### **AGENDA**

### THE SIXTEENTH MEETING OF THE ONE HUNDRED AND TWENTY-SEVENTH 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 5TH, 2007

### 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 G. Campbell

### DISCLOSURES OF INTEREST

### **MINUTES**

Confirmation of the minutes of the meeting held on February 19th, 2007.

### **PRESENTATIONS**

### Lions Club Playground Equipment

Representatives of the Lions Club will be in attendance to make a presentation relating to the Trillium Grant and their playground.

### **DEPUTATIONS**

### Talbot Teen Centre - Grant Request

Cathy Grondin, Program Director, Elgin-St. Thomas Youth Employment Counselling Centre, will be in attendance to discuss a grant request of \$25,000 for the Talbot Teen Centre. Page 7

### St. Thomas-Elgin General Hospital - Grant Request

Jerry O'Brien, Chair, Board of Governors, St. Thomas-Elgin General Hospital, will be in attendance to discuss a grant request of \$1,000,000 over a four-year period for future redevelopment. Page 🧣

### 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

Highbury Industrial Park Design Principles

Report PD-07-07 of the Director of Planning and the Director of Environmental Services, Pages 946 /2.

### NEW BUSINESS

Municipality of Central Elgin - Zoning By-Law Amendment - 12947 Carr Road

Notice of a public meeting concerning a proposed zoning by-law amendment has been received from the Municipality of Central Elgin to permit a garden suite unit at 12947 Carr Road.

Municipality of Central Elgin - Notice of the Passing of a Zoning By-Law Amendment -45415 Fruit Ridge Line

Notice was received from the Municipality of Central Elgin regarding the passing of Zoning By-law No. 936 to permit the construction of a bunkhouse at 45415 Fruit Ridge Line.

Municipality of Central Elgin - Notice of the Passing of a Zoning By-Law Amendment -Part of Lots 7 to 15 - Edith Cavell Boulevard

Notice was received from the Municipality of Central Elgin regarding the passing of Zoning By-law No. 937 to permit the construction of 17 residential dwelling units on Part of Lots 7 to 15. Edith Cavell Boulevard.

### BUSINESS CONCLUDED

### ENVIRONMENTAL SERVICES COMMITTEE - Chairman T. Johnston

### UNFINISHED BUSINESS

Road and Sidewalk Reserve Fund

Proposed Playground Development - Feasibility Analysis of Proposed Public/Private Partnership between City of St. Thomas and Faith Baptist Church

Green Lane Landfill Purchase by the City of Toronto - Status Report - Possible Waste Management Contract Extension

### **NEW BUSINESS**

### BUSINESS CONCLUDED

PERSONNEL AND LABOUR RELATIONS COMMITTEE - Chairman G. Campbell

### UNFINISHED BUSINESS

### NEW BUSINESS

### BUSINESS CONCLUDED

### FINANCE AND ADMINISTRATION COMMITTEE - Chairman T. Shackelton

### UNFINISHED BUSINESS

Cash Advances & Expenses Reimbursement Report

St. Thomas Consolidated Courthouse Project - Police Facilities

Mayor and Council Expenses

St. Thomas-Elgin Public Art Centre - Grant Request

St. Thomas and District Minor Baseball Association - Grant Request

2007 Capital Budget - Part 1 - Transit Station Options Report

St. Thomas Police Services Space Needs

Elgin Military Museum - Grant Request

Procurement of Electricity

2007 Capital Budget - Part 1 - City Park Partnerships - Optimist Park - Chestnut Street

A letter has been received from Brian Clements, Secretary, Optimist Club of St. Thomas, relating to the Club's financial commitment. Page /3

### **NEW BUSINESS**

<u>London-Middlesex Children's Water Festival - Grant Request</u>

A letter has been received from Teresa Hollingsworth, Funding Subcommittee, London-Middlesex Children's Water Festival, requesting a grant for the festival being held from May 28th to June 1st, 2007. Page 144

### BUSINESS CONCLUDED

### **COMMUNITY SERVICES COMMITTEE** - Chairman B. Aarts

### **UNFINISHED BUSINESS**

Parks Pavilion Renaming

Walk of Fame

Paralympics Ontario - Request for Hosting Bids

Ontario Provincial Fastball Championships - Concession Services

### NEW BUSINESS

### **BUSINESS CONCLUDED**

### PROTECTIVE SERVICES AND TRANSPORTATION COMMITTEE - Chairman D. Warden

### UNFINISHED BUSINESS

Intersection of First Avenue and Edward Street

Intersection of Edward Street and Burwell Road

Leash Free Dog Park

Bus Services to 1063 Talbot Street and Shopping Complex near Elm Street and Wilson Avenue

Transit System and CASO Station

Transit Facility Improvement Options

By-Law for Loitering

Termination of Fire Dispatch Services

Intersection of Third Avenue and Wellington Street

White Street Yield Signs

Wings & Wheels Fundraiser - June 22nd, 23rd and 24th, 2007

Replacement of Railway Ties

2007 St. Anne's Community Festival

St. Thomas Transit Terminal Building

"Paws For The Cause" Fundraiser - Request for Street Closure - Mondamin Street

NEW BUSINESS

BUSINESS CONCLUDED

SOCIAL SERVICES COMMITTEE - Chairman L. Baldwin-Sands

<u>UNFINISHED BUSINESS</u>

**NEW BUSINESS** 

Valleyview Food Service Contract

Report VV-002-07 of the Valleyview Administrator. Pages /5 \$ 16

Contribution Agreement Template

Report OW-05-2007 of the Housing Administrator. Pages 17 to 55

**BUSINESS CONCLUDED** 

REPORTS PENDING

ROAD RESURFACING PROGRAM - BUDGET FORECASTS - J. Dewancker

COUNCIL

Council will reconvene into regular session.

REPORT OF COMMITTEE OF THE WHOLE

Planning and Development Committee - Chairman H, Chapman

Environmental Services Committee - Chairman T. Johnston

Personnel and Labour Relations Committee - Chairman G. Campbell

Finance and Administration Committee - Chairman T. Shackelton

Community Services Committee - Chairman B, Aarts

Protective Services and Transportation Committee - Chairman D. Warden

Social Services Committee - Chairman L. Baldwin-Sands

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 Small Urban Municipalities Conference & Trade Show - May 2nd to May 4th, 2007

A letter has been received from James Downer, Mayor, Town of Midland, regarding the Ontario Small Urban Municipalities Conference and Trade Show being held in the Municipality of Midland from May 2nd to May 4th, 2007. Pages 55 40 59

Elgin Court Public School - Request for Handicap Accessible Curb Cuts on Holland Street

A letter has been received from Linda Chute, School Council Chairperson, Elgin Court Public School, requesting handicap accessible curb cuts and a permanent pavement pad at the new crosswalk on Holland Street, Pages 60 86

Beta Sigma Phi - Proclamation and Flag Raising - April 23rd to 28th, 2007

A letter has been received from Anne Beaudry, President, Beta Sigma Phi, requesting that Council proclaim the week of April 23rd to 28th, 2007 as "Beta Sigma Phi Week" in the City of St. Thomas and that the Beta Sigma Phi flag be flown at City Hall.

The flag raising ceremony is proposed for April 23rd at 11:00 a.m.

Lions Club of Canada - Easter Seals - Proclamation - Month of March

A letter has been received from Wanda Brookes, Co-Chair Easter Seals Telethon, Lions Club of St. Thomas, requesting that Council proclaim the month of March, 2007 as "Easter Seals Month" in the City of St. Thomas.

St. Thomas Minor Hockey Association - Request for City Pins

A letter has been received from Sherene Casey, St. Thomas Minor Hockey Association, requesting 100 city pins for an upcoming April 2007 hockey trip to Europe.

Ontario Municipal Partnership Fund - Resolution

A request to endorse a resolution has been received from the City of North Bay regarding the funding formula for the Ontario Municipal Partnership Fund, Pages 62 466

Talbot Street Sanitary Sewers - East End of Talbot Street

A petition has been received from Talbot Street property owners requesting a reduction in proposed sanitary sewer assessments to individual property owners. Page 67

### UNFINISHED BUSINESS

Canadian Championship - Acknowledgment Signage

Yellow Ribbon Month

St. Anne's Community Festival - June 6-9, 2007

**NEW BUSINESS** 

### **BY-LAWS**

### First, Second and Third Reading

- 1. A by-law to confirm the proceedings of the Council meetings held on the 5th day of March 2007.
- 2. 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 Thames Valley District School Board. (SPC 17-06 Forest Park Public School 295 Forest Avenue Addition)

### PUBLIC NOTICE

### **NOTICES OF MOTION**

### CLOSED SESSION

A resolution to close the meeting will be presented to deal with a proposed or pending acquisition or disposition of land by the municipality and a matter of litigation or proposed litigation affecting the municipality.

### **OPEN SESSION**

### ADJOURNMENT

### **CLOSING PRAYER**



400 Talbot St St. Thomas ON N5P 188 Phone: 519-631-5470 Fax: 519-633-5854 Jeinfo@jobselgin.ca www.jobselgin.ca

Aylmer Community
Services
25 Centre St

25 Centre 5t Aylmer, ON N5H 2Z4

Tel: 519-765-2082 Fax: 519-765-2280

West Elgin Support Services

> 160 Main 5† West Lorne, ON NOL 2PO

Tel: 519-768-0020 Fax: 519-768-0401

Talbot Teen Centre

745 Talbot St St. Thomas, ON N5P 1E3

Tel: 519-631-8820 Fax: 519-631-8389 February 12, 2007

Mayor Cliff Barwick City of St. Thomas 545 Talbot Street St. Thomas, ON N5P 3V7 Gavers Thoras

FEB 1 4 2007

1.27

Dear Mayor Barwick,

SUBJECT: TALBOT TEEN CENTRE

We would like to submit a formal request to attend City Council on March 5, 2007 and speak to our request for \$25,000 in operational funding for our fiscal year April 1, 2007 to March 31, 2008.

Since 1986, the Elgin/St. Thomas Youth Employment Counselling Centre has delivered a variety of Career, Employment, and Youth services throughout Elgin County. As a not-for-profit organization, the Youth Employment Counselling Centre decided to expand its interventions in the community. Establishment of a youth centre was a natural evolution. The building at 745 Talbot Street was purchased and renovated to accommodate programs developed to meet the needs of our youth. Our request for \$25,000 will help with the operational expenses of the youth centre.

We look forward to a successful partnership with the City of St. Thomas in this worthwhile cause.

Sincerely,

Cathy Grondiñ Program Coordinator

Cc: Bill Day



-8-

189 Elm Street, PO 8ox 2007 St. Thomas, Ontario, Canada N5P 3W2 Tel 519 631-2020 • Fax 519 631-1825 \* 2184

February 27 2007

City Council City of St. Thomas 545 Talbot Street P.O. Box 520 St. Thomas, ON N6P 3V7 City of St. Theoryage Received

FEB 2 6 2007

Cry Cin Ps Dept

Dear Council Members,

The heart beat of our community is the hospital ... an extraordinary place for St. Thomas and Eigin County... 24/7/365.

The main part of the St. Thomas Elgin General Hospital (STEGH) opened in 1954 and has provided many generations of care, but will soon face critical needs. Major reconstruction has not taken place, and numerous areas of the building are outdated and inhibit efficiency. The layout and design, built according to a traditional acute care model of services in the mid-1950s, are increasingly at odds with today's standards. Therefore, the main structure must undergo changes to keep pace with medical and technological advancements. Among the areas that will require redevelopment include:

 Emergency Room – expansion and access improvement allowing for more effective patient response time and space for care -very busy area that accommodates many more than originally designed

Surgical Suites - which includes the Operating Rooms and Day Surgery Unit
 (approximately 85% of all surgery is done on an outpatient basis now) – expansion and
 access improvement - they are located in the 1954 section and require modernization to
 accommodate newest equipment and allow best treatments

 Mental Health —the Province will be expecting STEGH to implement a mental health program including 15 in-patient beds and out-patient programming — however, specific details are still required, including a firm time-frame and costing

These much-needed physical changes will have a profound impact for years to come on the Hospital's long-term viability and thus the delivery of quality care to subsequent generations.

White hospital 'operating costs' are funded primarily by the Ontario Government, it is increasingly recognized that a substantial portion of the funds required for equipment and redevelopment must be generated from within our community. In order to plan accordingly for what will ultimately be a multi-million dollar redevelopment, we are requesting Council to set aside \$250,000 annually for the next four years to create a fund of \$1M that would be available commencing in 2012. In the Interim, this money would be retained and invested by Council until such time as required by STEGH for the projects listed.

Annually, well over 100,000 people are assisted by one of the services provided at STEGH. Residents of Elgin County should have health care services close to home but they cost great amounts of money to deliver. The baby-boomers are now entering a time when they too will create increased pressure upon hospital based services.

We hope Council sees the value in making the plans loday for the very predictable health care needs of tomorrow.

Lastly, there will always be pressure to acquire funds each year for the purchase of new or replacement equipment. Currently there is a need for a Digital Mobile C-Arm Fluoroscope; Digital Echocardiograph; 100 Watt Urology Laser; and a Digital Mammography Machine which fall under our 'Tools for Treatments' endeavour. Last year, \$30,000 was pledged by the City to the 'beds campaign' and we thank members who served on Council at that time for this support. Beds and patient room furnishings valued at over \$1M have since been acquired.

Yours Sincerely,

Jerry O'Brien

Chair, Board of Governors

St. Thomas Elgin General Hospital

Copy: Board of Governors A, Weatherall



### Corporation of the

# City of St. Thomas

Report No. PD07-07

File No.

Directed to:

Chairman Heather Chapman and Members of the Planning

and Development Committee

Date Feb. 27, 2007

Attachment

Department:

Planning Department and Environmental Services

Report from Economic
Development Corporation
Highbury Industrial Park

Highbury Industrial Park

Design Principles Map

Ргерагей Ву:

Pat Keenan, Director and John Dewancker, Director

Subject:

Highbury Industrial Park Design Principles

### Recommendation:

THAT the Highbury Industrial Park Design Principles, as recommended by the St. Thomas Economic Development Corporation Board, be adopted as part of the criteria when lands are considered for sale in the Highbury Industrial Park.

### Report:

The Design Principles as attached, were referred to Environmental Services and the Planning Department for a report at the Council meeting held on February 19, 2007. The Economic Development Corporation report and the principles as set out therein are related to suggested restrictive covenants that would be included in an Offer of Purchase of Sale and in a subsequent Deed when lands conveyed to a Buyer.

The existing Zoning By-Law would apply subject to the proposed covenants and the City Engineering Standards for site development would apply as well. Area "A" as referenced on the attached plan is the area which is subject to M-2 Zoning while the area shown as Area "B" is the area which is currently zoned M-4.

Respectfully submitted,

Par Keenan, Director

Planning

John Dewancker, P. Eng. Director

Environmental Services

Reviewed By:	Treasury	Env Services	Planning	City Clerk	HR

general Many Comic Devel

- poration



To: Mr. Al Riddell, President and Directors of the

St. Thomas Economic Development Corporation

From: Robert H. Wheeler, General Manager

Subject: Highbury Industrial Park – Design Principles

Attachment(s): Design Principles

### Recommendation

That the Design Principles as attached to this report be recommended to City Council for consideration and adoption as part of criteria to be considered in the sale of lands in the Highbury Industrial Park.

Date: January 31, 2007

### Report

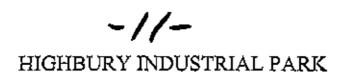
Servicing is well underway in the Highbury Industrial Park with the installation of water mains, sanitary sewers and storm sewers. A road base of recycled asphalt will be follow and we will be able to drive onto the road to show clients by mid March subject to weather conditions. Barriers will be erected at both ends of the road to restrict access to it until such time as building is underway. The barriers will be constructed so that they can be removed to allow us access onto the property.

The purpose of this report is to provide the Board and in turn, City Council, with suggestions for site and building design in the Industrial Park. We have reviewed a number of different design parameters of other communities and we believe that the ones which we are suggesting are appropriate and will provide for a better quality of development than if they were not to be included. By the implementation of these design principles, we are restricting the use to what the lands can put to so as to not have large amounts of land taken up with warehousing uses which generate lower levels of employment and reduced assessment. We are also providing increased lot coverage requirements where the minimum standards today provide for a coverage of 11.5%. We are also requiring that where the walls of a building face onto a street that there be provision for a decorative finish so as to not simply have a wall totally of prefinished steel. Staff is prepared to discuss in further any of these standards with the Board.

These standards have been reviewed in detail with the members of the City's Management Board which include amongst others, the City Planning Director and the City Engineer. The Management Board is in concurrence with the design principles as attached.

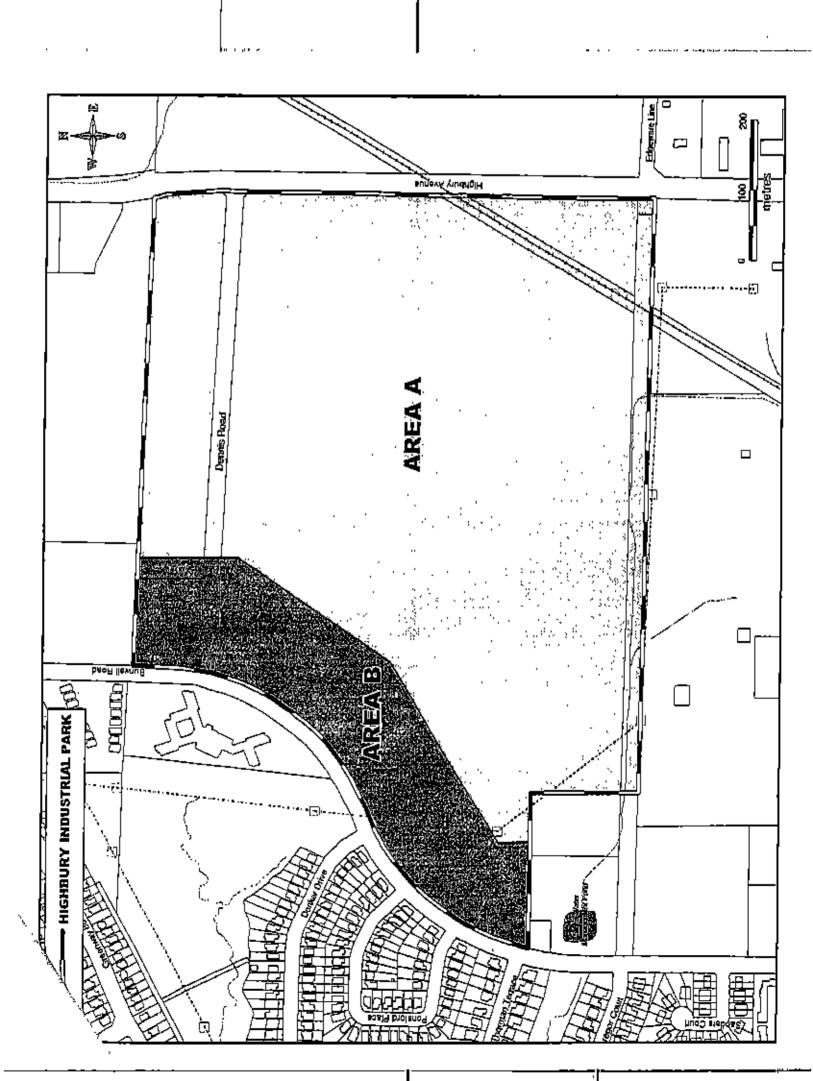
Respectfully submitted.

Róbert H. Wheeler General Manager



### DESIGN PRINCIPLES

- Warehousing shall only be permitted as an accessory use to Manufacturing in the M2 zone. In the M2 zone the only use permitted, subject to the aforementioned shall be manufacturing. In the M4 zone the only uses permitted shall be Light Manufacturing and Assembly, Warehousing, Printing Business, Packaging Business, Pharmaceutical and Medical Product Industry, Repair and Custom Workshop
- 2. The minimum lot coverage shall be increased from 5,000 sq. ft. per acre (11.5%) to 6,534 sq. ft. per acre (15%) for sites up to 15 acres. For sites greater than 15 acres the minimum lot coverage shall be 8,712 sq. ft. per acre (20%).
- 3. The exterior of the wall or walls of any building or structure facing any municipal street shall not be constructed of any materials other than brick, decorative concrete block, stone or glass construction, provided that the following facing materials may be used to a maximum of 40% of the total surface area of each wall; stainless steel; decorative glazed terra cotta; ceramic veneer; precast stone or concrete panel; aluminum; bronze; steel with a protective glazed enamel or porcelain finish.
- 4. All electrical and telephone connections and wires to buildings facing streets shall be by an underground service from the nearest pole line.
- 5. All driveway ramps, driveways and parking areas located between the front face of the building and the street shall be paved with asphalt.
- 6. The area between the front face of the building and the property line shall be landscaped with the exception of those areas used for driveways, driveway ramps and parking areas.





# OPTIMIST CLUB OF ST. THOMAS

P. O. Box 20014, ST. THOMAS, ONTARIO, CANADA, N5P 4H4
www.stthomasoptimists.org

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February 22, 2007

FEB 2 2 2007

gwankaber

Mr. W. Graves Clerk, City of St. Thomas 545 Talbot St. St. Thomas, ON

Dear Mr. Graves,

Further to my letter to council on December 20, 2006 concerning the Optimist Club of St. Thomas partnering with the city of St. Thomas for upgrades to Optimist Park, and in conjunction with report number ES10-07 submitted by Mr. Ross Tucker, I would like to further clarify the position of the Optimist Club. As mentioned earlier, we have proposed a dollar for dollar partnership with the city for this hundred thousand dollar project. To this end, the Optimist Club designated \$25,000.00 in our 2006-07 budget for the park development. The remainder of our commitment will be honored within the next four years. It is our hope that during the deliberations on Capital Budget Phase II in March that council will see fit to commit the monies necessary to complete this project.

Since this is the Sixtieth Year since the Optimist Club was chartered in St. Thomas, we feel that this is a very fitting project to commemorate, in the true sense, the work we have done for the citizens and community of St. Thomas during this period. We anticipate holding an event at the revitalized Optimist Park to celebrate this occasion in late summer or early fall of this year.

If you have any further questions or require other information, I may be reached at (919) 631-3092 or by mail at 10301 Lynhurst Pk. Dr., St. Thomas, N5P 2E5.

Looking forward to your anticipated response.

Yours Sincerely,

Brian Clements
Secretary, Optimist Club of St. Thomas

REFERRED T(919) 631-3092 or, I may be reached at (919) 631-3092 or, I may be reached at (919) 631-3092 or by mail at 10301 Lynhurst Pk. Dr., St. Thomas, N5P 2E5.

Looking forward to your anticipated response.

-14-

February 19, 2007

Municipality of St. Thomas 545 Talbot Street, PO Box 520 St. Thomas, ON N5P 3V7



FEB 2 6 2007



2551

Dear Wendel Graves,

The London-Middlesex Children's Water Festival is a week-long event, planned for May 28 to June 1, 2007 that has been designed to help students from grades 3 through 5 learn more about our water resources. The Festival consists of over 40 activity centres that provide students with hands-on opportunities to better understand the need for water protection and conservation and water ecology.—The Festival-will be held at Fanshawe Conservation Area and Fanshawe Pioneer Village, located on Clarke Road in the City of London. The London-Middlesex Children's Water Festival has been planned and organized to date by committed community volunteers and a long list of participating municipalities, agencies and organizations.

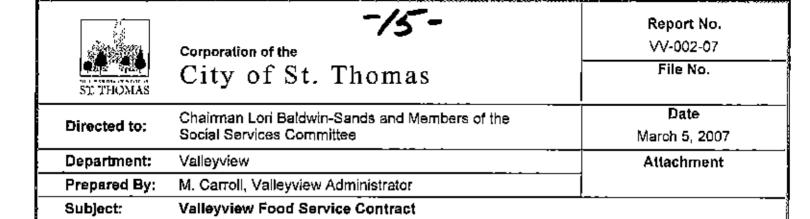
The Festival will depend entirely on money raised from foundations; local industry; commerce and from the community. We estimate that our Funding Subcommittee needs to raise \$40,000 to successfully present the event. We invite you to make an investment in the future by sponsoring the London-Middlesex Children's Water Festival. The Funding Subcommittee would be pleased to accept any donation in the form of money, applicable products or services in-kind, such as food and equipment, and the efforts of valunteers

Please find enclosed a brochure outlining our funding needs and sponsorship opportunities. Charitable receipts are provided for any donation and a program is in place to recognize any and all sponsorships.

Please join the many other businesses that recognize the importance of investing in our children, their education and the environment. A member of our Funding Subcommittee will be contacting you in the near future to provide you with any additional information that you may require.

If you would like to become involved or need more inform	hation places less references
me.	W. DAY
Yours sincerely,	T. TOHNSON MACO
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To-one Halli-serve-th	DIRECTION [
Teresa Hollingsworth Funding Subcommittee	REPURY OR COMMENT
London-Middlesex Children's Water Festival	INFORMATION 🖼
London-Middlesex Cinimen a water resirvar	FROM MARIA KONEFAY

c/o Upper Thames River Conservation Authority, 1424 Clarke Road, London, Ontario, N5V 5B9 Phone: 519-451-2800 ext. 224; Fax: 519-451-1188; www.childrenswaterfestival.ca



### Recommendation:

That report VV-002-07 be received and filed as information; and

That Staff be authorized to enter into contract negotiations with Nutritional Management Services (NMS) and the results of the negotiations be brought back to Council for consideration and direction.

### Background:

As members of this committee are aware, NMS operates the Food Services Department at Valleyview Home. It has operated the department since 1977. In 1994 Council requested that the food service contact go to the marketplace in the form of a Request for Proposal. NMS was the successful group. In 1999 a new package was negotiated with the City, which saw beneficial results for the City over a five-year period. In 1994 Council approved that the contract enter into an automatic year by year extension while the new Home was being designed and constructed. This was done to provide stability during that period. By the end of the first year of operations in the new Home, Council directed staff to bring back a report with respect to the options available.

