

AGENDA

THE NINTH MEETING OF THE ONE HUNDRED AND TWENTY-FIFTH COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS

COUNCIL CHAMBERS 6:00 P.M. CLOSED SESSION
CITY HALL 7:00 P.M. REGULAR SESSION

MARCH 20TH, 2006

ROUTINE PROCEEDINGS AND GENERAL ORDERS OF THE DAY

OPENING PRAYER

DISCLOSURES OF INTEREST

MINUTES

DEPUTATIONS

COMMITTEE OF THE WHOLE

REPORTS OF COMMITTEES

PETITIONS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

BY-LAWS

PUBLIC NOTICE

NOTICES OF MOTION

ADJOURNMENT

CLOSING PRAYER

THE LORD'S PRAYER

Alderman T. Johnston

DISCLOSURES OF INTEREST

MINUTES

Confirmation of the minutes of the meeting held on March 13th, 2006.

DEPUTATIONS

Intersection of Elmina Street and Oak Street

Mr. Orland Hartford will be in attendance to discuss concerns regarding the intersection of Elmina and Oak Streets.

COMMITTEE OF THE WHOLE

Council will resolve itself into Committee of the Whole to deal with the following business.

PLANNING AND DEVELOPMENT COMMITTEE - Chairman H. Chapman

UNFINISHED BUSINESS

NEW BUSINESS

Amendment to Tariff of Fees By-Law

Report PD-06-2006 of the Planning Assistant. Page 6

Delegation of Certain Authority under the Planning Act

Report PD-07-2006 of the Planning Assistant. Page 7

BUSINESS CONCLUDED**ENVIRONMENTAL SERVICES COMMITTEE** - Chairman M. Turvey**UNFINISHED BUSINESS****NEW BUSINESS**2006 Annual Watermain Rehabilitation - Tender Award

Report ES34-06 of the Manager of Operations & Compliance. Page 8

Mammoet Machinery Transport for Presstran Industries

Report ES35-06 of the Manager of Engineering. Pages 9 to 24
Draft Golder Associates Report, Pictures and Drawings Attached

BUSINESS CONCLUDED**PERSONNEL AND LABOUR RELATIONS COMMITTEE** - Chairman D. Warden**UNFINISHED BUSINESS****NEW BUSINESS****BUSINESS CONCLUDED****FINANCE AND ADMINISTRATION COMMITTEE** - Chairman C. Barwick**UNFINISHED BUSINESS**Corporate Credit CardsSouth Block Development ChargesDowntown Development Board - 2006 Budget**NEW BUSINESS**Municipal Act S.O. 2001, c. 25, Section 284 (1) Reporting

Report TR-11-06 of the Manager of Accounting. Pages 25 + 26

Catfish Creek Conservation Authority - 2006 Budget

Notice has been received from Kim Smale, General Manager/Secretary-Treasurer, Catfish Creek Conservation Authority, of the 2006 General Levy and Special Plan Review Levy of the Authority and requesting payment of 2006 levy. A copy of the audited financial statements is attached. Pages 27 to 29

BUSINESS CONCLUDED**COMMUNITY AND SOCIAL SERVICES COMMITTEE** - Chairman B. Aarts

UNFINISHED BUSINESS**NEW BUSINESS**

City Hall - Condition of Brickwork

Report TR 10-06 of the Manager of Facilities and Property. Page 30

BUSINESS CONCLUDED

PROTECTIVE SERVICES AND TRANSPORTATION COMMITTEE - Chairman T. Shackelton

UNFINISHED BUSINESS

Captain Dennis A. Redman No.2 Fire Station

Request for "No Standing" Zone - Forest Park Walkway

Intersection of Redan Street and Woodworth Avenue

NEW BUSINESS

Police Services Report

March 2006 Monthly Report - Captain Dennis A. Redman No. 2 Fire Station Pages 31 to 35

Iron Horse Festival - 2006

Report ES33-06 of the Supervisor, Roads & Transportation. Pages 36 to 40

741 Air Cadet Annual Ceremonial Review - St. Thomas Municipal Airport

Report CC-15-06 of the Airport Superintendent. Pages 41 to 43

BUSINESS CONCLUDED**REPORTS PENDING**

ESDA SERVICING MASTER PLAN AND CLASS ENVIRONMENTAL ASSESSMENT - J. Dewancker

ENVIRONMENTALLY SENSITIVE LAND USE - P. Keenan

DRIVEWAY RECONSTRUCTION - MAPLE STREET - J. Dewancker

REVIEW OF CITY BUS ROUTES - J. Dewancker

FOREST AVENUE SIDEWALK - J. Dewancker

NO PARKING SIGNAGE - MILLER STREET - J. Dewancker

REDEVELOPMENT OF HORTON STREET MARKET - W. Day

ALMA COLLEGE - Management Board

SCHOOL AREA REVIEW PROCEDURES - FOR ELEMENTARY SCHOOL CHILDREN - D. White

COUNCIL

Council will reconvene into regular session.

REPORT OF COMMITTEE OF THE WHOLE

Planning and Development Committee - Chairman H. Chapman

Environmental Services Committee - Chairman M. Turvey

Personnel and Labour Relations Committee - Chairman D. Warden

Finance and Administration Committee - Chairman C. Barwick

Community and Social Services Committee - Chairman B. Aarts

Protective Services and Transportation Committee - Chairman T. Shackelton

A resolution stating that the recommendations, directions and actions of Council in Committee of the Whole as recorded in the minutes of this date be confirmed, ratified and adopted will be presented.

REPORTS OF COMMITTEES

PETITIONS AND COMMUNICATIONS

Ontario Medicine Act Amendment - Resolution

A request to endorse a resolution has been received from the Township of Malahide to request that the Minister of Health and Long Term Care amend the Ontario Medicine Act to permit the granting of licences to recognized physicians. **Pages** 44 & 45

Canadian Strategic Infrastructure Fund - Resolution

A request to endorse a resolution has been received from the Elgin Area Primary Water Supply System confirming its funding request under the Canadian Strategic Infrastructure Fund program. **Page** 46

Child Find Ontario - Proclamation - May 2006

A letter has been received from John Durant, Associate Executive Director, Child Find Ontario, requesting that Council proclaim the month of May 2006 as "Green Ribbon of Hope Month" and May 25th, 2006 as "National Missing Children's Day" in the City of St. Thomas.

Canada Post Office and Plant Closures

A request has been received from Deborah Bourque, President, Canadian Union of Postal Workers, to once again support the union in its opposition to Canada Post's plans for office and plant closures. **Pages** 47 to 49

UNFINISHED BUSINESS

"Solid Pension - Secure Future" - C.A.W. Local 1001

Request for Letter of Tolerance - Fence Encroachment onto Road Boulevard Area - 10 Pol Court

City of St. Thomas 125th Anniversary

Minimum Maintenance Standards for Heritage Properties

NEW BUSINESS

BY-LAWS

First, Second and Third Reading

1. A by-law to confirm the proceedings of the Council meeting held on the 20th day of March, 2006.
2. A by-law to amend By-Law No. 9-93, being a by-law to prescribe a tariff of fees for applications made in respect of planning matters.
3. A by-law to amend By-Law No. 27-94, being a by-law to delegate certain authority under The Planning Act. (Mayor as the alternate for the Director of Planning)
4. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation. (Authorized Requester - Municipal Parking Tag Program)

PUBLIC NOTICE

NOTICES OF MOTION

Proposed Four-Year Term of Office for Municipal Elected Officials

A notice of motion has been received from Alderman C. Barwick regarding opposition to the proposed four-year term of office for municipal elected officials.

CLOSED SESSION

A resolution to close the meeting will be presented to deal with a labour relations matter.

OPEN SESSION

ADJOURNMENT

CLOSING PRAYER



**The Corporation of the
City of St. Thomas**

Report No.: PD-06-2006

File No.:

Directed to: Chairman H. Chapman and Members of the
Planning and Development Committee

Date: March 14th, 2006

Subject: Amendment to Tariff of Fees By-Law

Department: Planning Department
Prepared by: Jennifer Kirkness, Planning Assistant

Attachments:

RECOMMENDATION:

THAT: The Tariff of Fees By-Law 9-93, as amended, be further amended to incorporate increases to zoning and official plan amendment application fees and to establish fees for the processing of requests to remove part lot control as set out in Report PD 06-2006.

ANALYSIS:

The Planning Department is responsible for receiving and processing planning applications. As part of our review of the 2006 Operating Budget, we have identified the need to revise certain planning fees. Currently zoning and official plan application fees do not cover the direct cost of giving newspaper notice. In addition, the current by-law does not contain fee requirements for the processing of part lot control applications.

The 2006 Operating Budget for the Planning Department incorporates the recommended fees as set out in the table below. In order for these fees to be effective, an amendment to the Tariff of Fees By-Law is required in accordance with the Planning Act, R.S.O., 1990, as amended.

Section 69 of the Planning Act, sets out the requirements for establishing Planning Act fees:

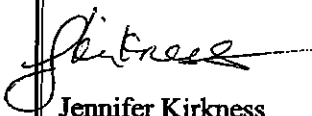
- The tariff shall be designed to meet only the anticipated cost to the municipality in respect to the processing of each type of application provided for the tariff - Section 69(1)
- Council has the authority to waive or reduce fees where it is determined that it is unreasonable to require payment in accordance with the tariff - Section 69(2)
- Payment of fees may be made under protest, and an appeal made to the OMB regarding - Section 69(3)

Recommended Fees

<u>Zoning and Official Plan Applications</u>	<u>Current Fee</u>	<u>Recommended Fee</u>
Zoning Application Fee	\$300.00	\$750.00
Zoning - Removal of 'H'	\$300.00	\$300.00
Official Plan Amendment	\$300.00	\$750.00
Combined Zoning & Official Plan Amendment	\$300.00	\$750.00
 <u>Removal of Part Lot Control Applications</u>	 <u>Current Fee</u>	 <u>Recommended Fee</u>
Removal of Part Lot Control Application Processing Fee	No Fee	\$300.00 + \$10.00 Per Lot Created
Administration Fee	No Fee	\$20.00 Per Lot Created
Legal Fee	No Fee	Applicant responsible for all legal fees associated with the registration and repeal of the By-Law.

The Planning Department, as part of the five year Official Plan Review, will be reviewing all planning related fees and methods of giving notice.

Respectfully submitted,



Jennifer Kirkness
Planning Assistant



Patrick J. C. Keenan
Director of Planning

Reviewed By:

Env. Services

Treasury

City Clerk

Other



**The Corporation of the
City of St. Thomas**

Report No.: PD-07-2006

File No.:

Directed to: Chairman H. Chapman and Members of the
Planning and Development Committee

Date: March 14th, 2006

Subject: Delegation of Certain Authority under the Planning Act

Department: Planning Department
Prepared by: Jennifer Kirkness, Planning Assistant

Attachments:

RECOMMENDATION:

THAT: By-Law 27-94 be amended to replace the City Administrator with the Mayor as the appointed alternate for the Director of Planning for the purpose of exercising approval authority with respect to plans of subdivision and condominium in the absence of the Director of Planning or if the position of Director of Planning is vacant.

ANALYSIS:

Background

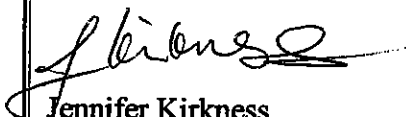
Pursuant to the Planning Act, R.S.O., 1990, as amended, the Council of the Corporation of the City of St. Thomas was granted approval authority with respect to plans of subdivision and condominiums in 1994. By-Law 27-94 sets out Council's direction with respect to such applications. It delegates the Director of Planning as the appointed approval authority and the responsibility of processing applications for plans of subdivision and condominium to the Planning Department.


