

AGENDA

REGULAR MEETING OF CITY COUNCIL

2007 06 11

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2007 05 28 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland

Resolved that the Agenda for the 2007 06 11 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Lee Skinner, Current Regional Representative, OSAID (Ontario Students Against Impaired Driving); Aimee Barton, 2007/2008 Alternate Regional Representative; and Jessica McCarthy, Sault Ste. Marie OSAID President will be in attendance concerning Proclamation - Sault Ste. Marie OSAID Week.
- (b) Carolyn Hepburn on behalf of the Bawating Cultural Circle will be in attendance concerning Proclamation - National Aboriginal Day.
- (c) Len Monico, Head Coach, Sault Steelers Football Team; Derek Orr and Mac Headrick, Players will be in attendance concerning Proclamation - Sault Steeler Reunion Weekend.
- (d) Jackie Fletcher, President Echoes Drum Festival of Sault Ste. Marie will be in attendance concerning the upcoming Festival being held June 21st to 23rd in Sault Ste. Marie.

4. (e) Jody Rebek, Managing Director Destiny Sault Ste. Marie will be in attendance concerning agenda item 6.(8)(a).
- (f) At 7:00 p.m., the following speakers will be in attendance concerning the request from Northern Retail Professionals Association to enact a by-law to require retail business establishments to close on December 26th Boxing Day. See agenda item 6.(5)(a). Note: There may be additional speakers added to the list after the distribution of this agenda.
- 1) David Poluck and two others on behalf of the Northern Retail Professionals Association
 - 2) Andy Martens
 - 3) Justin Tetreault
 - 4) Eric Mosker on behalf of Canadian Tire Store

PART ONE – CONSENT AGENDA

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

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that all the items listed under date 2007 06 11 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the City of Kawartha Lakes (concerning Canada Goose Problem); and the Township of Smith-Ennismore-Lakefield (concerning Requesting Provincial Control on Cosmetic Use of Pesticides) is attached for the information of Council.
- (c) Letters of request for temporary street closings are attached for the consideration of Council.
 - 1) on Doncaster Road in conjunction with a Street Gathering (August 11th)
 - 2) on downtown streets in conjunction with ROTARYFEST 2007 (July 21st) and also to request a by-law to prohibit vendors from locating near the grounds of Rotaryfest 2007
 - 3) on Queen Street in conjunction with the 2007 Sault Buskerfest (August 10th, 11th and 12th)The relevant by-laws 2007-106, 2007-107, 2007-115 and 2007-116 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (d) Several requests for Special Occasion Permit events at municipal facilities are attached for the consideration of Council.

5. (d) Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the following requests to hold Special Occasion permit events at municipal facilities on the stated dates and times be endorsed by City Council:
- 1) Rocky DiPietro Field:
Smack Daddy's Bar and Grill Sault Steelers Home Games
June 16 and 23, 2007 - 7:00 to 10:00 p.m.
July 7 and 21, 2007 - 7:00 to 10:00 p.m.
 - 2) Strathclair "A" Field:
Smack Daddy's Bar and Grill Slow Pitch Ontario Tournament
June 23 and 24, 2007 - 11:00 a.m. to 7:00 p.m.
July 21 and 22, 2007 - 11:00 a.m. to 7:00 p.m.
August 17, 18 and 19 - 11:00 a.m. to 7:00 p.m.
 - 3) Roberta Bondar Pavilion:
Sault Jazz and Blues Festival International
June 29 - 7:00 p.m. to 12:00 midnight
June 30 - 12:00 noon to 12:00 midnight
 - 4) Roberta Bondar Pavilion:
Smack Daddy's Bar and Grill/Sault Steelers Alumni Committee
35th Anniversary Steelers
June 22 - 7:00 p.m. to 1:00 a.m.
- (e) A letter from the Bawating Cultural Circle of Sault Ste. Marie requesting that Council waive fees for use of Clergue Park and Bondar Pavilion is attached for the information of Council.
- Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the letter from the Bawating Cultural Circle dated 2007 06 04 in which Council is requested to waive costs associated with the Bawating Cultural Centre's use of Clergue Park and Bondar Park during the Echoes Drum Festival being held in June 2007 BE REFERRED to the Finance Department and the Finance Committee for consideration under the City's Financial Assistance Policy and report back to Council.
- (f) Correspondence from the Mayor of Yingkou Municipal People's Government China (concerning an invitation to Mayor Rowswell and delegation to visit this city in China) is attached for the information of Council.

5. (g) Correspondence from (1) the Office of the Minister of Transport (in response to a Council resolution concerning ACR passenger rail services); (2) COMRIF (concerning the Sault Ste. Marie COMRIF Asset Management Program (AMP) funding agreement. Note: The relevant By-law 2007-108 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.); and (3) Prime Minister of Canada' speech on June 1st at the FCM Conference in Calgary is attached for the information of Council.

(h) **Council Travel**

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland

Resolved that Councillor Lou Turco be authorized to travel to an AMO President's Meeting being held in London, Ontario (3 days in June) at an estimated cost of \$1,000.00 to the City.

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland

Resolved that Councillor James Caicco be authorized to travel to Toronto (two days in July) to attend a meeting concerning the Sault Ste. Marie Air Services Proposal Initiative at an estimated cost of \$1,300.00 to the City.

(i) **Staff Travel Requests**

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

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 06 11 be approved as requested.

(j) **Tender for Pulverizing Existing Road Surfaces**

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

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2007 06 11 be endorsed and that the tender for the Pulverizing of Existing Road Surfaces, required by the Public Works and Transportation Department be awarded as recommended.

(k) **Tender for Ten (1)) Tempered Glass Transit Shelters**

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

5. (k) Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report of the Manager of Purchasing dated 2007 06 11 be endorsed and that the tender for the supply and delivery of Ten (10) Tempered Glass Transit Shelters, required by the Transit Division of the Public Works and Transportation Department be awarded as recommended.
- (l) **Proposal for Box Office Ticketing System**
A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Manager of Purchasing dated 2007 06 11 be endorsed and that the proposal for the supply and setup of a Box Office Ticketing System Solution, required by the Community Services Department be accepted as recommended.
- (m) **Tender for One (1) 7-Passenger Mini-Van**
A report of the Manager of Purchasing is attached for the consideration of Council.

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report of the Manager of Purchasing dated 2007 06 11 be endorsed and that the tender for the purchase of One (1) 7-Passenger Mini-Van, required by the Transit Division of the Public Works and Transportation Department be awarded as recommended.
- (n) **Property Tax Appeals**
A report of the City Tax Collector is attached for the consideration of Council.

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2007 06 11 be approved and the tax records be amended accordingly.
- (o) **Registration of Tax Arrears Certificate and Sale**
A report of the City Tax Collector is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the City Tax Collector be accepted to commence Tax Sale Proceedings in accordance with the report.

5. (p) **Echoes Drum Festival Request for Financial Assistance**
A report of the Manager of Finance and Audits is attached for the consideration of Council. This is in response to a Council resolution dated 2007 05 28. **Note:** The Echoes Drum Festival has withdrawn its request for waiving costs associated with use of Clergue Park and Bondar Park. See attached e-mail.
- Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
- Resolved that the report of the Manager of Finance and Audits dated 2007 06 04 concerning Echoes Drum Festival Request for Financial Assistance be accepted and the recommendation that the request for additional financial assistance by the Echoes Drum Festival be denied.
- (q) **Soo Thunder Birds Hockey Club Request for Financial Assistance**
A report of the Commissioner of Community Services is attached for the consideration of Council. **Note:** A representative of the Soo Thunderbirds Executive may be in attendance concerning this item.
- Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
- Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning Soo Thunderbirds Hockey Club Request for Financial Assistance be accepted and the recommendation of the Parks and Recreation Advisory Committee that the request of the Soo Thunderbirds Hockey Club for a reprieve of the 2005/06 and 2006/07 ice rental fee in the amount of approximately \$24,500.00 be denied; and
- Further that the Club be given until June 30, 2007 to pay their outstanding invoice or submit a payment plan that is acceptable to the City, and failing this, the ice time will revert back to the Community Centres Division for re-allocation be approved.
- (r) **City Men's Hockey League - Request for Forgiveness of Debt**
A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
- Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning City Men's Hockey League - Request for Forgiveness of Debt be accepted and the recommendation that the request for forgiveness of outstanding debt for ice rental at various city arenas in the amount of \$8,625.08 BE REFERRED to the Parks and Recreation Advisory Committee for review and report back to Council with a recommendation be approved.

5. (s) **Seniors Drop-In Centre - HVAC System Replacement**
A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning Seniors Drop-In Centre - HVAC System Replacement be accepted and the recommendation that Council authorize staff to tender for the replacement of the HVAC unit at the Seniors Drop-In Centre at the estimated cost of between \$20,000.00 and \$25,000.00 with funds to come from the Unforeseen Expense Account be approved.

- (t) **Steelback Centre Operational Review**
A report of the Commissioner of Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2007 02 26.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland

Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning Steelback Centre Operational Review be accepted as information.

- (u) **Sports and Entertainment Centre Steering Committee - Dissolution**
A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco

Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning Sports and Entertainment Centre Steering Committee - Dissolution be accepted and the recommendation of the Committee to Council that the Sports and Entertainment Centre Steering Committee BE DISSOLVED as it has completed its task of overseeing the implementation of the Steelback Centre; and

Further that a small working group consisting of Councillor James Caicco, the Commissioner of Finance, the Commissioner of Community Services and the Manager of Community Centres be established to oversee the remaining outstanding items be approved.

- (v) **Video Scoreboard - Steelback Centre**
A report of the Commissioner of Community Services is attached for the consideration of Council.

5. (v) Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Community Services dated 2007 06 11 concerning Video Scoreboard - Steelback Centre be accepted and the recommendation that Council approve the single sourcing of the video board components necessary to provide live coverage and video replay at the Steelback Centre to Hamilton Digital Display in the amount of \$104,365.00; and Further that the agreement with the Soo Greyhounds regarding the arrangement of payment of the video board through the Sponsorship Revenue be extended by three years to a total of ten years with the revenue going to pay off the purchase of the video board components be approved.
- (w) **Contract 2007-5E - Miscellaneous Asphalt Repaving**
A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-law 2007-112 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (x) **Contract 2007-6E - Lyons Avenue Resurfacing (Wellington Street West to Korah Road)**
A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-law 2007-109 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (y) **West End Bridges - Load Restrictions - Contract 2007-10E**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-laws 2007-110 and 2007-111 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (z) **Suite Holder Agreements - Steelback Centre**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2007-113 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (aa) **Proposed Sale of Landlocked Property on People's Road to the Abutting Owners on St. Patrick's Street**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-117 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (bb) **Demolition of City-Owned House at 641 Old Garden River Road**
A report of the City Solicitor is attached for the consideration of Council.

5. (bb) Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report of the City Solicitor dated 2007 06 11 concerning Demolition of City-Owned House at 641 Old Garden River Road be accepted and the recommendation that tenders be called and the house be demolished be approved.
- (cc) **Insurance Renewal for June 1, 2007 to May 31, 2008**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor F. Manzo
Seconder - Councillor S. Butland
Resolved that the report of the City Solicitor dated 2007 06 11 concerning Insurance Renewal for June 1, 2007 to May 31, 2008 be accepted and the recommendation that the City place its coverage with Algoma Insurance and Frank Cowan Company Limited for the policy period starting June 1, 2007 be approved.
- (dd) **2007 Sidewalk and Curb Repair Programs**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor J. Caicco
Resolved that the report of the Commissioner of Public Works and Transportation dated 2007 06 11 concerning the 2007 Sidewalk and Curb Repair Programs be accepted as information.
- (ee) **Grub Outbreak - Municipal Grassed Areas**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover - Councillor O. Grandinetti
Seconder - Councillor S. Butland
Resolved that the report of the Commissioner of Public Works and Transportation dated 2007 06 11 concerning Grub Outbreak - Municipal Grassed Areas be accepted as information.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (5) **LEGAL**
- (a) **December 26th Boxing Day - Request from the Northern Retail Professionals Association to Close Retail Business Establishments**
A Notice of Public Meeting, reports of the City Solicitor dated 2007 01 15 and 2007 02 12 and a letter from the Northern Retail Professionals Association dated 2007 05 10 all of which have been previously provided to Council are attached for the reference and information of Council. Also attached is correspondence from interested individuals or groups concerning this matter on the agenda for the consideration of Council. The direction of Council is requested.
6. (8) **BOARDS AND COMMITTEES**
- (a) **Destiny Sault Ste. Marie Progress Report Dated May 2007**
A report of Destiny Sault Ste. Marie is provided under separate cover for Council.

Mover - Councillor F. Manzo
Seconder - Councillor J. Caicco
Resolved that the report entitled Destiny Sault Ste. Marie Progress Report dated May 2007 be accepted by Council as information.
7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
- (a) The following Notice of Motion was read at the 2007 05 28 Council Meeting and is now being presented for the consideration of Council.

Mover - Councillor S. Myers
Seconder - Councillor P. Mick
Whereas area residents have raised a concern regarding the safety of pedestrians crossing Queen Street at Lake Street in order to enter Bellevue Park; and
Whereas the park is a premier community venue and we want to maximize access in a safe and easy manner to all citizens; and
Whereas in 2001 a report was done on this matter; and
Whereas it is time to re-visit this matter, a study of possible solutions from the appropriate staff through Public Works is requested with a report back prior to June 30, 2007.

7. (b) The following Notice of Motion was read at the 2007 05 28 Council Meeting and is now being presented for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor S. Myers

Whereas many of the City of Sault Ste. Marie's City Council have received significant input from various people regarding the train at Bellevue Park via emails, phone calls, one on one conversations and facebook;

Now therefore be it resolved that Councillors be requested to forward relevant correspondence and input to the Parks Division for review.