### The Service:

Valleyview is pleased with the service provided by NMS. On-site staff provided by the company are very competent and put the needs of the residents first. Management from the corporate office ensures the service meets the requirements in an ever changing and demanding industry. The food product is of high quality and the meals meet the requirements of Canada's Food guide as well as The Ministry of Health and Long Term Care Compliance Program.

The services provided can be broken down into three main areas:

- 1. Complete food preparation for all residents including all special diets.
- 2. On-site Dietician- Two days per week (This was required by the Ministry and meets the requirements as set out in the Long Term care Program Manual.
- 3. Meals on Wheels program (This program supplies approximately 40-50 meals per day to citizens of St. Thomas.)

### The Contract

The Contract itself is divided into two parts, raw food costs and food preparation/delivery costs. The Ministry funds the raw food component at \$5.46 per resident per day. With this per diem Valleyview must provide the food for three meals as well as three snacks. This equates to \$271,034 per year. This is funded under a separate Ministry envelope and must be used for raw food. If it is not used for raw food purchases, the balance must be repaid during the annual reconciliation process. This expenditure is not subject to any cost of living increases unless provided by the Ministry. It is becoming increasingly difficult to meet the varied dietary requirements of the resident with this limited per diem.

The second part of the contract is food preparation/delivery. Funding for this portion of the contract is provided in the Accommodation funding envelope. This equates to a per diem of \$11.77 per resident day or a maximum of \$584,263 per year. It is this section of the contract, which will be the subject of discussions with NMS if authorized.

# Contract Options -/6 -

The recommendation contained in this report is for staff to enter into discussions with NMS to determine if the contract can be extended to the mutual benefit of both parties. Staff believe that a recommendation can be brought back to Council for consideration. Council will then have the opportunity to consider the options, which arise during the discussions with NMS. If Council decides not to accept the proposals as presented, it can exercise its option to issue an RFP.

If the recommendation contained in this report is not acceptable to Council, staff will begin work immediately on preparing an RFP.

Respectfully,
Milal LauM

M. Carroll Valleyview Administrator

Reviewed By:
Treasury Env Services Planning City Clerk HR Other



# The Corporation of the City of St. Thomas

Report No. OW-05-2007

File No.

Directed to:

Chairman Lori Baldwin-Sands and

Members of the Committee of the

Whole (Social Services)

Date: February 21, 2007

Subject:

Contribution Agreement template

Attachment 1: Service Manager

Contribution Agreement

Department:

St. Thomas – Elgin Ontario Works

Prepared By: Elizabeth Sebestyen, Housing Administrator

### Recommendation:

THAT Council receives Report OW-05-2007 related to a Service Manager Contribution Agreement; and

THAT Council approves the use of the attached template Service Manager Contribution Agreement to establish responsibilities, terms, conditions, and obligations of the City of St. Thomas and successful proponents for funding under the Canada-Ontario Affordable Housing Program, Rental & Supportive component.

### Background:

On January 15, 2007, Council approved three projects for \$3.5-million in funding under the Canada-Ontario Affordable Housing Program (AHP), Rental & Supportive component. A fourth project was also recommended pending additional funding from the Province.

Once the Minister of Municipal Affairs and Housing has issued Conditional Letters of Commitment to the successful proponents confirming approval of funding, and before funding can begin flowing to the proponents, the City and the proponents must enter into Service Manager Contribution Agreements to outline the rights, responsibilities, terms, conditions, and obligations of each party for funding under the Canada-Ontario Affordable Housing Program, Rental & Supportive component.

The attached template Contribution Agreement has been reviewed by City Solicitor John Sanders and has been found to be acceptable. This Agreement was modified for use by the City of St. Thomas based on a sample agreement provided by the Ministry of Municipal Affairs and Housing and on a template Contribution Agreement used by the City of London.

The proponents have been provided with copies of the template Contribution Agreement for review prior to signing.

Separate signed agreements with each proponent will be required. It is anticipated that at least two customized Contribution Agreements will be brought to Council for signing approvals before the end of March.

Council's approval in principle of this template Service Manager Contribution Agreement is respectfully requested.

Submitted by

Likelon

Elizabeth Sebestyen

Housing Administrator

Reviewed By:

Treasury Env Services Planning City Clerk HR Other

# SERVICE MANAGER CONTRIBUTION AGREEMENT

# Canada - Ontario New Affordable Housing Program (2003)

### Rental and Supportive Component

## Service Manager Funding Delivery

This Agreement made the

day of

[insert year].

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

(hereinafter called the "City")

- and -

[INSERT NAME OF PROPONENT]

(hereinafter called the "Proponent")

### WHEREAS:

- A. In order to create a supply of Affordable Housing, Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen In Right of Ontario, as represented by the Minister of Public Infrastructure Renewal entered Into a bi-lateral agreement effective April 1, 2003 (the "CMHC Ontario New Affordable Housing Program Agreement").
- B. The purpose of the CMHC-Ontario New Affordable Housing Program "the Program" is to provide funding for Affordable Housing.
- C. The Minister of Municipal Affairs and Housing (the "Minister") is responsible for the Program and The Corporation of the City of St. Thomas (the "City") is responsible for the delivery and administration of affordable housing programs in the City of St. Thomas and County of Eigin.
- D. As part of the Program, the Minister established a Rental and Supportive Component, a Home Ownership Component, and a Northern Component, pursuant to which the Minister would provide Federal Funds and Provincial Funds for Affordable Housing.
- E. The Proponent has responded to the procurement process (the "Procurement Process") initiated by the City by submitting its proposal dated [Insert date of proposal] (the "Proposal") to undertake Development Activities for the Project(s) in return for Funding.
- F. The City and the Proponent have entered into this Agreement for the purpose of establishing the Proponent's obligations with respect to the Program and the City's obligation to provide funding to the Proponent.

NOW THEREFORE, the City and the Proponent agree with each other as follows:

### 1. INTERPRETATION

- 1.1 In this Agreement, including its Schedules, unless the context requires otherwise,
  - "Affordability Payment" means the Provincial Funds for a Unit, as set out in the Program Guidelines;
  - "Affordability Period" means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;
  - "Affordable Housing" means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential

premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;

- "Average Market Rents" means the average rent figures, based on geographical areas
  and classifled by bedroom count, as determined annually in the CMHC Average Market
  Rent Survey or as determined by the City, based on available data, in areas where there
  is no information from the CMHC Average Market Rent Survey;
- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday
  except when any such day occurs on a statutory holiday observed in Ontario;
- "Contribution Agreement" means an agreement entered into between the City and an approved Proponent for contributions under the Program also called the Service Manager Contribution Agreement;
- "Contribution by Others" means cash or in-kind eligible contributions from municipalities, in accordance with the Program. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC. Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;
- "Development Activities" means those activities which have been approved for the
  Project as set out in the approved Plans and Specifications and, generally, activities that
  are normally undertaken for the development, construction, repair, renovation,
  rehabilitation or conversion of buildings for residential purposes and include the
  acquisition of property;
- "Federal Funds" means funding from CMHC for a Unit, as set out in the Program Guidelines;
- "Force Majeure" means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such no availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- "Funding Schedule" means the schedule of funding for the type of Project to be undertaken by a Proponent, in the form determined by the City;
- "Funds" means Federal Funds or Provincial Funds, as set out in the Program Guidelines and City funds if applicable;
- "Housing" means residential accommodation and facilities, common areas and services
  used directly with the residential accommodation. Housing does not include commercial
  or institutional premises, social or recreational services, and services or facilities related
  to mental or physical health care, education, corrections, food services, social support or
  public recreation;
- "Interest Adjustment Date" means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent's permanent financing obligations for the Project, following the completion of construction;
- "Improvements" means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- "Large Project" means a Project with thirteen (13) or more Units;
- "Loan" means the total amount of Federal Funds, Provincial Funds and City Funds, If applicable, advanced by the City to the Proponent, in accordance with the Funding Schedule;
- "Occupancy Date" means the date on which occupancy of all Units in a Project is permitted;

- "Ontario Mortgage and Housing Initiative" means the government program that provides Proponents with access to lower-cost, longer-term financing for affordable rental housing for both construction financing and long-term mortgages;
- "Parties" means the Proponent and the City and "Party" means either of them, as the context may require;
- "Permitted Encumbrances" means the encumbrances encumbering the Affordable Housing Units listed in Schedule "G", together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Agreement;
- "Phase-out Period" means the last five (5) year period of the Affordability Period;
- "PIPEDA" means the Personal Information Protection and Electronic Documents Act,
   S.C. 2000, c. 5, including any amendments thereto;
- "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;
- "Plans and Specifications" means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
- "Procurement Process" means the request for proposals or procurement process used by the City;
- "Program" means the Rental and Supportive Component of the Affordable Housing Program, as set out in the Program Guidelines;
- "Program Guidelines" means the Program Guidelines issued by the Minister in respect
  of the Rental and Supportive Component of the Affordable Housing Program and
  attached to this Agreement as Schedule "A";
- "Project" means Affordable Housing proposed or approved for the Program, as the context may require on lands described in Schedule "L";
- "Proposal" means the response to the request for proposals or procurement process, submitted to the City pursuant to the Procurement Process;
- "Provincial Funds" means funding from Ontario for a Unit, as set out in the Program Guidelines;
- "Quantity Surveyor" means such Architect, Engineer or other professional duly licensed
  to practice in the Province of Ontario as the Proponent may from time to time appoint to
  supervise, direct, monitor, inspect or assess the Project or a specific aspect of the
  Development Activities;
- "Rental and Supportive Component" means the Affordable Housing Program described in the Rental and Supportive Component Program Guidelines;
- "Security Documents" means the security documents attached to and forming part of the Contribution Agreement;
- "Service Manager" means The Corporation of the City of St. Thomas";
- "Small Project" means a Project with twelve (12) or fewer Units;
- "Substantial Completion" means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;
- "Targeting Plan" means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on waiting lists for social housing;
- "Unit" means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is

secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; (iii) disabled/accessible units; and (iv) secondary suites.

- 1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to "rent" are deemed to include housing charges paid by members of non-profit housing cooperatives and "rental" is deemed to have a corresponding meaning.
- 1.3 The following Schedules are attached to and form part of this Agreement:

Schedule "A" Rental and Supportive Component Program Guldelines: Schedule "B" Funding Schedule; Schedule "C" Contribution by Others - Agreements; Schedule "D" Rental Protocol: Schedule "E-1" Charge/Mortgage of Land; Schedule "E-2" Assignment of Rents: Schedule "E-3" Security Agreement; Schedule "F" Alternate Security: Schedule "G" Permitted Encumbrances: Schedule "H Proponent's Initial Occupancy Report; Schedule "i" Proponent "s Annual Occupancy Report; Schedule "J" Proponent's Annual Targeting Report; Schedule "K" Protocol for Non-Compliance. Schedule "L" Legal Description of Property Schedule "M" Project Information Form

Schedute "N" - Project information Form

Schedute "N" - Conditional Letter of Commitment from the Minister to the Proponent

- 1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

### 2. FUNDING FOR AFFORDABLE HOUSING

- 2.1 The Proponent agrees to advance as its equity contribution to the Project the amount of an arrangement of the Project the amount of written confirmation to the City that the equity contribution has been advanced.
- 2.2 Funding for Affordable Housing is comprised of Federal Funds, Provincial Funds and Municipal Funds, if applicable. Federal Funds will be advanced to the Proponent in the form of a Loan, during the Development Activities. Provincial Funds will be advanced to the Proponent during the Affordability Period, in the form of monthly Affordability Payments, following completton and occupancy of the Project.
- 2.3 Notwithstanding section 2.2, in respect of Small Projects, the City may advance Provincial funds to the Proponent in the form of a Loan, during the Development Activities. The Parties agree that the project is a Large Project.
- 2.5 The City shall have the option of withholding from the amount to be disbursed under section 2.4 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the City shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the Construction Lien Act and provided that the Construction Lien Act is complied with.
- 2.6 The Proponent shall use the amount of the Loan and Contribution by Others solely for the purpose of its Development Activities in connection with the Project.

- 2.7 The City shall disburse the Federal and Municipal funds and the monthly Affordability Payment in accordance with the Funding Schedule attached as Schedule "B."
- 2.8 The Proponent shall use the monthly Affordability Payment to contribute towards the principal and interest payments incurred by the Proponent in connection with the Proponent's permanent financing obligations for the Project, following the completion of construction.
- 2.9 The Proponent may authorize the City to pay Funds to a third party and the City shall permit such authorization.

### 3. PROVISION OF AFFORDABLE HOUSING

- 3.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its Proposal.
- 3.2 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with the Program Guidelines.
- 3.3 Without limiting the condition set out in section 5.1 (b), the Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under sections 2.4 and 2.5.
- 3.4 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project that it has entered into by means of a Contribution by Others, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act*, 2001 and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Other shall be attached as Schedule 'C". The Proponent shall provide the Minister with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the City.

### 4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule "D" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Tenant Protection Act*, 1997 or the Residential Tenancies Act, 2006.
- 4.2 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule "D" of this Agreement.

### 5. CONDITIONS

- 5.1 The provision of funding by the City pursuant to sections 2.4 and 2.5 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City, and may be waived in full or in part by the City by written notice to the Proponent:
  - (a) any Contribution Agreement referred to in section 3.4 remaining in force and the Proponent being in good standing thereunder;
  - (b) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
  - (c) there being in existence no unregistered lien or statutory claim having priority against the Project;
  - (d) the Proponent's title to the Project free from any encumbrances other than the Permitted Encumbrances;
  - (e) the Proponent being in good standing under all of the Permitted Encumbrances;
  - (f) there being no work orders issued against the Project by any governmental entity, agency or official;

- (g) the Proponent having provided the City with the security documents required by section 7 and in accordance with the said section; and
- (h) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or otherwise and attached as Schedule "C".
- If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the City pursuant to sections 2.4 or 2.5 and are not waived by the City pursuant to section 5.1, the City shall be under no obligation to make any advance of the Loan to the Proponent and the City shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.
- 5.3 The provision of Funds by the City pursuant to section 2.7 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City, and may be waived in full or in part by the City by written notice to the Proponent:
  - (a) any Contribution Agreement referred to in section 3.4 remaining in force and the Proponent being in good standing thereunder;
  - (b) there being no Claim for Lien under the Construction Lien Act registered against the Project;
  - there being in existence no unregistered lien or statutory claim having priority against the Project;
  - (d) the Proponent's title to the Project being free from any registered encumbrances other than the Permitted Encumbrances;
  - (e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;
  - (f) the City has approved the information reports required in section 8.1 (c);
  - (g) the City has approved the Proponent's Targeting Plan and has advised the City, on an annual basis, that the Proponent is in compliance with the Targeting Plan.
- If any of the conditions contained in section 5.3 have not been fulfilled on the date for the disbursement of the initial Affordability Payment by the City pursuant to section 2.7 and are not waived by the City pursuant to section 5.3, the City shall be under no obligation to make any advance of the initial Affordability Payment to the Proponent and the City shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent far all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

### 6. TERMS OF THE FUNDING

- 6.1 The Loan shall have a term of twenty (20) years, commencing as of the Interest Adjustment Date.
- 6.2 Prior to the interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
- 6.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 2.

- With effect from the Interest Adjustment Date, the interest rate applicable to the Loan shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the first mortgage registered against title to the property, plus two per cent (2%).
- On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the City the amount of Interest, as calculated on the Loan amount according to the interest rate stipulated in section 6.4, so accrued during the previous year; provided, however, if the Proponent has satisfied, as of such anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.
- 6.6 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 6.7 During the initial term of the Proponent's Permitted Encumbrances obligations for the Project following the completion of construction, the Affordability Payment shall be comprised of the total of the province's per unit capital contribution to the Project plus the Proponent's cost of borrowing an equivalent amount based on the lesser of the rate of interest on the Proponent's permanent financing obligations for the Project or the ceiling rate of interest set out in CMHC's certificate of insurance pertaining to the Project,
- Subsequent to the Initial term of the Proponent's Permitted Encumbrances obligations for the Project following the completion of construction, the Affordability Payment shall be comprised of the total of the province's outstanding per unit capital contribution to the Project plus the Proponent's cost of borrowing an equivalent amount based on the rate of interest on the Proponent's long term financing obligations for the Project.
- 6.9 The Proponent shall comply with the requirements of the Ontario Mortgage and Housing Initiative.
- 6.10 The Proponent shall provide the City with such information respecting the Proponent's Permitted Encumbrances obligations for the Project as the City may require from time to time.
- 6.11 Except where the City has advanced Provincial Funds to the Proponent as part of the Loan during the Development Activities, pursuant to section 2.3, the Affordability Payment shall be paid by the City to the Proponent in monthly installments over a twenty (20) year term, commencing as of the Interest Adjustment Date, provided the Proponent has complied with the requirements of this Agreement.

### SECURITY

- 7.1 Prior to the City disbursing the Loan proceeds to the Proponent pursuant to section 2.4, the Proponent shall provide the City with executed registerable security documents in the form attached hereto as Schedules "E-1", "E-2" and "E-3" (the "Security"), completed in accordance with this Agreement or such alternate form of security, on such terms and conditions as the City may require, attached hereto as Schedule "F".
- 7.2 The Security shall be collateral to this Agreement. The amount of all contributions from the City shall be included in the Security documents. Any cash contributions from the city shall be included in the Security documents. The amount of any eligible in-kind contributions from the City shall not be included in the Security documents.
- 7.3 Without Ilmiting the Proponent's covenants and the remedies of the City under the Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 7.4 The City acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the City shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the City.
- 7.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances obligations for the Project, unless the City determines that the Security shall have a lesser priority.

### 8. ACCOUNTABILITY FRAMEWORK

- 8.1 (a) In the event:
  - (i) the City is advised that the Project will not proceed; or
  - (ii) the building permit for the Project is not issued on or before March 31,2008 or such longer period of time as the City may determine; or
  - the City determines, acting reasonably, that the Proponent is not proceeding with the construction due to delays likely to cause depreciation or deterioration of the improvements

the Proponent shall return all Funds to the City, forthwith upon demand.

- b) If requested by the City, the Proponent shall submit to the City, an audited statement respecting its expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days following the date on which the City is advised that the Project will not proceed or that the Development Activities related to the Project have been fully completed.
- c) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the City a completed information report in the form attached hereto as Schedule "H", and annually thereafter shall submit to the City completed information reports in the forms attached hereto as Schedules "I" and "J".
- (d) Without Ilmiting the Proponent" obligations under section 8.1 (c), the Proponent, if requested by the City, shall forthwith submit to the City the material required to be submitted to the City pursuant to section 8.1(c), in addition to any such material that the Proponent may have previously submitted to the City.
- 8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the City under this Agreement.
- 8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the City, for the purpose of verifying compliance with this Agreement.
- 8.4 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall cooperate with the City and provide free access to the Project and to such staff, documents, book, records and accounts as may be determined by the City.
- 8.5 The provisions of sections 8.1, 8.2, 8.3 and 8.4 shall continue to apply for a period of seven (7) years following the end of the period described in section 4.1 or the date of any early termination of this Agreement.

### 9. PUBLICITY

- 9.1 The Proponent acknowledges that it has been informed by the City that under the terms of the CMHC Ontario New Affordable Housing Program Agreement all publicity, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the Municipality, if applicable. The Proponent further acknowledges that it has been informed by the City that the CMHC Onlario New Affordable Housing Program Agreement requires the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the City to be in breach of the terms of the CMHC Ontario New Affordable Housing Program Agreement.
- 9.2 The Proponent shall not make any public announcement respecting the Project, Insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the City.
- 9.3 During the period of the Development Activities related to the Project, the Proponent shall erect a sign in front of the Project. The sign shall be in accordance with specifications issued by the Minister.

9.4 The Proponent acknowledges that any breach by it of sections 9.2 or 9.3 of this Agreement shall cause the City to be in breach of the CMHC - Ontario New Affordable Housing Program Agreement.

### 10. REMEDIES

- 10.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
  - (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within 10 days of receipt of written notice of the "fallure" from the City provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days, the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted:
  - (b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;
  - (c) any person commences an action, sult or proceeding materially affecting the Project or file a lien against the Property, or any person shall commence an action, sult or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;
  - (d) the Proponent ceases to carry on business as a company;
  - (e) the Proponent:
    - (I) becomes insolvent or unable to pay its debts as they become due; or
    - (II) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
    - (iii) makes an assignment for the benefit of creditors under the Bankruptcy Act (Canada) or any other insolvent debtors' legislation; or
    - (IV) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
    - (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
  - (f) any of:
    - (i) an Involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
    - (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
    - (iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within 15 days after its date;
  - (g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City; and
  - (h) if the Improvements shall be entirely destroyed or damaged to such an extent that, in the opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended and the insurance proceeds, if any, held by the City, in the opinion of the Quantity Surveyor, acting reasonably, insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds,

then, at its option, the City may declare the full principal amount of the Loan then advanced, together with all other moneys owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the City's remedies are cumulative and not mutually exclusive.

- 10.2 Complete Construction. If an Event of Default shall occur, then the City may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the Improvements and may complete the Improvements or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be an indebtedness of the Proponent to the City. All such amounts, even though they may, when added to the monles advanced and disbursed under this agreement, exceed the Loan, shall be secured by the Mortgage and other Security Documents
- 10.3 During Term of Agreement. Should the Proponent be in default under the terms of the loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unearned portion of the forgivable loan due and payable immediately. Interest will be payable only from the date of default until the loan is paid in full. The Interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the loan default. The amount of the loan that must be repaid is equal to the total amount of the loan less any amount considered forgiven from the first day of the month following full payment of the funds until the default
- 10.4 Assignment of Plans and Specifications. The Proponent hereby assigns to the City and its successors and assigns, the right to possess and use the Plans and Specifications and the Proponent's rights under all construction contracts, for the purpose of completing the Improvements if Proponent defaults subject to any prior assignment to the holder of the First Loan.
- 10.5 Costs and Expenses of Collection. All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable on demand.
- 10.6 In the event the City determines that a Proponent has breached any one (1) or more provisions of the Contribution Agreement, the City shall follow the Protocol for Non-Compliance set out in Schedule "K".
- All of the remedies in this Agreement, Schedule K and the Security are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 10.8 Notwithstanding any of the terms of this Agreement, Schedule K or of the Security, the City shall have the option of waiving any or all of its remedies under this Agreement, Schedule K and the Security, but no walver of a provision shall be deemed to constitute a walver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

### 11. RENT SUPPLEMENT REQUIREMENT

11.1 The City, at its option, may require the Proponent to enter into a rent supplement agreement for a maximum of 30% of the units in the Project.

### 12. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the City that:

12.1 The Proponent is a duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.

- 12.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 12.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the Mortgage will conflict with, or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 12.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 12.5 Except as previously disclosed in writing to the City, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, Injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent,
- 12.6 The Construction Contract is in full force and effect and neither the Proponent nor any other party thereto is in default thereunder.
- 12.7 None of the Information, financial or otherwise, provided by the Proponent to the City to Induce the City to make the Loan and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

### 13. COVENANTS OF THE PROPONENT

- 13.1 The Proponent covenants and agrees with the City that, it shall:
  - (a) lake all such actions and do all such things required to develop and continuously carry on the construction of the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications and to complete such construction not later than the date specified in Schedule M, subject to acts of God and other events which occur for non-financial reasons beyond the control of the Proponent, including, without limitation, strikes, lock-outs or other labour or industrial disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, future valid orders of any regulatory body having proper jurisdiction, wars, riots, sabotage, blockades, embargoes, insurrections, lightning, earthquake, fires, storms, floods and explosions and to pay all costs thereof;
  - (b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
  - pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security;
  - (d) deliver to the City the statements and reports as required by the Contribution Agreement.
- 13.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may be unreasonably withheld:

- (a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except the encumbrances created by the following encumbrances (collectively, the "Permitted Encumbrances");
  - 13.2,a,1 the First Mortgage;
  - 13.2.a.2 encumbrances created in favour of or assigned or pledged to the City;
  - 13.2.a.3 inchoate or statutory llens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;
  - inchoate or statutory llens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City or paid into Court to prevent effectively in the City's opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property; and
  - 13.2.a.5 Other Permitted Encumbrances listed in Schedule "G" hereto.
- (b) become a party, without the prior written consent of the City, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise:
- (c) permit any change in the ownership of the Proponent without the prior written consent of the City;
- (d) make any material change in the Plans and Specifications or the Construction Contract which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the City; or
- (e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the City.