Upon recent review of By-Law 27-94, it was noted that the by-law refers to the City Administrator as the alternate approval authority in the absence of the Director of Planning.

Recommendation

Staff are recommending By-Law 27-94 be amended by replacing reference to City Administrator with Mayor. This minor change will ensure continuity in the approval process is maintained in the event of the absence of the Director of Planning.

Respectfully submitted,


Jennifer Kirkness
Planning Assistant


Patrick J. C. Keenan
Director of Planning

Reviewed By:

Env. Services

Treasury

City Clerk

Other



Corporation of the

City of St. Thomas

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Report No.

ES34-06

File No.

08-324

Directed to: Chairman, Marie Turvey and Members of the Environmental Services Committee

Date
March 20, 2006

Department: Environmental Services

Attachment

Prepared By: Ivar Andersen, Manager of Operations & Compliance

Subject: 2006 Annual Watermain Rehabilitation – Tender Award

Recommendation:

It is recommended that;

1. The tender submitted by Fer-Pal Construction Ltd. in the amount of \$821,537.98 including GST, for the Annual Watermain Rehabilitation project, be accepted.
2. A by-law be prepared to authorize this tender award.

Origin:

In December 2005, City Council approved a 2006 capital budget allocation of \$800,000 to rehabilitate watermain throughout the City. Subsequently, an information report was submitted to Council advising which watermain were scheduled for rehabilitation.

Analysis:

Tenders for the 2006 Annual Watermain Rehabilitation project were closed on March 7, 2006 and opened in public on the same date. Unit bid prices came in substantially higher than anticipated and, therefore, a reduction of the tender has been made to keep the project within the approved budget. It was decided to delete the Centre Street, Southwick Street to Metcalfe Street, section since a reassessment will be completed as part of a needs study. It may be more desirable to replace this section of watermain in the future, combined with anticipated road and sewer construction. The "Revised Tender" column reflects this change.

Four bidders submitted tenders as follows:

	Submitted Tender	Revised Tender
Fer-Pal Construction Ltd.	\$888,664.43	\$821,537.98
Trisan Construction	\$1,030,133.70	\$947,328.54
Main Rehabilitation Co. Ltd.	\$1,198,277.80	\$1,127,529.40
Spinello Companies	\$1,747,762.61	\$1,604,815.96

Fer-Pal Construction Ltd. is the low bidder and this contractor is well known to the City, having successfully completed similar work in previous years. No errors or omissions were found in the tenders submitted.

Financial Considerations:

The revised tender price of \$821,537.98 including GST, results in a net contract price of \$767,792.50 when the GST rebate is taken into account. Total costs for this project, including City related costs, are expected to be well within the \$800,000 capital budget allocation.

Respectfully Submitted,

Ivar Andersen, P. Eng., Manager of Operations & Compliance
Environmental Services

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other



Corporation of the

City of St. Thomas

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Report No.

ES35-06

File No.

05-088

Directed to:

Chairman Marie Turvey and Members of the Environmental Services Committee

Date

March 14, 2006

Department:

Environmental Services

Attachments

Draft Four Party Agreement, Draft Golder Associates Report dated March 9, 2006, Drawings of Transporter Turning Configuration and Three Load Arrangements

Prepared By:

Brian Clement, Manager of Engineering

Subject:

Mammoet Machinery Transport for Presstran Industries

Recommendation:

It is recommended that:

1. Report ES35-06 and attachments be received for information,
2. That a by-law be prepared to authorize the Clerk and Mayor to sign the agreement once finalized.

Origin:

Mammoet Canada Eastern Ltd has been awarded the project to move three press components to Presstran Industries.

The accepted route (approximately 19.6 km in length) is from the Port Stanley dock facilities to the Presstran entrance on Edward Street via Main Street, Sunset Drive, John Wise Line, Centennial Road (both County of Elgin and MTO Highway No. 3), and Edward Street.

The proposed shipping dates by Mammoet for the three components are as follows:

- Press Crown – Monday April 3, 2006, leaving Port Stanley at 9 am
- Press Bed – Wednesday April 5, 2006, leaving Port Stanley at 9 am
- Press Slide – Friday April 7, 2006, leaving Port Stanley at 9 am

The inter-combi transporter (truck and double-wide 12-axle trailer) will be making return trips empty to Port Stanley from St. Thomas on Tuesday April 4, 2006 and Thursday April 6, 2006.

These dates should be considered tentative due to weather conditions. The ship carrying the three machinery parts had not departed Europe as of March 8, 2006, but is scheduled to be one of the first vessels through the St. Lawrence Seaway on opening day Thursday March 23, 2006.

Details of the transporter turning configuration and the three transportation arrangements for each press piece in terms of length, width, height and load weight are provided for review.

Mammoet has advised that the loaded travel speed averages approximately 10 km per hour, with stops to lift overhead wires.

Analysis:

Coordination meetings between staff from the City of St. Thomas, the County of Elgin, and the Municipality of Central Elgin have been held to discuss this specialized oversized transport of very heavy machinery on our roads.

Golder Associates Ltd. was hired to undertake the pavement assessment of the route for this moving permit application by Mammoet. Their draft report dated March 9, 2006 is provided for review. The pavement core taken on Edward Street determined a 195 mm thickness of asphalt over granular base. Note that Edward Street is exempt from half-load limits as per By-law 45-89.

Hennessey Gibson Hogan LLP was hired to provide legal expertise and to prepare the four party agreement between the three municipal corporations and Mammoet. The draft agreement is provided for review. Unfortunately the initial move is planned between the March 20, 2006 and April 3, 2006 Council meetings. Therefore authorization is being requested now for future signing of the final agreement, currently being subject to review, comment, revision, and approval by all parties.

Highlights of the agreement include

- Moving permit application fee of \$2,000 payable by Mammoet to each Municipality.
- Expense deposit of \$20,000 to cover investigation and consultant costs, as well as staff monitoring costs during the Mammoet move within each Municipality.
- Damage deposit of \$300,000 to undertake repairs as determined by Golder Associates Ltd.

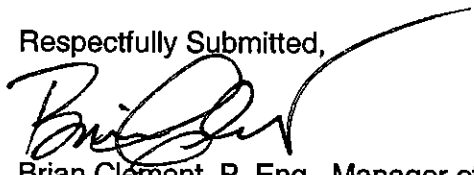
- Comprehensive general liability insurance policy of \$10 million per incident, naming each Municipality as additional insured.
- Submission of traffic plan outlining protocols and procedures in conjunction with the Police forces.
- Third party notification and approval required by Mammoet from, including but not limited to:
 - Elgin County Ontario Provincial Police
 - St. Thomas Police Department
 - Hydro One
 - St. Thomas Energy Inc.,
 - Erie Thames Power
 - Bell Canada
 - Rogers Cable
 - CP Rail
 - CN Division Engineering
 - Elgin St. Thomas Emergency Services
 - Central Elgin and St. Thomas Fire Departments
 - Ontario Ministry of Transportation.

Financial Considerations:

None.

The agreement includes provision for completion of repairs to Edward Street at no cost to the City of St. Thomas, if so required, due to damage caused by the three transport moves of heavy machinery to Presstran.

Respectfully Submitted,



Brian Clement, P. Eng., Manager of Engineering
Environmental Services

Reviewed By: Treasury Env Services Planning City Clerk HR Other

This Agreement made this day of , 2006

Between:

The Corporation of the County of Elgin
(hereinafter referred to as "Elgin")

DRAFT

OF THE FIRST PART

And

Corporation of the Municipality of Central Elgin
(hereinafter referred to as "Central Elgin")

OF THE SECOND PART

And

Corporation of the City of St. Thomas
(hereinafter referred to as "St. Thomas")

OF THE THIRD PART

And

Mammoet Canada Eastern Ltd.
(hereinafter referred to as "Mammoet")

OF THE FOURTH PART

WHEREAS:

1. Mammoet has been contracted to transport certain heavy machinery from the Community of Port Stanley to an industrial property within the City of St. Thomas;
2. Mammoet proposes to transport such heavy machinery between involved locations on a specialized trailer passing over public highways owned and controlled by Elgin, Central Elgin, and St. Thomas;
3. Elgin, Central Elgin, and St. Thomas are prepared to authorize and permit such trailers and heavy machinery to pass over specified public highways on acceptable terms and conditions;
4. Mammoet agrees to the terms and conditions required by Elgin, Central Elgin, and St. Thomas; and
5. Mammoet, Elgin, Central Elgin and St. Thomas wish to reduce to writing the authorization and permission granted to Mammoet and the terms and conditions associated therewith.

NOW, therefore, in consideration of the payments and commitments hereinafter set forth and the further payment of ONE DOLLAR (\$1.00) now paid by Mammoet to each of Elgin, Central Elgin, and St. Thomas, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1.0 Authorization and Permission

- 1.1 For the daylight hours of the period commencing on or about the
day of _____, 2006 and ending on or about the
day of _____, 2006, Elgin, Central Elgin, and St.
Thomas grant to Mammoet the authorization and permission to transport
the machinery specified in Schedule "A" hereto by means of the trailer
depicted in Schedule "B" hereto over the public highways and the route
specified in Schedule "C" hereto.
- 1.2 In seeking and being granted the authorization and permission from Elgin,
Central Elgin, and St. Thomas as contemplated herein, Mammoet
acknowledges and agrees that:
 - 1.2.1 the said authorization and permission applies only to the
machinery specified in Schedule "A" hereto, the estimated weight
of which machinery is _____;
 - 1.2.2 the means of transporting of such machinery will be by trailer
described and/or depicted in Schedule "B" hereto; and
 - 1.2.3 the route over which such machinery will be transported is limited
and restricted to that identified in Schedule "C" hereto.
- 1.3 Further to that set forth above, Mammoet also agrees that, in transporting
the subject equipment, it shall implement and follow those specialized
restrictions and/or directions identified in the report attached as Schedule
"D" hereto.

- 1.4 Elgin, Central Elgin, and St. Thomas acknowledge that the subject machinery shall be transported by Mammoet in three (3) parts over three (3) non-consecutive days, one (1) day intervening between each of such three (3) days for purposes of relocation to and reloading of the specialized trailer in the Community of Port Stanley. Elgin, Central Elgin, and St. Thomas therefore agree that the authorization and permission granted hereunder includes the authorization and permission for the said empty trailer to travel from St. Thomas to Port Stanley over the same route, in reverse, provided that all other requisite terms and conditions, including appropriate safety precautions be satisfied.

2.0 Written Permit

- 2.1 On or before the 21st day of March, 2006, Mammoet shall submit to Elgin, Central Elgin, and St. Thomas, a complete Application for Moving Permit in the form and of the content set forth in Schedule "E" hereto, which application shall be directed to the authorized representative of each such municipality.
- 2.2 On or before the 21st day of March, 2006, Mammoet shall submit the following to Hennessey Gibson Hogan, solicitors for Elgin, Central Elgin, and St. Thomas, in support of the said Application for a Moving Permit:
- 2.2.1 three (3) non-refundable permit fees in the amount of TWO THOUSAND DOLLARS (\$2,000.00), totaling SIX THOUSAND DOLLARS (\$6,000.00), payable to each of Elgin, Central Elgin, and St. Thomas.
- 2.2.2 expense deposit of TWENTY THOUSAND DOLLARS (\$20,000.00), payable to Hennessey Gibson Hogan (In Trust).
- 2.2.3 damage deposit of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in the form of either a cash deposit payable to Hennessey Gibson Hogan (In Trust) or a letter of credit issued in favour of Elgin, Central Elgin, and St. Thomas by a recognized

Canadian financial institution and of a form and content acceptable to Elgin, Central Elgin, St. Thomas, and its solicitors.