- (c) Mover - Councillor S. Myers
Seconder - Councillor L. Turco

Whereas the recent skyrocketing increase of gas prices has taken a jump within Sault Ste. Marie of about ten cents per litre; and

Whereas this appears to be one of the highest per litre costs for gas in the province; and

Whereas it still seems to be an unknown as to why gas per litre in Eastern Ontario and Southwestern Ontario is averaging \$.15 per litre less than in Sault Ste. Marie and other northern cities; and

Whereas we are approaching the summer tourist season when traditionally Sault Ste. Marie and many Ontario cities benefit economically from increased automobile tourist arrivals and these high prices in Sault Ste. Marie and from northern cities may deter such tourism and hurt our economy for the coming season;

Therefore be it resolved that a letter be sent to AMO and FONOM calling for an immediate strong lobbying effort to all M.P.P.'s demanding an action plan to address this inequitable situation within the province; and

Further be it resolved that such letter be copied along with this resolution to Sault Ste. Marie and Algoma M.P.P.'s.

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

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

AGREEMENT

- (a) 2007-108 A by-law to authorize an agreement with the Ministry of Agriculture, Food and Rural Affairs to take part in the Canada-Ontario Municipal Rural Infrastructure Fund Asset Management

10. (a) Program.
A letter from COMRIF is on the agenda.
- (b) 2007-109 A by-law to authorize an agreement with the City and Pioneer Construction Inc. (2007-6E) for the resurfacing of Lyons Avenue from Wellington Street West to Korah Road.
A report from the Design & Construction Engineer is on the agenda.
- (c) 2007-110 A by-law to authorize an agreement with the City and Avery Construction Limited (2007-10E) for repair of Municipal Bridges No. 14, 15 and 16 on Base Line.
A report from the Design & Construction Engineer is on the agenda.
- (d) 2007-112 A by-law to authorize an agreement with the City and Pioneer Construction Inc. (2007-5E) for asphalt resurfacing at various locations throughout the City.
A report from the Design & Construction Engineer is on the agenda.
- (e) 2007-113 A by-law to delegate to the Manager of Community Centres & Marine Facilities certain powers under Section 227 of the Municipal Act to enter into suite holder agreements at the Steelback Centre.
A report from the Assistant City Solicitor is on the agenda.

LICENSING

- (f) 2007-115 A by-law to prohibit vendors from locating near the grounds of Rotaryfest 2007.
A letter from the Rotary Club of Sault Ste. Marie is on the agenda.

PROPERTY SALE

- (g) 2007-117 A by-law to authorize the sale of landlocked property on People's Road to the abutting owners of 239 and 243 St. Patrick Street.

10. (g) A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

- (h) 2007-106 A by-law to permit the temporary street closing of Queen Street East from East Street to Brock Street for certain periods of time on August 10th, 11th and 12th to facilitate the 2007 Buskerfest.
A letter from the Sault Youth Council is on the agenda.
- (i) 2007-107 A by-law to permit the temporary street closing of Doncaster Road to facilitate a street gathering on August 11th, 2007 from the hours of 12 noon to 12 midnight.
A letter from area resident Carlo Bruni is on the agenda.
- (j) 2007-111 A by-law to authorize the temporary closure of Base Line between Carpin Beach Road to Airport Road from June 12th to August 31st to allow for repairs and maintenance to Municipal Bridges No. 14, 15 and 16.
A report from the Design and Construction Engineer is on the agenda.
- (k) 2007-116 A by-law to permit the temporary street closing of various streets to facilitate Rotaryfest 2007 on July 21, 2007.
A letter from the Rotary Club of Sault Ste. Marie is on the agenda.

ZONING

- (l) 2007-105 A by-law to amend Zoning By-law 2005-150.

By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority.

LOCAL IMPROVEMENT

- (m) 2007-114 A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement of Pilgrim Street from Herrick Street to Towers Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03.

10. (m) A report from the Design & Construction Engineer is attached to the by-law.

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor F. Manzo

Seconder - Councillor S. Butland

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2007 05 28

4:30 P.M.

COUNCIL CHAMBERS

PRESENT: Mayor J. Rowswell, Councillors J. Caicco, L. Turco, B. Hayes, D. Celetti, O. Grandinetti, S. Myers, L. Tridico, F. Fata, S. Butland, F. Manzo, P. Mick

ABSENT: Councillor T. Sheehan

OFFICIALS: J. Fratesi, D. Irving, B. Freiburger, J. Dolcetti, D. McConnell, L. Rosso, R. Tyczinski, N. Apostle, P. Liepa, P. McAuley, D. Elliott, L. Bottos, B. Strapp

1. ADOPTION OF MINUTES

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2007 05 14 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that the Agenda for the 2007 05 28 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Ann Marie McPhee, Chair Accessibility Advisory Committee was in attendance concerning Proclamation - National Access Awareness Week.
- (b) Mary Ann Amadio, Co-Chair Local Amnesty International Chapter was in attendance concerning Proclamation – Amnesty International.

4. (c) Agnes McCarthy on behalf of the Algoma Conservatory of Music Advanced Choir and Choir members were in attendance to report on their recent trip to Italy and to thank Council for its support.
- (d) Dr. Janice Willett on behalf of the Healthcare Solutions Group was in attendance concerning agenda item 5(b).
- (e) Tania Hazlett and Kristy Eagleson on behalf of Take Heart Algoma were in attendance concerning agenda item 5(c).
- (f) Susan Milne and Lorie Park on behalf of the Sault Ste. Marie Communities in Bloom Committee were in attendance concerning agenda item 5(w).
- (g) Ken Coulter, Executive Director, Community Quality Improvement was in attendance concerning agenda item 6(8)(a).
- (h) Philip Garforth of Legacy Quest was in attendance with a verbal update on the Gateway/Borealis Project.
- (i) Jo Tom Sayers on behalf of Batchawana First Nation was in attendance concerning proposed development plans for Whitefish and St. Marys Islands.

PART ONE – CONSENT AGENDA

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

Moved by Councillor F. Fata
Seconded by Councillor S. Myers

Resolved that all the items listed under date 2007 05 28 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) The letter from the Accessibility Advisory Committee concerning National Access Awareness Week in Canada was received by Council.
- (b) The letter from Health Care Solutions Group (HCSG) requesting \$30,000.00 in municipal funding from the Physician Recruitment Committee budget was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Whereas the Sault Ste. Marie Health Care Solutions Group (HCSG) is a local initiative led by healthcare providers, senior staff from major healthcare institutions and concerned and interested community members; and

5. (b) Whereas the purpose of the group is to provide a united and collaborative voice with a focus on solving health care problems in the City of Sault Ste. Marie and in the District of Algoma; and
Whereas the ultimate goal of HCSG is to ensure that local residents receive "the right care in the right place at the right time by the right person"; and
Whereas thousands of volunteer hours have been provided by many individuals in laying the groundwork for establishing priorities, through extensive healthcare provider and community consultation; and
Whereas this important initiative has been brought to a point where further resources are required to successfully capitalize on the opportunity that has been created; and
Whereas resolutions of support for the vital role that the Sault Ste. Marie Healthcare Solutions Group plays in the coordination and planning of healthcare for the future in our community were passed by City Council on July 10, 2006 (see attached) and by the Physician Recruitment and Retention Committee on March 14, 2007 (see attached);
Now therefore be it resolved that City Council approves the request for one-time funding in the amount of \$30,000.00 for the Sault Ste. Marie Healthcare Solutions Group to implement the action plan as set out in their submission and request to City Council dated May 8, 2007 and that said funds be allocated from the current balance of un-allocated funds remaining in the Physician Recruitment and Retention reserve account. CARRIED.
- (c) Correspondence concerning the Take Heart Algoma Municipal Pedestrian Charter was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Whereas physical activity helps reduce the risk of developing cardiovascular disease, type 2 diabetes, certain forms of cancer, osteoporosis and helps promote a healthy weight; and

Whereas walking is a basic human need, a method of active transportation and a beneficial way to be physically active; and

Whereas the 2004 Chief Medical Officer of Health Report, Healthy Weights, Healthy Lives and the February 2005 Canadian Institute for Health Information Report: "Improving the Health of Canadians: Promoting Healthy Weights". both recommend the creation of local environments that promote healthy weights such as reducing barriers to physical activity and providing safe walking routes; and

Whereas Take Heart Algoma Coalition and Algoma Public Health identifies physical activity and healthy lifestyles as a priority and identifies the creation of pedestrian friendly communities and removal and reduction of barriers to physical activity through improving infrastructure in support of pedestrians are key approaches; and

5. (c) Whereas a Pedestrian Charter is a document that would serve as a reminder to community decision-makers and community members of the health, economic and environmental benefits of walking; and
Whereas the World Health Organization identifies that physical inactivity is not merely about individual behaviour and recommends that local governments and municipalities act by developing local legislation and policy to support physical activity;
Therefore be it resolved that the City of Sault Ste. Marie endorse the Pedestrian Charter of the Algoma Take Heart Coalition and Algoma Public Health; and
Further that the City of Sault Ste. Marie urges all municipal councils within the Algoma District catchment area to officially endorse the pedestrian charter and undertake supportive actions. CARRIED.
- (d) The letter from the Northern Retail Professionals Association requesting a Council meeting date and time to address Council concerning a request to close retail stores on December 26th (Boxing Day) was received by Council.

Moved by Councillor F. Manzo
Seconded by Councillor S. Myers

Whereas City Council has received a request from the Northern Retail Professionals Association to require retail business establishments to be closed on December 26th Boxing Day; and
Whereas it is City Council's intention to consider the matter of enacting a bylaw to require retail business establishments to close on December 26th Boxing Day; and

Whereas it is City Council's intention to hear and consider input from both citizens, retail businesses and any other interested parties on this matter;
Now therefore be it resolved that Council directs the City Clerk to give Public Notice that this matter will be considered by City Council at its JUNE 11, 2007 regular meeting commencing at 7:00 p.m. or thereafter. CARRIED.

Councillor L. Tridico declared a pecuniary interest - wholesale/retail distributor.

Councillor F. Fata declared a pecuniary interest - spouse employed in retail sector.

- (e) The letter from the Secretary Echoes Drum Festival of Sault Ste. Marie requesting that Council waive costs associated with the use of Clergue Park and the Bondar Pavilion during the festival events was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers

Resolved that the letter from the Echoes Drum Festival of Sault Ste. Marie dated 2007 05 29 in which Council is requested to waive costs associated with the use of Clergue Park and Bondar Park BE REFERRED to the Finance Committee and other appropriate staff for review and report back to Council at the June 11, 2007 Council Meeting. CARRIED.

5. (f) Correspondence from AMO was received by Council.
- (g) Correspondence from the Great Lakes and St. Lawrence Cities Initiative (concerning Water Conservation Framework); the letter from the Minister of Transportation (concerning municipal assets management plans); and the letter from the Ministers of Public Infrastructure Renewal and Northern Development and Mines (concerning the Places to Grow Act – a Growth Plan for Northern Ontario) was received by Council.

Moved by Councillor P. Mick

Seconded by Councillor F. Manzo

Whereas the Great Lakes, including Superior, Michigan, Huron, Erie and Ontario, the St. Lawrence River, and the connecting channels form the largest surface fresh water system on earth; and

Whereas the waters of the Great Lakes and St. Lawrence River basin are a shared public treasure; and

Whereas the Great Lakes and St. Lawrence basin includes significant portions of two Canadian provinces – Ontario and Quebec – and eight states, including Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania, and Wisconsin; and

Whereas over 40 million people inhabit the Basin, representing one-tenth of the US population and one-quarter of the Canadian population; and

Whereas only one percent of the water in the Great Lakes is renewed each year; and

Whereas the health and well-being of the region, its people and future generations depend heavily on the integrity of the resource; and

Whereas it is understood that sustaining accessible and adequate water supplies are essential to the people and economies of the cities within the Basin; and

Whereas cities must act to ensure the protection and conservation of the waters and water dependent natural resources of the Basin for future generations; and

Whereas effective water conservation and water stewardship involve a municipal commitment to best management practices and effective public outreach tools; and

Whereas a conservation strategy outlining what constitutes responsible water planning, use and management would reinforce the municipal commitment to conservation; and

Whereas the Great Lakes and St. Lawrence Cities Initiative has developed a Water Conservation Framework for municipal water conservation and stewardship that embodies this strategy, which Framework assists in the dissemination of best management practices and tools and allows participants the flexibility necessary to meet commitments in a way that reflects their individual community needs and circumstances, addressing differences in water sources, quality, quantity and usage; and

5. (g) Whereas by voluntarily signing on to the Great Lakes and St. Lawrence Cities Initiative Water Conservation Framework, municipalities indicate their intent to enhance the stewardship of the water resource within their jurisdictions; and Whereas the City of Sault Ste. Marie is committed to participating in the Great Lakes and St. Lawrence Cities Initiative Water Conservation Framework; and Whereas the City of Sault Ste. Marie has already achieved an 11 per cent reduction in total water usage below its 2000 water consumption levels; and Whereas the City of Sault Ste. Marie has invested significantly in new technologies in an effort to improve the quality of effluent released into the St. Marys River; and
- Whereas preliminary testing of effluent quality since completion of upgrades to Sault Ste. Marie's East End Wastewater Treatment Facility indicates that the quality of effluent being released into the St. Marys River is in fact superior to the quality of water in the river; and
- Whereas the City of Sault Ste. Marie is a proud and committed leader in water conservation and the improvement of water quality in the Great Lakes, as well as a steadfast friend of the Great Lakes;
- Now therefore be it resolved that the City of Sault Ste. Marie continue in its efforts to reduce water consumption, specifically to achieving at least a 15 per cent reduction in total water usage below year 2000 water consumption levels by the year 2015; and
- Further resolved that the City of Sault Ste. Marie will pass resolutions and enact by-laws, if necessary, to help implement the city's plan to achieve the target reduction. CARRIED.
- (h) The Outstanding Council Resolutions List dated May 24, 2007 was received by Council.
- (i) The survey concerning the position of Deputy Mayor undertaken by the Legal Department at the request of Mayor Rowswell was received by Council.
- (j) The letter from the Sault Ste. Marie Airport Development Corporation requesting an exemption to the noise bylaw for events scheduled during the summer at the Airport Fairgrounds was accepted by Council. The relevant by-law 2007-103 is listed under Item 10 of the Minutes.
- (k) The request for a temporary street closing on Lake Street south of Queen Street in conjunction with the 2007 Rotary North Dragon Boat Festival being held June 9th, 2007 was accepted by Council. The relevant by-law 2007-104 is listed under Item 10 of the Minutes.
- (l) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

5. (l) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 05 28 be approved as requested. CARRIED.
- (m) **Tender for RS2 Emulsified Asphalt & M.T.O. Prime**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the Report of the Manager of Purchasing, dated May 28, 2007, be endorsed and that the tenders to supply and deliver RS2 Emulsified Asphalt and M.T.O. Prime required for our road surfacing program during the 2007 construction season, required by the Public Works & Transportation Department, be awarded as recommended. CARRIED.
- (n) **Tender for Ready-Mix Concrete**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Manager of Purchasing dated 2007 05 28 be endorsed and that the tender for the supply and delivery of Ready-Mix Concrete, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED.
- (o) **Trans-Cab Pilot Project for Passengers In A Currently Non Serviced Area**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the Report of the Manager of Purchasing, dated May 28th, 2007, be endorsed and that the tender to provide Trans-Cab Service For The Pilot Project For Passengers In A Currently Non-Serviced Area, as required by the Transit Division, Public Works and Transportation Department, be awarded as recommended. CARRIED.