### 14. INDEMNIFICATION

- 14.1 The Proponent shall indemnify and save harmless the City and the Province of Ontario from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of any party to this Agreement and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such Indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this agreement.
- 14.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third party liability insurance in a limit of not less than Five Million Dollars (\$5,000,000,000) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement including a sub-limit of not less than One Million Dollars (\$1,000,000.00) for claims arising from abuse or allegations of abuse to any person receiving services from the Proponent, its officers, directors, employees, agents, volunteers or independent contractors. This insurance shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.
- 14.3 In addition, during the design and construction period of the contract the Proponent will obtain and maintain the following policies of insurance:

- 14.3.1 All risk builder's risk property insurance for the full replacement value of the completed construction project, including boller and machinery, earthquake and flood based on a stated amount co-insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the City, and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00) and remaining in effect until the Commercial Operation Date
- 14.3.2 Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability) and shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than \$5,000,000.00 and in the joint names of the Proponent, City. Designated Consultants, Designated Contractors, all other contractors, subcontractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the project) which the City reasonably may require to be added as insured parties.
- 14.4 The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent.
- 14.5 The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described above is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 14.6 Further, the Proponent shall require all professionals involved with the project to carry professional (errors and omissions) liability insurance in an amount not less than Two Million (\$2,000,000.00) dollars and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 14.7 The Proponent agrees to obtain for its employees and to require all Designated Consultants, Designated Contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

### 15. NOTICE

- 15.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepald courier service; or
  - (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
    - (I) in the case of notice to the City:

St. Thomas-Elgin Onlario Works
Altention: Director Ontario Works ~ Social Housing
423 Talbot Street
St. Thomas, ON
N5P 1C1
For (510) 631 4824

Fax: (519) 631-1824

(ii) in the case of notice to the Proponent:

### [insert relevant information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, falling which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

### 16. GENERAL

- Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the Corporation of the City of St. Thomas, who is hereby specifically authorized in this regard.
- 16.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 16.3 The Proponent represents and warrants that:
  - it shall preserve the PIPEDA compliance of all PIPEDA protected Information transferred to it by the City;
  - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
  - (c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the City.
- The disbursement of Funds by the City to the Proponent pursuant to sections 2.4, 2.5 and 2.7, is subject to the necessary appropriations from the Federal Parliament, the Provincial Legislature and Municipal Council. The City shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations.
- Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 16.6 The Proponent acknowledges that CMHC and the Minister are not parties to this Agreement or other agreement relating to any Project.
- 16.7 No member of:
  - (a) the House of Commons or Senate of Canada; or
  - (b) the Legislative Assembly of Onlario; or
  - (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or

- AHP R&S NP/Private Service Manager Fur ing Delivery Final February 22, 2007
  - abridged by agreement in writing signed by the City and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.
- Any tender of documents or money hereunder may be made by the City or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.
- This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, timit or describe the scope or intent of this Agreement or form part of this Agreement.
- The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 16:13 This Agreement shall be read with all changes of gender and number required by the context.
- 16:14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection I2.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the City, in a form satisfactory to the City, to assume all of the Proponent's obligations under this Agreement and to provide the City with Security In accordance with this Agreement.
  - (b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the City, which consent shall not be arbitrarily or unreasonably withheld.
  - (c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.
- Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 16.17 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 16.15 restricting the Proponent's ability to assign this Agreement.
- 16.18 The Proponent agrees that the City may cause this agreement to be registered on title on the lands described on Schedule "L".

THE CORPORATION OF THE CITY OF ST. THOMAS

IN WITNESS WHEREOF this Agreement has been executed by the Partles.

I/We have the authority to bind the Corporation

# Mayor City Clerk [Insert name of PROPONENT] Per: Name: Title: C/s Title:

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# RENTAL AND SUPPORTIVE COMPONENT PROGRAM GUIDELINES

[Program Guidelines to be Attached]

### **FUNDING SCHEDULE**

### 1. Provincial Funding - 20 Year Affordability Payment

The 20 year affordability payment is the provinces' per unit capital contribution funded under the AHP plus the cost of borrowing those funds by the proponent over a 20 year amortization period. Provincial funding is flowed as a 20 year affordability payment and is used to service and discharge the portion of the proponent's mortgage which is equal to the provincial contribution. The payment is flowed monthly to the proponent and the first affordability payment is made upon occupancy, at the interest adjustment date.

### 2. Progress Payments for Construction of Projects – Federal Funds

Construction Milestones	Progress Payments New Construction
First Building Permit	50 per cent (less 10% holdback)
Structure Framing Certified	
complete	20 per cent (less 10% holdback)
Substantial Performance	30 per cent (less 10% holdback)

No funds shall flow if an order has been issued under subsection 12(2) of the Building Code Act and there has not been compliance with that order.

### **DISBURSEMENT OF THE LOAN**

- (1) Payment. Federal Funds
  - (a) The City shall make advances of the loan at the following times upon at least ten (10) days prior notice to the City, provided that the conditions set forth below have been satisfied:
    - (i) an amount equal to 50% of the Loan Maximum Amount (less 10% holdback), at first building permit, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured;
    - (ii) an amount equal to 20% of the Loan Maximum Amount (less 10% holdback), at completion of structural framing, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Construction Costs provided the funds are, in the opinion of the City, properly secured;
    - (iii) the balance of the Loan Amount upon Substantial Performance (less 10% holdback) as evidence by the General Contractor's Certificate and expiry of all llen periods under the Construction Lien Act (Ontario), as amended, or successor legislation, provided the funds are, in the opinion of the City, properly secured.
  - (b) the City shall not be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services delivered by them in or upon the Property, or employed in the construction of the Improvements, or for any debts or claims accruing to any of the parties against the Proponent or against the Property;

(c) It is distinctly understood and agreed by the parties hereto that there is no contractual relationship either express or implied, between the City and any supplier, contractor, sub-contractor, craftsman, labourer or person supplying any work, services or material to the improvements. The Proponent is not, and shall not be, the agent of the City for any purpose. There shall be no third party beneficiary of this Agreement, express or implied.

### CONDITIONS

- (2) The obligation of the City to make the payment of the loan is conditional upon prior compliance with such of the following conditions precedent as are not previously walved in writing by the City:
  - (a) the Proponent shall have submitted the Project Budget and Project Construction. Schedule to the City in a form and content satisfactory to the City;
  - (b) the Proponent shall have delivered to the City evidence satisfactory to the City that the Proponent's Equity has been paid, delivered or pledged;
  - (c) the City shall have received the following documents and materials each of which shall be satisfactory in substance and in form to the City:
    - (i) certificates of incumbency of the persons signing on behalf of the Proponent;
    - (ii) certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent, articles of incorporation, certified abstracts from by-laws, and certified copies of relevant directors' resolutions;
    - (lii) an opinion of the Proponent's counsel, dated the proposed date for the initial advance and addressed to the City and its counsel:
      - (A) that the Proponent:
        - is a body corporate, duly incorporated and properly organized and validly existing as a corporation under the laws of the jurisdiction in which it was incorporated;
        - (b) is qualified to do business in the Province of Ontario;
        - (c) has all the necessary corporate power and authority to carry on the business to be conducted by it in respect of the development, operation and management of the Project; and
        - (d) has all the necessary corporate power and authority to enter into and perform its obligations under this Agreement and each of the Security Documents to which it is a party in accordance with their respective terms;

!

(B) that this Agreement to which the Proponent is a party have been duly and validly authorized, executed and delivered by the Proponent and are valid and binding obligations of the Proponent enforceable in accordance with their respective terms;

- (C) that neither the execution and delivery by the Proponent of this Agreement to which it is a party nor compliance by the Proponent with any of their respective terms will contravene the charter documents or by-laws of the Proponent or, to the best of such counsel's knowledge, after having made due enquiry of the Proponent, contravene or result in a default under any other agreement or instrument by which Proponent may be bound or affected;
- (D) that, to the best of such counsel's knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;
- (E) that the Proponent has or will have good and marketable title to the Property, subject only to Permitted Encumbrances, and that the Project complies in all respects with and is not in contravention of any relevant municipal, provincial or federal law, by-law, statute, ordinance or regulation;
- (F) that no instrument containing a charge on any of the undertaking, property or assets of the Proponent, or notice thereof, has been registered in the Province of Ontario other than Permitted Encumbrances;
- (G) that this Agreement and financing statements, notices and other documents relative thereto have been duly registered or filed in all places in Ontario where such registration or filing is required by law or is necessary to make effective, preserve and protect the security which they purport to create; and
- (H) as to such other matters as the City or its counsel may reasonably request.

#### **CONTRIBUTION BY OTHERS - AGREEMENTS**

[Relevant Agreements to be Attached]

#### RENTAL PROTOCOL

#### 1. DEFINITIONS

- 1.1 In this Schedule "D, unless the context requires otherwise,
  - •"Affordability Period" means the "twenty (20) year period" following the date of the first (1st) occupancy of a Unit in the Project;
  - "Agreement" means the Agreement to which this Schedule "D" is attached;
  - •"Phase-out Period" means the last five (5) year period of the "Affordability Period", and

when used in this Schedule 'D', the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

- 1.2 The definitions in the Agreement shall apply to this Schedule "D", in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

#### 2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule "D" nor increase any rent charged for a Unit except as permitted in this Schedule "D"

#### RENTS

- 3.1 The weighted average rent of all Units in a Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.
- 3.2 The maximum rent for any Unit shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, provided that the amount so calculated does not exceed the CMHC Average Market Rent for units of a similar type in the geographical area.

#### 4. RENT INCREASES

4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,

- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
- (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Tenant Protection Act, 1997*, the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Tenant Protection Act, 1997*, the *Residential Tenancies Act, 2006* or any successor legislation, does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".

#### 5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not Increase the rent charged to *in-situ* tenants of Units by more than the rent guideline Increase permitted under section 4.2.
- Upon a Unit becoming vacant during the Phase-out Perlod, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

#### 6. AFTER PHASE-OUT PERIOD

6.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants

#### 7 MAXIMUM HOUSEHOLD INCOME

8.1 Gross tenant household income from all sources for tenants of assisted affordable rental housing can be no greater than five (5) times their Monthly Occupancy Cost. Proponents will be required to check incomes for prospective tenants of Assisted Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy ("rent up") and when any new tenants are selected as ensuing vacancies occur during the twenty (20) year period following the Project Completion Date. Proponents are not required, expected or allowed to check incomes for approved tenants once they have taken possession of their units.

#### SECURITY DOCUMENTS

#### [Relevant Documents to be Attached]

Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system

Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA

Schedule E-3 - Security Agreement (chattels) - register in PPSA

#### **ALTERNATE SECURITY**

[Relevant Documents to be Attached]

Schedule "F" is not registerable and is used to replace Schedules "E-1", "E-2" and "E-3".

#### PERMITTED ENCUMBRANCES

[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]

- All mortgages and security collateral thereto-totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.
- 2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
- Municipal agreements relating to the Development Activities in connection with the Project.

#### PROPONENT'S INITIAL OCCUPANCY REPORT

Affordable Housing Program - New Program - Re	ntal and Supportive Component
Occupancy Date:	
A. Project Information	
Contribution Agreement Number	
Contribution Agreement Expiry Date	DDMMYYYY
Project Name	
Project Address	

#### B. Number of Units In Project

Unit Type	AHP Funded Rental Units (#)	AHP Funded Supportive Units (#)	Units Not Receiving AHP Funding (#)	Total Number of Units (#)
Bachelor		_		
One Bedroom			<u> </u>	
Two Bedroom				
Three Bedroom				
Four Bedroom				
Other			-	
Total Number of Units			<del>                                     </del>	

### C. Depth of Affordability: Rents at Occupancy (AHP Funded Units) Establishes "permitted rents" which are used in Schedule "I"

Unit Type		Average Unit Re (AHP Funded Unit		CMHC Average Market Rent (\$)	Percentage of CMHC Average Market Rent
		(A)		(B)	(A+B) x 100
Bachelor					
One Bedro	oom				
Two Bedro	oom				
Three Bed	room				
Four Bedro	oom		•		
Other					
_					
Dept of Aff	ordability: Perce	ntage of CMHC	Τ.		
Average M	larket Rent Achie	ved for Overall		<u></u> %	
Project			(Note	e: This figure must n	ot be greater than 80%)
). Proj	ect Certificatio	חים			
certify, to the lind correct.	he best of my kno	owledge, that the infor	mation per to rev	provided in Sections : view the rent roll from	B and C above is true appropriate source(s) li
certify, to the lind correct. leemed lecessary.	he best of my kno	owledge, that the infora ze the Service Manag	mation per to rev	provided In Sections in view the rent roll from Date:	i appropriate source(s) If
certify, to the correct. eemed ecessary. Signed by [final line or correct errors or correct.]	he best of my known in hereby authors  Diease print name of the Appendix of the Projection	pwledge, that the inforaze the Service Manag	er to rev	view the rent roll from	i appropriate source(s) li
certify, to the distribution of the distributi	he best of my known in hereby authors  Diease print name of the Apply wher of the Projes thairperson of the This Schedule	pwledge, that the informate the Service Manage  propriete line below]  ct Board of Directors of is required to be sub-	the Pro	view the rent roll from  Date:  ject  y the Proponent to th	i appropriate source(s) If

#### PROPONENT'S ANNUAL OCCUPANCY REPORT

Affordable Housing Program - New Program - Rental and Supportive Component

For the Year Ended December 31, 20\_\_\_\_

#### A. Project Information

Contribution Agreement Number	ИИИИИИИИ
Contribution Agreement Expiry Date	DDMMYYYY
Project Name	<del></del>
Project Address	· · · · · · · · · · · · · · · · · · ·

#### B. Average Rents at Year End

				Previoue Y	ear	Current Ye	<u></u>	1
Unit Type	Total Number of Units (#)	AHP Funded Rental Units (#)	AHP Funded Supportive Units (#)	Permitted Rent (insert last reporting year) (\$)	TPA Permitted Increase (\$)	Permitted Rent per Unit per Month (\$)	Average Rent per Unit per Month (\$)	Rationale
				(A)	(B)	(C)	(D)	(If D>C)
_						(A+B=C)		•
Bachelor								
One Bedroom				_				
Two Bedroom								
Three Bedroom								
Four Bedroom								
Other								
Total				_	_			

#### C. Depth of Affordability

Level of Affordability Achieved for Project	Varlance	Rationale
At occupancy	%	
At year end	%	

#### D. Project Certification

I certify,	to the best of my knowledge, that the information provided in Section B above is true and
correct.	I hereby authorize the Service Manager to review the rent roll from appropriate source(s) if
deemed	necessary.

	Date:
Signed by [please print name]	
I am [please check on the appropriate line below] the Owner of the Project	
the Chairperson of the Board of Directors of the P	roject
E. Auditor's Confirmation	
We have performed the necessary review and tests on the rent levels far the reporting period. Our results confir and C above is true and correct.	ne records of the named property pertaining to m the information as provided in Sections B
	Date:
Confirmed by [please print name]	
Name, Address and Telephone Number of Firm:	

[insert relevant information]

# SCHEDULE "J"

# PROPONENT'S ANNUAL TARGETING REPORT

Affordable Housing Program - New Program - Rental and Supportive Component

For the Year Ended December 31, \_\_\_\_

Number of Units New Conversion Rehabilitation Addition New Conversion Rehabilitation	Name of Owner		CC :	RENTAL			SOCIA	SOCIAL HOUSING		AVERAGE RENT OF	
Rehabililation Addition				per ol Unils			Numi	er of Units		MONTH	
		New	Conversion	Rehabiiilalion	Major Addition	New	Conversion	Rehabilitation	Major Addition		

		Other Target Group (Name)
		Supportive Mental Health
rele	of Units	Supportive Victims of Domestic Violence
CLIENTELE	Number of Units	Senior
		Single
		Family

#### PROTOCOLS FOR NON-COMPLIANCE

Affordable Housing Program - New Program - Rental and Supportive Component

#### BACKGROUND

- 1.1 This guideline addresses the obligations to Indemnify and obligations of AHP participants to recover funding from affordable housing projects which may encounter difficulties within the relationships described below:
  - (a) Province Canada Mortgage and Housing Corporation ("CMHC");
  - (b) Service Manager ("SM") Province;
  - (c) Proponent Service Manager; and
  - (d) Proponent Province.
- 1.2 It is expected that all Rental and Supportive projects will be required to obtain CMHC Insurance for the first mortgage since this is a condition of funding under the Ontario Mortgage and Housing Partnership Initiative,
- 1.3 While these guidelines pertain to the Rental and Supportive Component of the AHP program, the same set of underlying principles and requirements could accommodate other program components with minor adjustments.
- 1.4 The undertakings and commitments contained in this guideline are consistent with and do not supersede any agreements between the Governments of Canada and Ontario as per the Affordable Housing Program Agreement, effective April 1, 2003 (the "AHP Agreement").

#### 2. CONSULTATION

2.1 When the Service Manager becomes aware of a failure of a Proponent to observe or perform a material condition in the Contribution Agreement, the Service Manger shall notify the Province, which shall, in turn, notify CMHC. The Province and the SM shall each appoint one person to an ad hoc committee for the purpose of assembling information relating to the project in difficulty and determining a course of action for rectifying the difficulty. CMHC shall be invited to participate and will determine the extent of its involvement on the committee. Terms of reference for the ad hoc committee shall be developed and agreed to by all three parties.

#### 3. BEST EFFORTS

In determining what course of action may be undertaken to rectify a project in difficulty, the parties shall use their best efforts to work together co-operatively with an aim to maintaining, to the greatest extent possible in the circumstances, the affordability of the rents for the project as determined by the Contribution Agreement. The parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable for a project in difficulty.

#### 4. ADVANCE NOTICE

- 4.1 Neither CMHC, the Province or the SM shall substantially modify the terms of any project-specific agreement, including the Contribution Agreement, or the advance of funds or the security documentation associated with the advance of funds, with the exception of a CMHC insured first mortgage, without providing written notice to the other parties and a reasonable opportunity for the other parties address the implications of such action.
- 4.2 The obligation to indemnify or the distribution of a recovery of funds from a project in difficulty will require the Service Manager and/or Proponent to exhaust all reasonable opportunities to

AHP – R&S - NP/Private – Service Manager Contdity (Lelbosy) - Final – February 22, 2007

seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering funds from bonding companies or other third parties who, at law, may be responsible for the losses of a project in difficulty.

#### 5. INDEMNITY

#### 5.1 Province - CMHC

- (a) As per Section 8.4 of the AHP Agreement, Onlarlo will indemnify CMHC as the result of third party "claims" arising out of the Implementation of the Agreement. "Claims" is defined as any legal action against CMHC in connection with the AHP Agreement.
- (b) Federal-Provincial Indemnity provisions on Project Development Funding and environmental claims remain as per Section 8.4 (d), (e) and (f) of the AHP Agreement.
- (c) Where CMHC has insured a proponent" first mortgage and a default occurs on the insured mortgage, the Province is not required to indemnify CMHC for any losses related to the mortgage insurance as per Section 8.4 (g) of the AHP Agreement.
- (d) The AHP "capital" funds and the circumstances dealing with the recovery of these funds are dealt with in subsequent sections of these guidelines.

#### 5.2 SM - Province

- (a) It is proposed that the SM indemnify the Province for any third party claims against the Province, unless the claims are in any way, directly or indirectly, attributable to the negligence, bad faith or willful misconduct of the Province.
- (b) Subject to the preceding paragraph, during the construction phase of a project, it is proposed that the Service Manager indemnify the Province for 100% of federal AHP project funding, as a result of any third party 'claims' against the Province, subject to certain exceptions as per Section 8.4 of the AHP Agreement, including:
  - (i) Maximum liability is limited to the total amount of federal-provincial (unding advanced at the time of the loss-giving rise to the claim for indemnification:
  - (ii) 50% share of provincial liability for losses in relation to Project Development Funding (i.e. 25% of the total claim);
  - (iii) 50% share of provincial liability for losses as a result of environmental and pollution claims (i.e. 25% of the total claim);
  - (lv) no indemnification for losses covered by CMHC or other insurance.
- (c) Following completion of construction, it is proposed that the Service Manager will indemnify the province for any third party 'claims' on a 50% basis for CMHC, with respect to the federal portion of AHP funding, and on a 100% basis for the Province, subject to same exceptions as indicated above.

#### 5.3 Proponent - SM

- (a) The proponent would be required to indemnify the province for any claims against the Province or CMHC in accordance with the Contribution Agreement.
- (b) The SM should also request full indemnification from the proponent for any claims against the SM.

#### 5.4 Proponent - Province

- (a) Where there is a direct relationship between the Province and a proponent, the Province will require 100% indemnity of CMHC and provincial funds paid in the event of a claim against the province or CMHC.
- (b) Indemnification of CMHC will be required during the construction and occupancy period of a project. Indemnification of the province will be required throughout the period during which provincial affordability payments are made.

#### RECOVERY OF FUNDS

- 6.1 Under the AHF, a number of circumstances could arise which could make a project "non compliant". Examples include:
  - (a) Construction Failures increased construction costs, bankruptcy;
  - (b) Environmental considerations with the exception of those identified and record& in advance of an AHP funding commitment;
  - (c) Program compliance violations project falls to remain affordable or does not maintain its affordability target for the full 20 years, or funds are misused.

#### 6.2 Province - CMHC

- (a) CMHC would not expect full repayment of federal capital by the Province if the province confirms that "best efforts" were made to collect the funds.
- (b) Best efforts would involve adherence by the SM to the "risk sharing protocols" in order to minimize occurrence of failure. Furthermore, the parties will need to explore all available remedles with SMs, proponents and CMHC, and implement the best remedy to the extent possible.
- (c) If efforts lead to a recovery of capital funding, CMHC would expect a repayment of "a prorate portion" of the federal funding. It is reasonable to propose that all thee funding partners should share in any proceeds recovered, in proportion to their contributions.
- (d) A sliding scale for CMHC forgiveness is set at 5% per year over 20 years. Under certain circumstances, the Province will share this forgiveness with SMs and proponents, otherwise the Province will collect these funds for recycling in other projects.
- (e) Federal funding could either be repaid by the Service Manager to the Province and recycled in new commitments before March 31, 2009 or refunded directly to CMHC after this date.
- (f) In the event that auditors discover misuse of federal funding as per the AHP Agreement, CMHC would expect a refund from the Province where applicable. The amount owing could be reduced based on earned forgiveness of the principal amount during the period of project compliance.

#### 6.3 SM - Province

- (a) In the event a project ceases to be an AHP project for reasons related to negligence, misuse or non-compliance, the Province will expect to be repaid for provincial contributions advanced during the period of non-compliance.
- (b) In the event a project ceases to be compliant due to the negligence of the SM, the Province would expect the SM to repay the Province 100% of CMHC funds, less any earned forgiveness of the principal amount, during the period of project compliance.

#### 6.4 Proponent - SM

- (a) It is required that the SM would adopt a similar position if a project terminates under reasonable circumstances. That is, best efforts can be made to recover government contributions, but if there were no proceeds available, repayment would not be expected.
- (b) In situations of non-compliance due to misuse or negligence, the SM is expected to take remedies available to recover government contributions.

#### 6.5 <u>Proponent - Province</u>

- (a) In situations of non-compliance due to misuse or negligence, the province would expect 100% repayment of federal and provincial funds from the proponent.
- (b) If a project ceases to operate as an AHP project, under reasonable circumstances, the provincial affordability payment would end and best efforts will be made to recover the provincial contributions paid during any period of non-compliance. In the event no proceeds were available, repayment would not be expected.

#### SCHEDULE "L"

#### LEGAL DESCRIPTION OF PROPERTY

Number of Units:

PIN 01111-0012

PLAN NIL LOTS 13, xxxxxxxxxxxxx 36.75X142XIRRX45.59 5664.00SF 36.75FR Project Name

#### **PROJECT INFORMATION FORM**

Number of Units: Affordable Housing Program - Rental & Supportive Housing Funding Service Manager - City of St. Thomas Official Name of Proponent: Proponent Address Number Street Unit City Province Postal Code Proponent Contact Information Contact Name: Contact Phone & Fax Number: Contact email: Proponent Type (Tick) [ ] municipal non-profit [ ] private sector [ ] co-operative [ ] private non-profit, charitable corporation [ ] partnership [ ] other Project Information Number of Affordable Units Created: New Supply Renovation and Conversion Type of Construction: Apartment \_\_\_\_\_ Row \_\_\_\_ Total Number of Units in Project; \_\_\_ Client Type: Family \_\_\_ Seniors \_\_\_ Single \_\_\_ Other \_\_\_ Supportive Units: Health \_\_\_\_ Dual Diagnosis \_\_\_\_ Victims of Domestic Violence \_\_\_ Anticipated First Occupancy Date \_\_\_\_ Number of Affordable Units Unit Sizes (m2) Maximum Rents Bachelor 1 Bedroom 2 Bedroom 3+ Bedroom Total

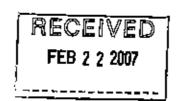
AHP - R&S - NP/Private - Service Manage indin 🕡 elinory - Final – February 22, 2007 Approvals Date of Council Approval of Project: conditional final Date of MMAH Approval of Project; conditional final Project Funding 1. Municipal contributions Total for project (Indicate if estimates) a) Development charges b) Forgivable Loan c) Low interest loans (value below market) d) Land (value of lease below market, or assessed land value if title is transferred) e) Other 2. Contributions from other sources (e.g. charities, non-profit equity) (Indicate if estimates) 3. Provincial Funding 4. Subtotal Contributions from Others (1+2+3) 5. Federal Funding Amount of Rental & Supportive Housing Funding (3 + 5)Total Capital Costs of Project: Capital Contributions from others (4 minus 1a) Federal Funding (5) Equity Mortgage Other

Total

AHP – R&S - NP/Private – Service Manage Europing Delivery - Final – February 22, 2007

Attach Conditional Letter of Commitment from Minister to the Proponent





February 12, 2007

Dear Heads of Council, Members of Council and Staff, City of Bi. Thomas Hecchinal

FEB 2 7 2007

#### Re: 2007 OSUM Conference & Trade Show

ON, D. B. Ther

On behalf of the 2007 OSUM Organizing Committee and the Town of Midland, I am delighted to invite you to attend the 54<sup>th</sup> Annual OSUM Conference and Trade Show, to be held at the impressive North Simcoe Sports and Recreation Centre, from May 2 to May 4, 2007.

This year's theme is "Our Environment, Our Heritage, Our Legacy," and the Town of Midland is the ideal location to see how all three of these aspects work together in harmony. We are thrilled to have the opportunity to showcase Midland's beauty and its rich heritage. From our beautiful waterfront trail, largest collection of outdoor historic murals in Canada, to the many internationally known tourist attractions, Midland has much to offer its visitors. As the 2005 Communities in Bloom National Champions, we are also very proud of the efforts our community has taken to beautify our Town. We are certain you will enjoy your experience in Midland!

As you will see from the enclosed Conference Program outline, OSUM 2007 will prove to be an enjoyable and informative conference. For your convenience, we have also included an updated Delegate Registration Form and Accommodations List. Please be sure to pass on the enclosed Companions' Program information, as Midland has included some special events just for the companions.

