of contribution. The value of contributed assets received during the year was \$197,645 (2009 - \$141,004) comprised of water infrastructure.

c) Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value.

d) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

e) Write-down of tangible capital assets:

The write-down of tangible capital assets during the year was \$nil (2009 - \$nil).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

14. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2010	2009
Surplus:		
Invested in tangible capital assets	\$ 402,639,960	\$ 386,821,460
Invested in PUC Inc.	63,905,996	62,990,855
Other	14,572,412	13,334,839
Unfunded		
Net long-term liabilities	(17,936,258)	(20,440,876)
Landfill closure costs	(14,376,905)	(14,168,422)
Employee benefits	(29,852,135)	(26,797,791)
Total surplus	418,953,070	401,740,065
Reserves set aside for specific purpose by Council:		
Working capital	2,163,507	2,161,007
Acquisition of fixed assets	3,190,577	2,839,587
Planning and development	662,252	770,138
Parking facilities	3,614	3,614
Other programs	6,539,288	5,965,126
Waste disposal site	9,151,015	9,105,881
Total reserve	21,710,253	20,845,353
Reserve funds set aside for specific purpose by Council:		
Sewage plants	456,840	448,706
Cemetery development	1,260,571	1,384,722
Industrial land	43,781	43,489
Property purchases	941,569	986,997
Hospital development	1,884,580	19,861,544
Other programs	183,974	194,571
Total reserve funds	4,771,315	22,920,029
	\$ 445,434,638	\$ 445,505,447

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

15. Government transfers:

The City recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The transfers reported on the Statement of Operations are:

	2010	2009
Revenue:		
Provincial grants	\$ 33,043,828	\$ 40,896,939
Federal grants	9,773,423	6,473,007
Total revenues	\$ 42,817,251	\$ 47,369,946

16. Segmented information:

The City of Sault Ste. Marie is a diversified municipal government institution that provides a wide range of services to its citizens. City services are provided by departments and certain departments have been separately disclosed in the segmented information, along with the services they provide. These departments are:

General Government

General Government is comprised of City Council, the Chief Administrators' Office (CAO), Clerks Department, Legal Department, Human Resources Department and the Finance Department. Each of these departments provides program support to various other areas.

The Chief Administrators' Office is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

The Clerks Departments' primary task is to function as the corporate secretary to City Council, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records, and accounts are recorded, documented and certified.

The Legal Department is responsible for the preparation of by-laws, deeds, leases, agreements and other legal documents, as well as property management for the City in regards to purchases, sales, leasing, easements and related agreements. Prosecutions and administration of Provincial Offences Act is also part of their responsibility.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

16. Segmented information (continued):

The Human Resources Department is charged with negotiation and administration of all collective agreements as well as all facets of employment and employee benefits.

The Finance Department is responsible for the City's general financial management and budget preparation. The department is comprised of financial administration, accounting, tax and licensing, purchasing and information technology.

Fire Services

Fire Services is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. It is also responsible, through its Emergency Medical Services, for pre-hospital emergency paramedical care and the transport of the sick and injured.

Police Services

The mandate of the Police Services is to ensure the safety of the lives and property of citizens; preserve the peace and good order; prevent crimes from occurring; detect offenders; and enforce the law.

Engineering and Planning Department

The Engineering and Planning Department provides diverse services. It manages urban development for business interests, environmental concerns, local neighborhoods and the downtown through city planning and community development. It ensures the quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-law for the protection of occupants. It facilitates economic development by providing services for the approval of all land development plans, the application of enforcement of zoning by-laws and the processing of building permit applications.

Public Works and Transportation

The Public Works and Transportation Department is responsible for maintenance of municipal infrastructure, such as streets, sewers, transit, parks and cemeteries. The department provides solid waste management through refuse collection, recycling programs, and sanitary landfill management. The department is also responsible for traffic control, including signage, signals and pavement markings.

Community Services

The Community Services Department provides public services in the area of recreation and culture. In addition it is responsible for the operations of the City-run Day Nurseries and Community Centres.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

16. Segmented information (continued):

Social Services

The Social Services Department provides administration support to the Sault Ste. Marie District Social Services Administration Board. This includes assisting in the development of client action plans designed to facilitate financial independence; providing employment resources to assist consumers in the transition to self-sufficiency; coordination of community child care services; administering and managing the Rent-Geared-to-Income Public Housing Portfolio and central administration and coordination for the Rent Supplement Program and the Non-Profit and Cooperative Housing Developments.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