Mayor Rowswell declared a pecuniary interest - RBB Innovations Ltd. (owned by Checker Cab) is a computer supplier for engineering firm.
- (p) **Tender for Asphaltic Concrete**
The report of the Manager of Purchasing was accepted by Council.

5. (p) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the Report of the Manager of Purchasing, dated May 28, 2007, be endorsed and that the tenders to supply Asphaltic Concrete Products required during the 2007 construction season, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED.
- (q) **Vacant Unit Tax Rebate Program Commercial and Industrial Properties**
The report of the City Tax Collector was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that pursuant to Section 364 of the Municipal Act, 2001, the adjustments, under the vacant unit tax rebate program, for tax accounts outlined on the City Tax Collector's report of 2007 05 28 be approved and the tax records be amended accordingly. CARRIED.
- (r) **2007 Final Tax Billing**
The report of the City Tax Collector was accepted by Council. The relevant By-law 2007-101 is listed under Item 10 of the Minutes.
- (s) **2006 Financial Statements**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 05 28 be accepted and the 2006 Consolidated Financial Statements be approved. CARRIED.
- (t) **Accreditation Of City Coat Of Arms By The Canadian Heraldic Authority**
The report of the Corporate Affairs Officer was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Corporate Affairs Officer dated 2007 05 28 concerning Accreditation of City Coat of Arms by the Canadian Heraldic Authority be accepted and the recommendation that Council continue to support the process of obtaining an accredited municipal coat of arms; and further that two members of Council participate on a committee to further advance this initiative, be approved. CARRIED.
- (u) **Request from Sault Moose Lodge Housing Corporation for Return of Property Conveyed to City in 1989**
The report of the City Solicitor was accepted by Council.

5. (u) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the City Solicitor dated 2007 05 28 be accepted and that the Mayor and City Clerk be authorized to execute a transfer conveying part 4 on 1R 8258 to the Sault Moose Lodge Housing Corporation, or as directed by that Corporation. CARRIED.
- (v) **Maki Side Road – Half Load Restriction**
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-100 is listed under Item 10 of the Minutes.
- (w) **National Communities in Bloom Competition**
The report of the Supervisor Community Services Recreation and Culture Division was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Supervisor, Community Services Recreation and Culture dated 2007 05 28 concerning National Communities in Bloom Competition be accepted as information. CARRIED.
- (x) **Request for Financial Assistance for National/International Sports Competitions**
The report of the Supervisor, Community Services Recreation and Culture Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Supervisor Community Services Recreation and Culture dated 2007 05 28 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide \$200.00 grants each to Sault Ste. Marie North Stars 'AAA' Midget Hockey Team (2007 Telus Cup National Championship) and Jaden Cerasuolo (2007 Eastern Canadian Power Tumbling Championship) be approved. CARRIED.
- (y) **Wastewater Treatment Plants Management of Biosolids**
The report of the Director of Engineering Services was accepted by Council.

5. (y) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Director of Engineering Services dated 2007 04 16 concerning Wastewater Treatment Plants – Management of Biosolids be accepted and the recommendation to invite proposals to conduct a biosolids management/disposal study at a cost not to exceed \$50,000.00 with funding from the sewer surcharge account be approved. CARRIED.
- (z) **Contract 2007-8E Great Northern Road Resurfacing (Fifth Line to North City Limit)**
The report of the Design and Construction Engineer was accepted by Council. The relevant By-law 2007-102 is listed under Item 10 of the Minutes.
- (aa) **Waste Management Environmental Assessment – Regulation 101/07**
The report of the Land Development and Environmental Engineer was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Land Development and Environmental Engineer dated 2007 05 28 concerning Waste Management Environmental Assessment – Regulation 101/07 be accepted and the recommendation that Council accept this report as information only, with a followup report to be prepared by staff upon receipt of a response from the Ministry of the Environment with clarification as to whether Regulation 101/07 Section 10 applies to the City's Landfill – Long Term Solid Waste Disposal Environmental Assessment, be approved. CARRIED.
- (bb) **Civic Centre Traction Elevators**
The report of the Commissioner of Engineering and Planning was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Engineering and Planning dated 2007 05 28 concerning Civic Centre Traction Elevators be accepted and the recommendation that Council award the contract to Thyssen Krupp Elevator to provide and install one elevator in 2007 and that the second elevator await approval as part of the 2008 budget deliberations, be approved. CARRIED.
- (cc) **Swimming Pools**
The report of the Commissioner of Engineering and Planning was accepted by Council.

5. (cc) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Commissioner of Engineering and Planning dated 2007 05 28 concerning Swimming Pools be accepted as information. CARRIED.
- (dd) **Community Development Award**
The report of the Planning Division was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2007 05 28 concerning Community Development Award be accepted and the recommendation that Council honour Algoma University College with the 2007 Community Development Award for its continued efforts to expand and improve its campus in a manner which recognizes the architectural and historical significance of the original campus, be approved. CARRIED.
- (ee) **Extension of Water and Sanitary Sewer Services – Interim Policy**
The report of the Planning Division was accepted by Council.

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2007 05 28 concerning Extension of Water and Sanitary Sewer Services be accepted and the recommendation that Council approve an interim policy for the extension of municipal services as recommended in the report, and that this policy be included for consideration as part of an Official Plan Amendment to the City's Urban Settlement Area and Rural policies, be approved. CARRIED.
- (ff) **Replacement of Two Para Buses with Funding from the 2007 Ontario Bus Replacement Program and the Transit Capital Reserve**
The report of the Transit Manager, Public Works and Transportation was accepted by Council.

Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Transit Manager dated 2007 05 28 concerning Replacement of Two Para Buses with Funding from the 2007 Ontario Bus Replacement Program and the Transit Capital Reserve be accepted and the recommendation that Council approve staff to tender for the purchase of two Para Buses and that the projected vehicle replacement cost of \$200,000.00 be funded jointly from the Transit Capital Reserve (\$133,000.00) and the 2007 Ontario Bus Replacement Program (\$67,000.00) be approved. CARRIED.

5. (gg) **Use of Transit Capital Reserve for Transit Terminal Improvements**
The report of the Transit Manager, Public Works and Transportation was accepted by Council.
- Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that the report of the Transit Manager dated 2007 05 28 concerning Use of Transit Capital Reserve for Transit Terminal Improvements be accepted and the recommendation that Council authorize the expenditure of \$10,000.00 from the Transit Capital Reserve for Transit Terminal improvements for the purchase and installation of one automatic 42 inch sliding door (\$4,500.00) and one change machine (\$5,500.00) be approved. CARRIED.
- (hh) **Court Security Costs**
The report of the Chair Sault Ste. Marie Police Services Board was accepted by Council.
- Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that the report of the Chair Sault Ste. Marie Police Services Board dated 2007 04 27 concerning Court Security Costs be accepted and the recommendation that Sault Ste. Marie City Council support and endorse the stand taken by Sault Ste. Marie Police Services and York Regional Police Services concerning the continuing issue of escalating costs associated with court security; and
Further resolved that the Association of Municipalities of Ontario (AMO) be requested to assist municipalities in addressing this continuing issue by advocating for change to the Provincial government on behalf of all Ontario municipalities, be approved. CARRIED.
- (ii) **Council Travel**
- Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that Councillor Lou Turco be authorized to travel to an AMO Executive/MOU Meeting being held in Toronto (two days in June) at a cost of \$300.00 to the City. CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (8) BOARDS AND COMMITTEES

(a) Community Quality Improvement

The report of the Executive Director, Community Quality Improvement was accepted by Council.

Moved by Councillor D. Celetti

Seconded by Councillor S. Myers

Resolved that Council supports and endorses the efforts of the Community Quality Improvement group by recognizing CQI's role as a community facilitator for quality of life improvements bringing together all sectors in a continuous effort at identifying strengths and weaknesses and engaging stakeholders in creating positive change for all citizens of Sault Ste. Marie; and

Further that Council reconfirms its commitment to CQI through annual funding and access to municipal resources (i.e., the appointment of the municipal Manager of Quality Improvement to CQI's indicators selection committee), be approved. CARRIED.

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

(a) Moved by Councillor L. Tridico

Seconded by Councillor D. Celetti

Resolved that any travel requests made by the Mayor and Councillors for out-of-town business funded by the taxpayers be accompanied by information regarding the travel requests; and

Further be it resolved that upon their return, a detailed report must be submitted regarding the meeting; and

Further this report should outline the short and long term economic return to our community. OFFICIALLY READ NOT DEALT WITH. (TABLED TO A FUTURE MEETING AT THE REQUEST OF THE MOVER.)

(b) Moved by Councillor B. Hayes

Seconded by Councillor P. Mick

Whereas the recent budget and subsequent tax increase was approved by a majority of Council; and

Whereas a number of councillors did not support the tax increase and in fact suggested they would only be supportive of a 0% increase; and

Whereas no suggestions were given in terms of how to reduce expenditures by the approximately \$2,500,000.00 that would have been required to attain a 0% increase; and

7. (b) Whereas if the next 3 years are equal to this year in terms of assessment and Ontario Municipal Partnership Fund Grants and other funding sources and if the request for a 0% increase continues for the next 3 years the result will be a required reduction in expenses of a minimum of \$7,500,000.00;
Now therefore be it resolved that if a councillor in subsequent years votes in favour of a 0% tax increase that he/she is encouraged to provide some solutions for consideration by the rest of Council in terms of proposed expenditure reductions required in order to attain a 0% tax increase.
DEFEATED.

Recorded Vote

For: Councillors J. Caicco, L. Turco, B. Hayes, P. Mick

Against: Mayor J. Rowswell, Councillors D. Celetti, O. Grandinetti, L. Tridico, F. Fata, S. Butland, F. Manzo

Absent: Councillors S. Myers, T. Sheehan

(c) Moved by Councillor S. Butland
Seconded by Councillor L. Turco

Whereas it appears that Batchewana First Nation may receive title to St. Mary's Island; and

Whereas regardless of the nature of the development, it may have considerable impact on City operations and/or initiatives;

Be it resolved that Council endorses in principle the Batchewana First Nation developing a master plan for a potential tourism development on St. Mary's and Whitefish Islands. **CARRIED.**

(d) Notice of Motion

Mover Councillor S. Myers

Seconder Councillor P. Mick

Whereas area residents have raised a concern regarding the safety of pedestrians crossing Queen Street at Lake Street in order to enter Bellevue Park; and

Whereas the park is a premier community venue and we want to maximize access in a safe and easy manner to all citizens; and

Whereas in 2001 a report was done on this matter; and

Whereas it is time to re-visit this matter, a study of possible solutions from the appropriate staff through Public Works is requested with a report back prior to June 30, 2007.

7. (e) Notice of Motion

Mover Councillor T. Sheehan
Seconder Councillor S. Myers

Whereas many of the City of Sault Ste. Marie's City Council have received significant input from various people regarding the train at Bellevue Park via emails, phone calls, one on one conversations and facebook;

Now therefore be it resolved that Councillors be requested to forward relevant correspondence and input to the Parks Division for review.

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2007 05 28 be approved. CARRIED.

(a) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that By-law 2007-94 being a by-law to stop up, close and authorize the conveyance of a portion of the Nicholas Avenue road allowance in the Acciavatti Subdivision, Plan 55366 and shown as Part 1 on Plan 1R-11342 be read a third time and passed in Open Council this 28th day of May, 2007 after notice thereof had been published once a week for two consecutive weeks and after Council had met to hear every person who claims that his or her land will be prejudicially affected by the by-law and who had applied to be heard. CARRIED.

(b) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that By-law 2007-100 being a by-law to amend Schedule "M" of the Traffic By-law 77-200 (Maki Side Road) be read three times and passed in Open Council this 28th day of May, 2007. CARRIED.

(c) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers

Resolved that By-law 2007-101 being a by-law to provide for the adoption of recovery percentages for the 2007 taxation year be read three times and passed in Open Council this 28th day of May, 2007. CARRIED.