If you would like further information about our Conference, please call Ted Blowes, OSUM Annual Conference and Trade Show Co-ordinator at 519-393-5877 residence, or 519-271-0250 ext. 241, or by email at ted.b@quadro.net, or lwolfe@townofstmarys.com. You may also contact Sue Walton, Town of Midland Co-ordinator for OSUM 2007, at 705-623-0286 or by email at swalton@town.midland.on.ca.

And remember - "It's Worth the Drive to Midland!"

ome m. Down

Sincerely,

James M. Downer, Mayor

Town of Midland

Encls.

675 Dominion Avenue Midiand, Ontario L4R 1R2 Phone: 526-4275 Fax: 526-9871 mayor ©town-midiand.on.ca www.fown.midiand.on.ca

#### ONTARIO SMALL URBAN MUNICIPALITIES

ASSOCIATION OF MUNICIPALITIES OF ONTARIO



## ONTARIO SMALL URBAN MUNICIPALITIES 54<sup>TH</sup> ANNUAL CONFERENCE AND TRADE SHOW "OUR ENVIRONMENT, OUR HERITAGE, OUR LEGACY"

HOSTED BY THE TOWN OF MIDLAND – MAY 2 – 4, 2007 North Simcoe Sports and Recreation Centre 527 Len Self Boulevard, Midland, Ontario

#### CONFERENCE HIGHLIGHTS

EARLY BIRD EVENTS - Wednesday, May 2, 2007

Golf at the Brooklea Golf and Country Club, and the Georgian Queen Boat Cruise. To register, please call Sue Walton at 705-623-0286.

<u>TRADE SHOW</u> (Over 50 Exhibitors) – Great opportunity for newly elected officials to learn more about municipal products, systems, infrastructure, services etc.

<u>NEW</u> - Wine and Cheese Reception wrap-up to the Trade Show with opportunity to win great prizes - be there, don't miss this!

#### **KEYNOTE SPEAKER** – Not to be missed!

Mr. Richard Worzel - Canada's leading forecaster and futurist. Note - each delegate will receive Mr. Worzel's publication, "Risk Management and Scenario Planning - How to avoid problems and spot opportunities"

<u>COMPANION PROGRAMS</u> – after breakfast with the delegates on Thursday and Friday, there are lots of things to do and places to visit in the Town of Midland – please see separate Companion Program for details.

#### **CONFERENCE PROGRAM AT A GLANCE**

<u>WEDNESDAY, MAY 2, 2007</u> – Trade Show opens 7 p.m. – 9:30 p.m., Evening of Welcome with hors d'oeuvres, cash bar and low-key jazz entertainment. - 7 p.m. – 9:30 p.m.

<u>THURSDAY, MAY 3, 2007</u> – Trade Show opens 8 a.m. - 5 p.m. Be sure to check out the Exhibitors! Official Opening Ceremonies

Address by the Honourable John Gerretsen, Minister of Municipal Affairs and Housing Keynote Speaker - Richard Worzel

Concurrent Primary Discussion Panels

- A Emergency Response Is it Working in Small Town Ontario?
- B Preparing for the New Clean Water Act What Municipalities Need to Know

-- over --

OSUM – The Conference where the Delegate can make a difference!

Remember -- It's worth the drive to Midland!

Concurrent Municipal Education Tracts

-28-

A – Cultural Tract – Recreational Planning with respect to the new Accessibility Act Conservation Planning, Trails – Recreation or Transportation?

B – Education Tract – Conflict of Interest Act, Communities in Bloom, Energy Conservation Planning, Public Sector Accounting Principles (PSAP), First Nations Consultation and Accommodation Free evening to enjoy the Tastes of Middand

#### FRIDAY, MAY 4, 2007

Primary Discussion Panel - MUCH ADO ABOUT WASTE. Beyond Landfill - Incineration, Composting, Energy from Waste, Waste Reduction, etc.

Minister's Forum – an opportunity to dialogue with several Ontario Cabinet Ministers Chairman's Luncheon – (Premier invited)

2 p.m. - Adjournment and return home or spend another night in Midland.

#### A SAMPLING OF CONFIRMED CONFERENCE PRESENTERS

- George Rust D'Eye, WeirFoulds LLP
- Richard Worzel
- Minister John Gerretsen
- Robert Andrew, Director of Paramedic Services, County of Simcoe
- John Nawn, Treasurer, Pennsylvania Engineers Association
- John Burke, Ministry of Municipal Affairs and Housing
- Diane Czapla, Parks Manager, Town of Midland
- Peter Dunbar, Director of Municipal Services, Town of Collingwood
- Greg Stewart, Ministry of Health and Wellness
- Paul Hamelin, Chief of Police, Town of Midland

#### OSUM EXECUTIVE COMMITTEE 2006-2007

- Chair, Gary McNamara, Mayor, Town of Tecumseh
- Vice Chair, Norman Sandberg, Councillor, Town of Collingwood
- Secretary-Treasurer, Larry McCabe, Town of Goderich
- Chuck Ward, Councillor, Municipality of Brighton
- Paul Grenier, Councillor, City of Welland,
- Mark Urbanski, CAO, Municipality of North Perth
- Rick Milne, Deputy Mayor, Town of New Tecumseth
- Dave Hunt, Councillor, City of Stratford
- Deborah Haswell, Councillor, City of Owen Sound
- Ted Blowes, Annual Conference and Trade Show Co-ordinator, Honourary Member
- Bryan Baxter, Town of Cobourg, Honourary Member

CONTACT INFORMATION

Conference and Trade Show – Ted Blowes 519-393-5877, email ted b@quadro.net or Lori Wolfe at 519-284-2340 ext. 212, or <a href="mailto:lwolfe@town.simarys.on.ca">lwolfe@town.simarys.on.ca</a>
Midland Municipal Contact – Sue Walton at 705-623-0286 or email at <a href="mailto:swalton@town.midland.on.ca">swalton@town.midland.on.ca</a>

OSUM - The Conference where the Delegate can make a difference!

Remember -- It's worth the drive to Midland!



#### Delegate Registration Form 54th Annual OSUM Conference and Trade Show Hosted by the Town of Midland May 2 – 4, 2007



Our Environment, Our Heritage, Our Legacy

AMA	Association of Municipalities of Catario
	Municipalities of Coterio

Delegate Haine.		1 0312		
Municipality;				
Mailing Address:				
Telephone:		Fex:	<u></u>	
E-mail Address;				<u> </u>
Companion Name (if appli	cable):			
Full Delegate	Before April 2, 2007	\$350,00 🗆	After April 2, 2007	\$375.00 🗆
One-Day Delegate Only		\$250.00	Specify Day:	
Companion Package	Before April 2, 2007	\$ 85.00 □	_After April 2, 2007	\$ 95.00 □
	xtra tickets) Friday, May 4	\$ 50.00 □	After April 2, 2007	<b>\$ 60.00</b> □
Brooklea Golf & Countr	y Club - Delegate	\$ 59.43	Wed. May 2 - Morning	- Early Bird Event
	- Companion	\$ <i>5</i> 9.43 □	(Golf cart included in p	rice)
Georgian Queen Boat Cr		\$ 27.36	Wed. May 2 Noon I	
	- Companion	\$ 27.36	(Lunch included in price	ce)
	Subtotal:			
6	5% GST on Subtotal:			
	Total:	•		
COMPANIONS' PROC	GRAM ACTIVITIES: (Inch	uded in Registri	ation Fee) Please Indicate	e Choice.
Sainte Marie Among the	Hurons, Thursday, May 3, 20	007, 10:00 a.m.	to 12:00 p.m.	
Wye Marsh Wildlife Cer	ntre, Thursday, May 3, 2007, 1	10:00 a.m. to 12	2:00 p.m.	
Guided Walking Tour of	Heritage Homes, Thursday, N	May 3, 2007; 1:	30 p.m.	
	Down Town Midland, Thurs		· •	
Friday, May 4, 2007, 9:0	Museum & Ouendat Village/l 0 a.m. to 12:00 p.m.			
Fuit Delegale includes: 2 b	es: 2 breakfasts, 1 lunch, Chairm breakfasts, Chairman's Luncheon	an's Luncheon, e n, & scheduled a	all worksnops & special eye clivities. Town of Midland (	nts, Companions' GST# 108128182,
☐VISA ☐MC Card#			Exp. (mm/vv)	
Cheque (payable to the 1			•	<del></del>
Please send registration for	n and payment to the Town o	of Midland at;	575 Dominion Avenue, N	Aidland, ON L4R 1R

Please send registration form and payment to the <u>Town of Midland</u> at: 575 Dominion Avenue, Midland, ON L4R 1R2 Fax: 705-526-9971. **Deadline for registrations is Monday, April 23, 2007.** Registration fees are refundable only upon receipt of written notification by <u>Friday. April 27, 2007</u> – less a \$50.00 service charge. All delegates must book their own accommodations.

Please use separate form for each registrant.

Midland Conference Coordinator, Sue Walton, 705-623-0286, swalton@town.midland.on.ca

-60 -

FEB 2 6 2007



#### Elgin Court Public School 254 First Avenue St. Thomas, Ontario N&R 4P6 631-7118

Mrs. A. Luce Vice-Principal Mrs. V. Morrison Principal Mrs. P. Butler Secretary

February 12th,2007

#### St. Thomas City Council,

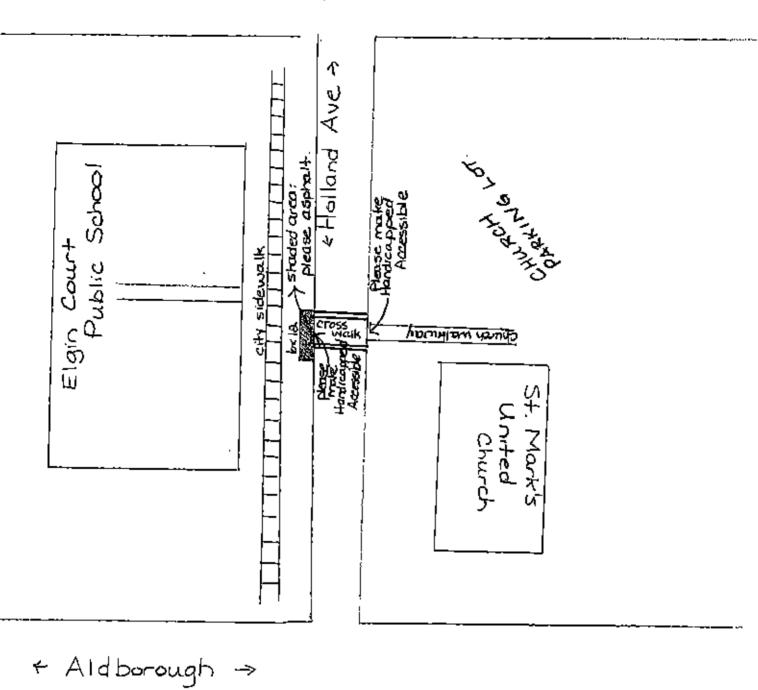
I am writing on behalf of Elgin Court Public School to thank City Council for our new crosewalk that was installed back in the late fall. It was installed so quickly! The next day, in fact. It has been such a beneficial safety feature for the children of our school. Children are dropped off and picked up from St. Mark's United Church across the street and are safely supervised across this crosewalk. The roadelde crosewalk signs have elowed traffic down quite considerably on Holland Ave. which has also been a blessing.

Although our School Council is so pleased with our crosswalk improvement, we are asking for yet another request. We are asking if the city would approve to have the curbs of this crosswalk be changed to handicapped accessible (i.e. curbs are sloped) and if the small portion of boulevard, on the school side of the crosswalk, could be permanently asphalted or comented. Please see the illustration attached.

As you can well imagine, we have many strollers, wagons, bicycles and wheelchairs using this crosswalk now. It would certainly be an improvement to have it accessible for everyone's use. The small portion of boulevard we believe is City property. Our concern here, is that it is not cemented and is quite often very mucky. It would be lovely if people could exit off of the crosswalk and onto solid ground to get to the main sidewalk of Holland Ave.

The attached diagram will give you the dimensions of the boulevard portion in question. It is not large by any means, but nonetheless, extremely difficult to manouveur wheelchairs and strollers through the mud to get to the sidewalk.

Our School Council thank you very much for your	time and consideration of this
Our School Council thank you very much for your request.	KEFERRED TO
Iodnose	J. DEWANCKER , AA
Yours warmly,	hara -
Slinda Chu	Le
Linda Chute	1 <del></del>
School Council Ch	almerson
(579) 631-3	87 FOR
	DISTITUTE IN TO I
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	TO ALL COMMUNICIAL EN
	-INTO INTO I
Home of the Coyotes Club and Pea	FRAMMETS MARIA KONDFAL



LEGEND
shaded area
to be asphalted
dimensions are:
6ft × 12ft

377

TIKU



#### The Corporation of the City of North Bay

200 McIntyre St. East P.O. Box 360 North Bay, Ontario Canada P1B 8H8



(705) 474-0400 Direct Line:

(705) 474-0626, extension 517

Direct Fax: (705) 474-4925 E-Mail: mayor@cityo/northbay.ca

City of St. Thomas

FEB 2 7 2007

FEB 2 2 2007

February 15, 2007

City of St. Thomas P.O. Box 520 545 Talbot Street

ST. THOMAS, ON N5P 3V7

Attn: Head of Control May or Borwick.

The Province introduced the Ontario Municipal Partnership Fund (OMPF) in March 2005 to replace the Community Reinvestment Fund. The impact on municipalities varied depending on their own unique circumstances and how they fit the new formulae, resulting in many winners and many losers. The City of North Bay was one of many municipalities that would see funding levels decrease as the Province phased in the transition from the CRF to the OMPF.

Like you, we have been struggling with the OMPF. Our detailed studies have determined a formula solution that benefits both of our municipalities, as well as many others. We are asking for your support and we're confident that as you read the following paragraphs, you will agree that we've come up with a solution that can be immediately implemented by the Provincial Government.

The level of funding has been maintained at a base level established as the CRF funding received in 2004. The 2004 CRF level of funding was based on Local Service Realignment costs for 2002. The Province did update the CRF to reflect 2004 level of costs and all municipalities received a one-time payment in 2005. Unfortunately the base level of funding was not adjusted upward and local taxpayers have had to absorb a larger level of Provincial health and social service costs.

The City of North Bay has been objecting to the funding formulae for over two years and has made several suggestions which have been rejected by the Province. During the same period there have been several changes to the OMPF formulae which have benefited many municipalities but have not benefited the City of North Bay. The Province has added \$168 million or 25% to the OMPF since 2005.

Our Deputy Mayor made a presentation to the Standing Committee on Finance and Economic Affairs – Pre-Budget Consultations on January 24, 2007. A copy of this presentation which was expanded upon in a City of North Bay budget presentation February 1, 2007, can be seen on our web site at www.cityofnorthbay.ca. We have recommended that the base level of funding that the Province has protected for all municipalities should reflect the adjusted 2004 CRF after the reconciliation to the 2004 level of Local Service Realignment costs confirmed by the province. We have also recommended that this base level of funding should be increased by an inflationary allowance to ensure that every municipality receives an increase from the 2005 level.

We have attached a copy of a resolution passed unanimously by our City Council on Monday, February 5, 2007. We have also attached a list of municipalities like yours that would benefit from this change to the OMPF. We have estimated that the additional cost to the Province for 2007 would be less than \$50 million. This is less than the additional \$56 million that was added to the funding levels in March 2006. It is also equal to the level of additional OMPF funding that the City of Toronto will receive in 2007 as a result of changes to the OMPF formulae since 2005.

This additional funding would help to provide stability for 2007 and 2008 until the Provincial-Municipal Fiscal Service Delivery Review is completed and a new deal is announced and implemented.

Again we ask that you join us by supporting this important resolution, one that brings fairness to communities like yours and ours. A copy of this letter is also being directed to your MPP., so we ask that you contact him/her and discuss this solution to our mutual problem.

Yours truly,

Victor A. Fedeli

Ity of North Bay

Mayor

Peter Chirico

Deputy Mayor City of North Bay



The Corporation of the City of North Bay 200 McIntyre St. East P.O. Box 360 North Bay, Ontario Canado P1B 6H8 Tel: (705) 474-0400 -64 -

OFFICE OF THE CITY CLERK CORPORATE SERVICES DIVISION Direct Line: (705) 474-0626, ext. 510

Fax Line: (705) 495-4353

E-mail: cathy.conrad@cityofnorthbay.ca

7 February 2007

Premier Dalton McGuinty Room 281, Main Legislative Building TORONTO, ON M7A 1A4

Dear Sir:

This is Resolution No. 2007-87 which was passed by Council at its Regular Meeting held Monday, February 5, 2007.

#### Resolution No. 2007-87:

"WHEREAS the level of provincial unconditional funding from the Community Reinvestment Fund (CRF) and the Ontario Municipal Partnership Fund (OMPF) has remained at \$16,611,000 since 2001:

AND WHEREAS during the same period the City of North Bay's Operating Budget expenditures have increased by 30%;

AND WHEREAS during the same period the City of North Bay's tax levy has increased by 41.2%;

AND WHEREAS while the Provincial share of funding for Operating Budget expenditures has dropped from 21.7% to 16.7%, the local tax levy share has increased from 58.5% to 61.3% during the same period;

AND WHEREAS the transition from the CRF to the OMPF was scheduled to result in reductions in block funding from the Province;

AND WHEREAS the province has chosen to defer the reductions by providing one-time funding to ensure the funding does not fall below the 2004 level;

AND WHEREAS the 2004 CRF level of funding was based on a reconciliation of Local Services Realignment costs to 2002;

AND WHEREAS the Province did complete a reconciliation to update Local Services Realignment costs to 2004 levels and reimbursed the City of North Bay the additional \$970,000 to recognize the increased costs bringing the reconciled CRF funding for 2004 to \$17,581,000;

AND WHEREAS the citizens of North Bay have had to absorb the Local Services Realignment cost increases for 2003 and 2004 and inflationary increases since 2004;

ONTARIO MUN	ONTARIO MUNICIPAL PARTN	ERSHIP FUND BASE I EVEL FLINDING AD ILISTMENT	DBASELE	VEI FIND	ING AD ILE	STRACNIT	
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		-					`   
	Community	One -Time Adjustment	Community		9	2007 Ontario	
Municipality	renvesiment Fund In 2004 Based on	Received In 2005 Passed on 2004	Fund 2004	CPI @ 3.7%	Adjusted Base	Municipal Partnership Fund	Ontano Moncepal Partnership Fund
	2002 Cosis	Costs	Costs		Feve	Announced In December 2006	Proposed Increase
	Column A	Column B	Column C =	Column D.=	Column E ≈	Column F	Сошти G =
1 Chatham-Kent, Municipality of	124 QUB OUG	47.761.000	A+B	Cx3.7%	C+D		F-E
2 Norfolk County	\$10.967.000	\$2,751,000 \$3,441,000	\$24,669,000	\$912,753	\$25,581,753	\$21,909,000	
3 Grey Co	\$2,800,000	\$1 777 000	\$42,405,000	\$495,096	\$13,904,096	\$10,967,000	
4 Haldimand County	\$6,612,000		\$8 151 000	4301 587	\$4,740,549 \$6,450,507	000'008'7*	
5 Brant County, City of	\$4,532,000		\$6,059,000	\$224 183	\$6.783.183	\$4,512,000 \$4,532,000	7 5
6 North Bay, City of	\$16,611,000		\$17,591,000	\$650,867	\$18,241,867	\$16.511.000	
/ Brantord, City of	\$11,581,000		\$12,690,000	\$469,530	\$13,159,530	\$11,581,000	
O Merkoto District	\$4,629,000	\$1,200,000	\$6,029,000	\$223,073	\$6,252,073		
40 Guelek Cik, or	\$553,000	\$1,528,000	\$2,081,000	\$76,997	\$2,157,997		
11 Figh Co	\$1,450,000	7	\$2,653,000	\$98,161	\$2,751	\$1	!
12 Prescott and Russell LICo	99,041,000		\$6,619,000	\$244,903	ľ	\$5,841,000	
13 Leeds and Granville UCo	000'070'08		\$6,268,000	\$231,916	- 1	\$5,525,000	
14 The Blue Mountains Town of	64 869 000		\$4,112,000	\$152,144	\$4,264,144	\$3,323,000	
15 Cambridge, City of	9760 000		\$2,479,000	\$91,723	\$2,570,723	\$1,683,000	
16 Sioux Lookout, Tawn of	42 500 000	\$747,000	21,507,000	\$55,759	\$1,562,759	\$760,000	\$802,759
17 Belleville, City of	\$5 401 000	4050 000	\$5,498,000	\$129,426	\$3,627,426	\$2,865,162	
18 St. Clair, Township of	\$1,629,000	000,505¢	30,070,000	\$235,690	\$6,603,690	\$5,877,035	
19 Stormont, Dundas and Glengarry UCo	\$10,172,000	\$309,000	\$2,238,000 \$10,491,000	\$83,546	\$2,341,546	\$1,629,000	
20 St. Thomas, City of	\$5,199,000	4422 000	45 631 000	4507,797	\$10,808,797	\$10,172,000	
21 Stratford, City of	\$2,298,000		\$2.811.000	\$104 DO7	\$2,628,977 \$7,915,007	\$5,199,000	
22 St. Cathaines, City of	\$2,438,000		\$2,945,000	\$108,965	\$3,053,965	\$2,438,000	\$615 DEC
24 Gradular Line City of	\$2,247,000		\$2,736,000	\$101,232	\$2,837,232	\$2.247,000	\$590 \$590
24 Steamstone, Municipality of	\$3,881,000		\$4,311,000	\$159,507	\$4,470,507	\$3,881,000	
26 Prince Edward County City of	54,555,000	\$385,000	\$4,940,000	ľ	\$5,122,780	\$4,555,000	
27 Nisasra co-ha ( aka Tama -	\$4,716,000	\$978,000	\$5,694,000	۳	\$5,904,678	\$5,356,587	\$548,091
28 Kincardina Ministrativat	\$1,498,000		\$1,971,000	\$72,927	\$2,043,927	\$1,498,000	
29 For Prior Town of	\$2,031,000		\$2,474,000	\$91,538	\$2,565,538	\$2,031,000	
30 Lenox and Addington Co	000 030		\$594,000	\$21,978	\$615,978	\$88,000	
31 Kinaslan City of	\$7.853,000	\$759,000	\$2,612,000	\$96,644	\$2,708,644	\$2,191,666	\$516,978
32 Lanark Co	\$6,559,000	\$1,693,000	\$8,252,000		\$8,557,324	\$8,058,466	\$498,
	\$2,946,000	\$359,000	\$3,305,000	1	\$3,427,285	\$2,946,000	
	\$3,602,000	\$323,000	\$3,925,000	\$145,225	\$4,070,225	\$3,602,000	
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Community	STMENT	2007 Ontario Municipal Partnership Fund Announced In December 2006	Column F	\$306.000	\$593,926	\$1,426,000	\$1,026,000				ŀ					\$2,861,000	\$58,701,182	\$823,000	\$1,391,000				000 612	\$1.715.495	\$1.194.000			MUNICIPALITIES	MUNICIPALITIES	MUNICIPALITIES
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Column Co		One -Time Adjustment Received in 2005 Based on 2004 Costs	Согити В	\$407,000	\$573,000	\$341,000	\$337,000	\$278,000	\$223,000	\$250,000	\$163,000	\$232,000	-			\$152,000	\$2,263,000	\$222,000	4100 000	\$144.000	\$181,000		\$195,000	\$190,000	\$159,000	\$154,000	\$103,000		į	
Municipality  Municipality  Municipality  Municipality  Grimsby, Town of  Gorford Co  Gorf	AS AS	Community Reinvestment Fund In 2004 Based on 2002 Costs	Column A	\$306,000	\$406,000	\$1,426,000	\$1,025,000 \$3,800,000	\$1,177,000	\$1,972,000	\$995,000	\$3,153,000	\$1,146,000	\$377,000	\$699,000	\$734,000	\$2,861,000	000,750,400	\$823.000 \$1 391 000	\$1 154 000	\$2,585,000	\$1,342,000	\$1,280,000	\$712,000	\$1,192,000	\$1,194,000	\$1,293,000	\$2,593,000			
	ONTARIO MUN	Municipality		94 Grimsby, Town of	35 Cleaniew Township of	7 Russell. Township of	18 Hearst, Town of	39 Lincoln, Town of	10 Grey Highlands, Municipality of	11 Northern Bruce Peninsula, Municipality of	42 Miagara Falls, City of	13 Central Eigin, Municipality of	Simulator, Township of	A THE Seath Bross for	7 Booksile City of	8 Greater Sudhiry City of	9 Cavan-Millbrook-North Monachan	0 Huron-Kinloss, Township of	11 West Lincoln, Township of	2 Iroquois Falls, Town of	South Glengarry, Township of	4 Dawn-Euphemia, Township of	ob McNab-Braeside, Township of	Mapleton, Township of	of Bayham, Municipality of	of Elizabethtown-Kitley, Township of	Blearly Sound, Town of			

#### CITY OF ST. THOMA

FEB 2 2 2007

#### Re: Suggestion for Talbot East Sewer Proposal Costing of Sanitary Sewer Portion

We believe the only fair and just way to proportion costs, are to evaluate the fine benefits of the project costs.

It is our understanding this line will service not only our city tax payers of approximately 30 acres of land, but also service approximately some 77 acres of the East Side Development future growth area. We understand that environmental services are proposing a Deffered Benefit Cost only to the over-sizing of the pipe diameter. We feel this to be totally unfair and strongly suggest the cost to be subsidized by all benefiting properties.