16. Segmented information (continued):

	2010								
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	PUC Inc.	Total
Revenues:									
Taxation	\$ 1,249,760	\$ 9,753,189	\$ 17,685,730	\$ 4,708,671	\$ 26,655,636	\$ 8,365,454	\$ 16,366,234	-	\$ 94,784,674
Fees and user charges	2,662,003	4,134,513	361,712	23,342,518	7,939,587	5,372,438	7,711,831	-	51,524,602
Government grants	5,696,207	2,055,588	3,928,965	16,953,857	6,652,938	3,697,263	3,832,432	-	42,817,250
Investment income	4,990,634	109,475	332,092	46,236	14,521	-	-	-	5,492,958
Other	249,426	-	397,833	1,270,795	251,617	378,074	-	-	2,547,745
Income of PUC Inc.	-	-	-	-	-	-	-	1,525,221	1,525,221
Total revenues	24,848,030	16,052,765	22,706,332	6,322,077	1,514,299	7,813,229	27,910,497	1,525,221	98,692,450
Expenses:									
Salaries, wages and employee benefits	7,037,160	15,256,023	19,963,054	7,343,791	23,724,895	8,393,770	7,535,473	-	89,254,166
Materials	3,019,374	949,498	1,875,761	7,834,973	13,396,735	3,683,802	401,178	-	31,161,321
Contracted services	-	212,817	895,182	6,751,025	3,893,645	1,210,824	130,507	-	13,094,000
Rents and financial	2,717,722	2,429	79,912	400,730	23,916	904,208	503,674	-	4,632,591
Grants to others	35,484	-	-	3,134,108	-	2,588,982	19,844,989	-	25,603,563
Contribution to new hospital	19,684,952	-	-	-	-	-	-	-	19,684,952
Amortization	601,061	368,272	357,440	10,307,014	2,048,985	1,532,067	117,827	-	15,332,666
Total expenses:	33,095,753	16,789,039	23,171,349	35,771,641	43,088,176	18,313,653	28,533,648	-	198,763,259
Annual surplus (deficit)	\$ (8,247,723)	\$ (736,274)	\$ (465,017)	\$ 10,550,436	\$ (1,573,877)	\$ (500,424)	\$ (623,151)	\$ 1,525,221	\$ (70,809)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

16. Segmented information (continued):

	2009									
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	PUC Inc.	Total	
Revenues:										
Taxation	\$ 9,018,363	\$ 9,207,191	\$ 16,742,830	\$ 1,502,897	\$ 25,389,110	\$ 10,107,048	\$ 19,081,657	\$ -	\$	91,049,096
Fees and user charges	3,230,593	3,763,975	360,656	20,943,792	7,111,323	5,032,939	7,309,791	-		47,753,069
Government grants	5,195,558	2,446,566	4,768,593	18,600,350	8,186,863	3,142,053	5,029,963	-		47,369,946
Investment income	5,425,803	-	43	13,616	9,266	-	-	-		5,448,728
Other	295,503	1,100	-	1,457,913	244,271	193,746	-	-		2,192,533
Income of PUC Inc.	-	-	-	-	-	-	-	1,950,938		1,950,938
Total revenues	23,165,820	15,418,832	21,872,122	42,518,568	40,940,833	18,475,786	31,421,411	1,950,938		195,764,310
Expenses:										
Salaries, wages and employee benefits	4,523,698	13,996,820	19,063,092	7,672,692	23,328,358	8,095,181	6,964,869	-		83,644,710
Materials	2,237,555	884,402	1,992,582	7,741,543	9,712,471	4,097,019	379,502	-		27,045,074
Contracted services	105,752	206,828	855,788	7,783,999	4,395,976	3,078,200	98,395	-		16,524,938
Rents and financial	1,949,265	2,429	83,436	716	49,444	943,261	558,247	-		3,586,798
Grants to others	82,479	-	-	2,920,406	-	3,076,372	22,130,107	-		28,209,364
Amortization	614,896	332,239	224,717	9,743,884	1,927,615	1,483,884	118,814	-		14,446,049
Total expenses:	9,513,645	15,422,718	22,219,615	35,863,240	39,413,864	20,773,917	30,249,934	-		173,456,933
Annual surplus (deficit)	\$ 13,652,175	\$ (3,886)	\$ (347,493)	\$ 6,655,328	\$ 1,526,969	\$ (2,298,131)	\$ 1,171,477	\$ 1,950,938	\$	22,307,377

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2010

17. Comparative figures:

Certain comparative figures have been reclassified to conform with the financial statement presentation adopted in the current year.

DRAFT

Trust Funds Financial Statements

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

Year ended December 31, 2010

DRAFT

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

We have audited the accompanying financial statements of the trust funds of The Corporation of The City of Sault Ste. Marie (the "City"), which comprise the statement of financial position as at December 31, 2010 and the statement of continuity of the trust funds for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the trust funds of the City as at December 31, 2010, and the continuity of the trust funds for the year then ended in accordance with Canadian generally accepted accounting principles.