10. (d) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2007-102 being a by-law to authorize an agreement with the City and Ellwood Robinson Limited for the resurfacing of Great Northern Road (Fifth Line to North City Limit) be read three times and passed in Open Council this 28th day of May, 2007. CARRIED.
- (e) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2007-103 being a by-law to amend By-law 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for various events to be held at the Airport Fairgrounds be read three times and passed in Open Council this 28th day of May, 2007. CARRIED.
- (f) Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that By-law 2007-104 being a by-law to authorize the temporary closing of Lake Street (south of Queen Street) on June 9th, 2007 from 8:00 a.m. to 5:00 p.m. for the Rotary North Dragon Boat Festival be read three times and passed in Open Council this 28th day of May, 2007. CARRIED.

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

- (a) Moved by Councillor F. Fata
Seconded by Councillor S. Myers
Resolved that this Council shall now go into Caucus to discuss one personal matter about identifiable individuals; and one legal matter (solicitor-client privilege); and
Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus prior to the next meeting of Council to discuss the same matter(s). CARRIED.

Councillor S. Myers declared a pecuniary interest concerning one matter at the 2007 05 14 Council Caucus Meeting.

12. **ADJOURNMENT**

- Moved by Councillor D. Celetti
Seconded by Councillor S. Myers
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

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200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

FYI N°: 07-009

To the attention of the Clerk and Council
June 5, 2007

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Senior Policy Advisor
(416) 971-9856 ext 334

Transitioning Municipalities to the Electricity Market

As you may know, in April 2008 municipalities will no longer pay the regulated price for electricity. When the Regulated Price Plan (RPP) ceases to apply to municipalities, municipal organizations will pay the hourly market rate for electricity.

In preparation for the move to the hourly market by municipalities, the Independent Electricity System Operator (IESO) would like to help municipalities understand what this means for their operations.

To aid in this effort, AMO is working with the IESO to address municipalities' specific needs. The IESO will be developing information products for municipalities to increase awareness about the end of the RPP in the sector as well as offering workshops this autumn. Information offered will help Ontario municipalities to better manage their energy needs in the electricity market and to better and more quickly adapt to this new environment.

To ensure municipalities have the best information possible, IESO will be commissioning research to better understand information needs in the municipal sector. To do this, IESO's partner, Navigator Ltd., will be contacting several municipalities, asking them to participate in research (likely web based) and/or focus group exercises. The information gathered will be directly applied in creating focused products to ease the transition to the electricity market for municipalities in Ontario. If contacted, members are encouraged to participate.

Background

The IESO is a not-for-profit entity established by the government of Ontario to manage the province's power system so that Ontarians receive power when and where they need it. Their customer education programs provide:

- Information about how Ontario's electricity market works
- Tips on how to save money on electricity bills
- Resources to help make the most of energy investments

For more information about the IESO, visit their website at www.ieso.ca/business.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.



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Association of Municipalities of Ontario

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MEMBER COMMUNICATION

FYI N°: 07-008

To the attention of the Clerk and Council
June 1, 2007

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Senior Policy Advisor
(416) 971-9856 ext 334

The Ministry of Energy Announces Conservation Fund Renewal

The Ministry of Energy has renewed the Community Conservation Initiatives (CCI) fund for 2007/2008. Funding, doubled to \$1.5M this year, is available for local not-for-profit initiatives, including community group and municipal partnerships, which promote energy conservation.

The CCI program supports incorporated not-for-profit organizations that deliver innovative energy conservation initiatives to their local community. CCI is intended to help raise awareness about energy conservation, engage energy consumers to undertake conservation actions, and foster long-term behavioural change toward energy conservation. Priority is given to projects that enhance the capacity of individuals or communities to conserve — and/or promote small-scale ("behind the meter") renewable energy.

The 2006/2007 CCI program supported twenty-four projects in communities across Ontario, including eleven residential outreach projects, seven school-based projects and six renewable energy education projects.

The application deadline for the 2007/2008 CCI program is **June 29, 2007** and the maximum for individual projects is \$50,000. All projects supported by the CCI program must be completed by March 21, 2008.

For more information please visit:

<http://www.energy.gov.on.ca/index.cfm?fuseaction=conservation.community>

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.



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MEMBER COMMUNICATION

ALERT N°: 07/030

To the attention of the Clerk and Council
June 6, 2007

FOR MORE INFORMATION CONTACT:
Laurel McCosham, AMO Policy Advisor
(416) 971-9856 ext: 315

Rural Connections The Ontario Municipal Rural Broadband Partnership Program Is Now Accepting Applications

Issue:

The Government of Ontario announced today that it is now accepting applications for *Rural Connections ...The Ontario Municipal Rural Broadband Partnership Program*. The \$10 million program was announced in the 2007 Ontario Budget and is targeted toward rural municipalities in Southern Ontario that are in a high state of readiness to build and sustain broadband capability in their communities.

Background:

The program is a one-time initiative designed to reduce broadband infrastructure gaps in southern Ontario and is led by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), together with the Ministry of Government Services (MGS), and the Ministry of Small Business and Entrepreneurship (MSBE).

Rural municipalities in southern Ontario that meet the eligibility requirements can apply for provincial funding individually – or jointly with other municipalities through one lead applicant – for up to one-third of eligible approved projects costs to a maximum of \$1 million. Municipalities, telecommunication providers, and other private partners must contribute the balance of the project costs (up to two-thirds).

The one-time program requires that municipalities demonstrate that they are working in partnership with community stakeholders and other partners to develop and implement a plan from a county/regional perspective that is designed to reduce broadband gaps.

It is a time-limited initiative. To be selected for funding, applicants must demonstrate a readiness and ability to begin implementation and incur all project expenses by March 31, 2008.



Member Communication

Approved projects will be required to develop detailed business and technical plans, including the selection of a telecommunications service provider through an open and transparent tendering process. Selected projects will be assisted in preparing their business and technical plans through Local Support Teams (LSTs). Selected projects will begin infrastructure implementation as soon as possible and no later than October 15, 2007.

Selected projects will be required to also include a plan/approach for long-term sustainability that addresses such components as uptake and utilization of the new infrastructure by residents, businesses and the community at large.

The Province is inviting representatives of eligible municipalities in rural southern Ontario to attend one of three general information sessions that will occur across Ontario. Those sessions will provide:

- a general overview of the program
- requirements of the application process
- information regarding approaches to costing

Sessions will be held in the following communities:

Kingston

June 14, 2007

1:00 p.m. - 4:00 p.m.

Holiday Inn

Kingston – Waterfront, 2 Princess Street

Tel. 613-549-8400

Fax. 613-549-3508

Alliston

June 19, 2007

9:00 a.m. - 12:00 p.m.

Nottawasaga Inn Convention Centre & Golf Resort, 6015 Hwy 89

Tel. 416-364-5068 / 705-435-5501

Fax. 705-435-5840

Ingersoll

June 20, 2007

1:00 p.m. - 4:00 p.m.

Elm Hurst Inn & Country Spa

Hwy 401and Harris Street (former Plank Line Road)

Tel. 519-485-5321 ext.226 / 1-800-561-5321

Fax: 519-485-5513

Additional information is also available at www.ontario.ca/rural or, from the hotline by calling 1-888-588-4111.

This information is available in the Policy Issues section of the AMO website at www.amo.on.ca.

5(b)



The Corporation of the
City of Kawartha Lakes
P.O. Box 9000, 26 Francis St.,
Lindsay, Ontario K9V 5R8
Tel: (705) 324-9411 ext 266, 1 888-822-2225
Fax: (705) 324-8110
srichardson@city.kawarthalakes.on.ca

Sandra Richardson, Deputy Clerk

May 22, 2007

Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto ON M5H 3C6

Gentlemen:

Re: Canada Goose Problem

At a recent Council meeting of the City of Kawartha Lakes, the following resolution was adopted:

THAT the Provincial Government be requested to formulate a province-wide integrated goose management plan of action and any necessary funding to address the growing concern that municipalities with public waterfront green spaces and beaches have with respect to Canada Geese using such spaces and thereby impacting on the water quality and recreational use of these public spaces;
THAT a copy of this resolution be forwarded to AMO and other municipalities in Ontario to seek support; and
THAT a copy of this resolution be also forwarded to Natural Resources Canada, Wildlife Canada, the Canadian Food Inspection Agency, the Ministry of Environment, the Ministry of Health and Long-Term Care, the Ministry of Community and Social Services, the Ministry of Municipal Affairs and Housing and the Haliburton Kawartha Pineridge Health Unit, as well as MP Barry Devolin and MPP Laurie Scott.

We would ask that all municipalities be informed and that the Provincial Ministries formulate the requested plan.

If you have any questions regarding this matter please contact Kevin Williams, Director of Community Services at 1-888-882-2225, ext. 307, or Craig Shanks, Manager of Parks, Recreation and Culture at ext. 304

Yours truly,

Sandra Richardson, CMO
Deputy Clerk

c.c. Natural Resources Canada
 Wildlife Canada
 Canadian Food Inspection Agency
 Ministry of Environment
 Ministry of Health and Long-Term Care
 Ministry of Community and Social Services
 Ministry of Municipal Affairs and Housing
 Haliburton Kawartha Pineridge Health Unit
 Barry Devolin, MP
 Laurie Scott, MPP
 Jane Lunn, CAO
 Kevin Williams, Director of Community Services
 Craig Shanks, Manager, Parks, Recreation and Culture

The Township of Smith-Ennismore-Lakefield
P.O. Box 270, Bridgenorth, Ontario, K0L 1H0
www.smithennismorelakefield.on.ca

May 11, 2007

Dear Clerk & Council Members:

BY COUNCIL RESOLUTION NO. 2007 - 209 REQUESTING PROVINCIAL CONTROL ON COSMETIC USE PESTICIDES

On April 24th, 2007, the Township of Smith-Ennismore-Lakefield became the 22nd Municipality in Ontario and 127th in Canada to adopt a By-law restricting Cosmetic Use of Pesticides for non-agricultural lands.

By-law 2007 - 037 will come into force March 1, 2008 to allow time for retailers, commercial applicators, and golf courses to adjust their businesses and for homeowners to educate themselves concerning the By-law and non-pesticide techniques for their properties.

Although many municipalities across Canada have now passed By-laws and many more are considering By-laws, Quebec is the first province to have taken the lead on this issue by controlling, phasing-in and then banning a whole list of cosmetic use pesticides from the market. (www.mddep.gouv.qc.ca) Just as with smoking By-laws, which also dealt with a health issue, municipalities led the way with local By-laws but the situation became more uniform, fair and easier to enforce for all residents and businesses when the Province took up the cause and passed legislation.

Would your Municipality please join with our Township and others in Ontario to request that the Province of Ontario, as did Quebec, act on their responsibility of banning cosmetic use pesticides in the province? Please write to your local MPP, Provincial Minister of Health George Smitherman, Provincial Minister of the Environment Laurel Broten, the Premier of Ontario Dalton McGuinty, and your local Officer of Health, our MPP Jeff Leal and please copy us.

Please visit our Website: www.smithennismorelakefield.on.ca for back up documentation including our By-law, reports, sample letter and addresses.

Sincerely yours and on behalf of the Council for Smith-Ennismore-Lakefield
Lesley Parnell
Acting Deputy Clerk
lparnell@nexicom.net, 1-705-292-9507 Ext 226

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Carlo Bruni TELEPHONE: 942-5938

ADDRESS: 467 Doncaster Rd POSTAL CODE: P6C 5Y8

The above person hereby makes application for the closing of

DONCASTER RD

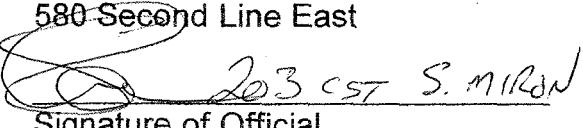
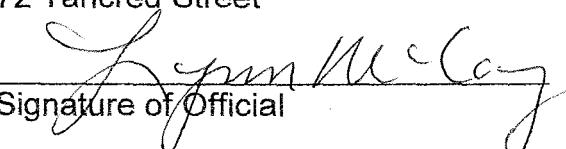
(Name of street to be closed)

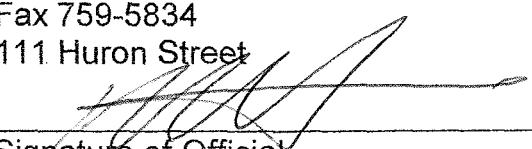
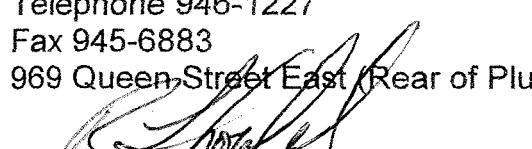
from 85 Nichol Ave to 403 Doncaster Rd
(reference points - street numbers, cross streets, etc.)

on the 11th day of August, 2007 from 12 am/pm to 12 am/pm

for the purpose of STREET GATHERING

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

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

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

Signature of Official
4. Transit/Parking
Telephone 759-5438/759-5320
Fax 759-5834
111 Huron Street

Signature of Official
5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

5(c)

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF""HE PROFITS MOST
WHO SERVES BEST"

CLUB 2776, DISTRICT 6290 ROTARY INTERNATIONAL

P.O. BOX 272

SAULT STE. MARIE, ONTARIO

CANADA P6A 5L8

TELEPHONE (705) 945-1279 ~ FAX (705) 945-5228

EMAIL: cboconnor@rotarysault.com ~ WEBSITE: www.rotarysault.com

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

1 June 2007

Dear Mayor Rowswell and Councilors,

The Rotary Club of Sault Ste. Marie would like to request the following pertaining to the operation of ROTARYFEST 2007 for July 19-21, 2007 and the 85th annual Rotary Community Day parade.