2.3 In respect of the payments set forth in Sections 2.2.1 and 2.2.2 above, Mammoet agrees that all such payments shall be made in the form of either a cash payment in Canadian currency or, in the alternative, a bank draft.

2.4 In further support of the Application for a Moving Permit referred to in paragraph 2.1 above, Mammoet shall also submit the following documentation to Elgin, Central Elgin, and St. Thomas, which documentation must be received by such municipalities prior to consideration and processing of the said application:

2.4.1 the undertaking as to damage responsibility and repair as contemplated by Section 4.2 below;

2.4.2 the certificate of insurance as contemplated by Section , below;

2.4.3 acceptable written confirmation of consultation of and permission from third parties interested in or affected by the transport of heavy machinery contemplated by this Agreement, including but not necessarily limited to:

- Ontario Provincial Police
- St. Thomas Police Force
- Ontario Hydro and/or Hydro One
- St. Thomas Energy Corporation
- Ministry of Transportation (Ontario)
- Canadian National Railway Company
- Central Elgin Fire and Rescue
- St. Thomas Fire Department
- Any owner of private property over which the subject machinery and trailer will pass

2.4.4 a traffic plan detailing and depicting the protocols and procedures contemplated in the transport of the subject machinery from Port Stanley to St. Thomas.

2.5 Upon receipt of the said Application for a Moving Permit and any and all supporting payments, security instruments, and documentation set forth in Section 2.2 and 2.4 above and confirmation of compliance with all requirements of this Agreement, Elgin, Central Elgin, and St. Thomas shall issue the Moving Permit contemplated in the form attached as Schedule "E" hereto.

3.0 Third Party Permission

3.1 Mammoet agrees that it shall be responsible for and shall obtain all permissions and clearances required to facilitate the transport of machinery contemplated by this Agreement.

3.2 Without limiting the generality of the foregoing, Mammoet agrees that it shall consult with and obtain the consent and assistance of the Ontario Provincial Police and St. Thomas Police Force to facilitate the transport of machinery contemplated by this Agreement and, further thereto, it will cause such police forces to confirm its satisfaction with the traffic plan proposed by Mammoet and its commitment to participate in and facilitate the transportation of machinery as contemplated by this Agreement.

4.0 Damage Repair

4.1 Mammoet agrees that it shall be responsible for any damage to municipal property caused by or sustained during the move of heavy machinery as contemplated by this Agreement. In this regard, Mammoet further agrees

that it shall repair and be financially responsible for the repair of any and all damage caused by the transport of heavy machinery contemplated by this Agreement, including but not limited to damage to any and all road surfaces, road beds, and facilities located within, above, or below the involved public highways.

- 4.2 Mammoet agrees that it shall execute an undertaking to repair damage in the form attached as Schedule "F" hereto and deliver up such undertaking to Hennessey Gibson Hogan as solicitors for Elgin, Central Elgin, and St. Thomas in support of the application for moving permit contemplated herein.
- 4.3 The parties hereto agree that the existence and extent of damage caused by the transport of heavy machinery as contemplated by this Agreement shall be determined by Golder Associates, a representative of which company shall inspect the involved public highways before, during, and after the passage of the involved heavy machinery over such public highways. In this regard, the opinion of Golder Associates as to the existence and extent of damage shall be final and binding.
- 4.4 Mammoet agrees that, after determination of the existence and extent of damage caused by the transport of the subject machinery pursuant to the permission and authorization granted hereunder, it shall arrange and pay for any and all necessary repairs to such highways or related facilities and property, the satisfactory completion of which shall be determined by Elgin, Central Elgin, and St. Thomas, as the case may be, failing which the municipal corporation having jurisdiction over the damaged highway or otherwise owning the damaged facility or property shall arrange and pay for such repairs to its satisfaction and Mammoet will thereafter reimburse such municipal corporation for the repair costs thereof.

4.5 Mammoet agrees that, in respect of the cost of any repair of damage to a public highway or related facility or property as caused by the transport of machinery pursuant to this Agreement, Elgin, Central Elgin, and St. Thomas, as the case may be, shall be paid from the damage deposit contemplated hereunder, such payment to be made immediately upon presentation of an invoice in respect thereof; provided that, if the combined amount of repairs to public highways and related property and facilities submitted by all involved municipal corporations shall exceed the amount of such deposit, then the said municipal corporation shall be repaid from such deposit based upon the proportional share of total repairs and Mammoet will immediately pay each such municipal corporation any un-reimbursed amount of repair costs upon presentation of an invoice therefore.

4.6 In the event that the combined cost of repairs of public highways and related facilities and property as caused by the transport of machinery contemplated by this Agreement shall be less than the total amount of the damage deposit, the remaining balance of such deposit shall be returned to Mammoet by Hennessey Gibson Hogan upon written direction from each such municipal corporation.

5.0 Expense Reimbursement

5.1 Mammoet agrees that it will be responsible for any and all expenses incurred by each municipal corporation in respect of and in any way related to the transport of machinery over public highways pursuant to this Agreement and any permit issued in respect thereof, including but not limited to:

- Legal expense associated with the negotiation and administration of this Agreement;

- All highway inspection and consultation costs as incurred by any one or combination of the involved municipal corporations, including but not limited to all invoices issued to any one or combination of the municipal corporations by Golder Associates;
- Any and all costs incurred by any municipal corporation for monitoring of the transport of machinery from Port Stanley to St. Thomas pursuant to this Agreement, including but not limited to the internal wage costs of any municipal employees assigned to and monitoring the move of machinery pursuant to this Agreement; and
- Any invoice issued by any police force, fire department, or utility corporation as related to services provided during the course of the move of heavy machinery contemplated by this Agreement.

5.2 Mammoet agrees that the aforementioned expenses as incurred by the involved municipal corporations shall be first reimbursed from the expense deposit held by Hennessey Gibson Hogan, which reimbursement will be initiated by such municipality submitting an invoice as against Mammoet to Hennessey Gibson Hogan and in response to which Hennessey Gibson Hogan shall immediately pay such municipality the amount of such invoice; provided that, if the amount of the combined cost of such expenses shall exceed the amount of the expense deposit, each municipality will be paid its proportional share of such deposit and the balance will be repaid to such municipality by Mammoet immediately upon presentation of the invoice in question.

5.3 In the event that the amount of the expense deposit shall exceed the combined amount of expenses incurred by Elgin, Central Elgin, and St. Thomas, Hennessey Gibson Hogan shall repay the said balance to Mammoet after receipt of written direction to do so from each municipal corporation.

6.0 Save Harmless and Indemnification

6.1 Mammoet shall at all times indemnify and save Elgin, Central Elgin, and St. Thomas harmless from and against any and all claims, demands, losses, costs, charges, expenses, actions, and other proceedings (including those in connection with Workplace Safety and Insurance Compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on Elgin, Central Elgin, or St. Thomas by any person, body, or corporation arising from or relating to the transport of machinery contemplated by this Agreement, including but not limited to the authorization and permission to utilize public highways for such transportation of machinery and/or the issuance of any permission to do so by Elgin, Central Elgin, and St. Thomas.

6.2 Without limiting the generality of the foregoing, the parties hereto agree that any one or combination of Elgin, Central Elgin, and/or St. Thomas shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered or sustained by Mammoet, or any employee, agent, or servant of Mammoet, or any other persons associated with Mammoet for any loss, theft, damage or injury to any property as suffered during a transport of heavy machinery contemplated by this Agreement or while acting under the authorization and permission granted by this Agreement.

7.0 Insurance

7.1 Mammoet covenants and agrees with Elgin, Central Elgin, and St. Thomas that, during the term of this Agreement and in respect of the transporting of machinery pursuant to any authorization and permission granted hereunder, it (Mammoet) will obtain and maintain, for its own named

benefit and for the further named benefit of Elgin, Central Elgin, and St. Thomas, a comprehensive general liability insurance policy in an amount of not less than TEN MILLION DOLLARS (\$10,000,000.00) per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with or arising or resulting from the transporting of machinery as contemplated by this Agreement, the granting of authorization and permission to do so in accordance with this Agreement, or through performance of obligations and/or obligations as outlined in this Agreement; for purposes of clarity, the parties agree that the aforementioned policy of insurance shall name Elgin, Central Elgin, and St. Thomas as additional insureds to such policy.

- 7.2 In support of the Application for a moving permit as referred to above, Mammoet shall furnish to Elgin, Central Elgin, and St. Thomas copies of the certificate of insurance issued in respect of the policy referred to in Section 7.1 above and Mammoet shall maintain such policy in full force and effect during the entire term of this Agreement.

8.0 Miscellaneous

- 8.1 The address and authorized representatives of the parties hereto are as follows:

For the Corporation of the County of Elgin

450 Sunset Drive
St. Thomas, Ontario
N5R 5V1
Clayton D. Watters

For Corporation of the Municipality of Central Elgin

450 Sunset Drive
St. Thomas, Ontario
N5R 5V1
Lloyd Perrin

For Corporation of the City of St. Thomas

545 Talbot Street
P.O. Box 520
St. Thomas, Ontario
N5P 3T5
John Dewanker

For Mammoet Canada Eastern Ltd.

170 Turnbull Court
Cambridge, Ontario
N1T 1J2
Neill Lackie

- 8.2 Words importing the singular herein shall include the plural and visa versa. Words importing gender shall include all genders.
- 8.3 The index and captions contained in this Agreement are for reference only and in no way affect this Agreement.
- 8.4 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein from time to time and shall be treated in all respects as an Ontario Agreement.
- 8.5 Each obligation and agreement contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 8.6 The invalidity or unenforceability of any provisions or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant in this Agreement and any such invalid provision or covenant shall be deemed to be severable.

- 8.7 Each covenant contained in this Agreement is a separate and independent covenant and a breach of covenant by any party will not relieve any other party from its obligation to perform each of its respective covenants, except as otherwise expressly provided in this Agreement.
- 8.8 No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by all parties.
- 8.9 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall any waiver constitute a continue of waiver unless otherwise provide.
- 8.10 All of the provisions of this Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 8.11 If, because of a circumstance beyond the control of any party hereto, the party has delayed in performing or observing a covenant or in complying with a condition under the terms of this Agreement that it is required to do by a specified date or within a specified period of time, and if the circumstance is neither caused by the default or act of commission or omission of that party nor avoidable by the exercise of reasonable effort or foresight by that party, the date or period of time by or within which it is to perform, observe, or comply will be extended by a period of time equal to the duration of the delay.
- 8.12 Each of the parties will, from time to time hereafter and upon the reasonable requests of the other party, make all such further acts, deeds, or assurances, including such certificates, as may be required to more fully implement the true intent of this Agreement.

- 8.13 Mammoet shall not assign the obligations, duties, responsibilities, rights and privileges contained in this Agreement unless Elgin, Central Elgin, and St. Thomas have given their prior written consent which may be unreasonably withheld.

IN WITNESS WHEREOF all parties hereto affix their corporate seal under the hands of their officers duly authorized in that behalf at the place and upon the dates so indicated.

Date: Corporation of the County of Elgin

Per: _____
Name:
Position:
I have authority to bind the corporation

Date: Corporation of the Municipality of Central Elgin

Per: _____
Name:
Position:
I have authority to bind the corporation

Date: Corporation of the City of St. Thomas

Per: _____
Name:
Position:
I have authority to bind the corporation

Date: Mammoet Canada Eastern Ltd.