Chartered Accountants, Licensed Public Accountants
June 27, 2011
Sault Ste Marie, Canada

The Corporation of the City of Sault Ste. Marie

Trust Funds

Statement of Financial Position

December 31, 2010, with comparative figures for 2009

	2010									2009	
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Ontario Home Renewal Plan (Rental)	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total	
Assets											
Cash and investments	\$ 4,422,458	\$ 1,345,717	\$ 28,616	\$ 3,398	\$ 39,104	\$ 57,780	\$ 74,319	\$ -	\$ 5,971,392	\$ 5,924,078	
Receivable from other funds	99,599	742,991	-	-	35,808	-	-	10,000	888,398	340,817	
Loans receivable (note 2)	-	-	39,111	-	-	-	-	-	39,111	49,062	
	\$ 4,522,057	\$ 2,088,708	\$ 67,727	\$ 3,398	\$ 74,912	\$ 57,780	\$ 74,319	\$ 10,000	\$ 6,898,901	\$ 6,313,957	
Liabilities											
Payable to other funds	\$ -	\$ -	\$ 34,905	\$ 546	\$ -	\$ -	\$ -	\$ -	\$ 35,451	\$ 113,027	
Fund Balance	4,522,057	2,088,708	32,822	2,852	74,912	57,780	74,319	10,000	6,863,450	6,200,930	
	\$ 4,522,057	\$ 2,088,708	\$ 67,727	\$ 3,398	\$ 74,912	\$ 57,780	\$ 74,319	\$ 10,000	\$ 6,898,901	\$ 6,313,957	

The Corporation of the City of Sault Ste. Marie

Trust Funds

Statement of Continuity

December 31, 2010, with comparative figures for 2009

	2010									2009
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Ontario Home Renewal Plan (Rental)	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total
Balance, beginning of the year	\$ 4,305,092	\$ 1,659,230	\$ 37,551	\$ 2,913	\$ 46,147	\$ 57,394	\$ 82,603	\$ 10,000	\$ 6,200,930	\$ 5,963,882
Revenue:										
Capital receipts	216,965	517,136	-	-	1,016	-	-	-	735,117	310,702
Contributions from revenue fund	-	-	-	-	27,491	-	-	-	27,491	21,983
Interest earned	53,551	8,988	235	81	258	386	20	-	63,519	116,301
	270,516	526,124	235	81	28,765	386	20	-	826,127	448,986
Expenditures:										
Contributions to revenue fund	53,551	96,646	151	17	-	-	-	-	150,365	184,922
Transfer to Province of Ontario	-	-	4,431	-	-	-	-	-	4,431	15,128
Disbursement for capital project	-	-	-	-	-	-	-	-	-	5,000
Administration charges	-	-	382	125	-	-	5,488	-	5,995	6,888
Distributions	-	-	-	-	-	-	2,816	-	2,816	-
	53,551	96,646	4,964	142	-	-	8,304	-	163,607	211,938
Balance, end of year	\$ 4,522,057	\$ 2,088,708	\$ 32,822	\$ 2,852	\$ 74,912	\$ 57,780	\$ 74,319	\$ 10,000	\$ 6,863,450	\$ 6,200,930

The Corporation of the City of Sault Ste. Marie

Trust Funds

Notes to Financial Statements

Year ended December 31, 2010

1. Summary of Significant Accounting Policies:

Basis of accounting:

The financial statements are prepared by management and are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

2. Ontario Home Renewal Program:

The Ontario Home Renewal Program ("OHRP") was established by the Ontario Ministry of Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans were limited to \$7,500, of which the maximum deferred portion was \$4,000.

Ontario Home Renewal Program loans receivable at December 31, 2010 comprise repayable loans of \$9,967 (2009 - \$12,736) and deferred loans of \$29,144 (2009 - \$33,914). Loan forgiveness is earned and recorded at a rate of up to \$600 per year of continuous ownership and occupancy. The deferred portion of the loan is deferred for a five year period. In the event of the sale or lease of the home or in the event of the homeowner ceasing to occupy the home, the balance of the loans immediately become due and payable by the homeowner.

The Province of Ontario legislated an end to the OHRP program in 1993. As of July 16, 1993, no new loans were issued. All funds collected on outstanding OHRP loans will be remitted to the Province by March 1 of the following year. However, municipalities will be provided an administration fee of five per cent of the balances collected after December 31, 1993 and are permitted to retain the interest earned on unremitted OHRP trust account balances.

3. Investments:

Total investments by the trust funds of \$3,181,816 (2009 - \$3,670,533) included in cash and investments on the Statement of Financial Position at cost, have a market value of \$3,311,812 (2009 - \$3,742,272).