A) Road Closures:

1. Closure of Russ Ramsay Way, south of the entrance into the Senior Drop-In Centre Parking lot; Foster Drive, east of the Civic Centre south parking lot
 Hours: 7:00 am to 5:30 pm 21 July 2007
2. Closure of Queen St. East from Simpson St. to Gore St.
 Hours: 11:00 am to 1:00 pm 21 July 2007
3. Closure of Simpson St. from Wellington St. to Queen St. East
 Hours: 10:00 am to 12:00 noon 21 July 2007
4. At the City's discretion, partial closure of Queen St. East from Churchill Blvd. to Simpson St.
 Hours: 9:00 am to approximately 12:00 noon 21 July 2007

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

| | |
|-----------------|-------|
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| CITY CLERK | |
| JUN 01 2007 | |
| NO.: | 50648 |
| DIST.: | |

5(c)

Page 2

B) By-law (renewal of By-law 2006-137)

Control of what takes place on the festival grounds, adjacent sidewalks and streets during the operation of the festival, especially pertaining to vendors. Anyone wishing to sell or demonstrate products on the grounds must first receive permission to do so from the ROTARYFEST committee. A fee may apply. The exact delineation of the festival grounds to be determined by the club in conjunction with CSD.

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

Sincerely,



Carolyn Bunting O'Connor
Events Manager

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

Attachments: Temporary Street Closure – sign off forms

06/01/2007 11:39 705-945-5228

ROTARY SAULT

PAGE 02

05/28/2007 MON 09:19 FAX

002/002

5(c)

05/25/2007 16:39 705-945-5220

ROTARY SAULT

PAGE 02

05/25/2007 16:16 705-759-2810

CLERK'S DEPT SEMARIE

PAGE 02/02

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Rotary Club of SSM - Carolyn O'Chinn TELEPHONE: 945-1279
ADDRESS: 224 Queen St. Sault POSTAL CODE: P6A 1Y8

The above person hereby makes application for the closing of
See attached

(Name of street to be closed)

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

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

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

Jean St. Y3
Signature of Official

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

Signature of Official

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

Signature of Official

4. Transit/Parking
Telephone 759-5428/759-5220
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centres (C.A.C.C.)
Telephone 946-1227
Fax 946-6863
969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

06/01/2007 11:39 705-945-5228
06/28/2007 16:31 FAX 1 705 949 2341
05/25/2007 16:40 705-945-5228

ROTARY SAULT
SSM FIRE DEPT.
ROTARY SAULT

PAGE 03

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PAGE 02

05/26/2007 16:16 705-759-2310

CLERK'S DEPT SSMARIE

PAGE 02/02

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Rotary Club of SSM - Carolyn O'Chuar TELEPHONE: 945-1279
ADDRESS: 224 Queen St. SSM POSTAL CODE: P6A 1Y8

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

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

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

Signature of Official

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

Signature of Official

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

Signature of Official

4. Transit/Parking
Telephone 759-5438/759-5820
Fax 759-5834
111 Huron Street

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
908 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____

(date) (By-Law No.)

06/01/2007 11:39 705-945-5228

05/29/07 09:55 FAX 705 541 7010
05/25/2007 16:41 705-945-5228
05/25/2007 16:16 705-759-2318

ROTARY SAULT

CITY WORKS CENTER
ROTARY SAULT
CLERK'S DEPT SEMARIE

PAGE 04

002

PAGE 02

PAGE 02/02

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Rotary Club of SSM - Carolyn O'Chion TELEPHONE: 945-1279
ADDRESS: 224 Queen St. East POSTAL CODE: P6A 1Y8

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

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

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7346
Fax 759-7820
580 Second Line East

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

Signature of Official

Signature of Official

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

4. Transit/Parking
Telephone 759-6438/759-5320
Fax 759-5834
111 Huron Street

L. McNeil
Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 946-6893
969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

06/01/2007 11:39 705-945-5228
06/01/2007 FRI 11:45 FAX

ROTARY SAULT

PAGE 05
001/001

06/01/2007 11:17 705-945-5228

ROTARY SAULT

PAGE 03

05/25/2007 16:16 705-759-2818

CLERK'S DEPT 53MARIE

PAGE 02/02

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Rotary Club of SSM - Carolyn O'Chuar TELEPHONE: 945-1279
ADDRESS: 224 Queen St East POSTAL CODE: P6A 1Y8

The above person hereby makes application for the closing of
See attached

(Name of street to be closed)

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

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

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 549-3335/949-3387
Fax 949-2341
72 Tannery Street

Signature of Official

Signature of Official

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

4. Transit/Parking
Telephone 759-5439/759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

06/01/2007 11:39 705-945-5228
05/30/2007 09:16 FAX 1 705 945 6883
05/25/2007 16:44 705-945-5228
05/25/2007 16:16 705-759-2318

ROTARY SAULT
SAULT C.A.C.C.
ROTARY SAULT
CLERK'S DEPT SEMARIE

PAGE 06
001/001
PAGE 02
PAGE 02/02

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Rotary Club of SSM - Carolyn O'Chuar TELEPHONE: 945-1279
ADDRESS: 224 Queen St. East POSTAL CODE: P6A 1Y8

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

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

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3357
Fax 949-2341
72 Tandem Street

Signature of Official

Signature of Official

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

4. Transit/Parking
Telephone 759-5438/759-5320
Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6833
989 Queen Street East (Rear of Plummer Hospital)

Leoni Wark

Signature of Official

CITY CLERK SECTION:

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



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

5(c)

May 10, 2007

Donna P. Irving

City Clerk

Corporation of the City of Sault Ste. Marie
Level IV - Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5X6

Subject: 2007 Sault Buskerfest

Dear Donna Irving,

Subject: 2007 Sault Buskerfest

Dear Sir,

Please find enclosed a Temporary Street Closure Application for the 2007 Sault Buskerfest that we are planning for August 10 to 12, 2006. We have enclosed a map for your review of the proposed closure.

Last year was an amazing success and we had great participation from the community. The street closure will be used as the venue for this event and we plan to have six street performers entertaining passing audiences along Queen Street.

We trust the enclosed is adequate for you consideration and if there is anything else we can provide in support of our application you may reach Alvin Olar at 942-2612.

Sincerely,

A handwritten signature in black ink, appearing to read "Alvin E. Olar".

Alvin E. Olar
Chair
Sault Youth Council

Enclosure (2)

aeo

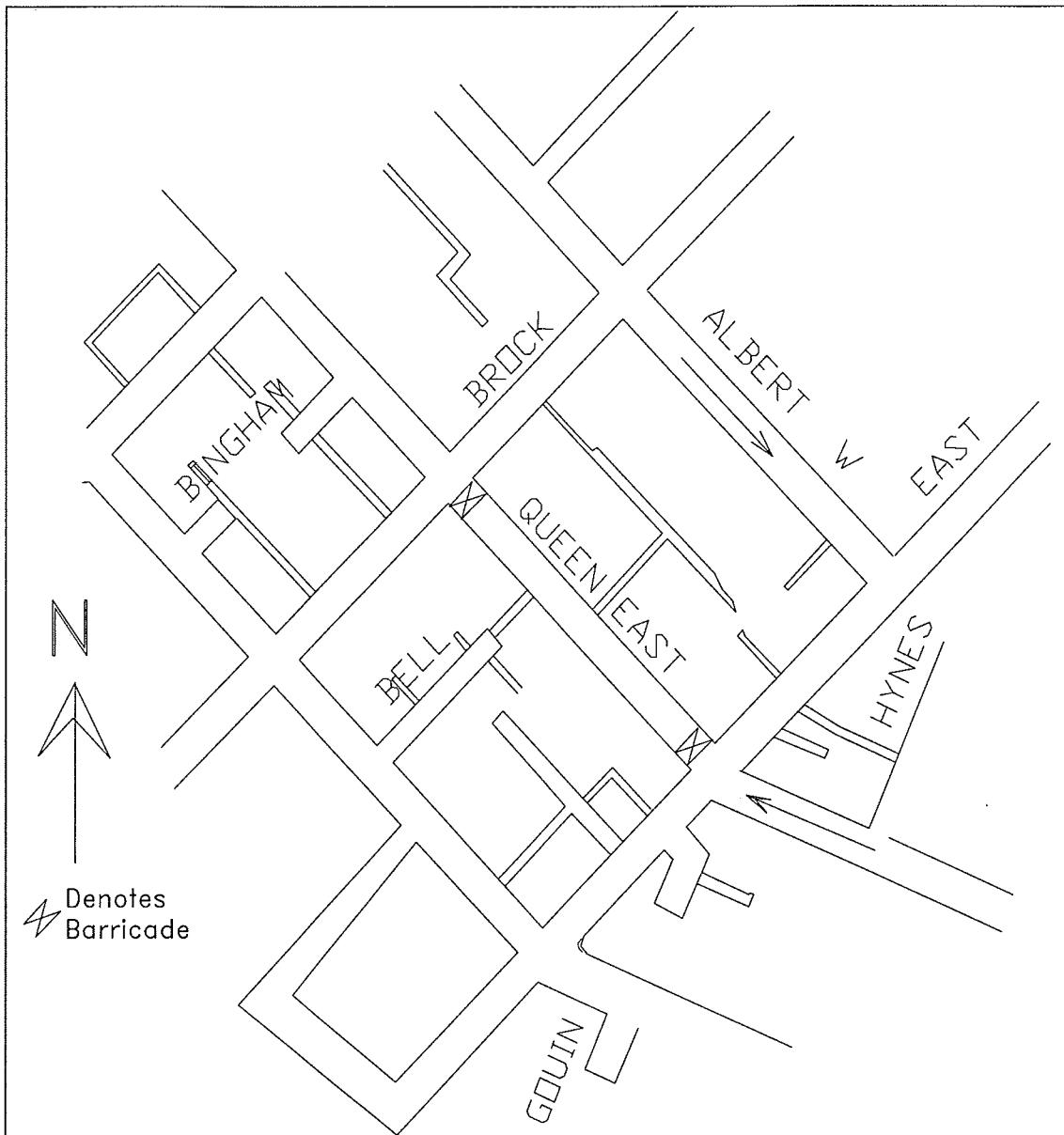
Sault Youth Council

Mission: The Sault Youth Council is committed to youth opportunities,
pride and voice in all aspects of community life.

| | |
|-------------------|-------|
| RECEIVED | |
| CITY CLERK | |
| MAY 25 2007 | |
| NO.: | 50641 |
| DIST.: | |

5(c)

May 10, 2007
Page 2



Map of Queen Street E. – Outlining Street Closure Request

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Alvin Olar FAX: 942-3642
 ADDRESS: 523 Wellington St. E. TELEPHONE: 942-2612
POSTAL CODE: PGA 2M4

The above person hereby makes application for the closing of
Queen St. E.

(Name of street to be closed)

from East. St. to Brock St.

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

on the 10 day of Aug, 2007 from _____ am/pm to _____ am/pm

Fri. Aug 10 3-11pm

Sat Aug 11 10am - 11pm

Sun Aug 12 10am - 7pm

for the purpose of 2007 Buskerfest

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 759-7348
 Fax 759-7820
 580 Second Line East



Signature of Official

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

Signature of Official

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

4. Transit/Parking
 Telephone 759-5438/759-5320
 Fax 759-4534
 111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
 Telephone 946-1227
 Fax 945-6883
 969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Alvin Olar TELEPHONE: 942-2612
Fax: 942-3642
ADDRESS: 523 Wellington St. E. POSTAL CODE: P6A 2M4

The above person hereby makes application for the closing of

Queen St. E.

(Name of street to be closed)

from East. St. to Brock St.

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

Fri. Aug 10 3-11pm

Sat Aug 11 10am - 11pm

Sun Aug 12 10am - 7pm

on the 10 day of Aug, 2007 from _____ am/pm to _____ am/pm

for the purpose of 2007 Buskerfest

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 759-7348
Fax 759-7820
580 Second Line East

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

Signature of Official

In Ry

Signature of Official

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

4. Transit/Parking
Telephone 759-5438/759-5320
Fax 759-4534
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
969 Queen Street East (Rear of Plummer Hospital)

Signature of Official

CITY CLERK SECTION:

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

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Alvin Olar TELEPHONE: 942-2612
Fax: 942-3642

ADDRESS: 523 Wellington St. E. POSTAL CODE: P6A 2M4

The above person hereby makes application for the closing of
Queen St. E.

(Name of street to be closed)

from East St. to Brock St.

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

Fri. Aug 10 3-11pm

Sat Aug 11 10am - 11pm

Sun Aug 12 10am - 7pm

on the 10 day of Aug, 2007 from _____ am/pm to _____ am/pm

for the purpose of 2007 Buskerfest

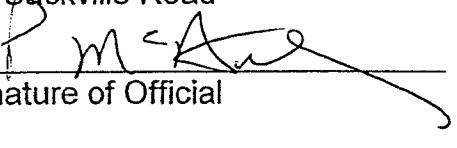
APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept. Telephone 759-7348 Fax 759-7820 580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS) Telephone 949-3335/949-3387 Fax 949-2341 72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|---|
| 3. Public Works & Transportation Dept. Telephone 541-7000 Fax 541-7010 128 Sackville Road | 4. Transit/Parking Telephone 759-5438/759-5320 Fax 759-4534 111 Huron Street |
|--|---|


Signature of Official

Signature of Official

- | | |
|--|--|
| 5. Central Ambulance Communication Centre (C.A.C.C.) Telephone 946-1227 Fax 945-6883 969 Queen Street East (Rear of Plummer Hospital) | |
|--|--|

Signature of Official

CITY CLERK SECTION:

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

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Alvin Olar Fax: 942-3642
TELEPHONE: 942-2612

ADDRESS: 523 Wellington St. E. POSTAL CODE: P6A 2M4

The above person hereby makes application for the closing of
Queen St. E.