Per: _____
Name:
Position:
I have authority to bind the corporation

DATED this day of , 2006

B E T W E E N :

**THE CORPORATION OF THE
COUNTY OF ELGIN**

- and -

**THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN**

- and -

CORPORATION OF THE CITY OF ST. THOMAS

- and -

MAMMOET CANADA EASTERN LTD.

A G R E E M E N T

Hennessey Gibson Hogan LLP
Barristers and Solicitors
99 Edward Street, 2nd Floor
St. Thomas, Ontario
N5P 1Y8
SHG:sb



**The Corporation of the
City of St. Thomas**

-25-

Report No.: TR-11-06

File No.:

**Directed to: Chairman C. Barwick and Members of the
Finance & Administration Committee.**

Date: March 20, 2006

Subject: Municipal Act S.O. 2001, c. 25, Section 284 (1) Reporting

Department: Treasury

**Attachments: Schedule A
Remuneration & Expenses**

Prepared by: Tracy Johnson, Manager of Accounting

RECOMMENDATION:

THAT Report TR-11-06 be received.

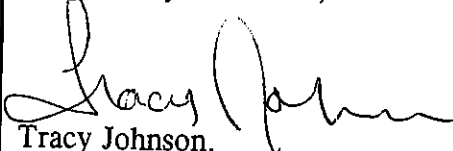
REPORT:

Section 284(1) of the Municipal Act S.O. 2001, c25 requires the Treasurer of the Municipality to disclose the remuneration and expenses paid in the previous year to each Member of Council in respect of his or her services as a Member of Council, as well as, any remuneration or expenses paid to each person appointed by the Council to serve as a Member of a Local Board.

Section 284(2) of the Municipal Act requires indication of the By-law or Resolution and the statutory provision under the authority of which the remuneration or expenses were paid. The City has enacted By-Law 140-01 as amended by By-Law 86-2002 regarding remuneration and By-Law 170-87, amended by By-Laws 13-90, 2-91, 191-97 and 140-01 regarding expenses.

Staff are pleased to answer any questions Members of Council may have on this matter.

Respectfully submitted,


Tracy Johnson,
Manager of Accounting



Schedule of Remuneration & Expenses for the Year ending December 31, 2005
By-Law 86-2002

Empl No.	Employee Name	Honorarium	Acting Mayor	Health Unit	Conservation Authority	Taxable Benefits	Schedule A		
							Police Commission	Expenses	Totals
<u>Mayor & Council</u>									
11220	Kohler, Jeff	Mayor							
11218	Turvey, Marie	Alderman	402.80	1,140.30	574.60	40.80	1,930.96 **	2,298.55	37,134.15
11219	Shackelton , Terry	Alderman	241.68	1,003.14		40.80	0.00 *	2,297.15	19,474.03
11221	Johnston, Thomas	Alderman		948.70		40.80	1,930.96 * &**	879.48	19,114.50
11223	Barwick, Cliff	Alderman				40.80	0.00	350.00	16,357.88
11224	Aarts, Bill	Alderman	201.40		637.50	40.80	0.00	509.47	16,206.15
11225	Chapman, Heather	Alderman	201.40		872.50	40.80	0.00 *	1,770.19	17,030.77
11226	Warden, Dave	Alderman				40.80	0.00 *	140.19	16,273.27
						40.80	0.00	600.00	15,659.18
<u>Police Services Board</u>									
11317	Beleutz, Jack	Chairman & Member	0.00			0.00	836.75 **		836.75
11331	Watson, Carole	Chairman & Member	0.00			0.00	2,992.99 **		2,992.99
11332	Huston, Vern	Member	0.00			0.00	1,930.96 **		1,930.96
11333	Cann, Don	Member	0.00			0.00	1,448.22 **		1,448.22
<u>Committee of Adjustment</u>									
11321	Miller, James	14 meetings attended							
11313	Walton, Angus	16 meetings attended	926.64			0.00	0.00		926.64
11325	Weagant, Daniel	15 meetings attended	1,029.60			0.00	0.00		1,029.60
			875.16			0.00	0.00		875.16
<u>Property Standards Committee</u>									
11308	Collins, David	1 meeting attended							
11311	Pressey, Larry	1 meeting attended	51.48			0.00	0.00		51.48
11327	Fournier, Dave	1 meeting attended	51.48			0.00	0.00		51.48
* includes remuneration & honorarium									

* includes remuneration as Acting Mayor

** includes remuneration as chairman/member Police Services Board



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CATFISH CREEK CONSERVATION AUTHORITY

Mission Statement: "To communicate and deliver resource management services and programs in order to achieve social and ecological harmony for the watershed"

March 14, 2006

City of St. Thomas
City Hall, P.O. Box 520
St. Thomas, ON N5P 3V7

MAR 15 2006

City Clerk's Dept.

Attention: Mr. Wendell Graves, Clerk

Dear Sir:

In accordance with Section 39 (3) of the Conservation Authorities Act, R.S.O. 1990, please find attached a copy of the Catfish Creek Conservation Authority's Audited Financial Statements for the year ending December 31, 2005.

This letter also serves as your notice that the CCCA Board of Directors unanimously adopted the 2006 General Levy and Special Plan Review Levy on March 9, 2006.

An invoice indicating the 2006 total Levy for the City of St. Thomas is enclosed. The Conservation Authority Resolutions state that Levy apportionments are payable in two equal installments on or before May 15th and September 15th, 2006, however, payment in full at this time would be appreciated.

If you have any questions concerning the aforementioned information, please do not hesitate to contact our office at your convenience.

Yours truly,

Mr. Kim Smale,
General Manager/Secretary-Treasurer

KS/sm
Enclosures

cc: Marie Turvey, Board Member



Conservation
ONTARIO

8079 Springwater Road, R.R. 5, Aylmer, Ont. N5H 2R4 (519) 773-9037

Fax: (519) 765-1489

E-mail: admin@catfishcreek.ca

Website: www.catfishcreek.ca

CATFISH CREEK CONSERVATION AUTHORITY

8079 Springwater Road, RR# 5,
AYLMER, ONTARIO N5H 2R4
(519) 773-9037

INVOICE

City of St. Thomas
City Hall, P.O. Box 520
St. Thomas, ON N5P 3V7

DATE: March 31, 2006
INVOICE: #2006L005

RE: General Levy & Special Plan Review Levy

General Levy	\$ 8,778.00
Plan Review Levy	250.00
<hr/>	
TOTAL	<u>\$ 9,028.00</u>

TERMS: Accounts are due when rendered. Accounts not paid within 30 days may be subjected to a charge of 2% per month. \$25 fee for NSF cheques.

CATFISH CREEK CONSERVATION AUTHORITY

2006 MUNICIPAL GENERAL LEVY COMPARISON

Municipality	2005 CVA Apport. %	2005 General Levy	2005 Levy With New CVA	Change Due to New CVA	Proposed Increase	2006 General Levy	* 2006 Special Planning Levy	2006 Total Levy
Aylmer, Town of	28.86%	37,331.00	37,180.00	-151.00	4,648.00	41,828.00	600.00	42,428.00
Central Elgin, Municipality of	25.75%	32,947.00	33,172.00	225.00	4,146.00	37,318.00	1,500.00	38,818.00
Malahide, Township of	35.97%	46,498.00	46,341.00	-157.00	5,793.00	52,134.00	3,200.00	55,334.00
South-West Oxford, Township of	3.37%	4,331.00	4,337.00	6.00	542.00	4,879.00	250.00	5,129.00
St. Thomas, City of	6.06%	7,726.00	7,803.00	77.00	975.00	8,778.00	250.00	9,028.00
	100%	128,833.00	128,833.00	-0.00	16,104.00	144,937.00	5,800.00	150,737.00

* Footnote:

Levies partially support the costs of operating the provincially mandated responsibilities of municipal plan input and review. The Province moved to greatly reduce grants in 1996. The Special Planning Levy is calculated based on past, existing, and anticipated program activity. The municipality has the option of recovering this Special Planning Levy through application fees.

Data for Calculation of Sliding Scale of Grants and Levy for 2006

Municipality	% of Municipality In Watershed	Current Value Assessment (CVA) for Municipality	Current Value Assessment (CVA) In Watershed	CVA Based Apportionment Percentage
Aylmer, Town of	100%	420,760,687	420,760,687	28.86%
Central Elgin, Municipality of	40%	938,498,549	375,399,420	25.75%
Malahide, Township of	82%	639,542,320	524,424,702	35.97%
South-West Oxford, Township of	8%	613,493,505	49,078,480	3.37%
St. Thomas, City of	4%	2,207,717,033	88,308,681	6.06%
		4,820,012,094	1,457,972,971	100%

The apportionment figures are based on "Content of Assessment Breakdown by Class from 2004 Year-End Summary of Assessment for Tax" data provided by MPAC, and further modified by MNR in accordance with Ontario Regulation 670/03. Population data are also provided by MPAC and are reflective of the 2004 assessment roll for 2005 taxation.

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Corporation of the
City of St. Thomas

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Report No.

TR 10-06

File No.

90-16

Directed to: Chairman Bill Aarts and Members of the Community and Social Services Committee

Date

March 14, 2006

Department: Treasury – Facilities and Property

Attachment

Prepared By: C. Frank Lattanzio, Manager of Facilities and Property

Subject: **City Hall – Condition of Brickwork**

Recommendation:

THAT: Council receive Report TR 10-06 relating to the City Hall brickwork as information.

Report:

At the February 20th, 2006 Council meeting Alderman Terry Shackelton requested that staff examine the brickwork in front of City Hall to check for loose brick and decaying mortar.

In 2005 the city hall slate roof was repaired and as part of that process the roofing contractor identified some areas of concern. These areas included the windows, caulking, eaves troughs and deteriorating bricks. These areas of concern prompted staff to include a complete Building Condition Assessment in part one of the 2006 Capital Budget which council approved.

Presently staff is preparing the terms of reference for this Building Condition Assessment. The Request for Proposals will be going out in April.

Since February 20th, 2006 staff has taken a closer look at the deteriorating bricks especially in the front of the building. There is no question that the bricks around the face of the clock are in poor condition. The exact condition of the brickwork cannot be determined without close physical inspection which staff is pursuing with the Building Condition Assessment.

It is important to note that the ground area directly below the clock tower is soft landscaping with hedges and shrubs minimizing the hazard. In the interim staff have cordoned off the area with caution tape.

Respectfully,

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other

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**MURPHY & MURPHY**
ARCHITECT INC.**March 2006 Monthly Report**
St. Thomas Fire Station No.2To: R. Barber, Fire Chief
City of St. Thomas
545 Talbot Street
St. Thomas, ON
N5P 3V7Project: Dennis A. Redman
No. 2 St. Thomas Fire Station
235 Burwell Road
St. Thomas, Ontario
N5P 4J7

Date: March 14, 2006

Report No: 3

Pages: MMA 3 pages

March 2006 Monthly Report**3.1 Project Summary**

The Grand Opening has not yet been scheduled.

Update Feb. 3, 2006: Site meetings have changed from 10:00am to 1:00pm on the scheduled Thursdays in order for Fire Chief Bob Barber to attend regularly.**3.2 Meetings**

Date	Description
October 19, 2005	Recommended Site Meeting
November 2, 2005	Tender Closing (part 1)
November 3, 2005	Tender Closing (part 2) – Tender Opening
November 4, 2005	Tender Review
November 14, 2005	City Council Meeting (Approval)
November 15, 2005	Contract Award
November 24, 2005	Post Bid Meeting
November 28, 2005	Final Permit Approval – Construction Begins
December 5, 2005	Finish Hardware Review with Owner
December 5, 2005	Site Meeting – General Construction Review
December 22, 2005	Site Meeting – General Construction Review
January 5, 2006	Site Meeting – General Construction Review
January 19, 2006	Site Meeting – General Construction Review
February 2, 2006	Site Meeting – General Construction Review
February 16, 2006	Site Meeting – General Construction Review
March 2, 2006	Site Meeting – General Construction Review

3.3 Budget

The project remains under budget at this time.