As such, if this pipe will eventually handle approximately 107 acres, 30 or so of within city limits and some 77 plus acres within Central Elgin boundaries, the cost should be as the same proportion; therefore, our suggestion for deciding benefiting cost and deffered cost should be done on total servicing ability. Not to mention or forget that pre-1996 city property taxes, or a portion of them went towards building, operating, and servicing sewers within the City limits. If this line is to handle approximately 107 acres of which 77 or so, is in County of Elgin, then County of Elgin lands will be using 65 - 70% of the pipes capacity and as such should pay 65 - 70% of costs. City properties using 30 - 35% of capacity should only pay 30 - 35% of cost

This must be considered when proportioning the costing of recoveries. If you take the \$18,500 per city property estimate times 35% of actual cost, this equals a far more fair portion of \$6,500 per city property.

WE STRONGLY OPPOSE THE \$18,500 COST PER PROPERTY ASSESSMENT CALCULATION BY THE CITY AND ARE IN FAVOUT OF THE MORE REALISTIC **FIGURE OF \$6,500.** 

SINCERELY.

THE TALBOT STREET EAST	SEWER PROJECT PROPERTY	OWNERS
NAME (PLEASE PRINT	ADDRESS	SIGNATURE
• ,		100
1 <i>GLEN CAMPBELL</i>	1231 TALBOT SE	- Carring 1999
2-TEFF LAWRENCE	1233 TAC80T ST.	A Barens
3. Eli Wiethours	1223 TALBOT SK	
4. Gord Meldrum	1217 TALLOOT ST.	Madel
5. BON ZYLSTER	1207 TALBOT ST	Marked
6. andr Sola Som	123147 ALBOFST	Blend
7. TREQUES Roy	1227 TALBOT ST.	
8. Winish Portel	1210 Talbot - 84.	MASS
9. MURRY WARD	1212 THC	alung as to
10. John BAXTIER	1213 TALBOTST-	July Dr.
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3 COMMEN

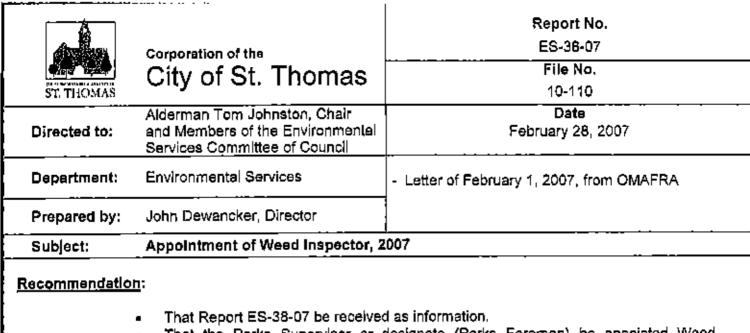
#### Supplemental Agenda Reports

#### **Environmental Services Department**

- Report ES-38-07 Appointment of Weed Inspector
- 2. Report ES-23-07 CASO / Talbot Street Bridge Rehabilitation
- 3. Report ES-34-07 Intersection Capacity Analysis
- 4. Report ES-35-07 Water and Sewer System SCADA Construction Project
- 5. Report ES-36-07 Proposal Award Lions Park Playground

#### Protective Services and Transportation Committee

- 6. Report ES-37-07 Transit Facility Improvement Options
- 7. Report ES-31-07 School Area Review Elgin Court School
- 8. Report ES-29-07 School Area Review Forest Park School
- 9. Report ES-28-07 School Area Review Wellington Street School
- 10. Report ES-27-07 School Area Review Scott Street School
- Report ES-25-07 School Area Review Edward Street School
- 12. Report ES-26-07 School Area Review Balaclava Street School
- 13. Report ES-24-07 School Area Review Locke's Public School
- 14. Report ES-30-07 School Area Review Elmdale Public School



 That the Parks Supervisor or designate (Parks Foreman) be appointed Weed Inspector for the City of St. Thomas during 2007.

#### Origin:

Attached request of February 1, 2007, by the Municipality of Agriculture, Food and Rural Affairs for the appointment of a Weed Inspector, during 2007

#### Analysis:

Consistent with past practice, the responsibility for the inspection of noxious weeds, as defined in the Weed Control Act, is being maintained by the Parks Staff. It is recommended that the Parks Supervisor or his designated (Parks Foreman) be appointed as the City's Weed Inspector during 2007.

John Dewancker, P.Eng Director
Environmental Services

Reviewed By:
Treasury Env Services Planning City Clerk HR Other

Ministry of Agriculture, Food and Rural Affairs WEED INSPECTOR APPOINTMENTS a/o Michelle Smith 1 Sione Road West (3rd Floor) Quelph, Onlarlo N1G 4Y2



ly of St. Thomas Received

FEB 0 7 2007

Crop Technology

February 1, 2007

MEMO TO:

Clerks of Counties, District and Regional Municipalities

and other Municipalities

FROM:

Mike Cowbrough, OMAPRA

SUBJECT:

APPOINTMENT OF AREA AND MUNICIPAL

WEED INSPECTORS 2007

- The Weed Control Ass includes the following sections. County/district/regional municipalities are required to appoint a weed inspector and all other municipalities may appoint a weed inspector. You are required to notify us of any new appointments in your area or municipality by April 1, 2007 to the address listed on this letterhead.
- Under Section 6 (1) of the Weed Control Act, R.S.O. 1990, Chapter W.5, councils of every county, district municipality and regional municipality shall by, by-law appoint one or more persons as area weed inspectors.
- Under Section 7 (1) the clerks of these counties, districts and regional municipalities shall report the names of all area weed inspectors before April 1, 2007.
- Under Section 8 (1) of the Weed Control Act, R.S.O. 1990, Chapter W.5, municipalities may by, by-law appoint one or more persons as municipal weed inspectors.
- Under Section 9 (1) the clerks of municipalities who have appointed municipal weed inspectors shall report the names of all municipal weed inspectors before April 1, 2007.

If your municipality is not appointing a municipal weed inspector or are making use of the services of an area weed inspector, please indicate on the attached form.

Please enter the name(s), address(es), telephone number(s), email address(es) and area served by your area weed inspector(s) on the enclosed form and return it to the address listed on this letterhead before April 1. 2007.

Lastly, I'm happy to announce that we will be holding our annual Westl Inspec Guelph. The focus of this years meeting will be invasive alien plant species and a number of excellent speakers have been lined up already. We will also review any administration issues related to the Weed Control Act, R.\$.O. 1990, Chapter W5. I encourage you to set the time aside and book early to secure your spot for this well attended meeting. More information pertaining to the 2007 conference can be

Mike Cowbrough Chief Weed Inspector J. DEWANOKER

FOR

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DIRECTION

REPORT OR COMMENT

Ifgylte Ontadophome for dinner Invitez Pontario a Votre table FROIVI MARIA KONEFA



Ministry of Agriculture, Food and Rural Affairs WEED INSPECTORS CONFERENCE c/o Michelle Smith I Stone Road West (3<sup>rd</sup> Floor) Guelph, Optario N1G 4Y2



Crop Technology

February 1, 2007

MEMO TO:

Area / Municipal / District Weed Inspectors

FROM:

Mike Cowbrough, OMAFRA

SUBJECT:

WEED INSPECTOR'S CONFERENCE 2007

Thursday, April 12, 2007 at Victoria Park East Golf Club (map available)

The 2007 Weed Inspector's Conference for area, municipal and district weed inspectors from Ontario will be held at Victoria Park East Golf Club starting at 9:30 a.m. on Thursday, April 12, 2007.

We have space for only 150 weed inspectors and we usually have a full house so register early.

ONLY PRE-PAID REGISTRATIONS WILL BE ACCEPTED, ON A FIRST COME FIRST SERVED BASIS.

#### AGENDA ITEMS FOR THE 2007 CONFERENCE

A finalized agends will be sent out in the near future. Many of you have requested that the following topics be addressed:

- Invasive Plant Species What is our role?
- Preparing for hearings under the Weed Control Act.
- Are organic farms treated differently under the Weed Control Act?
- How to dispose safely of noxious weeds (i.e. Purple Loosestrife).

As well we have invited speakers to address the most current issues facing weed management enforcement. If anyone has any issues or topics that they wish to be included in the program, please communicate those to me directly by email at: mike.cowbrough@onterio.ca.

#### PREREGISTRATION for 2007 WEED INSPECTOR'S CONFERENCE

We are requesting that you send the registration form enclosed along with a cheque made payable to "The University of Guelph" in the amount of \$60.00 per person attending, to cover the cost of the conference and a luncheon. (The University is providing our "contract education" financial management for workshops) Please return the form and your cheque by April 2, 2007 to: Michelle Smith, OMAFRA, 1 Stone Road West, 3<sup>rd</sup> Floor S. E., Guelph, Ontario, N1G 4Y2. Please include your email address for updates and future developments. A form can also be faxed upon request for making credit card payments. Michelle can also be contacted by phoning (\$19)-826-3318.

Thank you for your co-operation. The annual Weed Inspector's Conferences are one of the main ways for weed inspectors to learn more about enforcing the Weed Control Act. I look forward to seeing you at this year's conference.

Mike Cowbrough, Chief Weed Inspector



Invite Ontario home for dinner Invitez l'Ontario à votre table



#### PART 1 - APPOINTMENT OF AREA WEED INSPECTOR(S) - 2007

Regional Municipality, District or County of:	
1. Name of Area Weed Inspector	PLEASE PRINT
411	
Address	<del></del>
Émail:	Phone:
Section of Municipality served	<del></del>
PART 2 - APPOINTMENT OF M	UNICIPAL WEED INSPECTOR(S) - 2007
Name of municipality (indicate whether city, town, town.	ship, etc.):
CITY OF ST. T.	HOMAS
Located in findicate if Regional Municipality, County, I	
COUNTY OF ELGIN	1
COUNTY OF ELGIN	<del></del>
1. Name of Municipal Weed Inspector R 055	TUCKER
	PLEASE PRINT
Address	
Emails rtucker NCHY, ST- 12000	15.0n.ca Phone: 519-631-9990
Section of Municipality servedS7	
2. Name of Municipal Weed Inspector C	ATHERINE SPRATLEY
	PLEASE PRINT
Address	
Enail CSpratley(UC)ty, St-The	mas, on- ca Phone: 519-631-9990
Section of Municipality served 5T.	THOMAS
NOTE: If more than two Weed Inspectors, pleas	e list on separare page.
PART 3 – CLERK'S INFORMATI	ON
The municipality of	in the (county, region)
WIU 1701 be appointing a municipal weed inspector for Municipality, District or County.	2007 and using the services of the area weed inspector for the Regional
CLIPA WENDELL GRAVES	Address 545 TALBOT STREET P.O. BOX 520 ST. THOMAS, ONTARIO NSP 3V 7
Date: FEBRUARY 8, 2006	ST. THOMAS, ONTARIO NSP 3V7
PLEASE RETURN <u>Before March 31, 2007</u> TO:	Michelle Smith, 1 Stone Road West, 3rd Floor S.W.GUELPH, Ontario NIG 4Y2 Fax: 519-826-3318



# City of St. Thomas

Report No. ES23-07

File No.

08-347

Directed to:

Alderman Tom Johnston, Chalrman Environmental Services Committee of Council

Date March 5, 2007

Department:

Environmental Services

Attachment

Prepared By:

Ivar Andersen, Manager of Operations and Compliance

Subject:

CASO/Talbot Street Bridge Rehabilitation - Tender Award

## Recommendation:

- 1. Report ES23-07 be received for Information.
- 2. That the tender submitted by Theo Vandenberk Construction Inc., for the CASO/Talbot Street Bridge Rehabilitation in the total amount of \$476,498.20, including GST, be accepted.
- That a by-law be passed authorizing the City Clerk and Mayor to execute the contract.

#### Origin:

In April of 2006, Council approved an allocation of \$600,000 from the Provincial Move Ontario Roads and Bridges funding to undertake the CASO/Talbot Street Bridge Rehabilitation project. Subsequently, Earth Tech Canada Inc. was retained to complete the design of the project as well as the contract administration during construction. Tenders were advertised for the project in January, 2007,

#### Analysis:

Tenders for the project closed on February 13, 2007. Five bidders responded as follows:

Number	Bidder	Tender including GST
1	Theo Vandenberk Construction Inc.	\$476,498.20 (corrected)
2	Jarlian Construction Inc.	\$530,188.68
_ 3	Concrete USL Ltd.	\$549,872.88
4	Weathertech Restoration Inc.	\$552,343.74
5	Facca Incorporated	\$671,210.02

All tenders were checked by Environmental Services Department, Treasury Department and Earth Tech. Two minor mathematical errors were found in the tender submitted by the low bidder, Theo Vandenberk Construction Inc., however, these were automatically corrected in accordance with the tender documents. The tenders include a contingency allowance of \$30,000.

#### Financial Considerations:

Following is a listing of the estimated expenditures to complete this project along with the source of funding:

Expenditures (excluding GST)

Engineering (design & contract admin.) \$75,200.00 Construction \$449,526.60

Total Expanditures \$524,726.60

Funding

Move Ontario Allocation \$600,000.00

Remainder for Future Projects \$75,273.40

Respectfully Submitted,

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

Environmental Services



# City of St. Thomas

Report No. ES34-07

File No. 06-07-085

Alderman Tom Johnston, Chair and Members of the Directed to:

Environmental Services Committee of Council

Date March 5, 2007

Department: **Environmental Services Department**  Attachment

Dave White - Supervisor of Roads and Transportation Prepared By:

Subject:

Intersection Capacity Analysis and Ten Year Capital Improvement Plan Existing Conditions Interim Report by Delcan Consulting Engineers

First Avenue & Edward Street and Edward Street and Burwell Road Intersections

#### Recommendation:

THAT: Report No. ES34-07 be received for information; and,

THAT: Council endorse the implementation of a consistent clearance interval policy at all signalized intersections in St. Thomas to increase traffic safety, overall consistency and level of service within the proposed 2007 operating budget; and,

THAT: Council endorse the removal of unwarranted advance green phases included in Exhibit 1 of this report, to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: Council endorse the implementation of traffic signal timing improvements as identified in Exhibit 2 of this report to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: That the projects identified as immediate Capital Improvement Requirements, identified in Exhibit 3 of this report and related to traffic signal infrastructure improvements be included as high priority items in the 2007 Part 2 Capital Budget submission.

#### Origin

At the meeting of April 10, 2006 Council carried the following two motions:

- A motion to review the traffic movement and the Intersection of First Avenue and Edward Street.
- A motion to review the traffic movements at the intersection Edward Street and Burwell Road.

Also, at its meeting of October 22, 2006 Council carried the following:

THAT: Report No. ES105-06 be received for information; and further,

THAT: Council accept the proposal submission of Delcan Corporation in the amount of \$59,448.40 including taxes to complete an Intersection Capacity Analysis and 10-year Capital Improvement Plan proposal; and further,

THAT: Council approve the required upgrade of one existing desktop computer at a maximum cost of \$2,000.00 so that the Synchro traffic modelling software can be installed and operated by the Transportation Technician; and further,

THAT: The source of funding is the 2006 capital budget, part 1, as approved by City Council; and further,

THAT: A bylaw be prepared to authorize this tender award, and further,

THAT: The findings of the ten-year capital intersection improvement plan be considered during the 2007 Capital budget submission to Council.

The overall intent of this infrastructure review was to identify the current traffic signal operational needs and establish a prioritized ten-year capital improvement plan to address the long-term capital needs.

## Analysis

We have received an Interim report from Delcan - Phase 1 Existing Conditions. The overall condition of the existing infrastructure (traffic signal plant, poles & pole bases) is considered the #1 top priority as a result of the likely operational fallure of the existing traffic signal infrastructure.

This report provides Council with a summary of the Current Roads and Transportation Projects and the recommendations included in the Interim Delcan Phase 1 – Existing Conditions Report on the Intersection Capacity Analysis and Ten Year Capital Improvement Plan. The final report from Delcan will additionally provide a 10 Capital improvement plan proposal for future conditions, which will include additional infrastructure needs and a summary of any geometric improvement requirements (additional signalized turning lanes etc.) as well as possible alternative solutions to road intersection designs including round abouts.

The current operating budget for Traffic Signal Maintenance covers routine maintenance and replacement of a limited number of the traffic signal infrastructure components and the required hydro costs to operate the signals. The recommended infrastructure items in this report highlight the fact that the operating and capital budgets have not kept pace with the lifecycle infrastructure requirements.

The overall successful operation of traffic signal installations is measured in terms of OVERALL DELAY to the intersection. An acceptable overall delay is a relative term, for example where a City such as Toronto may have limited choice, and accept an overall level of service of C or D as a result of their higher overall traffic volumes. It is suggested that a City such as St. Thomas has the expectation that only a level of service A or B as acceptable. The best traffic engineering practice in the industry fundamentally states that reducing the overall delay to the intersection creates a higher level of service to all users of the system.

#### Current Roads and Transportation Capital Projects

For the Information and clarity, there are a couple of current capital programs being coordinated by Roads and Transportation staff in 2006/2007 that may overlap with the initiatives being recommended in this report.

The first program includes the replacement of some aging/obsolete Traffic Signal Controllers. Project 06-08-345 was approved in Part 2 2006 Capital for a total amount of \$100,000. This will replace approximately seven of the required fifteen aging / obsolete controllers. Three controllers are currently on order to be installed at Talbot/Elgin, Talbot/Ross and Talbot/Hiawatha Intersections in 2007 (Ideally in conjunction with the Immediate needs listed below). There is enough funding in this 2006 capital item (total of 7 controllers for \$100,000.) to order an additional four controllers that will be installed at Edward/Burwell, Talbot/George, Weilington/Elgin and Weilington/Fifth and as soon as possible.

Additional funding of approximately \$112,000 will be required to replace the remaining eight aging / obsolete traffic signal controllers at Wellington/Highview, Weitington/Ross, Kains/Alma, Fairview/Chestnut, First/Chestnut, First/South Edgeware, Burwell/South Edgeware and Elm/east of Pinafore Park that will be recommended for consideration in the 2008 Capital budget discussions.

The second program includes the replacement of all incandescent traffic signals and pedestrian signal heads in the system with L.E.D. technology. Project 06-08-341 was approved in Part 2 2006 Capital for a total equipment and installation amount of \$200,000. Council has approved the equipment requirements and the supply tender was awarded for \$129,393.58. The installation component has been tendered and will close March 9th and following Council approval it is expected that all incandescent traffic signal and pedestrian signal heads will be replaced by the end of June of 2007 with the remaining capital funding (total of \$200,000).

#### <u>Delcan Phase 1 – Existing Conditions Interim Report Recommendations</u>

All (34) existing full traffic signal installations were analyzed using Synchro Studio 7 analysis software, which will be installed as a deliverable on Roads and Transportation Staff computers. Roads and Transportation staff will then have the ability to maintain on an ongoing basis the traffic signal system using the Synchro Studio 7 software.

There were (12) unsignalized intersections that were analyzed using Synchro Studio 7 analysis software. It was determined through the process that none of the (12) intersections are justified for additional traffic control devices such as All-Way Stop or Traffic Signal Operation.

The Conclusions and Recommendations (operational) along with the Immediate Capital Improvement Requirements (infrastructure) within the Delcan Phase 1 Report total an estimated \$757,000.00 and will have to be confirmed through the tendering process. It is suggested that these items are Priority 1 as they have the likelihood of operational failure of the traffic signal infrastructure. Please note that the five controllers identified in the list are already included in the Current Roads and Transportation controller replacement program (as detailed above), therefore the costs have been reduced to the \$700,000.00 estimate.

# Recommendations for immediate Operational Improvements (Target Completion December 31, 2007)

- The implementation of a consistent clearance interval policy at all signalized intersections in St.
   Thomas to increase traffic safety, overall consistency and level of service within the proposed 2007 operating budget,
- The removal of unwarranted advance green phases (included in Exhibit 1 etteched) to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget,
- The implementation of traffic signal timing improvements (identified in Exhibit 2 attached) to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget,

# Recommendation for immediate infrastructure improvements (Target Completion Spring/Summer 2008):

The implementation of the Immediate Capital Improvement Requirements (identified in Exhibit 3 attached) to address the likely operational failure of the traffic signal infrastructure be submitted as high priority items for funding approval in part two of the 2007 Capital Budget at an estimated cost of \$700,000.

#### Financial Considerations

The recommendations within this report are presented for budget submission as part of the 2007 Part 2 Capital Budget at an estimated cost of \$700,000.00.

#### Alternatives

Respectfully,

- Approve the funding in the 2007 Capital Budget and move forward with the deficiencies with total completion in 2008.
- Split the work and required funding over the 2007 and 2008 Capital Budgets with completion in 2009.

	Jal Heman	<b>为</b> .				
Ļ	Dave White, C. Tech - Sup Environmental Services	ervisor of Roads ar	nd Transport	atlon		
	Reviewed By;	Env Services	Planning	City Clerk	HR	Other

## Exhibit 1

The list of unwarranted advance green phases to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget.

- Talbot St and Elgin removal of the westbound advanced green.
- 2. Talbot St and Manitoba removal of the westbound advanced green.
- 3. Talbot St and Catharine removal of the southbound advanced green.
- 4. Wellington St and Fairview removal of the eastbound advanced green.
- 5. Edward and Burwell Road removal of the northbound left turn phase.
- 6. Talbot St and WalMart Removal of the westbound left turn phase.
- 7. <u>First Ave and Redan</u> Removal of the northbound and eastbound left turn phases.

# Exhibit 2

Traffic signal timing improvements to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget.

# Existing Delay/Timing

# **Optimized Delay/Timing**

<u> </u>	····	AMPEA	K HOUR	PM PEA	HOUR
Intersection	Cycle Length (e4c.)	Libral si Service	Delay/	Level of Service	Deby/ viet
			feec.)		(498.)
1. Elm and Fairy W	70	- B	14,1	Ĥ	15.4
2. Om and First Ave.	104	8	19.6	2.70	
3, Elm and Wilson	76	9	10.9	В	11,7
4. Telbot and Burwell	74	9	15.8	В	17.9
5. Talbot and Elgin	80	A	9.6	В	10.4
6. Talbot and First Ave	94		12.6	F. V. M	
7. Talbot and Hiawatha	70_		7.3	A	9.1
6, Talbot and Mankoba	76	A	2.0	A	6.2
9. Telbot and Manor	87	A	7.4	A	8,2
10. Talbot and Ross	BQ	₿	12,4	B	15.8
1.1. Talbot and St. Catherines	72	B	14,3	В	17.6
12. Talbot and St. George	7.0	В	11.4	-8	13.9
13, Sunset and Elm	66	В	11,7	. 8	13,9
14. Wellmoton and Elgin	70	В	15 B	8	17-7
15, Waltington and Fairy lew	192	1.70	1356	. We .!	
16. We ington and fifth	80	L A	9.7.		11.4
17, Wallington and First	64	B	12.0	, :: /i	3,44,69.0
18. Wellington and Highview	70	_ A	4.5	_ A	6,3
19. Wellington & Ross	70	(8	13.2	<u>B</u>	14.0
20, First & Edward	64	) A :	7.1	θ	_17,5_
21, Kains & A ma	70	B	16,7		
22. Fairday & Chestnut	70	) β	12.1	B	13.0
23. Edward & Burwell	70	) (3	15,0	274	2.00(0)(5)
24, First & Chestnut	20	À	8,4	Α .	B,Q
25, First & South Edgeware	70	A	7,7	B	11.9
36. Burwell 6, S. Edgeware	70	В	12,6		10,5
27. Suntet and Wellington	73	8	.14.9	8	16,4
28, Sunset and Fingal Line	54	A	7.5	A	8,7
29. Highbury & Ron McNell Ln	63	H.	17999	8	16.6
30, Highbury B. S. Edgaware	65_	A	9.9	A	9,9
31. Talbot and Walmart	07	. B	11,3	0.72 (7)	
32. Talbot and Woodworth	78	A	3,4	A	9,2
33. Firet and Redan	90	A	6.	92K ()	(32,000
34. Sunset & Show Valley Dr	71	A	7.1		4,6
35, Elm and Pinefore Pk.					

	Т	AM PEA	K HÖLİR	PM PEA	N NOUR
Intersection	Cycle	धलांची	pelsy/	Level of	Daley/
	Length	Service	wh	Salvice	444
4 = 4 = -1 = -1	inc.		(BBS.)	<del>-</del>	1165
3. Elm and Fallylett	<u> </u>	B	13.9		-139-
2. Eyn and Find Aye.	90	β	18,5		16.1
3. Elm and Wilson	70	A	9.4	- A -	9.9
4. Talbot and Burvell	· 60	8	15.6	B	17.2
S. Talbot and Elgin	80	A	8,3	A	9,5
6, Talbot and First Ave	05	8	15,6	C 2750	
7. Taibot and Hiawatha	ĸ	l A.	9.2	B _	12.3
8. Taibot and Mantoba	70	A	5.3	A	5.9
9. Talbot and Manor	70	A	7.9	A	8.4
LD, Talbot and Ross	ÐΦ	В	11.1	A	14.3
11. Talbot and St. Catherines	70	B	10,5	8	11.9
12. Talbot and St. George	70	В	10.P	e	16,7
13. Sunset and Elm	70	В	1D.B	6	13.0
14. Wellington and Elgin	70	Ð	16.3	6	_17,2
15. Wellington and Fairney	90	В	13.7	8	14.P
16. Wellington and Fifth	80	В	_10,0		11.9
17. Wellington and First	70	В В	11.0	В	18,4
18. Wellington and Highview	60	A	4.9	À	6,0
19. Wellington & Ross	60	_8_	12,5	В	14.2
20. First & Edward	60	A	7.5	В	12.8
21. Kains & Alma	55	B	10.4	B.	12.1
12, Falrview & Chestnut	70	<u>B</u>	11.1	В	11,2
23, Edward & Burwell	60	B	10.0	В	14,9
24, First & Chestout	70	Ă	B.6	Ā	8,0
25, First & South Edgeware	70	Ä.	9,3	B	13.7
26, Burwell & S, Ecoaware	70	B	12.8	В.	17.0
27. Sunset and Wellington	70	- <u>B</u> -	14.5	B	17.2
28. Sunset and Fingal Line	60	Ā	B.B	Ā	9.6
29, Highbury & Roo McMeil Ln	75	B	16,9	В	14,3
30, Highbury & S. Edgeware	65	A	8.4	Ā	9.4
33, Talbot and Walmart	85	Â	7.4	B	15.2
32. Talbot and Wondworth	85	Â	3.1	Ā	9.8
33. First and Redan	05	Â	6,5	Î	18.2
a aver i i pe a tru regulari.	1 2		917		74.5
34. Sunset & Shaw Valley Dr	70	A	7.3	A	4.7

## Exhibit 3

The implementation of the Immediate Capital Improvement Requirements to address the likely operational failure of the traffic signal infrastructure at an estimated cost of \$700,000.00\*\*\* be approved as part of the 2007 Part 2 Capital Budget.