(Name of street to be closed)

from East. St. to Brock St.

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

Fri. Aug 10 3-11pm

Sat Aug 11 10am - 11pm

Sun Aug 12 10am - 7pm

on the 10 day of Aug, 2007 from _____ am/pm to _____ am/pm

for the purpose of 2007 Bunkerfest

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept. Telephone 759-7348 Fax 759-7820 580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS) Telephone 949-3335/949-3387 Fax 949-2341 72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|---|
| 3. Public Works & Transportation Dept. Telephone 541-7000 Fax 541-7010 128 Sackville Road | 4. Transit/Parking Telephone 759-5438/759-5320 Fax 759-4534 111 Huron Street |
|--|---|

Signature of Official

Signature of Official

- | |
|--|
| 5. Central Ambulance Communication Centre (C.A.C.C.) Telephone 946-1227 Fax 945-6883 969 Queen Street East (Rear of Plummer Hospital) |
|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Alvin Olar TELEPHONE: 942-2612
Fax: 942-3642
ADDRESS: 523 Wellington St. E. POSTAL CODE: P6A 2M4

The above person hereby makes application for the closing of
Queen St. E.

(Name of street to be closed)

from East. St. to Brock St.

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

Fri. Aug 10 3-11pm

Sat Aug 11 10am - 11pm

Sun Aug 12 10am - 7pm

on the 10 day of Aug, 2007 from _____ am/pm to _____ am/pm

for the purpose of 2007 Buskerfest

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept. Telephone 759-7348 Fax 759-7820 580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS) Telephone 949-3335/949-3387 Fax 949-2341 72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|---|
| 3. Public Works & Transportation Dept. Telephone 541-7000 Fax 541-7010 128 Sackville Road | 4. Transit/Parking Telephone 759-5438/759-5320 Fax 759-4534 111 Huron Street |
|--|---|

Signature of Official

Signature of Official

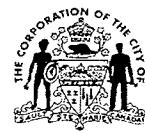
- | |
|--|
| 5. Central Ambulance Communication Centre (C.A.C.C.) Telephone 946-1227 Fax 945-6883 969 Queen Street East (Rear of Plummer Hospital) |
|--|


Signature of Official

CITY CLERK SECTION:

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

5(d)



PAGE 1 OF 2

APPENDIX B-2A

CITY OF SAULT SITE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of Group/Organization: SMACK DADDY'S BAR & GRILL

Name of Event: SAULT STEELERS HOME GAMES

Date(s) of Event: June 16th, July 7th, 2021 Site: Rocky DiPietro Field

Times of Event: 7pm - 10PM Location: Rocky DiPietro Field

Times of Beer Garden: 7pm - 10PM.

Angelo Brando

Name of Special Occasion Permit Holder

Bruce

Signature of Special Occasion Permit Holder

b Pretoria Hill 253-2282

Address of Permit Holder/Telephone

Bob Wilson

Name of Identified Designate

Rob Wd

Signature of Identified Designate

25 Panoramic Dr. 946-4362

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

Z Calmari

Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

K

Signature of Official

3. Algoma Health Unit
Environmental Health

Lindsay Nicholson

Signature of Official

4. Community Services Department
Recreation and Culture Division or
Community Centres & Marine Facilities Division

M Hefner

Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____
Date _____

C.S.D. Staff Representative _____
Signature _____

5(d)



PAGE 1 OF 2

APPENDIX B-2A

CITY OF SAULT SITE, MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of

Group/Organization: SMACK DADDY'S BAR & GRILL

Name of Event:

SLOW PITCH ONTARIO TOURNAMENTS

Date(s) of

Event: JUNE 29-30, July 21-22, Aug 17-18-19 Site: STRATHCLIFFE FIELD

Times of Event: 11 AM TO 7PM

Location: "A" FIELD

Times of Beer Garden:

11 AM TO 7PM

ANGELO BRAIDO

Name of Special Occasion Permit Holder

A Braido

Signature of Special Occasion Permit Holder

ROBERT WILSON

Name of Identified Designate

Rob Wilson

Signature of Identified Designate

6 PENTORA HILL 253-2282

Address of Permit Holder/Telephone

25 PANARAMIC 946 4362

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

P. Carlucci

Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

T. O. L.

Signature of Official

3. Algoma Health Unit
Environmental Health

Lindsay Nicholson

Signature of Official

4. Community Services Department
Recreation and Culture Division or
Community Centres & Marine Facilities Division

Mike Horwitz

Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____

Date _____

C.S.D. Staff Representative _____

Signature _____

5(d)



PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT SITE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of Group/Organization: Sault Jazz & Blues

Name of Event: THE SAULT JAZZ & BLUES FESTIVAL INTERNATIONAL

Date(s) of Event: JUNE 29 & 30, 2007 Site: ROBERTA BONDAR PAVILION

Times of Event: 7:00 PM to MIDNITE JUNE 29 Location: Roberta Bondar Pavilion
NOON TO MIDNITE JUNE 30

Times of Beer Garden: FRIDAY JUNE 29th, 7:00 PM to MIDNITE / SATURDAY JUNE 30th NOON TO 12:00 PM
WAYNE COOPER

Name of Special Occasion Permit Holder

Name of Identified Designate

Smash Daddy X

X Wayne Cooper

Signature of Special Occasion Permit Holder

Signature of Identified Designate

6 PIETRA AVE. 253-2282

258 FRONTENAC STREET 9419738

Address of Permit Holder/Telephone

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

E. Callahan

Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

B

Signature of Official

3. Algoma Health Unit
Environmental Health

Jennifer McLeod

Signature of Official

4. Community Services Department
Recreation and Culture Division or
Community Centres & Marine Facilities Division

D. Ballstad

Signature of Official

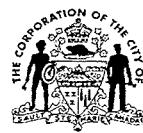
TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____
Date _____

C.S.D. Staff Representative _____
Signature _____

5(d)



PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT SITE. MARIE
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

APPROVALS

NOTE: All signatures of approval must be provided on one original form.

Name of Group/Organization: Smack Daddy's Bar & Grill / Sault Steelers Alumni Committee
Name of Event: 35th Anniversary Steelers
Date(s) of Event: June 22 / 07 Site: Roberta Bondar Pavilion
Times of Event: 7pm - 1AM Location: Roberta Bondar Pavilion
Times of Beer Garden: 7pm - 1AM.

Angelo Braido

Name of Special Occasion Permit Holder

Rosa

Signature of Special Occasion Permit Holder

6 Pretoria Hill 253-2282

Address of Permit Holder/Telephone

Bob Wilson
Name of Identified Designate

Bob W.

Signature of Identified Designate

25 Panoramic Dr. 946-4362

Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

R. Carter

Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

O. E.

Signature of Official

3. Algoma Health Unit
Environmental Health

Lindsay Nicholson

Signature of Official

4. Community Services Department
Recreation and Culture Division or
Community Centres & Marine Facilities Division

J. Ballantyne

Signature of Official

TO BE POSTED AT EVENT.

FOR OFFICE USE ONLY

City Council Approval Received on _____ Date _____

C.S.D. Staff Representative _____ Signature _____

Municipality of Sault Ste. Marie,
City Clerk's Office
City Hall

04 June 2007

Dear Ms. Irving

Representatives of the Bawating Cultural Circle of Sault Ste. Marie are seeking an opportunity to appear before City Council at its meeting of June 11, 2007.

The Bawating Cultural Circle is a non-profit volunteer committee of representatives from the local Native and non-Native community. Its goal is the preservation and promotion of Aboriginal, Métis and Inuit cultures through education and participatory cultural opportunities. Collectively this event will affect 25,000 plus Aboriginal People within the Sault Ste. Marie region. Notably, the Sault Tribe of Chippewa Indians and the Bay Mills Indian Community will also be part of the activities of the Festival in support of this objective.

Our wish is to inform City Council of the exciting plans for the Festival and the special dimensions associated with the participation of the Bawating Cultural Circle members and our Michigan representatives. During this time, we are cordially requesting Council's acknowledgement and recognition of this significant community celebration on June 21 through the 23. At this time, we will be requesting that City Council consider waiving the costs associated with utilizing Roberta Bondar Pavilion and Clergue Park

The Bawating Cultural Circle is working alongside Echoes' Drum Festival because we believe in community partnership; however we are an independent committee and requesting your support as such.

Our intent is that Carolyn Hepburn, representing the Bawating Cultural Circle will make a brief presentation, and extend an invitation to City Council to come out and enjoy the celebrations honouring the multi cultural character and traditional roots of both Sault Ste. Marie, Ontario and Sault Ste Marie, Michigan. The presentation, including a proposed 'proclamation', will be submitted in advance for circulation to Council and City officials.

Thank you for your assistance in approaching Council on June 11, 2007.

Michele Dale

Chairperson,
Bawating Cultural Circle
(705)254-6530

5(f)

Mr. John Rowswell
Mayor
The Sault Ste. Marie City Hall
Canada

INVITATION LETTER

May 24, 2007

Mr. John Rowswell:

It is our great pleasure to invite you and your delegation to visit our city before the end of 2007.

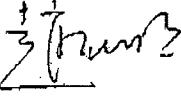
You will also visit our city, we hope that we can make further trade negotiation and cooperation and become trade cooperative partner cities based on the previous communication,

- We would like to arrange a meeting for you to give you a better understanding of the mentioned issues above.

It is understood that all the cost including flight tickets, accommodation and medical insurance are covered by your delegation. If you have any question, please feel free to contact us.

Looking forward to meeting you in Yingkou soon.

Best regards,
Yours sincerely,

Zhao, Huaming 
Mayor
Yingkou Municipal People's Government

Contact person: Li, Yanping
Executive Vice Director of CCOIC Yingkou Chamber
Add: Room 426, 1 Bohai Avenue west, Yingkou City, Liaoning, P.R.China
Tel: 0086-417-2998426 Fax: 0086-417-2998466 Mobile phone: 13941768823

5(g)

Office of the Minister of Transport,
Infrastructure and Communities



Cabinet du ministre des Transports,
de l'Infrastructure et des Collectivités

Ottawa, Canada K1A 0N5

28 MAY 2007

Ms. Donna P. Irving
City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Ms. Irving:

Thank you for your correspondence of March 28, 2007, to the Honourable Lawrence Cannon, Minister of Transport, Infrastructure and Communities, regarding the Algoma Central Railway (ACR). The Minister has asked me to reply on his behalf.

As you may know, Transport Canada provides \$2.1 million annually to ACR for operating passenger rail services between Sault Ste. Marie and Hearst. This funding clearly demonstrates the federal government's support of this passenger rail service.

While ACR is implementing a new schedule that will change the number of weekly round trips from four to three in the summer months, Transport Canada officials believe that the new schedule will continue to provide a reasonable level of service that meets the spirit of the existing funding agreement between the department and ACR.

I should note that in addition to the operating funding, Transport Canada committed \$1.5 million to replacing ACR's passenger rail fleet, including two generator cars, a baggage car and three passenger cars. The department believes that this investment will result in a better travel experience for passengers.

You may be interested to learn that on April 26, 2007, I met with representatives from the Coalition for Algoma Passenger Trains (CAPT) and with Members of Parliament, Mr. Tony Martin, Mr. Brent St.Denis and Mr. Charlie Angus. We discussed various issues pertaining to passenger rail services and transportation in Northern Ontario.

At the meeting, I encouraged CAPT to consider creative and locally based solutions to transportation in Northern Ontario. I have also encouraged CAPT to include the Province of Ontario in its discussions, since often the most appropriate investment decisions in surface transportation infrastructure are best left to provincial and local governments.

RECEIVED
CITY CLERK

JUN 01 2007

NO.: 50649

DIST.:

Canada

5(g)

Transport Canada would be prepared to consider a business case with respect to locally based initiatives.

I can assure you that the federal government completely supports the ongoing passenger rail service operated by ACR. Again, thank you for writing.

Yours truly,

Andrew Walasek

Andrew Walasek
Special Assistant - Ontario

5(g)

March 26, 2007 City Council Meeting Minutes
Clerk's Department

- (a) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Whereas the Algoma Central Railway passenger train services are a vital component of the Sault Ste Marie and Algoma District's economic, employment, recreational infrastructure and provides safe, reliable, all season, environmentally friendly and affordable transportation from Algoma's rural communities to Algoma's regional centre, Sault Ste Marie, for medical and other needs; and
Whereas the provision of unique, historic, practical and environmentally friendly train transportation into the exceptional natural and recreational resources of the forests, lands and waters of the Algoma District, is a rare and valuable asset to the quality of life and tourism economy of Sault Ste Marie and Algoma area;
7. (a) Now therefore be it resolved that Sault Ste Marie City Council requests of the Government of Canada that decisions concerning support and direction regarding the scheduling and maintenance of Algoma's passenger train services be based on the economic, employment, environmental, social, public safety and other needs dependent on the passenger train services along with consultation with stakeholder interests and communities; and
Further be it resolved that a copy of this resolution be forwarded to surrounding municipalities for support and to the MPs and MPPs serving the Algoma District, MP Tony Martin, MP Brent St Denis, MP Charlie Angus, MPP David Orazietti, MPP Mike Brown, MPP Gilles Bisson, as well as Canada's Minister of Transport Lawrence Cannon. CARRIED.

Councillor D. Celetti declared a pecuniary interest - employed by Algoma Central Railway.