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3.4 Schedule

Substantial Performance of the Project is scheduled for June 1, 2006. The Substantial performance date of June 1, 2005 is dependant on the conditions of the winter weather. The schedule will be updated once the building is water tight and concrete slab on grade are placed. (Draft schedule attached)

Update Mar. 2, 2006: Lost days due to unseasonably inclement weather is 11 days according to the Contractor.

3.5 Design Issues

Update Mar. 3, 2006: Grades were modified at both entrances to accommodate the sidewalk along the property line at Burwell Road. The new concrete sidewalk is a separate price (Separate Price # 1) in the Tender Documents which has not been approved to be engaged to date.

3.6 Procurement

Update Mar. 8, 2006: The Third Progress Payment will be made to Graceview Enterprises Inc. for February 2006. The majority of the work performed was site work, site services, concrete, masonry, structural steel and electrical.

Update Mar. 8, 2006: To date there have been 6 Change Orders processed; refer to attached Change Order Summary for details. The Architect is waiting for quotations from the General Contractor on remaining Contemplated Change Orders.

3.7 Construction Progress

Photos are being taken at every Site Meeting and periodically in between to monitor and record progress of Construction. Photos will be turned over to Owner at Project Completion.

As of March 2, 2006:

Both flat roofs over pre-cast slabs are watertight. Concrete slab-on-grade is complete less the Apparatus Bay. Building has been enclosed and the temporary heat is on. Block masonry to interior walls is in progress until mid next week enabling full access for Mechanical and Electrical rough-ins. Electrical distribution panels and aluminum window frames have arrived to the site. Structural steel framing for Apparatus Roof is nearing completion and steel deck is scheduled to start next week. Water main and natural gas services to building are complete. Transformer delivery to site is pending site preparation at new location, recently resolved.

3.8 Issues and Risk Management

Update Mar. 3, 2006: As noted in previous monthly report, there was additional excavation required along Gridline 6 with the amounts to be determined. It has since been brought to the attention of the Architect and STFD that there were also additional excavations required directly under the building and in the parking area at the Main Entrance. Contractor was required to excavate and remove from the site additional depth of organic non-bearing topsoil materials encountered. Under the building the Contractor was required to fill additional excavated materials with granular fill. In the area of the parking the Contractor was required to fill additional excavated materials with native topsoil and granular materials. The Architect's Site Service Consultant and Soils Consultant are investigating to determine the amount of materials that were required to be excavated and subsequently filled with new materials. There will be costs incurred for this work. A comprehensive soils report was prepared for Tender, the additional excavation required was occurred between boreholes taken for the soils report and were therefore unforeseen.

Site Testing and inspections by Technicians and Engineers are being preformed as required.

3.9 March Priorities:

Continue to process and review Shop Drawings by Contractor/ Consultant.

Continue with masonry work for interior (non load bearing) concrete block walls. North and South areas are currently enclosed and are being heated to allow ongoing interior progress.

Continue with installation of interior mechanical ductwork and plumbing & electrical services.

Structural Steel to be fabricated and installed in Apparatus Bay – installation of steel roof deck and sloped metal roofing to be underway, as part of the focus toward completing the building enclosure.

Delivery of rooftop mechanical units; delivery of interior make-up air unit.

Copies to: Bob Barber
Mike Hoogstra

St. Thomas Fire Department 631-0215
St. Thomas Purchasing Dept. 633-9019

MURPHY & MURPHY ARCHITECT INC.


Bob Miller - Project Coordinator

MURPHY & MURPHY ARCHITECT INC. 775 WATERLOO STREET, LONDON, ONTARIO Project No.: 2036 Captain Dennis A. Redman No.2 Fire Station 235 Burwell Road St. Thomas, ON										File: 2036\CCO SUMMARY March 6, 2006										
PROJECT CHANGE ORDER SUMMARY																				
PTA #1		Scope of Work Description	CO	CO	Amount													MMA	STFD	Design
No.	Item		No.	Item	Approved	7% GST	Including GST											Remarks	Decision	Change by
Post	1	Back flow preventor - clarification	4	1.1	\$0.00	\$0.00	\$0.00											CLARIFICATION		MMA
Tender	2	Revise Isolation Valve from 50mm to 150mm	4	1.1	\$1,236.40	\$86.55	\$1,322.95													MMA
Addendum	3&4	Extra heat detection devices	4	1.2	\$431.20	\$30.18	\$461.38													MMA
	1.3	PTA 1R2 - Revise 150mm water service from PTA #1 (Refer to item #2 above)	4	1.3	(\$780.37)	(\$54.63)	(\$835.00)													
		Contractor mark-up @ 10%			\$88.72	(\$54.63)	\$34.09													
PTA #1 Sub.					\$975.95	\$68.32	\$1,044.27												Approved	
CCO	Item	Scope of Work Description	CO	Item	Approved	7% GST	Including GST											Remarks	Decision	Change by
1	1.1	Nederman Vehicle Exhaust Extraction - Release of Cash Allowance			\$0.00	\$0.00	\$0.00											CASH ALLOWANCE		MMA
	2.1	Communication Equipment - Release of Cash Allowance			\$0.00	\$0.00	\$0.00											CASH ALLOWANCE		MMA
	3.1	Co-ordination of Power Supply - Release of Cash Allowance			\$0.00	\$0.00	\$0.00											CASH ALLOWANCE		MMA
1 Subtotal					\$0.00	\$0.00	\$0.00													
2	1.1	Delete Wilkinson Water Box and replace with manhole	1	1	(\$25,000.00)	(\$1,750.00)	(\$26,750.00)													CITY/SPH
	1.2	Provide 150mm d/rap stone around office pipe in storm detention pond	1	2	\$950.00	\$66.50	\$1,016.50													CITY/SPH
	2.1	Building Permit approval conditions from City of St. Thomas.	1	-	\$0.00	\$0.00	\$0.00											SITE INSTRUCTION		CITY
2 Subtotal					(\$24,050.00)	(\$1,683.50)	(\$25,733.50)												Approved	
3	1.1	Locate 2 'C4' structural columns on Gridline '5' at Gridline '1' West of Gridline 'L'			\$0.00	\$0.00	\$0.00											RFI		MMA
	1.2	Supply & install gypsumboard surrounds for 'C4' columns			\$0.00	\$0.00	\$0.00													MMA
	2.1	Revise 'L2' lintels above knock-out panels at rear of Apparatus Bay			\$0.00	\$0.00	\$0.00													MMA
	2.2	Revise knock-out panel extent of construction regarding stucco assembly			\$0.00	\$0.00	\$0.00													MMA
	3.1	Site Service - Site Entrances			\$0.00	\$0.00	\$0.00													SPH
	3.2	Site Service - Sidewalk at Entrance grade revisions			\$0.00	\$0.00	\$0.00													SPH
	4	Structural Testing - Release of Cash Allowance			\$0.00	\$0.00	\$0.00											CASH ALLOWANCE		MMA
	5	Relocate Intercom outside of Vestibule to inside Vestibule			\$0.00	\$0.00	\$0.00													MMA
	6.1	Revisions to toilets - auto flush to manual flush			\$0.00	\$0.00	\$0.00													NA
	6.2	Revisions to urinal - auto flush to manual flush			\$0.00	\$0.00	\$0.00													NA
3 Subtotal					\$0.00	\$0.00	\$0.00													
4	1.1	Door Finish Hardware - Release of Cash Allowance	6	1	\$0.00	\$0.00	\$0.00											CASH ALLOWANCE		MMA
	2.1	Revise finish on door #102-1 from PL-3 (laminate) to PT-4 (paint)	6	2	\$0.00	\$0.00	\$0.00											SITE INSTRUCTION		MMA
	2.2	Revise swing on door #104-1 from RHR to RH	6	2	\$0.00	\$0.00	\$0.00											SITE INSTRUCTION		MMA
	2.3	Revise swing on door #106-1 from RHR to LHR	6	2	\$0.00	\$0.00	\$0.00											SITE INSTRUCTION		MMA
	2.4	Revise size of glass in doors #113-1, 113-2, 115-1 to be 127mm x 508mm	6	2	(\$103.00)	(\$7.21)	(\$110.21)											SITE INSTRUCTION		MMA
4 Subtotal					(\$103.00)	(\$7.21)	(\$110.21)												Approved	



Corporation of the

City of St. Thomas

Report No.

ES33-06

File No.

05-062-07

Directed to:

Alderman Terry Shackelton and Members of the Protective Services Committee

Date

March 20, 2006

Department:

Environmental Services Department

Attachment

Prepared By:

Dave White, Supervisor, Roads & Transportation

Iron Horse Festival Request

Subject:

Road and Parking Lot Closures for The Iron Horse Festival – August 23-27, 2006

Recommendation:

It is recommended that:

1. Council declare the Iron Horse Festival as a Community Festival, and;
2. The following Iron Horse Festival road closures be approved by Council;
 - Talbot Street be closed from 5:00 p.m., on Wednesday, August 23rd, 2006, to 12:00 midnight, Sunday, August 27th, 2006, from St. Catharine Street to Elgin Street, and;
 - White Street be closed from 5:00 p.m., Tuesday, August 22nd, 2006 to 12:00 midnight Sunday, August 27th, 2006 from Talbot Street to Centre Street, and;
 - Mondamin Street, be closed from 8:00 a.m., Wednesday, August 23rd, 2006 to 12:00 midnight Sunday, August 27th, 2006 from Talbot Street to Curtis Street, and;
 - The Iron Horse Festival Committee be permitted to extend the street closure on Talbot Street from Elgin Street to St. George Street for the Friday Night Classic - Cruise-In Car Show, for Friday August 25th, 2006 evening only from 5:00 p.m. until 11:00 p.m., and;
 - Mary Street from Talbot Street north to the laneway entrance be closed and that Hincks Street from Talbot Street south to the laneway entrance be closed from 5:00 p.m., on Tuesday, August 22nd, 2006, to 12:00 midnight, Sunday, August 27th, 2006; and,
3. The following Iron Horse Festival parking lot closures be approved by Council;
 - One half of Hepburn Parking Lot be closed from 5:00 p.m., Tuesday August 22nd, 2006 to 12:00 midnight, Sunday August 27th, 2006, and;
 - The White Street Parking Lot be closed from 5:00 p.m., Tuesday August 22nd, 2006 to 12:00 midnight Sunday, August 27th, 2006 for a portion of the midway, and;
4. The Iron Horse Festival Committee be permitted to hold the Iron Horse Festival on the closed portions of Talbot Street, White Street, Mondamin Street and the Hepburn and White Street Parking Lots providing that all the concerns of the Fire Dept., Environmental Services Dept, Police Services, Treasury Dept. (Recreational Services Section), and the St. Thomas - Elgin Health Unit are addressed, and;

Report:

Origin

The Iron Horse Festival is held during the fourth week of August in each year. Mr. Paul Corriveau, Chairperson – Iron Horse Festival Committee appeared before the Special Events Committee on February 2, 2006 to request similar considerations for the 2006 event as in 2005.

A copy of the letter of request from the Iron Horse Festival is attached which details all the venues and uses. Shown below is the resolution that was passed by the Special Events Committee on February 2, 2006.