\*\*\*Please note that the five controllers identified in the chart below, are already included in the Current Roads and Transportation controller replacement program. Therefore, the costs have been removed to arrive at the estimate above.

Intersection	Improvement Requirements	Estimated Capital Cost (\$2007)
3) Elm St @ Wilson Ave	<ul> <li>Add pedestrian pole on 6W corner or move crosswalk and existing pedestrian heads for better allonment.</li> </ul>	• \$3,500
S) Talbot St 🍪 Eigin St	<ul> <li>Replace Existing Controller.</li> <li>Complete rebuild of traffic signal plant.</li> <li>Implement Semi-actuated stonal operations.</li> </ul>	• \$135,000
7) Taibot St 🛭 Hlawatha St	Replace Existing Controller.     Complete rebuild of traffic signal plant.	• \$135,000
B) Talbot St @ Menitoba St	Controller – okay.     Complete rebuild of traific signal plant.	• \$120,000
9) Telbat St & Menor Rd	Controller - okay,     Add auxiliary head eastbound.	\$2,000
10) Talbot St & Rose St	<ul> <li>Replace Existing Controller.</li> <li>Complete rebuild of troffic signal plans.</li> <li>Extend left turn lanes on Talbot St through a reduction in on-street parking</li> </ul>	• \$137,500
11) Talbot St & St Catherines	Controller - eksy. Complete rebuild of traffic signal plant. Implement Semi-actuated signal operations.	• \$120,00 <del>0</del>
12) Talbot St 👽 St George St	Replace Existing Controller. Complete rebuild of traffic signal plant. Implement Semi-actuated signal operations.	• \$135,000
13) Sunset Or 🥝 Elm St	Add pedestrian pole.	• \$3.500
22) Fairview Ave @ Chestnut St	Add pedestrian pole.	\$3,500
23) Edward St 🕸 Burwell Rd	Replace Existing Controller.     Provided underground is intact, rebuild above ground plant and re-wire intersection.	• \$16,000 • \$70,000
24) First Ave ② Chestnut St	Add pedestrian pole.     Replace signal mest arms as noted (2).	• 3,500 • 3,005
30) Highbury Ave @ South Edgeware Or	Change signal mast arms as noted.	• \$4,500
TOTAL		• \$757,000 <u></u>



# City of St. Thomas

Report No. ES35-07

FIIe No. 06-107-00

Directed to:

Chairman Tom Johnston and Members of the

Date

**Environmental Services Committee** 

February 27, 2007

Department:

Environmental Services

Attachment

Prepared By:

John Walker, Compliance Coordinator

Appendix "A"

Subject:

Water and Sewer System SCADA Construction Project

SCADA Tender Analysis

#### Recommendation:

It is recommended that:

1. Council receive Report ES35-07 for information.

2. The tender submitted by Summa Engineering Inc. for the St. Thomas Portion of the Water & Sewer SCADA Construction Project in the total amount of \$565,788 be accepted noting that there has been some reductions in the scope of work.

3. Insyght Systems Inc. be retained for Contract Administration and to design the Wide Area

Network (WAN) at a cost of \$75,000.

4. A total of \$120,000 of funding for this project be retained for the Wide Area Network construction concurrent with the SCADA construction project.

5. A by-law be passed authorizing the Mayor and the City Clerk to execute the contract.

#### Origin:

The Elgin Area Primary Water Supply System Joint Board of Management has approved the replacement of their existing SCADA network. This network, which has been in place since the early 1990's has reached the end of its serviceable life and is scheduled for a rebuild. The communications network in place for the system is also quite intermingled between various owners and operating authorities as a result of the provincial transfer of those assets during 2001, and is ready for modem technological input.

As of February 14 2007, the Elgin and Lake Huron Primary Water Supply Systems accepted a bld of \$6,548,680 from Summa Engineering Inc. It was the lowest of three pre-qualified bids to construct this massive project. The cost was then broken down and separated out for each member municipality participating in the construction project to analyse.

#### <u>Analyels:</u>

The initial budget estimate for this project was developed early last year (Appendix "A"). After the estimate was put forward and submitted for funding approval, new Provincial Confined Space Regulations were brought into effect and had a significant impacting on the initial estimate. As a result the project cost escalated and the Scope of Work had to be reduced. By postponing the construction of two water monitoring stations, the installation of one (not yet constructed) sewage pumping station's monitoring equipment and reducing the allotted contingency funding on the project, the budget was able to be met (see Appendix "A")

The Wide Area Network (WAN) is the communication network that still needs to be constructed. It is what will link all the sites together and enable them to communicate with a central monitoring station. It will possibly be constructed by using internet protocols such as DSL, fibre optic cables and possibly wireless signals. There will be a separate RFP issued this year for the WAN construction by the contract administrator and will be the subject of a separate future report recommending a contractor.

#### Financial Considerations:

Following is a listing of the estimated expenditures for the construction of the SCADA system, design and construction of the WAN as well as contract administration costs and the recommended sources of funding:

9'		EXPENDITURES	TOTALS	<b>FUNDING</b>	TOTALS
St. Thomas Sewers	2006 2007	\$39,000 \$384,995	\$423,995	\$100,000 \$324,000	\$424,000
St. Thomas Water	200 <del>6</del> 2007	\$12,000 \$63,855	\$95,866	\$12,000 \$100,000	\$112,000
Secondary Water System	2008 2007	\$33,640 \$266,798	<u>\$302,438</u>	\$33,840 \$281,000	<u>\$314,640</u>
		TOTALS	S622,288		\$850,840

SCOPE OF WORK REDUCED BY:

<u>Şewers</u>

Shaw Valley PS

\$15,195

Contingency

\$12,000

\$27, 198

<u>Secondary Water System</u> Wellington Rd, PRV Monitoring Station

\$28,580

Southwold Main Connection

Monitoring Station

\$26,770

\$55,350

**TOTAL REDUCTION** 

\$62,545

Funding for the St. Thomas Secondary Water Supply System's portion of the project is included in these figures for information purposes only as The Corporation of The City of St. Thomas acts on behalf of the Board of Management for that water supply system as the administering body, however a separate report will go before that board to approve its specific funding.

Respectfully Submitted,

Jand Walker, CD, B. Sc., Compliance Coordinator

Environmental Services

Reviewed By: HR Other Planning City Clerk Env Services )



## MEMORANDUM

TO:

John Walker, St. Thomas

CC:

Ivar Anderson, St. Thomas

Tim McKenna, Joint Board

FROM:

Mark Robertson

DATE:

February 27, 2007

REFERENCE:

SCADA Tender Analysis

St. Thomas Water & Sewage SCADA System Upgrades

The SCADA construction tender closed on Feb 14/07 and all three prequalified companies submitted responses. The following provides our review of the submissions.

The St. Thomas portion of the tender breakdown is attached. Refer to Attachment 1. The tender price was substantially higher- 43%, than the estimate for the St. Thomas portion. The cost for the central SCADA components reasonably matches the estimate. The primary difference is that the estimated cost for each remote site was \$10,000-\$14,000. Summa's tender breakdown indicates that cost per site closer to \$20,000. From our discussions with Summa, the primary difference is the cost to complete the field work in confined spaces, and outdoors. One of the main factors is the increased overhead costs related to working in confined spaces. The estimate was based on having one or two electricians working at each site. With the fairly new regulations, Summa requires three people to be on site at all times when one worker is within a confined space.

Although this unit rate is substantially higher than the tender prices for similar work, we understand that the tender price reflects current market conditions. We also believe that the cost would be higher for the City to undertake this work separately, under a smaller SCADA contract.

In order to reduce the total cost closer to the estimate, we recommend deleting the Southwold and Wellington water sites and the Shaw Valley SFS scope of work. We also recommend slightly reducing the contingency by \$12,000, as the scope is more defined now. This would reduce the total cost by approximately \$86,777.70, such that the new total cost would be \$599,735 including GST.

Attachment 2 Indicated the original cost estimate at the design phase. Attachment 3 provides the same breakdown, using the costs provided by Summa. Attachment 4 Indicates the updated project costs, reflecting the changes in scope described above. In summary, we recommend that the City, acting on behalf of the Secondary Water Board as well as the City, enter into an agreement with the Regional Water Supply Joint Board for \$599,735, including GST.

We also request that the City expand our scope to include the WAN design and contract administration, for 575,000, as per the breakdown table.

We also recommend retaining the budget amount of \$120,000 (ex GST) for the new SCADA WAN capital cost,

We trust that we have addressed the issues. Please feel free to contact us at your convenience should further details be required.

M\_NC\_St Triomas SCADA tender review Pinst

inayght Systems inc.

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#### Attachment 1- Lake Huron and Eigin Area SCADA Upgrades Tender Breakdown Analysis

	Tender Price	Budgetad Price	Difference
Part III- Eigin Middlesex Pump Station SCADA System Upgrades			
17. Tender Price for related Pump Stallon Work	\$330,280.00	\$326,000,00	\$4,280.00
18. Tender Price for related East Chamber Work	\$23,380.00	\$10,000.00	\$13,380.00
19, Provisional Allowance for computer hardware and operating software.	\$12,000,00	\$12,000.00	
Subtotel without Contingency	\$385,660.00	\$348,000,00	\$17,660.00
Contingency Allowence within Contract	\$20,000.00	\$0.00	\$20,000,00
Subtotal excluding GST	\$385,660.00	\$348,000.00	\$37,680,00
GST Allowance	\$23,139.60	\$20,880.00	\$2,259.80
级。 1985年,1985年,1985年,1985年,1985年,1985年,1985年,1985年,1985年,1987年,1987年,1987年,1987年	<b>花公文区第9408/299/80</b> 第	\$368,860.00	\$39,919,60
Part IV- St. Thomas SCADA System Upgrades			
20. Tender Price for related WPCP Central SCADA Hardware and Software	5101,810.00	\$85,000.00	\$8,610,00
21. Tender Price for related Allen Robert BPS Work	\$3,726,00	\$6,000,00	-\$2,276.00
22. Tander Price for related Ford Tower Work	\$13,735,00	\$13,000.00	\$735.00
23. Tender Price for related Ford Meter Chamber scope of Work	\$13,785.00	\$13,000,00[	\$785.00
24. Tender Price for related West Meter Chamber scope of Work	\$18,240.00	\$13,000.00	\$3,240,00
25. Tender Price for related Southwold acops of Work (outdoor)	\$26,770,00	\$13,000,00	\$13,770.00
28. Tender Price for related Wellington PRV scope of Work (outdoor)	\$28,580.00	\$14,000.00	\$14,680,00
27. Tender Price for related Axford SPS scope of Work	\$16,655.00	\$10,000.00	\$8,655.00
28. Tender Price for related Confederation SPS scope of Work	\$16,645,00	\$10,000.00	\$8,845.0 <b>0</b>
29, Tender Price for related Crescent SPS acope of Work (outdoor)	\$19,100.00	\$10,000.00,	\$9,190,00
3D. Tender Price for related Delewood SPS scope of Work (outdoor)	\$20,890.00	_ \$10,000.00	\$10,680,00
31. Tender Price for related Harper SPS scope of Work (outdoor)	\$20,695,00	\$10,000,00	\$10,695.00
32. Tender Price for related Lyhurst SPS scope of Work	\$18,145.00	\$10,000.00	\$8,148,00
33. Tender Price for related Parkside SPS scope of Work (outdoor)	\$20,700.00	\$10,000.00	\$10,700,00
34. Tandar Price for related SL George SPS scope of Work (outdoor)	\$20,690,00	\$10,000,00	\$10,690.00
35. Tender Price for related Sunset SPS scope of Work (outdoor)	\$20,890.00	\$10,000.00	\$10,690.00
38, Tender Price for related Wolfe SPS ecope of Work (outdoor)	\$20,690,00	\$10,000.00	\$10,690,00
37. Tender Price for related Woodland SPS scope of Work (outdoor)	\$20,590.00	\$10,000.00	\$10,690.00
38, Tender Price for related Woodworth SPS scope of Work (outdoors)	\$22,515,00	\$10,000,00	\$12,515.00
39. Tender Price for related Shew Valley SPS scope of Work	\$16,196.00	\$10,000.00	\$5,195.00
40. Provisional Allowance for computer hardware and operating software.	\$35,000.00	\$35,000.00	\$0,00
Subtolal without Contingency	\$492,635,00	\$332,000,00	\$180,635,00
Contingency Allowance within Contract	\$40,000.00	\$40,000.00	\$0.00
Subtotal excluding GST	\$532,635.00	\$372,000.00	\$160,636.00
GST Allowance	\$31,958.10	\$22,320.00	\$9,839.10
ASSESSED AND AND AND AND AND AND AND AND AND AN		% ×1. *√3\$394;320:00	\$170,273(10

Project Coat Breakdown by Owner

Eigin Area Primary	Water Supply System 1	WTP and Remote Site SCADA
--------------------	-----------------------	---------------------------

System	Upgrades
Wister D	land Damel

Water Plant and Remote Sites EMPS Portion (20%) \$1,783,243.30 \$81,759.92 Elgin Area Total \$1,865,003.22

\$122,839.88 City of London, for EMPS Portion (30%)

St. Thomas SCADA System Upgrades

\$564,593.10 St. Thomas Part IV tender breakdown Items EMPS Portlan (30%) \$122,639,68 St.Yhomae Total \$687,232.98

APAM SCADA System Upgrades \$437,011,50 APAM Pert V tender breakdown Items \$81,759.92 \$518,771.42 EMPS Portion (20%) **APAM Total** 

# SCADA System Upgrade Tender Update 1

[tem	Cost	STSWSS Pertion	St. Thomas Water Portion	St Thomse Sewer Portion
SCADA Detailed Design		·····		
Preparing tender peckage		j l		
Updated construction cost estimate		!		
- Tender process support				
SCADA Detailed Design Engineering Fees	\$61,500	\$22,500	\$8,000	\$30,000
SCADA WAN Detailed Design				
- Preparing lender package				
Updated construction cost estimate				
- Tender process support				
- Recommend service provider			** ***	24.02
SCADA WAN Detailed Design Engineering Feed	\$15,000	\$5,000	\$5,000	\$5,000
SCADA Construction		! 1		
SCADA Contral (at Wastewater Treatment Plant)				
New 2 SCADA Servers and 2 portable SCADA maintenance computers (hardware		i		
and software only)	\$136,810			
New LAN switch and configuration	ı	]		
SCADA Server, SCADA workstation, and SQL programming (assuming 450 field		l i		
I/O) Subtotal	\$136,610	\$70,000	518,610	\$50,000
Eigin-Middleser Pump Station & East Valve Chamber	0.00,0.0	1 7.0,==0	,	•,
Replace some field wiring, remove abandoned wiring, new LAN conduit and fibre				
optic cables		J		
New PLC organized by SL Thomas ownership	E445 App	1		
Controller programming Subjectal	5115,698 \$115,898	5115,699		
Albert Roberts Booster Station	3113,500	2110,000		
New network hardware		·		
Controller programming revisions	\$3,725			
Şubtolal	S3,725		\$3,725	
STWSS Remote Water Sites (Ford Tower, Ford Meter Chamber)				
New PLC, panel, I/O wiring, network hardware, and communications cables Power and communication to Taibotville, Wellington				
New PLC programming	\$27,520	i		
Subtolat	\$27,520	İ	\$27,520	
St Thomas Remote Water Sites (West Chamber, Wellington, Southdale)				
New PLC, panel, I/O wiring, network herdware, and communications cables				
Power and communication to Talbotville, Wellington New PLC programming	\$71,590			
Clear FLC programming Subtotals	\$71,590	\$71,690		
Sewage Pump Stations (13)	• • • •			
New PLC, panel, I/O wiring, network hardware, and communications cables	\$260,190	]		
New PLC programming	toes (es	,		\$0E0.400
Subtotal Total without Contingency	\$250,160 \$608,333	\$257,288	\$47,855	\$253,190 \$303,190
Contingency Allowance	\$40,00p	\$18,000	\$4,000	\$18,000
SCADA Construction Cost Estimate	5648,333	\$275,288	\$51,865	\$321,190
(SCADA Construction Cost Estimate Inc GST)	\$687,233	\$291,805	\$54,966	\$340,461
SCADA WAN Construction				
WAN panels and networking hardware at 8 water, 13 sewage sites, WPCP, plus				
the Works Yard and City Hall SCADA WAN Construction Cost Estimate	5420.000	\$30,000	\$20,000	\$70,000
SCADA WAN CONSUMERION COST Estimate	\$120,000	230,000	520,000	ar u <sub>l</sub> uuu
SCADA Contract Administration				
Engineering fees and expenses				
SCADA Contract Adminstration Fees	\$60,000	\$25,000	\$10,000	\$25,000
	Ť	!		
,	****	00d7 7nn	986 NA	6464.400
Total SCADA Upgrade Project Cost Excluding GST GST Allowance	\$904,833 \$54,290	\$357,788 \$21,467	\$95,855 \$5,761	\$451,190 \$27,071
Total (netuding GST	\$959,123	\$379,25S	\$101,608	\$478,261

Tender Updato v1

inayght Systems Inc.

## St. I nomas SCADA System Upgrade Cost Estimate at Design Phase

[			St Thomas	St Thomas
	Cost	STOWSS Portion	Water Portion	Sewer Portion
SCADA Detailed Design		1		
- Preparing tender package	1			
- Updated construction cost estimate	,			
- Tender process support	l		ļ	
SCADA Detailed Design Engineering Fee:	s \$81,500	\$22,500	\$9,000	\$30,000
SCADA WAN Detailed Design				
- Preparing tender package	i			
- Updated construction cost estimate		1		
- Tender process support		1 1		
- Recommend service provider SCADA WAN Detailed Design Engineering Feet	\$15,000	65,000	55.000	
SOVOV ANY DRIGHER DESIGN ELIGINEETING LEE	\$15,000	\$5,000	\$5,000	\$5,000
SCADA Construction		1 !		ĺ
SCADA Central (at Wastewater Treatment Plant)		J 1		
New 2 SCADA Servers and 2 portable SCADA mainlenance computers (hardware				
and software only) New LAN switch and configuration	\$100,000			Į
SCADA Server, SCADA workstation, and SQL programming (assuming 450 field	\$20,000			1
VO)	\$90,000		ſ	
Control room facility upgrades	\$20,000	li I		
Subtota		\$70,000	\$10,000	\$50,000
Eigin-Middlesex Pump Station	) (1-,000	0.0,502	4.0,000	400,000
Replace some field wiring, remove abandoned wiring, new LAN conduit and fibre	1	1	1	
optio cables	\$20,000	l 1		ļ
New PLC organized by St. Thomas ownership	\$40,000			l
Controller programming	\$24,000			i
Subtotal Albert Roberts Booster Station	\$84,000	\$84,000	ł	
New network hardware	\$5,000	J 1		
Controller programming revisions	\$1,000	4 I		1
Subtotal			\$6,000	
Remote Water Sites (Ford Tower, Ford Meter Chamber, East Chamber, West	55,005	}	40,000	
Chamber, Telbotville, Weilington, Southdele)		1	- 1	1
New PLC, panel, I/O wiring, network hardware, and communications cables	\$42,000			
Power and communication to Talbotville, Wellington	\$20,000		ĺ	
New PLC programming	\$14,000	1 1		I
Subtotel Sewage Pump Stations (12)	\$76,000	\$52,000	\$24,000	i
New PLC, panel, I/O wiring, network hardware, and communications cables	872.000		1	
New PLC programming	\$72,000 \$48,000		- 1	•
Subtotal	\$120,000	1	- 1	\$100,000
Total without Contingency	\$416,000	\$208,000	\$40,000	\$120,000 \$170,000
Contingency Allowance	\$41,600	\$20,800	\$4,000	\$170,000
SCADA Construction Cost Estimate	\$457,600	\$226,600	\$44,000	\$187,000
SCADA WAN Construction	٠,			ļ
WAN panels and networking hardware at 6 water, 12 sewage sites, WPCP, plus			- 1	ľ
he Works Yard and City Hall	1		- 1	
\$CADA WAN Construction Cost Estimate	\$115,000	\$30,000	\$20,000	\$65,000
			.	
SCADA Contract Administation		1		Ĭ
Engineering fees and expenses	550 550	000 405		
SCADA Contract Administration Fees	\$60,000	\$25,000	\$10,000	\$25,000
Total SCADA Upgrade Project Cost Excluding GST	\$709,100	\$309,100	\$88,000	\$312,000
GST Allowance	\$42,548	\$18,546	\$5,280	\$18,720
. Total including GST	\$751,646	\$327,648	\$93,280	\$330,720

Cost Estimate

Insyght Systems Inc.

# Tender Update 2

1tem	Coet	6T6W99 Perilon	St. Thomas Water Portion	St. Thomas Sewar Portion
SCADA Detailed Design				
- Preparing Lander package				
- Updated construction cost estimate	1	1	l	
Tender process support      PCADA Detailed Coolea Feetings for				
SCADA Detailed Dealgn Engineering Fee	s \$61,500	\$22,500	\$9,000	\$30,000
SCADA WAN Detailed Design				
Preparing lender package				
- Updated construction cost estimate	1	<b>!</b>	' I	
- Tender process support	i	i :	i	
- Recommend service provider SCADA WAN Detailed Design Engineering Fee				
SCADA WAN Detailed Deargn Engineering Fee	\$15,000	\$5,000	000,62	\$5,000
SCADA Construction		1 [		ļ
SCADA Central (at Wastewater Treatment Plant)	ı			
New 2 SCADA Servers and 2 portable SCADA meintenance computers (hardware		i I		
and software only)	\$138,810	i I	ľ	
New LAN switch and configuration		1 1	1	
SCADA Server, SCADA workstation, and SQL programming (assuming 450_field = 1/0)	]	<b>l</b> -	- 1	
Subtota	\$136,610	\$70,000	\$18,610	850.004
Eigin-Middleses Pump Station & East Valve Chamber	\$130,010	870,000	210,010	\$50,000
Replace some field wiring, remove abandoned wiring, new LAN conduit and fibre	ļ	. I		i
optic cables		[		
New PLC organized by St. Thomas ownership		! :		
Controller programming	\$115,608			
Subtotal  Albert Roberts Bogster Station	\$115,608	\$115,698		1
New network herdware	l .	1	- 1	Ī
Controller programming revisions	\$3,725			Į.
Subtolal		1	\$3,725	
STWSS Remota Water Siles (Ford Tower, Ford Meter Chamber)				
New PLC, panel, I/O wiring, network hardware, and communications cables				
Power and communication to Talbotville, Wellington New PLC programming	\$27,520	1	- 1	ı
Subtotal		i	\$27,520	1
St.Thomas Remote Water Sites (West Chember)	021,020		927,520	i i
New PLC, panel, I/O wiring, network hardware, and communications cables				
Power and communication to Talbotville, Wallington				Į
New PLC programming	\$16,240		i	I
Sewage Pump Stations (12)	516,240	\$16,240		1
New PLC, panel, I/O wiring, network hardware, and communications cables	\$237,995		- !	1
New PLC programming	W207,555		-	
Subiolal	\$237,996		1	\$237,995
Total without Contingency		\$201,938	\$47,865	\$287,995
Contingency Allowance	\$29,000	\$18,000	\$4,000	\$6,000
SCADA Construction Cost Estimate (SCADA Construction Cost Estimate inc GST)		3219,836	\$51,855	\$293,995
SCADA WAN Construction	\$699,735	\$233,134	\$54,966	\$311,835
VAN panels and networking hardware at 6 water, 12 sewage sites, WPCP, plus		- 1		ł
he Works Yerd and City Hall		- 1	- 1	i
SCADA WAN Construction Cost Estimate	\$120,000	\$30,000	\$20,000	\$70,000
	,	220,000	7.000	0,0,000
SCADA Contract Administation	ì	1		t
ingineering fees and expenses				1
SCADA Contract Adminstration Fees	\$60,000	\$25,000	\$10,000	\$25,000
		!		ł
Total SCADA Upgrade Project Cost Excluding GST	\$822,268	5302,438	\$95,855	\$420 BB5
GST Allowance	\$49,337	\$18,146	\$6,761	\$423,996 \$25,440
	970,001	V 10, 17 W	40'10 1	323,440

Tender Updete v2

inayoht Systems Inc.



# City of St. Thomas

Proposal Award – Lions Park Playground

Report No. ES35-07

File No.

Directed to:	Chairman Tom Johnston and Members of the Environmental Services Committee	Date February 27, 2007
	Environmental Services Committee	Febluary 27, 2007
Department:	Environmental Services	Attachments: - TR 07-06 - Proposed Site Layout
Prepared By:	Ross Tucker, Parks Supervisor Mike Hoogstra, Purchasing Agent	

#### Recommendation:

Subject:

THAT: Council receive Report No. ES36-07.

THAT: Council accept the proposal submitted by ABC Recreation Ltd. In the amount of

\$139,940.05 (excluding taxes) for the supply, delivery and installation of playground equipment components, surfaces and accessories for the re-development of Lions

Park.

THAT: A by-law be prepared to authorize the Mayor and Clerk to sign an agreement with

ABC Recreation Ltd. for this contract award.