MAY 23 2007

LEGAL DEPARTMENT



Ontario

COMRIF Joint Secretariat
1 Stone Road West, 4NW
Guelph ON N1G 4Y2

Website: www.comrif.ca
Email: info@comrif.ca
Telephone: 1 866 306-7827
Facsimile: 519 826-4336

Secrétariat conjoint du FIMRCO
1, chemin Stone Ouest, 4N.-O.
Guelph ON N1G 4Y2

Site Web: www.fimrc.ca
Courriel: info@fimrc.ca
Téléphone: 1 866 306-7827
Télécopieur: 519 826-4336

May 14, 2007

Our File: 17684

Joseph M. Fratesi, Chief Administrative Officer
CITY OF SAULT STE. MARIE
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Dear Joseph M. Fratesi:

RECEIVED

MAY 22 2007

CHIEF ADMINISTRATIVE OFFICER
CITY OF SAULT STE. MARIE

RE: Funding Agreement for COMRIF Asset Management Program (AMP) Project

Thank you for submitting a completed Expression of Interest (EOI) under the Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Asset Management Program (AMP). Your municipality's EOI has been reviewed by COMRIF Joint Secretariat and approved.

Please find enclosed three (3) copies of the CITY OF SAULT STE. MARIE COMRIF AMP Funding Agreement for municipal endorsement and seal.

Please verify that the two municipal signatories named on page 2 of the agreement are correct, that your municipality agrees with the information provided on Schedule B of the agreement and that the recipient name, position and contact information is correct on Schedule E. If changes are required, please contact me directly. If the funding agreement is correct, then please proceed to execute the agreement municipally.

All three (3) copies of the Agreement should be returned to the Ministry for execution as soon as possible. **Please ensure that all three copies of the Funding Agreement are signed, dated and sealed with the municipality's corporate seal.**

/...2

5(g)

Along with the three copies of the signed Agreement, you will need to forward to us a certified copy of the municipal by-law designating the signing officers and authorizing the execution of the Funding Agreement.

As per Section 9 of the Funding Agreement you must provide, when available, proof of valid certification of insurance that references the project. This certificate of comprehensive general liability insurance should have a limit of no less than \$5,000,000 and should list Her Majesty the Queen in Right of Ontario as an additional named insured.

It would be appreciated if the material is returned to us within 30 days of the date of this letter. Once the agreement has been executed by the Minister of Agriculture, Food and Rural Affairs, I will return one original copy to you for your files.

I look forward to working with you on this important public policy initiative. Should you have any questions, please do not hesitate to contact me at (519) 826-4087 or by e-mail at Leona.Cunningham@ontario.ca.

Sincerely,

Leona Cunningham

Leona Cunningham
Project Analyst

c: Brian Cardy, Provincial Co-chair, COMRIF Joint Secretariat
Deborah Bissett, Federal Co-chair, COMRIF Joint Secretariat

Enclosures

Kim Rose

5(g)

From: PMO [pm@PM.GC.CA]
Sent: June 05, 2007 6:32 PM
To: ALLNEWS_E@LSERV.PMO-CPM.GC.CA
Subject: Speech

From the Prime Minister's Web Site (<http://www.pm.gc.ca/>)

PRIME MINISTER SPEAKS AT THE 70TH ANNUAL CONFERENCE OF THE FEDERATION OF CANADIAN MUNICIPALITIES

June 1, 2007
Calgary, Alberta

PLEASE CHECK AGAINST DELIVERY

Thank you.

Good afternoon, ladies and gentlemen, and welcome to Calgary.

Thank you for that warm welcome, and thank you, Gord, for that kind introduction.

Greetings to our host, Mayor Bronconnier, and please, ladies and gentlemen, give me a moment to acknowledge the presence of some of my colleagues from the Parliament of Canada who are here with us today. I'll call out their names. They can stand up quickly. From Calgary we have Diane Ablonczy and Art Hanger. From Edmonton we have Mike Lake and Rahim Jaffer. North part of the province, we have Blain Calkins and Rob Merrifield. And finally, the Chair of the House of Commons Natural Resources Committee, who is also the Member of Parliament for this riding, Calgary Centre, our host Lee Richardson.

To everyone who is visiting from afar, this is a rare opportunity for me to say welcome to my hometown. I've lived here more than half of my life, and I am proud to be a Calgarian, just like hundreds of others who have and continue to pour into the heart of the New West from across Canada and from around the world.

It's fitting that the theme of this year's FCM conference in Calgary is "Leading Change," because no place in Canada is experiencing as much or as rapid change as Calgary. The city crossed the 1 million population threshold last year and is continuing to welcome thousands of new citizens every month.

Calgary's GDP leaped ahead seven percent in 2006. The value of building permits jumped 32 percent. The number of head offices grew by a quarter. Employment was up almost eight percent, and as a Calgary homeowner, I'm happy to report that the average residential real estate price rose 38 percent last year.

I have to say, my wife finds this particularly reassuring given the kind of job security I have. But Calgary is not alone in its growth and prosperity. From coast to coast to coast, the Canadian economy is strong. In fact, right now Canada is on the best economic footing of any G7 country.

In Canada, we are experiencing the second longest economic expansion in the country's history, after the boom that followed the Second World War.

The national unemployment rate is at its lowest level in more than 30 years. Inflation is under control. The federal and provincial governments are all running surpluses and we're reducing the national debt. In other words, Canada's back, back as a stellar economic performer.

Canada is attracting international capital and immigrants from around the world.

And we're back as a serious player on the global stage. But most of all, you in this room are old enough – I think most of you, anyway – are old enough to remember how quickly things can turn sour. We learned some hard lessons in the last third of the 20th century. We learned that government profligacy wreaks havoc on our economy.

We know that centralizing power in Ottawa creates a fiscal imbalance and political stress for our federation.

We've learned that governments that live for today leave nasty hangovers for the governments of tomorrow. And we learned that failures at the national level can have repercussions in every community.

When Ottawa fails to plan and budget properly for transportation infrastructure, for example, what happens? We wind up with traffic gridlock on our trade corridors and in our cities.

When Ottawa uses the criminal code as a laboratory for social experiments, what happens? We wind up with rampant gun, gang and drug crime on our streets.

And when Ottawa talks and talks and talks about the environment but takes no real action to protect it, what happens? We wind up with smog-filled air and polluted land and water.

5(g)

Our constituents, your constituents deserve better.

The national government must understand the genuine problems faced by working families. It must have a clear sense of purpose and priorities and it must implement a realistic, achievable plan for making our great country stronger, healthier and safer.

Now, ladies and gentlemen, that is the approach of Canada's New Government. We understand that a strong economy and a strong federal system are essential to Canada's long-term success as a country. That's why we made the restoration of fiscal balance the centrepiece of our most recent national economic plan.

For Canada to be prosperous, all the regions of the country have to be prosperous. Every province, every region, every municipality has to have its own strengths and its own economic objectives, and Ottawa has to ensure that each has the tools and resources needed to achieve its full potential.

Our plan commits over \$40 billion – that's \$40 additional dollars – over the next seven years to the restoration of fiscal balance in Canada. We are putting all the major fiscal transfers from Ottawa on a stable, reliable, long-term track.

This plan is allowing us to pursue in collaboration with other levels of government and the private sector the largest infrastructure development program in half a century. Not since the great national transportation mega-projects of the post-war era has the federal government launched such a massive undertaking. This amounts to a coast-to-coast overhaul of the long neglected foundations of our economy.

→ The combined funding in our first two budgets provides \$33 billion for investment in infrastructure over the next seven years.

This investment in infrastructure includes the gas tax fund, which will deliver \$2 billion a year to municipalities and which we extended in Budget 2007 for another four more years to 2013.

This \$33 billion also includes the GST rebate to municipalities, which will rise to nearly a billion dollars a year over the next seven years because in Budget 2007, we increased the rebate from 57 percent to 100 percent.

And it includes major investment in the roads, highways and airports of the North, picking up where John Diefenbaker left off with his visionary Roads to Resources program.

There are a few Northerners here. Altogether annual federal support for provincial, territorial and municipal infrastructure will grow from \$4.3 billion this year to \$5.7 billion by 2013-14.

This is the largest such investment in Canada's history. It will provide the kind of stable, predictable funding you have long wanted and needed, and it will help plan for and sustain the kind of economic and population growth that is happening here in Calgary and across the country.

In short, this historic investment is all about building a stronger Canada.

This will revitalize the country's economic infrastructure. Our roads, our highways, our airports and ports, our bridges and our border crossings. And this will enhance our communities' quality of life. Our public transit, our cultural facilities and our sewer and water supply systems.

Every part of Canada will benefit from our infrastructure investments. From the Atlantic to the Pacific, key projects include things like the St. John Harbour cleanup.

Highway 30 which bypasses the Island of Montreal.

The Flow Project to reduce traffic congestion and improve air quality in the Greater Toronto Area. The expansion of the Red River floodway to protect Winnipeg, and the Asia-Pacific Gateway and Corridor Initiative which will tie Canada into the booming Far East through our West Coast ports.

Now, as you can see, ladies and gentlemen, from this short list, many of our infrastructure investments have a twofold target: the economy and the environment. We are building a stronger and a healthier Canada.

That means a stronger economy and a healthier environment, because in our view, the two are inseparable. Over time, an economy financed by environmental degradation will destroy itself, yet in the short term, support for environmental measures will collapse if they threaten jobs and standards of living, so we must balance consumption with conservation, especially in an economy like Canada's which depends so heavily on energy and natural resource development.

This spring our government put forward the most ambitious plan in Canadian history to control and reduce pollution and greenhouse gas emissions.

For the first time, we will be putting mandatory limits on greenhouse gas emissions and air pollutants.

Through mandatory national emissions targets, our goal is to cut industrial air pollution in half by the year 2015, and starting this year, industrial plants will have to begin dramatically reducing their GHG output per unit of production.

This will put us on a path to reduce Canada's total greenhouse gas emissions by 20 percent by 2020 and up to 70 percent by 2050. It is a responsible, achievable strategy that balances tough action on the environment with continuing economic growth and incentives to develop new technology.

To be sure, it's not the only instrument we'll be using to fight air pollution and climate change.

Through initiatives like the ecoENERGY Program and the Trust Fund for Climate Change, we will increase our reserves of clean, renewable energy, encourage energy conservation, and fund research on green energy technologies.

And we'll find cleaner ways to develop our resources industry, like CO₂ capture and clean coal.

Is there a cost to doing all of this? The truth of the matter: there is, and that cost will be significant.

The regulation of industry will drive up their production costs, and some of these costs will ultimately be felt by our consumers, and more of the taxes Canadians pay every year will be dedicated to environmental protection and improvement.

But Canadians have made it very clear: they're fed up with empty rhetoric and they want action, and ladies and gentlemen, the era of voluntary compliance in this country is over.

Of course this is not our only environmental initiative. We will be bringing in new measures to promote clean air, clean soil and clean water.

You will also be particularly interested, among our other environmental initiatives, in our significant investment in the Nature Conservancy of Canada. This initiative will help bank environmentally sensitive lands from one end of the country to the other, especially in urban areas and near protected parkland.

Now, ladies and gentlemen, as you know, polls indicate the environment is today's number one issue. Unlike some of my colleagues, I recognize it's not the only issue. Besides a stronger Canada and a healthier Canada, we want to build a safer Canada, and for many of your constituents and mine, crime is a significant and growing concern.

The vast majority of Canadians are upstanding, civilized, law-abiding citizens. They work hard, they look after their families, pay their taxes and participate in their communities, and they're unhappy when others flout the rules and choose to live outside the law. And they're even more unhappy when their governments do nothing.

Crime rates in Canada are far too high.

Too many Canadians have been victimized by crime, and there are too many neighbourhoods where it's increasingly not safe to walk the street at night. Guns, gangs and drugs are the common denominators.

Our government has taken action with no fewer than 11 crime bills.

Last December, we passed the first one of these into law. It made street racing a criminal offence and created stiff penalties for racers who injure innocent bystanders. But still crawling their way through Parliament are other laws that have the support of governments and constituents at all levels.

For example, mandatory prison sentences for crimes committed with firearms, reverse onus for those on bail for those who commit crimes with guns, a higher age of protection to deter sexual predators who prey on the young, provisions to keep the country's most dangerous, repeat and violent offenders behind bars permanently, and new tools to allow the police to catch drivers under the influence of narcotics.

Some of these important bills have been blocked by the Opposition. So I urge you to press all Parliamentarians to pass these bills. We cannot let partisan wrangling get in the way of safe streets and safe communities.

That's why we're also investing in a new national anti-drug strategy, why we're boosting the resources of the RCMP, and consulting with the provinces and territories on plans to enable the hiring of 2500 new frontline police officers in communities across Canada.

Ladies and gentlemen, what do all of our initiatives on infrastructure, the environment and crime add up to?

A government with a purpose and a plan for a stronger, healthier, safer Canada, a Canada which you, in all your communities throughout the country, are helping to build. This is what we want. It's what you want. It's what our citizens want.

As the spring session of Parliament winds down, we're pushing very hard to get our budget and our crime bills passed, and to get our new environmental regulations in place so we can start rebuilding our national infrastructure, cleaning up our air, water and land and making our streets safer for families and children.

It's an ambitious agenda, but it's also a focused agenda and a doable agenda, and in closing, I'd like to thank all of you for the work that you similarly do, one neighbourhood at a time, for our communities across this great country, responding to social needs, encouraging business development, beautifying our public spaces.

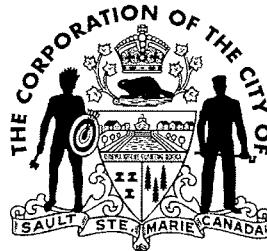
Canadian communities are wellsprings of opportunity for people not just here, but around the world, in no small part because of the efforts that you make.

And working together, I know we can continue to build a country that's recognized as the best place on earth to find a job and raise a family, a country that's built from the ground up with good services in return for reasonable taxes, a country that works for all of us, a stronger, healthier and safer Canada.