THAT: The Special Events Committee support the Iron Horse Festival request for the following:

1. Council declare the Iron Horse Festival as a Community Festival
2. Talbot Street be closed from 5:00 p.m., on Wednesday, August 23rd, 2006, to 12:00 midnight, Sunday, August 27th, 2006, from St. Catharine Street to Elgin Street, and;
3. White Street be closed from 5:00 p.m., Tuesday, August 22nd, 2006 to 12:00 midnight Sunday, August 27th, 2006 from Talbot Street to Centre Street, and;
4. Mondamin Street, be closed from 8:00 a.m., Wednesday, August 23rd, 2006 to 12:00 midnight Sunday, August 27th, 2006 from Talbot Street to Curtis Street, and;
5. One half of Hepburn Parking Lot be closed from 5:00 p.m., Tuesday August 22nd, 2006 to 12:00 midnight, Sunday August 27th, 2006, and;
6. The White Street Parking Lot be closed from 5:00 p.m., Tuesday August 22nd, 2006 to 12:00 midnight Sunday, August 27th, 2006 for a portion of the midway;

- 37 -

THAT: The Iron Horse Festival Committee be permitted to hold the Iron Horse Festival on the closed portion of Talbot Street, White Street, Mondamin Street and the Hepburn and White Street Parking Lots providing that all the concerns of the Fire Dept., Environmental Services Dept, Police Services, Treasury Dept. (Recreational Services Section), and the St. Thomas - Elgin Health Unit are addressed;

THAT: The Iron Horse Festival Committee be permitted to extend the street closure on Talbot Street from Elgin Street to St. George Street for the Friday Night Classic - Cruise-In Car Show, for Friday August 25th, 2006 evening only from 5:00 p.m. until 11:00 p.m.;

THAT: Mary Street from Talbot Street north to the laneway entrance be closed and that Hincks Street from Talbot Street south to the laneway entrance be closed from 5:00 p.m., on Tuesday, August 22nd, 2006, to 12:00 midnight, Sunday, August 27th, 2006.

Standard Conditions from Previous Years (2003/2004/2005)

1. Fire Department.
 - a. Provide 6 m fire lanes through the road closure to service Fire, Police and Emergency Vehicles.
 - b. Provide proper fire fighting equipment and fire safety measures by all participants in the Iron Horse Festival.
 - c. The Fire Department will visit each food service booth, rib cook booth and other displays to ensure that all fire safety regulations are met.
 - d. Provide a complete site plan of the Iron Horse Festival
 - e. Provide a separate site plan for the beer tent and refreshment areas.
 - f. Keep the area around all fire hydrants (3m radius) clear to provide access to the fire hydrants.
2. St. Thomas Police Services.
 - a. The Iron Horse Festival Committee is responsible for providing their own security for the event including the midway areas, road closure area, parking lots, parkettes and other areas where the event will take place.
 - b. Alcoholic beverages are to be served in plastic containers, no glass containers or glass bottles shall be used
 - c. The provisions of the City's Noise By-law will be enforced
 - d. Supervision is required for youth and children's activities including skate boarding, roller blading, etc. including the use of the proper recommended safety equipment
 - e. Provide copies of all promotional material provided to the participants to aid the Police Services in answering any questions that they may receive during the event
 - f. Provide the names and phone numbers for a 24-hour contact person who may be contacted if there are problems during the event
 - g. Provide proper fencing for the beer garden and refreshment area in accordance with the LCBO regulations
3. Facilities
 - a. The Iron Horse Festival Committee attend a meeting with the facility staff to review hydro and water needs from city hall
 - b. The Iron Horse Festival Committee will pay all hydro and water costs for the event
 - c. Hydro will be provided for the Mondamin Street Stage from City Hall
4. Environmental Services Department.
 - a. Provide sufficient displays to ensure that there is ample activity throughout the entire road closure area
 - b. Provide the names and phone numbers where a full-time event coordinator can be reached to deal with complaints received by the City
 - c. Stakes for tents and amusement rides will not be permitted. Provide ample water barrels or concrete blocks to adequately support these tents and rides.
 - d. Trees and streetscape furniture are not to be used by the Committee or event participants
 - e. The hydro supply to the decorative trees will not be used
 - f. All hydro cables running along the ground are to be ramped to reduce trip hazards to pedestrians
 - g. All Ontario Electrical Safety permits and inspections will be the responsibility of the Committee
 - h. Provide adequate volunteers to man the barricades for emergency vehicles
 - i. Iron horse is not to disrupt the watering of the hanging flower baskets
 - j. Parks department will provide benches, picnic tables and garbage cans
 - k. Detour signing and erection of barricades for the road closure of Talbot Street including side streets will be done by the City's Works Department
 - l. The removal of the barricades on Talbot Street from St. Catharine Street to Elgin Street including those located on the side streets from the road closure area will be removed by

- the Iron Horse Festival Committee when the event concludes on Sunday night and stacked neatly at the side of the road.
 - m. All barricades to be removed or erected outside of normal working hours of operation of the City's Roads Operations for the closure of the parking lots will be done by the Iron Horse Festival Committee
 - n. The City of St. Thomas Works Department will pick up the barricades during normal hours of work on the following Monday
 - o. The City of St. Thomas Works Department will remove the detour signs during normal hours of work on the following Monday
 - p. City transit buses will be routed around the road closure areas to provide as near a normal service as possible
 - q. Iron Horse advertising will include alternate bus routes and stops
 - r. The closure of Talbot Street in front of the terminal will severely alter and hamper the operation of St. Thomas Transit and Paratransit
 - s. Vehicles which normally park in the White Street Parking Lot will be provided with alternative parking in the Upper St. Catherines and Scott St. Parking Lot.
5. Health Unit
- a. Provide ample notice to the Health Unit prior to food booth inspections
 - b. Keep pets and animals out of and away from food booths and food preparation areas
 - c. Provide ample washrooms and wash stations
 - d. The health unit will provide requirements for food vendors to Iron horse for distribution to food vendors.

The Health Unit has also notified the Festival organizers that if they identify food vendors that are known to have not registered with the Health Unit, even those vendors on the peripheral exterior of the Festival area, they are to notify the Health Unit.

6. Licenced Food Courts (Beer Gardens)
- If a hotel or licensed establishment wishes to have an on-street beer garden during the road closure, the owner of that establishment must make a separate request to Council for permission to operate a beer garden or licensed food court area in the road closure area. When the requests are received, staff will review each request and report to the Council at that time. All requests for on-street beer gardens or licensed food court areas must be accompanied with a letter of approval from the Iron Horse Festival Committee prior to receiving Council Approval.
7. Hydro and Water
- The Iron Horse Festival Committee has requested the use of hydro and water facilities located in Hepburn Park, Greens Parkette, City Hall and the fire hydrant at Mary and Talbot St. The committee has used these facilities in the past and is in agreement to obtain any and all Ontario Electrical Safety permits and inspections, any approvals required by the St. Thomas Energy and will pay all costs for these services.

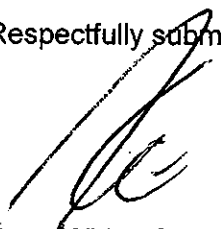
Financial Considerations

- 1. The Iron Horse Festival Committee will pay costs associated with hydro and water use related to the festival operations.
- 2. The cost of erecting the detour routes and barricades for the road closure is included the Environmental Services Operating Budget (Roads and Transportation) for special events
- 3. The cost for providing picnic tables, garbage cans benches, etc. is included in the Environmental Services Operating budget (Parks) for special events.

Alternatives

- 1. Decline the requests of the Iron Horse Festival as outlined in their request to the Special Events Committee.
- 2. Grant the request of the Iron Horse Festival Committee for the Talbot Street Road closure and the use of the White and Hepburn Street Parking Lots to celebrate the Iron Horse Festival.

Respectfully submitted



Dave White, Supervisor of Roads and Transportation
Environmental Services

Reviewed By: _____

Treasury	Env Services	Planning	City Clerk	HR	Other
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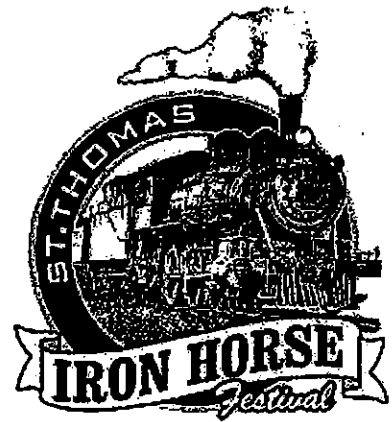
January 26, 2006

Alderman Dave Warden
Chairperson - Special Events Committee
City of St. Thomas
545 Talbot St
St. Thomas, Ont.
N5P 3V7

City of St. Thomas
Receivable

JAN 27 2006

City Clerk's Dept



P.O. Box 20094, St. Thomas Ontario
N5P 4H4 Phone: 519-633-2535

Dear Mr. Warden:

As per your request, I am providing you with a list of items that will require City of St. Thomas approval and support. This list is comprised of items that have been requested and secured in past Festivals.

1. **Community Festival** - the festival wishes council to once again declare the Iron Horse Festival as a Community Festival. *(same as 2003, 2004 & 2005)*
2. **Street Closure** - White Street (from Talbot Street to Centre Street), Mondamin Street (from Talbot Street to Curtis Street) and Talbot Street (from Elgin Street to St. Catherine's Street) Mary Street (from Talbot Street north to laneway entrance) and Hincks Street (from Talbot Street south to laneway entrance) to be closed from Tuesday, August 22nd to Sunday, August 27th, 2006. *(same duration as 2004 & 2005)*
We request the use of the street as follows:
 - White Street (Tuesday at 5:00 p.m.) *Change
 - Mondamin and Hincks Street (Wednesday at 8:00 a.m.)
 - Talbot Street, and Mary Street begin closure (Wednesday at 5:00 p.m.)
 (Talbot Street from Ross Street to St. Catherine's to be determined by Festival and City Staff if sufficient events warrant closure at a later date)
3. **Cruise Night Street Closure** - Talbot Street from Elgin Street to St. George Street to be closed (to vehicular traffic except those participating in the Cruise-In Car Show) from Friday, August 25th at 5:00 p.m. to 11:00 p.m. *(Street Barricades will be removed by Festival volunteers once the street is cleared)*
 - Cruise-In Car Show participants will park from the curb out in a diagonal fashion allowing for a fire-lane to be established throughout the street closure portion in the centre of the street.
 - Cruise-In Car Show participants will be asked to enter the street closure at St. George Street lights and travel East until the street is filled.
4. **Midway Location** - We will be utilizing Talbot Street from St. Catherine's to just past Holy Angels Church *(same as 2004 & 2005)* White Street and the White street parking lot will also be utilized.
5. **Fire Hydrant Use** - We are requesting the use of the following fire hydrants *(with adapter)*
 - North West corner of Holy Angels property on Talbot St. *(same as 2004 & 2005)*
 - South West corner of City Hall. *(same as 2004 & 2005)*
 - North-west corner of Mary Street and Talbot *(same as 2004 & 2005)*
 - South East corner of Mill Street and *(same as 2004 & 2005)*
6. **White Street Parking Lot** - We are requesting the use of the parking lot from approximately Tuesday * August 22nd at 5:00 p.m. till Sunday August 27th for a portion of the midway.
7. **Rib-fest** - The location for the Rib-fest will be in the same location as 2004 & 2005, that being in front of the Post Office from approx. Mary Street to Hincks Street. *(same as 2004 & 2005)*
8. **Mondamin Street** - also proved very successful, as we featured our community stage on the street presenting the best in local and children's entertainment. *(same as 2004 & 2005).*
9. **Hiawatha and Southwick Streets** - These streets have been closed to vehicular traffic and assisted the festival in providing a safer and more connected environment. The festival would like this to continue with the hopes of being able to work closely with the Fire and Police departments to try to fill in some of the empty space while not compromising the requirement for access. Possible Vendor locations will be coordinated with Fire and Police. *(same as 2004 & 2005).*
10. **Hepburn Parking Lot** - the Festival requests the use of the parking lot as in past years for the main entertainment venue and a licensed refreshment area. We are requesting the use of the just over half of the Parking Lot from Tuesday (5:00 p.m.), August 22nd till Sunday, August 27th. The remaining portion will

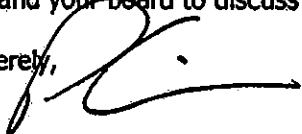
allow for customer parking throughout the entire Festival. *(same as 2005)*.