#### Background:

A Request for Proposal for the purchase of new playground equipment, surfaces and accessories for Lions Park was issued to four (4) qualified playground equipment suppliers in January 2007. The proposal closed on January 25 at 2:00 p.m. and all proposals received were immediately opened in public. Three (3) proposals were received from the following companies:

Proponent	Total Project Cost (excluding taxes)
ABC Recreation Ltd.	\$139,940.05
Recreation Playsystems	\$140,000.00
Game Time (Crozier)	\$140,000.00

The proposals were checked for mandatory response requirements and calculation errors. A committee consisting of the Parks Supervisor, Parks Foreman, Purchasing Agent, and three Lions Club members met on February 6 to review and evaluate the proposal submissions. The proposals were scored based on the following evaluation criteria:

- Technical Requirements
- Warranty of Components
- Creativity and Aesthetics
- Accessibility of Playground
- Safety Surfacing
- Durability, Maintenance and Materials
- References
- Budget

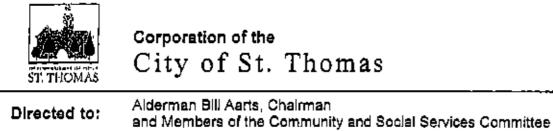
The three proposals reviewed were excellent and based on the final scores the committee agreed that ABC Recreation submitted the best proposal. ABC Recreation has installed numerous playgrounds in the City over the last few years and staff have been very pleased with the quality and service provided.

Should Council accept our recommendation, the project will commence sometime in May and be completed in June.

## Financial Considerations:

The source of funding for this project was approved in the 2005 capital budget for a total amount of \$120,000. The original capital budget request was for the construction of a pavilion/washroom facility. After this project was tendered in 2005 the project was cancelled due to a lack of funds. The scope of this project changed as per Report TR 07-06 to a playground installation. In addition to the \$100,000 remaining in the capital account, the Lions Club applied for a Trillium grant in the amount of \$48,000, which was approved and will be forthcoming to the City. The total amount available for this project is \$148,000.

loss Tucker arks Supervisor	<b>^</b>	MN Nagh Mike Hoogstra Purchasing Agent			
evlewed By: Treasury	Env Services	Planning	City Clerk	HR	Other
					,



TR 07-06

File No.

Date

Attachments

Department: Treasury

Affachment Amending Agreement

Prepared By:

William J. Day

Subject:

Lions Park Capital Project

## Recommendations:

In connection with Report TR 07-06 it is recommended that;

- Council authorize the execution of an Amending Agreement with the Lions Club of St. Thomas
  for a 5-year interest-free loan of \$60,000 to facilitate capital improvements in Lions Park; it being
  noted that the total project cost is estimated at \$120,000.
- 2. Council authorize administration to prepare a joint City/ Lions Club application to the Trillium Foundation for funding; it being noted that any funding secured would be utilized to enhance the planned capital improvements at the Lions Park.

#### Background:

In the 2005 Capital Budget – Part 1 Council approved the Lions Club pavilion project. The approved project was estimated to cost \$120,000. By agreement, the Lions Club committed to fund \$60,000 of the amount, \$15,000 up-front and the balance over a period of 5-years. The City contribution to the project will be funded from the Parkland Reserve Fund.

## Comments:

The City proceeded to tender the work in the fall of 2005. Although we received interest from 7 bidders, the low bid was \$166,631. Inclusion of architectural fees, etc. would result in a cost of approximately \$200,000 to complete the pavilion project.

Staff have met with representatives from the Lions Club to discuss the situation. Although we are not prepared to proceed with the pavillon project at Lions Park, we have concluded that the scope of the project should be changed to allow for some much needed capital improvements. The financial components of the original agreement would remain.

in order to move forward we have developed an Amending Agreement. The Lions Club has signed the Agreement. At this time we are requesting that Council authorize the Mayor and Clerk to execute the Amending Agreement on behalf of the City.

It is our intention to apply for funding from the Trillium Foundation. A joint application will be made with the Lions Club for financial assistance. In our view, any financial assistance received from the Trillium Foundation should be used to supplement the planned capital improvements to the Park

Respectfully submitted,

William J. Dav

Director of Finance and City Treasurer

THIS AMENDING AGREEMENT made as of the 15th day of December, 2005

BETWEEN

THE ST. THOMAS LIONS CLUB

hereinafter called the Party

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF ST. THOMAS

hereinafter called the Party

OF THE SECOND PART

WHEREAS on 31 January 2005, the Parties executed an Agreement (the Agreement) whereby both Parties would contribute to improvement of the public park known as Lions Park (southwest corner of Baldwin and Hughes Streets) in the City of St. Thomas by construction of a park pavillon facility;

AND WHEREAS plans for improvement of the Lions Park improvements have been revised and the Parties wish to amend the said Agreement;

NOW THEREFORE the Parties have mutually agreed that the Agreement, which is attached hereto as Schedule "A" to this Amending Agreement; shall hereby be amended as follows:

- 1 All references to the "pavilion" shall be deleted and replaced with the word "Improvements" which shall be inserted in each case instead of the word "pavillon".
- Paragraph number 3 of the Agreement shall be amended by deleting the second 2. sentence thereof, "The Lions shall have exclusive use of the storage room area of the facility" and replacing same by inserting as the second sentence of said paragraph number 3 the following sentence:

"The Improvements to be built, installed or performed to enhance the park facility under this Agreement shall include the structures, equipment and works listed in Schedule B attached to this Amending Agreement,"

In all other respects the Agreement of 31 January 2005 is confirmed and shall remain in full force and effect including all provisions thereof, subject only to the above stated specific amendments.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement.

THE ST. THOMA Nam Name:

Title:

TYOK OF THE CITY OF ST. THOMAS, by THE CO

(Seal)

Jeff Kohlef, Mayor

Wendeli Clerk

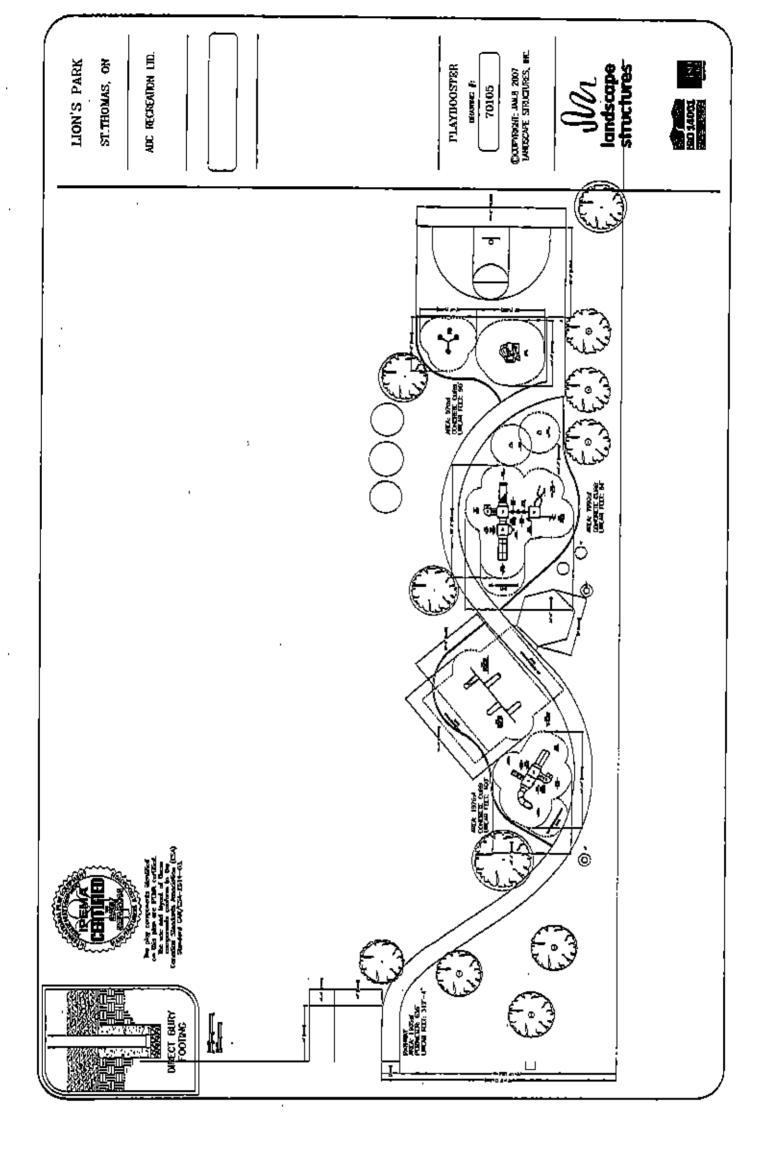
## Schedule "B"

The following Lion's Park playground proposal will include:

- Off street parking
- Accessible path
- Picnic shelter
- Extended lighting
- Benches
- Signage
- Landscape
- Climbing area
- Basketball court
- Tot lot structure
- Senior structure

  - o Swings o Slides o Climbers
  - o Creative play events
  - o Ground level events
  - o Roofs
  - o Play panels o Theme

  - Wood carpet safety surface



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ST. THOMAS	Corporation of the City of St. Thomas	ES37-07 File No.
Directed to:	Alderman Dave Warden, Chair and Members of the Protective Services & Transportation Committee of Council	Date February 27, 2007
Department:	Environmental Services	
Prepared by:	John Dewancker, Director	
Subject:	Transit Facility Improvement Options	

## Recommendation:

- That Report ES-37-07 be received as information.
- That a site visit of the Transit Building by Council Members, Staff, Consulting Engineer and Aboutown Transit Representatives be organized during the third or fourth week of March to review the capital needs of this building.

## Origin:

At the meeting of February 12, 2007, City Council received report E\$-20-07 regarding the Transit Terminal Improvements. At this meeting it was resolved that an investigation be undertaken to examine the cost to repair the roof and to bring the Transit Building up to a minimum standard and that a report be developed and be brought back to Council.

#### Analysis:

The propose of this short report to the Transportation Committee is to respectfully request Council concurrence to schedule a meeting date and time for a visit of the Transit Terminal building by Council Members, Staff, Consulting Engineer (Paul Harris) and representatives of Aboutown Transit.

The purpose of the visit is to view the scope of the required operational improvements that need to be made to this building to support the current and future transit functions that are to be accommodated by the facility.

Background Information that can be made available in preparation of this visit upon request by the Members includes:

> Transit Improvement Study, Operations Plan, Implementation Plan and Marketing Plan C.H. Prentice Consulting, 2000.

- Transit Ridership Growth and Asset Management Plan, IBI Group, November 23, 2005
- Re-development options for the Talbot Street Transit Terminal, IPI Group, November, 2005.
- Report ES-06-05, Dedicated Gas Tax Funding for Transit- Expenditure Plan.
- Report ES-11-06 Transit Ridership Growth and Asset Management Plan Municipal Accessibility Advisory Committee.
- Report ES-86-06 Transit Ridership Growth and Asset Management Plan Update by the Review Committee.
- Report ES-117-06 Transit Facility Improvement Options CASO Rallway Station/ Second Floor Renovation.
- Report ES-123-06 Transit Ridership Growth and Asset Management Plan Review

-		Implementation I and Federal Gas	Plan.		n the City of St.	
Upon com	pletion of this	visit, a report wo	uld then be d	eveloped for the	approval of Cou	incil.
John Dewanck	er, P.Eng Dir	ector				
Reviewed By:	Treasury	Env Services	Plating	City Clerk	HR	Other
	<del>`</del>		<u> </u>			



# City of St. Thomas

Report No. ES31-07

File No.

Alderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

05-014-00

Environmental Services Department Department:

Prepared By: Dave White - Supervisor of Roads and Transportation

Attachments Zone I map on page 3

Subject:

School Area Review For Elementary School Children

Zone I - Eigin Court Public School

#### Recommendation:

THAT: Report ES31-07 be received for Information; and,

THAT: The Traffic By-law 45-89 Schedule I - No Stopping, be amended as to implement a No Stopping Restriction on The east side of First Avenue to 30m south of Mandeville Road, the east side of First Avenue to 15m north of Mandeville Road, the west side of First Avenue to 30m north of Mandeville Road, the west side of First Avenue to 15m south of Mandeville Road during the months of July/August 2007.

THAT: Two additional Wc-2 School Crossing signs be installed and two Wc-2A School Crossing Ahead algns be installed in advance of the crossing on First Avenue / Mandeville Road during the months of July/August 2007 in support of the Safety Patrol location; and,

THAT: The two Wc-2 School Crossing signs at the intersection of Aldborough Avenue / Holland Street be removed and replaced with Wc-7 Pedestrian Ahead signs during the months of July/August of 2007 consistent with other Pedestrian Courtesy Crossings in the City; and,

THAT: The crosswalk lines be installed on all four legs of the Axford Parkway / Aldborough Avenue intersection during the months of July/August 2007; and,

THAT: Following the implementation of the above recommendations, that the School Area Review for School Zone I - Elgin Court Public School be considered complete based on existing conditions and school information.

#### Report:

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended School Area Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews,

#### Analysis

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone I - Elgin Court Public School (Students J.K. to 6\_)

The summary of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2006/2007 Information from TVDSB.	Need 2007/2008 Information a.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on local road network leading to major road network.	No Stop/Yield control required
3	Reviewed aldewalk natwork	Provides links from homes to school	<ul> <li>No sections of sidewalk required</li> </ul>
4	Major roads & traffic volumes	Elm Street (est. 11,000 aadt) Fairview Avenue (est. 9,000 aadt) First Avenue (est. 3,000 aadt)	
5	All-Way Stop & Signat Controlled Intersections	Traffic Signat at Etm Street / First Avenue. All-Way Stop Confrol at Axford Parkway / Aldborough Ayenue	Crosswałk lines are required at Axford Parkway / Aldborough Avenue intersection.
6	Supervised crossing locations	There is a supervised safety patrol crossing at First Avenue / Mandeville Road and Holland Street / at School Access.	Add additional Wc-2 and Wc-2a signs in advance of the First Avenue / Mandevilla Road crossing.
7	Unsupervised crossing locations	Aldborough Avenue / Holland Street	Remove Wc-2 and replace with Wc-7 signs.
В	List required Stopping Restrictions in zone.	First Avenue / Mandeville Road	The east side of First Avenue to 30m south of Mandeville Road, the east side of

	First Avenue to 15m north of Mandaville Road, the west side of First Avenue to 30m north of Mandaville Road, the west side of First Avenue to 15m south of Mandaville Road.
I	

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs <u>are not in place</u> on First Avenue whereby any traffic infractions within these zones would be double fined. There is no data that supports the effectiveness of a zone in the Elgin Court area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h.





Rb-6 (internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on First Avenue at this time.

# Financial Considerations

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

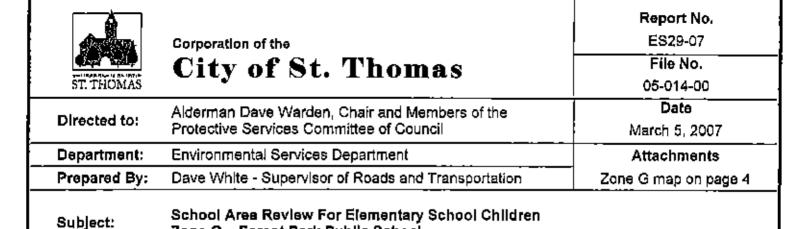
#### **Alternatives**

Additional considerations are listed above

No further alternatives were considered at this time

Respectfully,		<i>-</i>	AC	John	
Dave White, C. Teles Superv Environmental Services	isor of Roads an	d Transpoπ	ation		
Reviewed By:	Env Services	Planning	City Clerk	HR HR	Other

# Area Map for Zone I – Elgin Court Public School (Students J.K. to 6.) Significant Public School (Students J.K. to 6.) Fublic School (Pop. 158)



#### Recommendation:

THAT: Report ES29-07 be received for information; and,

Zone G - Forest Park Public School

THAT: The Traffic By-law 45-89 Schedule I – No Stopping, be amended as to implement a No Stopping Restriction on the east of Park Avenue, the north side of Wellington Street to 15m west of Park Avenue, the south side of Wellington Street to 30m west of Park Avenue, the south side of Wellington Street to 15m east of Park Avenue during the months of July/August of 2007; and,

THAT: The Traffic By-law 45-89 Schedule I – No Stopping, be amended as to implement a No Stopping Restriction on the east side of Fairview Avenue to 30m south of Forest Avenue, the east side of Fairview Avenue to 15m north of Forest Avenue, the west side of Fairview Avenue to 30m north of Forest Avenue, the west side of Fairview Avenue to 15m south of Forest Avenue during the months of July/August of 2007; and,

THAT: The Traffic By-law 45-89 Schedule I – No Stopping, be amended as to Implement a No Stopping Restriction on the east side of Park Avenue to 30m south of Forest Avenue, the east side of Park Avenue to 15m north of Forest Avenue, the west side of Park Avenue to 30m north of Forest Avenue, the west side of Park Avenue to 15m south of Forest Avenue during the months of July/August of 2007; and,

THAT: The Traffic By-law 45-89 Schedule I – No Stopping, be amended as to implement a No Stopping Restriction on the east side of First Avenue to 30m south of Myrtle Street, the east side of First Avenue to 15m north of Myrtle Street, the west side of First Avenue to 30m north of Myrtle Street, the west side of First Avenue to 15m south of Myrtle Street during the months of July/August of 2007; and, and,

THAT: Following the Implementation of the above recommendations, that the School Area Review for School Zone G – Forest Park Public School be considered complete based on existing conditions and school information.

#### Report:

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended <u>School Area</u> <u>Review Procedures</u> were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analysis

\_. . . . . . . . .

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone G - Forest Park Public School (Students J.K. to 6)

The summary of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2006/2007 Information from TVDSB.	Need 2007/2008 information a.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on focal	No Stop/Yield control required
	-	road network leading to major road	
		petwork,	
3	Reviewed sidewalk network	Provides links from homes to school	No sections of sidewalk required
4	Mejor roade & traffic volumes	Chestnut Street (est. 3,500 gadt)	All students are encouraged to use the
		Park Avenue (est. 1,500 eadt)	major roads and sidewalks to arrive at the
i 1		First Avenue (est. 8,000 andt)	existing traffic control that cross the major
1		Fairview Avenue (est. 10,000 aedt)	roads.
1		Wellington Street (est 14,000 aadt)	

5	All-Way Stop & Signal Controlled intersections	Traffic Signal at Wellington Street / First Avenue, Wellington Street / Fairview Avenue, Wellington Street / Highview Drive, First Avenue / Chestnut Street, Fairview Avenue / Chestnut Street and Eim Street / Fairview Avenue, All-Way Stop Control at Park Avenue / Chestnut Street and Highview Drive / Chestnut Street	. None.
e e	Supervised crossing locations	There is an Adult Crossing Guard at First Avenue / Myrtle Street, Wellington Street / Park Avenue, Forest Avenue / Park Avenue and Fairview Avenue / Forest Avenue	Pedestrian traffic eignal option comments are included below,
7	Unsupervised crossing locations	There is a supervised safety patrol post on school property only.	None,
8	List required Stopping Restrictions in zone.	Wellington Street / Park Avenue, Feirvlew Avenue / Forest Avenue and Park Avenue / Myrtle Street	The north side of Wellington Street to 30m east of Park Avenue, the north side of Wellington Street to 15m west of Park Avenue, the south side of Wellington Street to 30m west of Park Avenue, the south side of Wellington Street to 15m east of Park Avenue, the south side of Falrylew Avenue to 30m south of Forest Avenue, the east side of Falrylew Avenue to 30m north of Forest Avenue, the west side of Falrylew Avenue to 30m north of Forest Avenue, the west side of Falrylew Avenue to 15m south of Forest Avenue.  The east side of Park Avenue to 30m south of Forest Avenue, the east side of Park Avenue to 15m north of Forest Avenue, the west side of Park Avenue to 15m north of Forest Avenue, the west side of Park Avenue to 15m south of Forest Avenue.  The east side of First Avenue to 30m south of Myrtle Street, the east side of First Avenue to 15m north of Myrtle Street, the west side of First Avenue to 30m north of Myrtle Street, the west side of First Avenue to 15m south of Myrtle Street.

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



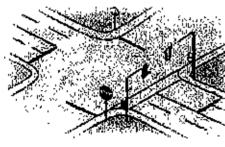
A Community Safety Zone By-law and Regulatory signs <u>are in place</u> on Park Avenue and Fairview Avenue whereby any traffic infractions within these zones would be double fined. Unfortunately, there is no data that supports the effectiveness of this zone in the Locke's Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h on both roads.





Rb-6 (internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and retiming of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Park Avenue at this time.

There are a number of Adult Crossing Guards in place as a result of the "non transportation" boundary of the Forest Park School zone. Historically they have been placed at locations whereby a number of school children "potentially" are expected to cross the major roads around the perimeter of School Zone G.



Although a Pedestrian Traffic Signal (similar to what is indicated to the left at a four approach intersection) would not be technically justified in this school zone, the device could be a future option for traffic control on Fairview Avenue for crossing all pedestrians while removing the Adult Crossing Guard from the location. Supported by the Highway Traffic Act, upon a red signal indication vehicles must come to a full stop before proceeding through the signal on a green indication. A large capital investment would be required for each location along with annual maintenance costs.

#### NORTH SIDE OF ZONE G

On the north side of Zone G, children are required to cross Wellington Street (est. 14,000 aadt). These children live north of Wellington Street between First Avenue (Traffic Signal) and Fairview Avenue (Traffic Signal), which is a distance of approximately 780 metres. At approximately the mid-way point (Park Avenue) is an Adult Crossing Guard location that crosses Forest Park Students and Separate

School students. This location could be considered in the future as a candidate for an intersection Pedestrian Traffic Signal location that would serve all pedestrians 24hrs/day.

#### SOUTH SIDE OF ZONE G

On the south side of Zone G, children are required to cross Chestnut Street (est. 3,500 aadt). These children live south of Chestnut Street between First Avenue (Traffic Signal), Park Avenue (All-Way Stop), Fairview Avenue (Traffic Signal) and Highview Drive (All-Way Stop).

#### EAST SIDE OF ZONE G

On the east side of Zone G, children are required to cross Fairview Avenue (est. 10,000 eadt). These children live east of Fairview Avenue between Wellington Street (Traffic Signal), Chestnut Street (Traffic Signal) and Elm Street (Traffic Signal), which is a distance of approximately 1.21 kilometres. Between Wellington Street and Chestnut Street there is an Adult Crossing Guard location that crosses Forest Park Students at Forest Avenue. This location is 200m south of Wellington and 290m north of Chestnut Street.

Most "non transportation" students east of this Adult Guard Crossing point have safe routes to school using the Wellington or Chestnut Traffic signal instead of this Adult Guard crossing. The fact that this crossing is on a four lane cross section does present some safety concerns and it would be advisable to consider removing the Adult Crossing Guard post and either have students cross at the Wellington or Chestnut traffic signal OR consider a Pedestrian Traffic Signal (at Fairview Avenue / Forest Avenue) that would serve all pedestrians 24hrs/day.

#### WEST OF ZONE G

On the west side of Zone G, children are required to cross First Avenue (est, 8,000 aadt). These students live west of First Avenue between Wellington Street (Traffic Signal) and Chestnut Street (Traffic Signal), which is a distance of approximately 490 metres. Between Wellington and Chestnut there is an Adult Crossing Guard that crosses Forest Park students at Myrtle Street. This location is approximately 300m south of Wellington and 190 m north of Chestnut Street.

Most "non transportation" students east of this Adult Guard Crossing point have safe routes to school using the Wellington or Chestnut Traffic signal instead of this Adult Guard crossing. It would be advisable to consider removing the Adult Crossing Guard post and either have students cross at the Wellington or Chestnut traffic signal OR consider a Mid Block Pedestrian Traffic Signal that would serve all pedestrians 24hrs/day.

#### Financial Considerations

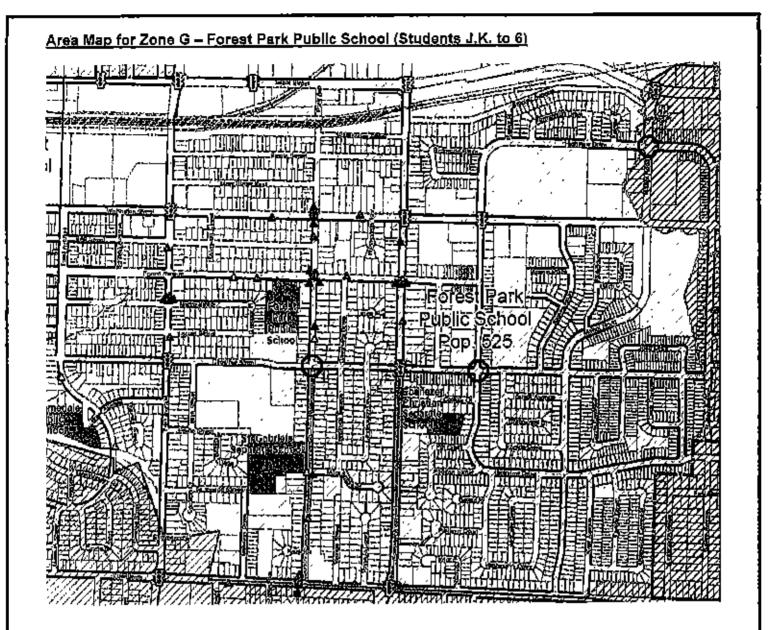
Additional considerations are listed above

No further alternative were considered at this time

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

## Alternatives

Respectfully,			A Car	leson	
Dave White C eq. S Environmenta Services	supervisor of Roads a	nd Transport	ation		
Reviewed By:	Env Services	Planning	City Clerk	HR	Olber





# City of St. Thomas

Report No. ES28-07

Flie No.

Alderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

05-014-00

Environmental Services Department Department:

Attachments

Prepared By: Dave White - Supervisor of Roads and Transportation

Zone E map on page 3

Subject:

School Area Review For Elementary School Children

Zone E - Wellington Street Public School

#### Recommendation:

THAT: Report ES28-07 be received for Information; and,

THAT: The Traffic By-law 45-89 Schedule I - No Stopping, be amended as to implement a No Stopping Restriction on the north side of Gladstone Avenue to 30m east of Hincks Street, the north side of Gladstone Avenue to 15m west of Hincks Street, the south side of Gladstone Avenue to 30m west of Hincks Street, the south side of Gladstone Avenue to 15m east of Hincks Street during the months of July / August of 2007; and,

THAT: Two additional Wc-2 School Crossing signs be installed and two Wc-2A School Crossing Ahead signs be installed in advance of the crossing on Gladstone Avenue / Hincks Street during the months of July / August of 2007 in support of the Safety Patrol location; and,

THAT: Following the implementation of the above recommendations, that the School Area Review for School Zone E - Wellington Street Public School be considered complete based on existing conditions and school information.

#### Report:

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended School Area Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analysis

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone E - Weilington Street Public School (French Immersion Students K -6)

Unlike other Elementary Schools in the City, Wellington Street School is a French Immersion school that serves the entire community. There is, however, a "non-transportation" area designated by the board that was used for this review. It is a very large area that overlaps with other school boundaries,

#### The summery of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2008/2007 Information from TVDSB.	Need 2007/2008 Information a.a.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on locat road network teading to major road network.	Na Stop/Yield control required
3	Reviewed sidewalk network	Provides links from homes to achool	No sections of sidewalk required
4	Major roads & traffic volumes	Talbot Street (est. 12,000 aadt) Flora Street (est. 3,000 aadt) Ross Street (est. 6,000 aadt) Centre Street (est. 4,000 aadt) Elgin Street (est. 5,000 aadt) Weilington Street (est. 12,000 aadt)	All students east of the tracks are encouraged to use the major roads north to Wellington Street then wast to the school. All roads are being utilized as eafe routes to and Balacieva Street Public School.
5	All-Way Stop & Signal Controlled Intersections	Traffic Signal at Wallington Street / Eigin Street, Talbot Street / Queen Street, Talbot Street / Eigin Street, Talbot Street / Hiawatha Street, Talbot Street / Princess Street and Fifth Avenue / Wellington Street. Atl-Way Stop Control at Curtis Street / Hiawatha Street	None.

6	Supervised crossing locations	There is a supervised safety patrol crossing at the intersection of Wallington Street / Eigin Street, and at the intersection of Gladstone Avenue / Hincks Street	Add additional Wo-2 and Wo-2 a signs in advance of the Gladstone Avenus / Hincks Street crossing.
7	Unsupervised crossing locations	None	Covered by other school area reviews.
9	List required Stopping Restrictions in zone.	Gladatone Avenue / Hincks Street	The north side of Gladstone Avenue to 30m east of Hincks Street, the north side of Gladstone Avenue to 15m west of Hincks Street, the south side of Gladstone Avenue to 30m west of Hincks Street, the south side of Gladstone Avenue to 15m

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs are in place on Gladstone and Hincks Street whereby any traffic infractions within these zones would be double fined. Unfortunately, there is no data that supports the effectiveness of this zone in the Weilington Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h on both roads.



Rb-6 (Internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Wellington Street at this time.

#### Financial Considerations

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

#### Alternatives

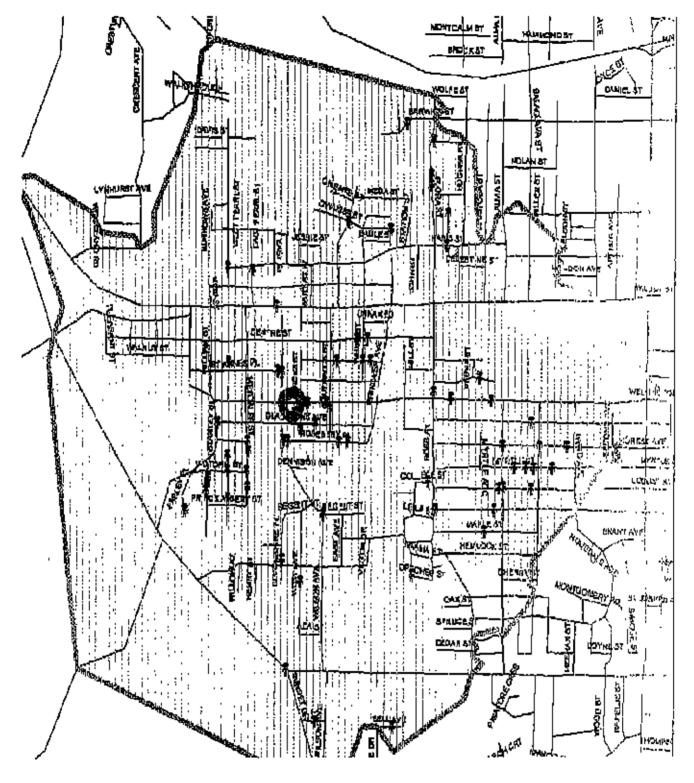
- Additional consideration are listed above
- No further alternatives were considered at this time

Respectfully,

Dave White, C. Tell - Superv Environmental Services	visor of Roads an	id Transporta	ition		
Reviewed By:	Env Services	Planning	City Clerk	HR	Other

## Area Map for Zone E - Wellington Street Public School (French Immersion Students K. to 6)

We have not received the school zone map, but have received the non-transportation map from the school board, which indicates where the potential walking students live and is attached below.





# City of St. Thomas

Report No. ES27-07

File No.

Alderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

05-014-00

Department: **Environmental Services Department** 

Attachments

Dave White - Supervisor of Roads and Transportation Prepared By:

Zone D map on page 3

Subject:

School Area Review For Elementary School Children

Zone D - Scott Street Public School

#### Recommendation:

THAT: Report ES27-07 be received for information; and,

THAT: The Wc-2 School Crossing signs at the Intersections of Scott Street - Kains Street / Higwatha Street, Scott Street / Jackson Street, Scott Street / East Street and Curtis Street / School entrance be removed and replaced with Wc-7 Pedestrian Ahead signs during the months of July / August of 2007 consistent with other Pedestrian Courtesy Crossings in the City; and,

THAT: Following the implementation of the above recommendations, that the School Area Review for School Zone D - Scott Street Public School be considered complete based on existing conditions and school information.

#### Report:

## Orlgin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended School Area Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analyals

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone D - Scott Street Public School (Students J.K. to 8)

The summary of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2006/2007 Information from TVDSB.	Need 2007/2008 Information a.s.s.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on local road network leading to major road network.	No Stop/Yleid control required
3	Reviewed aldewalk network	Provides links from homes to school	No sections of sidewalk required
4	Major roade & traffic volumes	Talbot Street (est, 10,000 aadt) Centre Street (est, 4,000 aadt) Eigin Street (est, 4,000 aadt) Scott Street (est, 3,000 aadt) Curds Street (est, 3,000 aadt)	All roads are well under capacity for their classification within the City official plan standards, . All roads are being utilized as safe routes to and Scott Street Public School.
5	All-Way Stop & Signal Controlled Intersections	Traffic Signal at Talbot Street / Queen Street, Talbot Street / Eigin Street, Talbot Street / Hiawatha Street, Talbot Street / Princess Street and Wellington Street / Eigin Street All-Way Stop Control at Curtis Street / Hiawatha Street	None.
6	Supervised crossing locations	None	None,
7	Unsupervised crossing locations	Scott Street - Kains Street / Hiawatha Street, Scott Street / Jackson Street, Scott Street / East Street & Curtis Street / School entrance	Remove Wc-2 and replace with Wc-7 signs
8	List required Stopping Restrictions in zone.	None	None,

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs <u>are not in place</u> on Scott Street whereby any traffic infractions within these zones would be double fined. There is no data that supports the effectiveness of a zone in the Scott Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 40 km/h.



Rb-6 (Internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Scott Street at this time.

# Financial Considerations

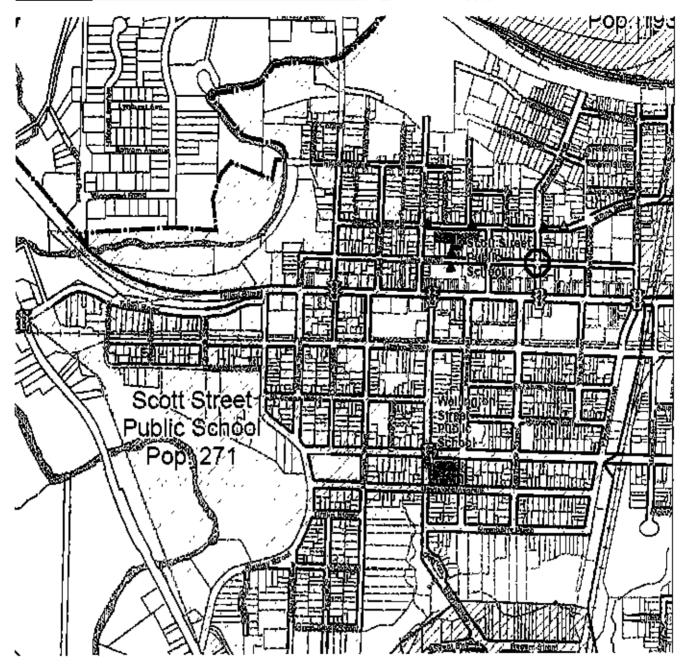
There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

#### **Alternatives**

•	Additional considerations are listed above	
•	Additional considerations are listed above  No further alternations were considered at this time	

Respectfully,  Dave White, O. Tech pervenues	Isor of Roads and T	ransportation	Plera_	
Reviewed By: Treasury	Env Services P	lanning City Clerk	HR	Other

# Area Map for Zone D - Scott Street Public School (Students J.K. to 8)





# City of St. Thomas

Report No. ES25-07

File No.

05-014-00

Aiderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

Department:

Environmental Services Department

Attachments

Prepared By:

Dave White - Supervisor of Roads and Transportation

Zone B map on page 3

Subject:

School Area Review For Elementary School Children

Zone B - Edward Street Public School

#### Recommendation:

THAT: Report ES25-07 be received for information; and,

THAT: The Adult Crossing Guard and associated Wc-2 and Wc-2A signs at the All-Way Stop Controlled Intersection of Edward Street / Balaclava Street be withdrawn during the months of July / August of 2007; and,

THAT: The two Wc-2 School Crossing signs at the intersection of Edward Street / Inkerman Street be removed and replaced with Wc-7 Pedestrian Ahead signs during the months of July/August of 2007 consistent with other Pedestrian Courtesy Crossings in the City; and,

THAT: The crosswalk lines be installed on all four legs of the Edward Street / Woodworth Avenue intersection during the months of July/August of 2007; and,

THAT: Following the passing of the required By-law and implementation of the above recommendations, that the School Area Review for School Zone B - Edward Street Public School be considered complete based on existing conditions.

## Report:

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended <u>School Area</u> Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analysis

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone B - Edward Street Public School (Students J.K. to 6)

The summary of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary,	2006/2007 Information from TVOSB.	Need 2007/2008 Information s.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on local road network leading to major road network.	No Stop/Yield control required
3	Reviewed aldowalk network	Provides links from homes to school	No sections of sidewalk required
4	Major roade & traffic volumes	Edward Street (est, 2,400 aadt) Bataclava Street (est, 4,000 aadt)	Both made well under capacity for Minor Arterial Roads within the City official plan standards.
5	All-Way Stop & Signal Controlled Intersections	All-Way Stope at Edward Street / Balaciava Street & at Edward Street / Woodworth Avenue	Crosswalk lines are required at Edward Streat / Woodworth Avenue Intersection,
6	Supervised crossing locations	Edward Street and Balaclava Street All-Way Stop Condition	An Adult Crossing Quard is not required at an All-Way Step Condition & recommended to be removed during July / August of 2007.
7	Unsupervised crossing locations	Edward Street / Inkerman Street	Remove Wc-2 and replace with Wc-7 signs
8	List required Stopping Restrictions in zone (if crossing guard remains).	Edward Street / Balaciava Street to support the Adult Crossing Guard location (not required if guard is removed in July / August of 2007).	The west side of Balaclava Street to 30m north of Edward Street, the east side of Balaclava Street to 15m north of Edward Street, the west side of Balaclava Street to 15m south of Edward Street and the east side of Balaclava Street to 30m south of Edward Street

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.

The existing Adult Crossing Guard crosses children at the All-Way Stop Condition on the corner of Edward Street and Balaclava Street. The Adult guard was in place prior to the All-Way Stop Condition being justified and should have been recommended for removal at that time. As the Highway Traffic Act requires that all vehicles come to a full stop from all four directions and only enter the intersection when it is clear of pedestrians and vehicles, and that the All-Way Stop Condition provides the required gaps in traffic that the pedestrians require to cross, the Adult Crossing Guard at this location is redundant and should be removed for City wide consistency.

The Adult Crossing Guard at Fairview Avenue and Airey Avenue will be retiring from Adult Crossing Guard duty at the end of June 2007. The removal of the Adult Crossing Guard post at the Edward Street / Balaclava Street Intersection will allow a full time guard to move to the Fairview Avenue / Airey Avenue location and no full time guard will be displaced. This will reduce the complement of Adult Guards from (9) full time to (8) full time. It is recommended that this occur during July / August of 2007.



A Community Safety Zone By-law and Regulatory signs <u>are not in place</u> on Edward Street whereby any traffic infractions within these zones would be double fined. There is no data that supports the effectiveness of a zone in the Edward Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h.





Rb-6 (internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Edward Street at this time.

#### Financial Considerations

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

#### Alternatives

Doopoetfully.

Additional considerations are listed above

No further alternative, were considered at this time.

Dave White, C. Tegn - Supervisor of Roads ar		ns	
Reviewed By: Env Services	Planning City Clerk	HR	Other

# Area Map for Zone B - Edward Street Public School (Students J.K. to 6)





# City of St. Thomas

Report No. ES26-07

File No.

05-014-00

Directed to: Alderman Dave Warden, Chair and Members of the Protective Services Committee of Council

Date

Department: Environmental Services Department

March 5, 2007

Department: Environmental Services Department

Attachments

Prepared By:

Dave White - Supervisor of Roads and Transportation

Zone C map on page 3

Subject:

School Area Review For Elementary School Children

Zone C - Balaciava Street Public School

#### Recommendation:

THAT: Report ES28-07 be received for information; and,

THAT: The Wc-2 School Crossing signs at the intersection of Balaclava Street / Malakoff Street be removed and replaced with Wo-7 Pedestrian Ahead signs during the months of July/August 2007 consistent with other Pedestrian Courtesy Crossings in the City; and,

THAT: The crosswalk lines be installed on all four legs of the Malakoff Street / Woodworth Avenue intersection during the months of July/August 2007; and,

THAT: Following the implementation of the above recommendations, that the School Area Review for School Zone C – Balaciava Street Public School be considered complete based on existing conditions and school information.

#### Report:

#### Orlgin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended <u>School Area</u> <u>Review Procedures</u> were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analyels

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

#### Zone C - Balaciava Street Public School (Students J.K. -8)

The summery of findings;

Number	Review Item	Explanation Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2006/2007 Information from TVDSB.	Need 2007/2008 information a.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on local	No Stop/Yield control required
		road network leading to major road	
l		ηe(work,	
3	Reviewed sidewalk network	Provides links from homes to school	No sactions of sidewalk required
4	Major roads & traffic volumes	Alma Street (est. 6,000 aadt)	All roads are well under capacity for their
1	•	Kains Street (est. 6,000 aadt)	classification within the City official plan
1		Balaciava Street (est. 1,800 eadt)	standards. All roads are being utilized as
1		Malakov Street (est. 1,200 aadt)	safe routes to and Balaclava Street Public
		Redan Street (est. 6,000 aadt)	School.
Б	All-Way Stop & Signal Controlled	Traffic Signal at Kains Street / Aima	Paint crosswalk lines on all four legs of
	intersections	Street. All-Way Stop Control at	Woodworth Avenue / Malekoff Street
j		Balaciava Street / Malakoff Street,	
1		Baleciave Street / Redan Street &	
1		Woodworth Avenue / Malakoff Street	
6	Supervised crossing locations	None	N/A
7	Unsupervised crossing locations	Bafaciava Street / Malakoff Street	Remove Wc-2 and replace with Wc-7
			signs
8	List required Stopping Restrictions in	None	N/A
	zona.		

#### Additional Considerations:

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There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs <u>are not in place</u> on Balaclava Street whereby any traffic infractions within these zones would be double fined. There is no data that supports the effectiveness of a zone in the Edward Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h.



Rb-6 (Internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Balaclava Street at this time.

#### Financial Considerations

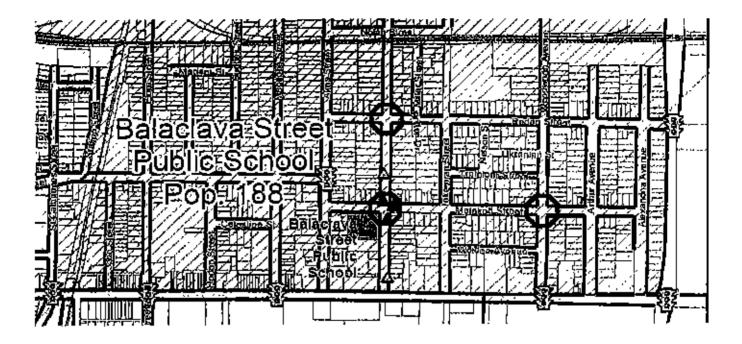
There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

#### Alternatives

- Additional considerations are listed above
- No further alternatives ere considered at this time

Respectfully,  Dave White C.		evisor of Roads a	and Transport	ation	ian	
Environmental S	ervices		\			
Reviewed By:	Treasury	Env Services	Planning	City Clerk	HR	Olher

# Area Map for Zone C - Balaciava Street Public School (Students J.K. to 8)





# City of St. Thomas

Report No. E\$24-07

File No.

05-014-00

Alderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

Department: **Environmental Services Department** 

Attachments

Prepared By:

Dave White - Supervisor of Roads and Transportation

Zone A map on page 3

Subject:

School Area Review For Elementary School Children

Zone A - Locke's Public School

#### Recommendation:

THAT: Report ES24-07 be received for information; and,

THAT: The Traffic By-law 45-89 Schedule I - No Stopping, be amended to Implement a No Stopping Restriction on both (north and south) sides of South Edgeware Road from Balaclava Street to Woodworth Avenue/Crescent during the months of July/August of 2007; and,

THAT: The Traffic By-law 45-89 Schedule I - No Stopping, be amended to implement a No Stopping Restriction on both (east and west) sides of Dalewood Drive from South Edgeware Road to 30m north of South Edgewere Road during the months of July/August of 2007; and,

Following the passing of the required By-law and implementation of the above recommendations, the School Area Review for School Zone A - Locke's Public School be considered complete based on existing conditions.

## Report;

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended <u>School Area</u> Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analysis

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference.

## Zone A - Locke's Public School (Students J.K. to 8)

The Summary of Findings:

1edmuN	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	2006/2007 Information from TVDSB.	Need 2007/2008 Information a.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on tocal road network leading to major road network.	No additional Stop/Yield control required
3	Reviewed sidewalk network	Provides links from homes to school	No additional sections of eidewalk required
4	Major roads & traffic volumes	South Edgeware Road (4,000 and) - 2003) & Balaclava Street (4,000 and) - 2003)	Both roads well under capacity for Minor Arterial Roads within the City official plan standards.
5	All-Way Stop & Signal Controlled Intersections	Traffic Signal at South Edgeware Road / First Avenue	The non-transportation boundary suggests that no school children are required to cross at this intersection.
e	Supervised crossing locations	South Edgeware Road / Datewood Drive	Adult Crossing Guerd with all required Wo- 1 and Wo-2 signs in place.
7	Unaupervised crossing locations	South Edgeware Road / Balaciava Street	Step Controlled on west side of intersection
8	List required Stopping Restrictions in zone.	South Edgeware Road / Dalewood Drive to support the Adult Crossing Guard location	1) Both (north and south) sides of South Edgeware Road from Bajaclava Street to Woodworth Avenue/Crescent, 2) Both (east and west) sides of Dalawood Drive from South Edgeware Road to 30m north of South Edgeware Road

## Additional Considerations:

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There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs <u>are in place</u> on South Edgeware Road and on Dalewood Drive whereby any traffic infractions within these zones would be double fined. Unfortunately, there is no data that supports the effectiveness of this zone in the Locke's Street area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h on both roads.



Rb-6 (internally illuminated) or Rb-6A (maximum speed when flashing) signs could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on South Edgeware Road at this time.

Following recent observations at the site, it is concluded that the Adult Crossing Guard location has some minor conflicts with the turning vehicles on Dalewood Drive. Ironically, these turning vehicles are primarily the parents dropping off students to the school. The Crossing Guard is crossing children at the Dalewood Drive Stop Condition in addition to the South Edgeware Road crossing as a result.

#### Financial Considerations

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

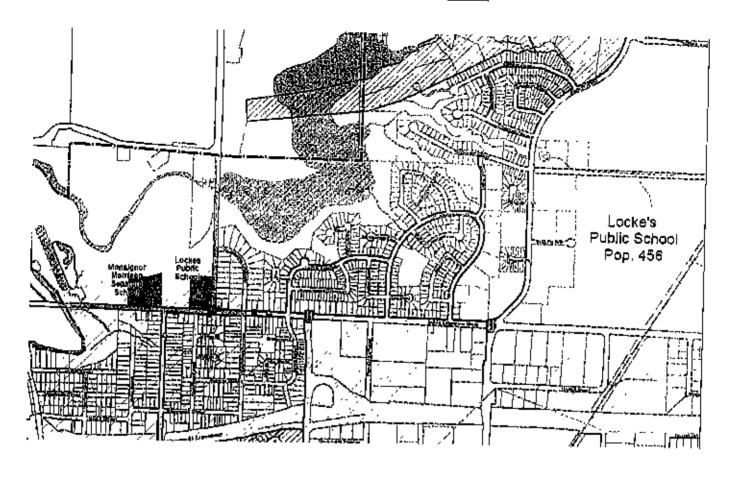
#### **Alternatives**

Door oatfully

- Additional considerations are listed above
- No further alternatives were considered at this time

кезреснику,				
Dave White, C. Tech - Super Environmental Services	rvisor of Roads and Transpo	ortation		
Reviewed By: Treasury	Env Services Planning	City Clerk	HR	Other

# Area Map for Zone A - Locke's Public School (Students J.K. to 8)





# City of St. Thomas

Report No. ES30-07

File No.

05-014-00

Alderman Dave Warden, Chair and Members of the Directed to:

Protective Services Committee of Council

Date March 5, 2007

Department: Environmental Services Department

Attachments

Prepared By:

Dave White - Supervisor of Roads and Transportation

Zone H map on page 3

Subject:

School Area Review For Elementary School Children

Zone H - Elmdale Public School

#### Recommendation:

THAT: Report ES30-07 be received for information; and,

THAT: The School Area Review for School Zone H - Elmdale Public School be considered complete based on existing conditions and school information.

#### Report:

#### Origin

At the meeting of March 6, 2006, Report ES22-06 was addressed and the recommended School Area Review Procedures were carried by Council allowing staff to move forward and complete the School Area Reviews.

#### Analysis

Using the approved policies and procedures provided during Steps 1-3, this report provides recommendations on specific needs in specific school zones within the City and completes the School Crossing Review for that school zone. Please refer to the attached School Area Map as a reference,

#### Zone H - Elmdale Public School (Students J.K. to 6)

The summary of findings;

Number	Review Item	Explanation	Comment / Deficiency
1	School & Non-Transportation Boundary.	_2006/2007_Information from TVDSB.	Need 2007/2008 Information a.s.a.p.
2	Reviewed Stop/Yield control	Provides Right-of-way control on local road network leading to major road	No Stop/Yield control required
		network.	_
3	Reviewed sidewalk network	Provides links from homes to school	No sections of sidewalk required
4	Major roads & traffic volumes	Elm Street (est. 10,000 aadt) Wilson Avenue (est. 7,000 aadt)	All students are encouraged to use the major roads and sidewalks to the school
6	All-Way Stop & Signal Controlled intersections	Traffic Signal at Eim Street / Wilson 	None.
6	Supervised crossing locations	There is a supervised safety patrol crossing at the intersection of Eirn Street / Wilson Ayenue	None.
7-7-	Unsupervised crossing locations	None	None
- 8	List required Stopping Restrictions in zona.	Wison Avenue	None.

#### Additional Considerations:

There are a number of other devices to consider for this school area. The following is an explanation of what has been considered and comments on their typical justifications.



A Community Safety Zone By-law and Regulatory signs are in place on Elm Street, Wilson Avenue and Glenbanner Street, whereby any traffic infractions within these zones would be double fined. Unfortunately, there is no data that supports the effectiveness of this zone in the Elmdale School area as being effective in reducing the vehicle speeds. The posted speed limit is currently 50 km/h on both roads.,





Rb-6 (internally illuminated) or Rb-6A (maximum speed when flashing) could be installed along the school frontage but experience has found that they are only effective with routine enforcement of the chosen speed limit reduction. Also, the installation and ongoing maintenance of the signs are prohibitive and are subject to routine failure and regular monitoring and re-timing of the time clock. There is no recent traffic study that supports a revision to the posted speed limit on Elm Street at this time.

## Financial Considerations

There are no effects on the Roads and Transportation budget as a result of the recommendations of this report.

#### Alternatives

Additional considerations at listed above
 No further alternatives at the considered at this time

Dave White, C. ech Spervisor of Roads and Transportation						
Environmental Services						
Reviewed By:Treasury	Env Ser	vices	Planning	City Clerk	- HR	Other

# <u>Area Map for Zone H – Elmdals Public School (Students J.K. to 6)</u>