11. **Washroom Facilities** - will be provided in the same locations as last year. A set of washrooms complete with wheel chair accessible unit and hand washing stations will be located at Green's parkette, Hepburn parking lot, and on Hincks Street. *(Same as 2003, 2004 & 2005)*
12. **Garbage Facilities** - will be located in the same vicinity as 2004 & 2005 (behind Holy Angels Church), a larger roll-off unit proved to be successful as it was central to all of our garbage concerns plus we had an increase in the amount of garbage we received last year.
13. **Security** - The Festival will continue to hire additional security plus enlist the services of additional volunteers throughout the Festival. We hope that the St. Thomas Police will continue to provide additional foot patrols as they have in the past years. Our Security Coordinator will contact the Police as directed to review any concerns or additional measures.
14. **First Aid** - The Festival will continue to secure the services of St. John Ambulance and will locate them in a central location with easy access to side streets. They proved most valuable in 2004 & 2005 as they have in previous years.
15. **Health Unit** - As per previous years, the Festival will incorporate the Health Units Vendor Information sheet as part of our Vendor Application process. Once the vendor has returned their application, the Festival will gather all applications and submit to the Health Unit for their records. *(same as 2003, 2004 & 2005)*
16. **Bleachers, Benches, Picnic Tables and Garbage Cans** - As per previous year's the Festival requests that the City provide and deliver the following items outlined below:
 - 8 bleachers delivered to Hepburn Parking Lot *(same as 2005)*
 - 2 bleachers delivered to the Cenotaph (Princess Avenue & Talbot)
 - 100 Picnic Tables delivered to (70) Hepburn Parking Lot, (20) Hincks Street and (10) Mondamin Street *(same as 2003, 2004 & 2005)*
 - 20 Benches delivered to Mondamin Street *(same as 2003, 2004 & 2005)*
 - 50 garbage cans delivered to Hepburn Parking Lot for re-distribution by Festival *(same as 2003, 2004 & 2005)*
17. **Portable Fencing** - As the Festival manufactured portable legs and donated them to the Parks and Recreation Department, the Festival would like to once again use the portable fencing available for the sectioning off of the Hepburn Parking lot. The Festival will pick up the fencing and return as directed by the Parks and Recreation Department. *(same as 2003, 2004 & 2005)*
18. **Hydro** - The Hydro set-up will be similar to our set-up in 2003, 2004 & 2005.
 - our portable hydro trailer to be set-up on Mary Street with portable hydro panels and extensions being located east and west of Mary Street on Talbot. *(same as 2003, 2004 & 2005)*
 - A temporary hydro service and portable hydro panel will also be located by Hepburn Parking lot for our main entertainment stage. *(same as 2003, 2004 & 2005)*
 - A temporary hydro service and portable hydro panel will also be located by Hincks Street for our licensed Hincks Street entertainment stage. *(same as 2004 & 2005)*
 - a portable hydro panel will also be installed on Talbot Street in front of Mortin and Locke Insurance. *(same as 2004 & 2005)*
 - the Hydro panel in Hepburn Parkette *(same as 2004 & 2005)*
 - a couple of circuits from Mondamin Street (trees & City Hall outlet) *(same as 2004 & 2005)*
 - the hydro panel in the Green's Parkette. *(same as 2004 & 2005)*

The Festival site coordinator will meet with City Staff to review all hydro issues on site prior to the Festival.

We look forward to working closely with the Special Events Committee, City Staff as well as members of the Downtown Development Board and their respective merchants in order to present the best downtown Festival possible. If you have any questions or concerns regarding our request, I would be more than happy to meet with you and your board to discuss further.

Sincerely,



Paul Corriveau
Iron Horse Festival President

c.c: Downtown Development Board



Corporation of the

City of St. Thomas

-41-

Report No.

CC-15-06

File No.

Directed to:

Chairman T. Shackelton and Members of Protective Services and Transportation Committee

Date

March 1st, 2006

Department:

City Clerk's

Attachment

Prepared By:

Dale Arndt, Airport Superintendent

Letter of Request

Subject:

741 Air Cadet Annual Ceremonial Review - St. Thomas Municipal Airport

Recommendation:

THAT: City Council authorize the use of a portion of an airport area at the St. Thomas Municipal Airport by the 741 Air Cadets to host their Annual Ceremonial Review on Saturday, May 27, 2006 from 0800hrs to 1800hrs, subject to the following conditions:

1. All arrangements are to be confirmed with the Airport Superintendent.
2. The use of the leased airport lands and facilities must be arranged with tenants involved and will be subject to City Council's approval.
3. A certificate of public liability and property damage insurance with covering limits of minimum of \$5,000,000. certifying that the City of St. Thomas has been named as an additional insured for this event only, to be submitted to the City Clerk prior to the start of the event.
4. The 741 Air Cadets to be responsible for the provision of temporary toilet facilities, hand rinse, and that clean safe water is supplied for participating cadets and parents and guests during the event.
5. An individual with proper first aid training be available for the duration of the event.
6. No open fire/flame be permitted within or on subject area.
7. No discharge of any firearm or air rifle.
8. The City of St. Thomas shall not assume any liability for any claims of damages, loss of income, or injury of any nature whatsoever arising out of the use of the St. Thomas Municipal Airport for the purpose stated.
9. Submission of a \$200.00 deposit with the Airport Superintendent at least 48 hours prior to the commencement of the event, which will be refunded if the grounds are left in a clean and tidy condition to the satisfaction of the Airport Superintendent.
10. Submission of the non-profit group use daily rate of \$246.00 to the Corporation of the City of St. Thomas at least 48 hours prior to the commencement of the event, this fee will not be refunded.

Origin:

Letter from Captain G. Shaw, Commanding Officer, requesting the use of a portion of the main hangar and ramp area adjacent to it for the Cadets' annual inspection.

Analysis:

According to the Air Cadets, the objective of the annual review is to highlight the cadets' learning throughout the training year: their discipline, uniforms and deportment, high moral and esprit de corps.

Approximately 200 cadets and guests will be in attendance at this event.

The ramp area in front of the large hangar can not be guaranteed due to the very busy schedule of Supermarine aircraft. I have discussed other suitable areas for the parade /review with Mr Shaw and he is in agreement with my proposed alternatives.

Financial Consideration:

The daily rate for non-profit group use is currently \$246.00, which shall be paid in full, to the Corporation of the City of St. Thomas, prior to commencement of the event.

Respectfully,


Dale Arndt,
Airport Superintendent

Reviewed
By:

Treasury

Env.
Services

Planning

City Clerk

HR

Other

741 Elgin Royal Canadian Air Cadet Squadron
40 Wilson Ave.
St. Thomas ON N5R 3R2

1085 – 10 – 1 (CO)

18 February 2006

St. Thomas Municipal Airport
545 Talbot St. P.O. Box 520, City Hall
St. Thomas ON N5P 3V7

USE OF FACILITY FOR 741 AIR CADET ANNUAL CEREMONIAL REVIEW

Mr. Dale B. Arndt
Air Port Superintendent – St. Thomas Municipal Airport

741 Elgin Royal Canadian Air Cadet Squadron of St. Thomas would like to request use of certain Airport facilities for their ACR – Annual Ceremonial Review on Saturday 27 May 2006. This full ceremonial parade involves 50 cadets in the range of 12 to 19 years of age and 10 staff. A special Reviewing Officer is brought in to review the squadron on parade. In attendance will be various dignitaries, officers, former staff and cadets plus parents of all the cadets. This special once a year parade is a chance for the cadets to show what they have learned throughout the training year. To show their discipline, uniforms and deportment, their high moral and esprit de corps. In being an Air Cadet unit it would be great to continue this special parade at an airfield. If this can be continued it would be a fantastic and great endeavor for all the cadets. The youth of our community.

Contact for this event will be Lt Mike Yates at 637-0272 and Capt. George Shaw at 631-8394.
We look forward to working with you and your staff.

Thank you very much for your time in this endeavor. The cadets and youth of today will become the leaders of tomorrow.

Enclosed is a letter to City Council

Other requirements are in the works. 1. \$200.00 deposit (still have last years)

2. Insurance waiver will be sent directly to the clerks office

3. Portapots will be ordered for the day.

4. Water will be arranged

5. Any other as you require.

One question: is there a backup at the Air Port in case of inclement weather. We will need a back up plan just in case.

6. Please note: Any and all requirements you need from our unit for the Snow Bird Fly in and static display – please get with Lt Mike Yates 637-0272 or yatesmitchell@sympatico.ca

Mr. Dale Arndt
Air Port Superintendent

Timings for the event will be as follows: Sat. 27 May 2006

- All day from approx. 0800hrs to 1800hrs
- 0800 to 1100hrs / setup for parade, chairs, displays etc.
- 1030hrs / practice for parade
- 1130hrs / Lunch for all cadets
- 1230hrs / final setup and practice
- 1300hrs / all cadet and staff change into uniforms
- 1330hrs / all guests to be seated
- 1345hrs/ Squadron fall in for parade
- 1400hrs Arrival of the Reviewing Officer
- Parade lasts approx. 1 hour in duration
- After the parade all dignitaries and guests are invited to view cadet displays so cadets can show the vast knowledge they have learned throughout the year.
- Reception for all cadets and guests
- Approx. 1600 – 1630hrs / cleanup for entire parade
- Approx. 1730 – 1800hrs / complete and leave

We understand there is a fee that has been waved in the past two years. As we are fully supporting and funding this event we hope that this can be waved again. The requirements will be as per last year for the location and requirements for the parade. If there are any changes or requirements please contact us.

We are looking forward to working with you in this special endeavor and we would like to thank you for your time, assistance and enthusiasm. This Annual Review will be the best year-end parade that the 741 Air Cadets has planned in the last few years. The youth of today will be the leaders of tomorrow. A common goal that all of use working to attain.

Contact Officers for the 741 Annual Review is Captain George Shaw – 631-8394 and Lieutenant Mike Yates – 637-0272. Please feel free to contact us with any questions. We look forward to working with you.



G. Shaw
Captain
Commanding Officer
741 RC(AIR)CS
631-8394
gshaw1@sympatico.ca

M. Yates
Lieutenant
Training Officer
741 RC(AIR)CS
637-0272
430-8581 pager
yatesmitchell@sympatico.ca

-44-

87 John Street South,
Aylmer, Ontario N5H 2C3
Telephone: (519) 773-5344
Fax: (519) 773-5334
www.township.malahide.on.ca

the **TOWNSHIP** of
MALAHIDE

A proud tradition, a bright future.



March 10, 2006.

Hon. George Smitherman,
Minister of Health & Long Term Care,
Legislative Building,
Queen's Park,
Toronto, Ontario
M7A 1A1

City of St. Thomas

MAR 10 2006

City Clerk's Dept.

Dear Sir:

Malahide Township Council unanimously passed the following Resolution on March 9, 2006:

Moved by: John R. Wilson

Seconded by: Mark Widner

WHEREAS the Ontario Medical Association (OMA) released a report entitled "Ontario Physician Shortage 2005" and,

WHEREAS said Report predicts that the Provincial Physician Shortage will reach 2,300 this year; and

WHEREAS our population continues to grow and as more and more physicians are retiring, the problem will grow worse over time; and

WHEREAS the Physician shortage is particularly pronounced in rural Ontario as reduced enrollments in medical schools in previous years has reduced the flow of family physicians to rural communities; and,

WHEREAS Ontario is experiencing a growing rural population as retirees move to the country side; and,

WHEREAS the OMA estimates that there are over 10,000 Canadian trained Physicians currently practicing in the United States; and,

WHEREAS allowing Physicians with recognized equivalency to commence practice in Ontario would facilitate the influx of doctors in Ontario in a relatively short period of time; and,

RANDALL R. MILLARD
C.A.O./Clerk

SUSAN E. WILSON
Treasurer

-45-

WHEREAS an amendment to the Ontario Medicine Act to allow the recognition of specific Medical Exams as equivalent would permit the College of Physicians and Surgeons to grant licenses to practice medicine in Ontario to those Physicians who are in good standing and have written the necessary examinations;

NOW THEREFORE BE IT RESOLVED THAT in an effort to expedite the availability of doctors in Ontario, particularly in rural Ontario, the Township of Malahide Municipal Council hereby requests that the Minister of Health for Ontario propose an amendment to the Medicine Act to permit the College of Physicians and Surgeons to license physicians who are in good standing and who have written the necessary examinations thereby bringing additional fully qualified physicians, ready to commence practice immediately to our Province, while long-term solutions are being implemented; and

THAT Copies of this Resolution be sent to the Premier of Ontario, the County of Elgin, and all Elgin lower-tier municipalities, the County of Middlesex, the City of St. Thomas, Mr. Steve Peters, MPP, Mr. Joe Preston, MP, Leaders of the Opposition, Federal Minister of Health, Ontario College of Physicians and Surgeons and the Association of Municipalities of Ontario for circulation to and support from every municipality in Ontario.

We look forward to hearing from you with respect to this matter.

Yours very truly,
TOWNSHIP OF MALAHIDE



R. MILLARD, C.A.O./CLERK

Copy - County of Elgin

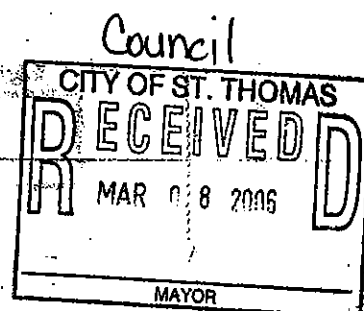
- Elgin Lower Tier Municipalities
- County of Middlesex
- City of St. Thomas
- Hon. Dalton McGuinty, Premier of Ontario
- Mr. Steve Peters, MPP
- Mr. Joe Preston, MP
- Leaders of the Opposition
- Federal Minister of Health
- Ontario College of Physicians and Surgeons
- Association of Municipalities of Ontario – For Circulation

-46-



Elgin Area

Primary Water Supply System



March 9, 2006

MAR 08 2006

To: Joint Board Members,
Municipal Clerks,
Senior Engineering/Public Works Staff.

Re: Your Council's Support for HELP

As you are aware the Joint Boards of Management for the Lake Huron Primary Water Supply System and the Elgin Area Primary Water Supply System, in conjunction with the City of London, continue to pursue funding for Phase 1 of the HELP Clean Water (Huron-Elgin-London Project for Clean Water) initiative from the senior levels of government under the Canadian Strategic Infrastructure Fund. Access to this fund is difficult for most municipalities given the \$75M minimum threshold that has been established for applications to the fund. Under normal circumstances, most municipalities do not have projects of this scope required to qualify for this fund. However, our three-party partnership has worked diligently to position our application to bring significant funding to Southwestern Ontario. With the recent change in Federal Government, it is important that collectively we reconfirm (or confirm) this priority. The key to success here lies completely in a decision by the new Federal Government to renew CSIF. All players need to stress the importance of HELP and then the crucial issue of HELP only succeeding if CSIF is renewed. We would ask that you take to your Council, a motion similar to the following;

Whereas the Municipality/Township/City has previously indicated support for the Regional Water Quality, Capacity and Green Power Initiative, and through discussion with Infrastructure Canada for the Federal Government, the Public Infrastructure Renewal Ministry of the Province of Ontario and the efforts of Joint Water Board staff, this project has been restructured under the HELP Clean Water title; the Municipality/Township/City re-confirms its support for this initiative as a high priority candidate for funding under the Canadian Strategic Infrastructure Fund and urges the Federal Government to re-new funding for the CSIF program.

When such a motion is passed, we would appreciate a copy of the Council approved motion be sent to my attention. Should your Council wish an update on this initiative, Joint Board staff would be pleased to attend a Council meeting at your earliest convenience.

Sincerely,

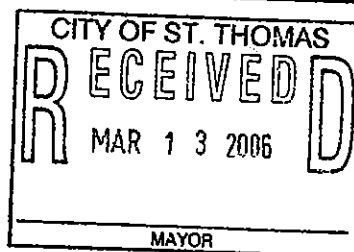
Peter W. Steblin
Chief Administrative Officer

Elgin Area Water Supply System
c/o The City of London
29 Kilworth Park Drive
RR #5 Komoka ON N0L 1R0



377, rue Bank Street Ottawa (Ontario) K2P 1Y3

CLC/CTC - FTQ - UNI



Council

March 8, 2006

MAR 14 2006

To the Mayor and Council

I am writing, on behalf of the 54,000 members of the Canadian Union of Postal Workers (CUPW), to update you on our campaign to stop plant and post office closures and thank you for your interest in the future of public postal service.

Municipalities in all parts of the country have discussed and debated the subject of public postal service in council, written to us for further information and contacted members of Parliament.

Over 800 municipalities have also passed resolutions calling on the minister responsible for Canada Post and the federal government to instruct Canada Post Corporation:

1. to stop the closure of the mail sorting plant in Quebec City and proposed closures elsewhere
2. to maintain, expand and improve our public postal network
3. to consult with the public, postal unions and other major stakeholders to develop a uniform and democratic process for making changes to Canada Post's network.

I am pleased to tell you that Arbitrator Guy Dulude recently rendered a landmark decision in which he ruled that Canada Post must notify the union "as far as possible in advance" of technological changes such as closures. Unfortunately, this only applies to post offices and plants where CUPW members work. In such cases, the union undertakes to notify the elected officials of the area, including municipal councils, that Canada Post is seeking a closure.

The Canadian Union of Postal Workers regards this as a victory and we would like everyone to know that their joint and singular efforts are helping build the momentum we need to stop closures. In addition to the resolutions passed, over 130,000 signatures on petitions were presented in the House of Commons to maintain the Quebec City sorting plant. Thousands of additional signatures on petitions will soon be presented in the House asking the government to maintain, expand and improve its network of public post offices. But we still have a lot of work to do to secure the future of post offices and the plant in Quebec City.

An important step in this work is to let the new government know what the post office means to your community, the businesses that operate there and the people who live there.

We therefore encourage you to write to the new minister responsible, Lawrence Cannon, stating your support for public post offices and your opposition to closures. You might wish to remind the minister that his colleague, Josée Verner, member of Parliament for Louis-St-Laurent, took a strong stand against the Quebec City plant closure before and during the election, promising to review the decision if her party assumed power. Her promise was backed in the House of Commons by then Conservative postal critic, Brian Pallister. Mr. Pallister went so far as to say that the Conservative Party "opposes the decision."

The struggle continues — La lutte continue

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We believe major decisions like the Quebec City plant closure and other changes to parts of the public postal network need to be transparent and democratic. That is why we must continue our efforts to obtain from the Government of Canada and Canada Post their plans for our public post office. That is why we must continue to press for a decision-making process that is open, accountable and inclusive of communities, their elected representatives and postal workers.

Simply put, we all have a right to know what is being proposed and a right to be part of a fair, consultative process.

We therefore request that your municipality once again make its voice heard on this important subject. Enclosed please find a sample letter to Lawrence Cannon, Minister Responsible for Transport, Infrastructure and Communities (Place de Ville, Tower C, 29th Floor, 330 Sparks, Ottawa, Ontario, K1A 0N5) calling for a stop to plans to close postal facilities and outlining the necessity of transparent and democratic procedures, including the release of all strategic planning documents relating to the corporation's national network review and its overall plans for Canada Post. We would ask that you copy this letter to Moya Greene, President of Canada Post (Canada Post Corporation, 2701 Riverside Drive, Ottawa, Ontario K1A 0B1) and the office of the Canadian Union of Postal Workers (377 Bank Street, Ottawa, Ontario, K2P 1Y3).

Please contact bklassen@cupw-sttp.org if you would like an electronic version of the letter to Minister Cannon.

CUPW will do its part to ensure that we get the information we need to defend public postal service before it is too late. If our requests for information and input from Canada Post go unanswered, we will be taking additional measures to protect the integrity of our public postal system.

Please contact our national office for any further information you require.

Yours truly,



Deborah Bourque
National President
Canadian Union of Postal Workers

Encl.

c.c.: National Executive Board
Regional Executive Committees
National Union Representatives
Regional Union Representatives
Specialists

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Lawrence Cannon
Minister of Transport, Infrastructure and Communities
Place de Ville, Tower C, 29th Floor
330 Sparks
Ottawa, Ontario
K1A 0N5

Dear Mr. Cannon:

The municipal council of _____ writes to express concern at the lack of clarity surrounding the future of our public postal service.

As a Crown corporation, Canada Post is owned and operated for the benefit of the public, providing an equitable service, regardless of where people live. This municipality is aware of the vital role played by our public postal service in the economic and social well-being of communities, large and small.

We therefore believe that businesses, individuals and municipalities have a right to know what plans Canada Post has for its national network. We also think that a full and inclusive consultation process should occur before plans are finalized or any restructuring changes made.

We note that Canada Post did not apply such an approach to the decision to close the Quebec City sorting plant. Over 800 municipalities have passed resolutions calling for a stop to this closure and others. We wish to remind you that the Conservative Party promised in the autumn of 2005 to review the Quebec City plant decision if it formed the next government. We trust this promise will be kept.

In order to avoid further situations such as has occurred at the Quebec City plant and to open up the process in a democratic way, we request that, as the Minister responsible for Canada Post, you instruct Canada Post President Moya Greene to make public:

- all strategic planning documents relating to the corporation's long term vision and plans for our public post office;
- all documents relating to the review of the national postal network (as announced by Canada Post on July 14, 2005);
- any other strategic planning documents that consider changes to our public postal service, including post offices, postal facilities and jobs.

We further request that, as Minister responsible for Canada Post, you instruct the Crown corporation to continue the moratorium on rural post office closures (approximately 50 post offices have been closed since 2001), and extend this moratorium to urban post offices and plants.

We would also like you to put an immediate halt to plans to close the plant in Quebec City. As well, we would like the corporation to consult with elected officials, including municipalities, the public, postal unions and other major stakeholders to develop a uniform and democratic process for making changes to our public postal network.

We look forward to receiving information on Canada Post's plans and participating in a consultative process. This kind of information and input is vital if our public postal service is to meet the needs of communities in the twenty-first century.

Yours truly,

c.c. Moya Greene, President, Canada Post Corporation
Deborah Bourque, National President, Canadian Union of Postal Workers