Thank you, and God bless Canada.

5(i)

Joseph M. Fratesi, B.A. LL.B.
Chief Administrative Officer



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

2007 06 11

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel requests are presented to you for approval:

- 1. Bryan Bunting – Building Division**
Ontario Bldg. Official Association AMTS
Sept, 2007
Ottawa, ON
Estimated total cost to the City - \$ 1,411.00
Estimated net cost to the City - \$ 1,411.00

- 2. Larry Kennedy – Building Division**
Chapter Meeting
June, 2007
Sudbury, ON
Estimated total cost to the City - \$66.00
Estimated net cost to the City - \$ 66.00

- 3. Bryan Bunting – Building Division**
Chapter Meeting
June, 2007
Sudbury, ON
Estimated total cost to the City - \$146.00
Estimated net cost to the City - \$ 146.00

Yours truly,

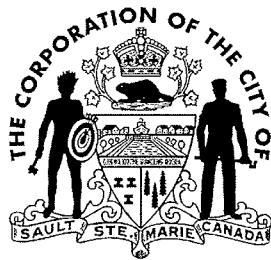
A handwritten signature in black ink, appearing to read "Joseph M. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

5(j)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 06 11

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Tender for Pulverizing Existing Road Surfaces

Attached hereto for your information and consideration is a summary of the tenders received for the Pulverizing of Existing Road Surfaces required during the 2007 construction season.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held May 23, 2007, with Councillor S. Myers representing City Council.

The tenders received have been evaluated and reviewed with Mr. M. Lebel, Superintendent of Public Works & Transportation, and the low tendered prices, meeting specifications, have been identified on the attached summary. The low tendered prices represent a decrease of approximately 4.8% per square metre from the previous tender.

RECOMMENDATION

It is therefore my recommendation that the tender for the Pulverizing of Existing Road Surfaces be awarded to Roto-Mill Services Limited, at their total low tendered price of \$15,900.00, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

RR:nt
Attach.

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.

Joseph M. Fratesi
Chief Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$17,000.00**

**RECEIVED: May 23, 2007
File #2007WA08**

**SUMMARY OF TENDERS
PULVERIZING OF EXISTING ROAD SURFACES**

| Firm | Equipment to be Employed | QTY to be Pulverized (square metres) | Price per Square Metre before taxes | Total Price inc. taxes | Remarks |
|---|---------------------------------|---|--|-----------------------------------|----------------------|
| Jim Clarida & Sons Sault Ste. Marie, ON | CMI RS650 Pulverizer | 25,000 | \$0.645 | \$17,092.50 | Meets Specifications |
| Palmer Construction Group Sault Ste. Marie, ON | Asphalt Zipper AZ-480 | 25,000 | \$1.970 | \$52,205.00 | Meets Specifications |
| Roto-Mill Services Ltd. Brampton, ON | CMI RS650 Pulverizer | 25,000 | \$0.600 | \$15,900.00 | Meets Specifications |

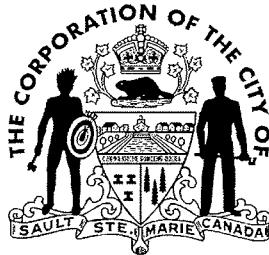
NOTE: The low tendered price, meeting specifications is boxed above and represents a 4.8% decrease from the 2006 price.
It is my recommendation that the low tendered price, submitted by Roto-Mill Services, be accepted.

Ralph Robertson
Manager of Purchasing

5(1)(g)

5(k)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 06 11

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Tender for Ten (10) Tempered Glass Transit Shelters

Attached hereto for your information and consideration is a summary of the tender received for the supply and delivery of Ten (10) Tempered Glass Transit Shelters, as required by the Transit Division, Public Works & Transportation Department.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tender received was held Wednesday, May 30, 2007, with Councillor J. Caicco representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. Don Scott, Manager Transit and the low tendered price, meeting specifications, has been indicated on the attached summary.

Funding for this expenditure is provided through the dedicated Provincial Gas Tax funds for Public Transportation Programs.

RECOMMENDATION

It is therefore my recommendation that the tender for Ten (10) Tempered Glass Transit Shelters, be awarded to Daytech Manufacturing Ltd., at their total tendered price of \$41,325.00, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,


Ralph Robertson
Manager of Purchasing

RR:nt
Attach.

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$50,000.00**

**RECEIVED: May 30, 2007
File: 2007CK04**

**SUMMARY OF TENDERS
TEMPERED GLASS TRANSIT SHELTERS**

| Description | Quantity | Daytech Limited Toronto, Ontario | | Mobile Glass Sault Ste. Marie, Ontario | | Mountain Manufacturing Barrie, Ontario | |
|--|-----------------|---|--------------------|---|--------------------|---|--------------------|
| | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| Tempered Glass 4' x 8' Transit Shelters | 10 | \$3,225.00 | \$32,250.00 | \$6,664.00 | \$66,640.00 | \$4,561.00 | \$45,610.00 |
| Double Benches | 10 | \$225.00 | \$2,250.00 | \$465.20 | \$4,652.00 | \$256.00 | \$2,560.00 |
| Garbage Receptacles | 10 | \$175.00 | \$1,750.00 | \$318.00 | \$3,180.00 | \$295.00 | \$2,950.00 |
| Net Tendered Price | | | \$36,250.00 | | \$74,472.00 | | \$51,120.00 |
| G.S.T. | | | \$2,175.00 | | \$4,468.32 | | \$3,067.20 |
| P.S.T. | | | \$2,900.00 | | \$5,957.76 | | \$4,089.60 |
| Total Tendered Price | | | \$41,325.00 | | \$84,898.08 | | \$58,276.80 |
| Delivery | | 8 weeks | | 14 weeks | | 16 weeks | |
| Warranty | | 1 year | | 1 year | | 2 years | |
| Remarks | | Meets Specifications | | Meets Specifications | | Does Not Meet Specifications | |
| | | | | | | Specifications Chart not Completed | |
| | | | | | | No Drawings Provided | |

Note: The low tendered price, meeting specifications, is boxed above.

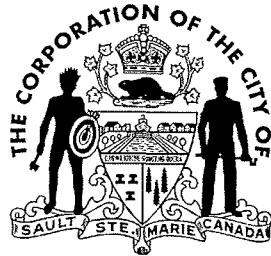
It is my recommendation that the low tendered price submitted by Daytech Manufacturing Ltd., be accepted.

Ralph Robertson
Manager of Purchasing

(K)5

5(1)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 06 11

Mayor John Rowswell and
Members of City Council
Civic Centre

Re: Proposal for Box Office Ticketing System

The existing Ticketing System is currently running on an "end of life" operating system as we were notified in January of 2007 that Vtix Solutions Corp., the provider of the existing system would no longer be able to upgrade or maintain their present system. As a result, our Community Services Department, Community Centres Division, has requested a Request for Proposal to be issued for the supply and replacement of this existing Ticketing System.

The Request for Proposal was publicly advertised and proposal documents forwarded to all firms on our bidders list. As a result, six (6) firms have submitted proposals.

The proposals received for equipment and operational solutions including set-up and complete operation have been thoroughly evaluated and reviewed with Mr. Nick Apostle, Commissioner of Community Services, Mr. Frank Coccimiglio, Manager of Information Technology, Mr. Norm Fera, Manager Community Centres and the Purchasing Division. The proposal best meeting all of our requirements, at the lowest cost to the City combined with the ticket buying customer, has been identified below.

Council had approved \$53,000.00 for funding in the 2007 Capital from Current Account, however, only \$5,000.00 approximately will be required for travel and training on this new proposed system.

RECOMMENDATION

It is therefore my recommendation that the proposal submitted by New Era Tickets in the amount of \$10,000.00 per year with an offsetting \$10,000.00 per year in advertising allowances, for a five (5) year period, be accepted.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt

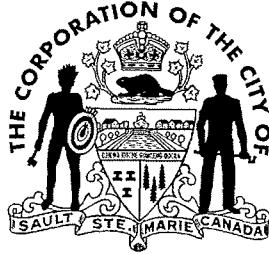
RECOMMENDED FOR APPROVAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
P.O. BOX 580 * CIVIC CENTRE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5299 * FAX: (705) 759-1842

Joseph M. Fratesi
Chief Administrative Officer

5(m)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 06 11

Mayor John Rowswell and
Members of City Council,
Civic Centre.

Re: Tender for One (1) 7-Passenger Mini-Van

Attached hereto for your information and consideration is a summary of the tenders received for the purchase of One (1) 7-Passenger Mini-Van required by the Transit Division for use by the Transit Inspectors, for customer service.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held May 30, 2007, with Councillor J. Caicco representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. Don Scott, Manager of Transit, P.W.T., and the low tendered price, meeting specifications, has been identified on the attached summary.

Funding for the purchase of this vehicle comes from the Transit Vehicle Leasing account.

RECOMMENDATION

It is therefore my recommendation that the tender for the purchase of One (1) 7-Passenger Mini-Van, be awarded to Superior Dodge, at their low tendered price of \$27,215.22, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,


Ralph Robertson
Manager of Purchasing

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi

Chief Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION**

**RECEIVED: May 30, 2007
File #2007CK05**

SUMMARY OF TENDERS
PURCHASE OF ONE (1) 7-PASSENGER MINI-VAN

| <u>Firm</u> | <u>Make & Model</u> | <u>Total Purchase Price (inc. taxes)</u> | <u>Warranty (inc. taxes)</u> | <u>Delivery</u> | <u>Remarks</u> |
|--|--------------------------------|---|--|------------------------|-----------------------|
| Boston's Limited Sault Ste. Marie, ON | 2007 Chevrolet Uplander | \$27,588.00 | 3 yr/60,000 bumper to bumper 5 yr/160,000 powertrain | 10 w/days | Meets specifications. |
| Northside Auto Ltd. Sault Ste Marie, ON | 2007 Toyota Sienna | \$35,100.60 | 3 yr/60,000 bumper to bumper 5 yr/100,000 powertrain | 30 w/days | Meets specifications. |
| Superior Dodge Sault Ste Marie, ON | 2007 Dodge Grand Caravan | \$27,215.22 | 3 yr/60,000 bumper to bumper 5 yr/100,000 powertrain | 1 w/day | Meets specifications. |
| World Cars KIA Sault Ste. Marie, ON | 2007 KIA Sedona LX | \$28,500.00 | 5 yr/100,000 bumper to bumper 5 yr/100,000 powertrain | 10 w/days | Meets specifications. |

NOTE: The low tendered price, meeting specifications, is boxed above.

It is my recommendation that the low tendered price, submitted by Superior Dodge, be accepted.

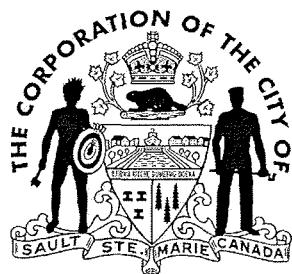
Ralph Robertson
Manager of Purchasing

SLM

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(n)



2007 06 11

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

A handwritten signature of Peter A. Liepa.

Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

A handwritten signature of William Freiburger.

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.
Joseph M. Fratesi
Chief Administrative Officer

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2007

DATE: 2007-06-11
PAGE: 1 of 1

| ROLL NUMBER | PROPERTY ADDRESS | PERSON ASSESSED | PROPERTY CLASS | REASON | APPEAL NO. | CANCELLATIONS | | TOTAL ADJUSTMENT |
|----------------|-----------------------|---|------------------------|--------|------------|---------------|-----------|---------------------|
| | | | | | | TAXES | INTEREST | |
| 010-008-070-00 | 83 HUGILL ST | SHEA CHRISTOPHER MICHAEL | RESIDENTIAL | D | 07-22 | 44.02 | 0.00 | 44.02 |
| 030-046-055-00 | 25 STEVENS ST | DI TOMMASO FAUSTO | COMMERCIAL | D | 07-23 | 1,112.98 | 0.00 | 1,112.98 |
| 030-092-101-00 | 1480 FOURTH LINE EAST | KEATING MICHAEL VINCENT | RESIDENTIAL | D | 07-24 | 1,710.78 | 0.00 | 1,710.78 |
| 030-092-123-00 | 144 FISH HATCHERY RD | LACROIX MICHEL BERNARD | RESIDENTIAL | D | 07-25 | 410.11 | 0.00 | 410.11 |
| 040-005-066-01 | 580 BUSH ST | MAIONE JOSEPH MELLETTE CHRIS RENE MAIONE NIKI MARIE | RESIDENTIAL | D | 07-26 | 56.58 | 0.00 | 56.58 |
| 060-012-067-05 | 0000 COOPER ST | LAURA GARDENS SUBDIVISION LIMITED | RESIDENTIAL | E | 07-27 | 559.10 | 6.96 | 566.06 |
| 060-040-238-00 | 940 SECOND LINE WEST | AVERY CONSTRUCTION LIMITED | COMMERCIAL/RESIDENTIAL | D | 07-28 | 233.82 | 0.19 | 234.01 |
| 060-060-001-00 | 913 LEIGH'S BAY RD | DIOTTE ORVILLE VANCE | RESIDENTIAL | D | 07-29 | 152.02 | 0.00 | 152.02 |
| 060-090-056-01 | 394 PINE SHORE DR | WALLS THOMAS | RESIDENTIAL | D | 07-30 | | CONFIRMED | |

Certified Correct

Peter A. Liepa
City Tax Collector

REPORT TOTAL 4279.41 7.15 4286.56

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

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

5(n)

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2006

DATE: 2007-06-11
PAGE: 1 of 1

| ROLL NUMBER | PROPERTY ADDRESS | PERSON ASSESSED | PROPERTY CLASS | REASON | APPEAL NO. | CANCELLATIONS TAXES | INTEREST | TOTAL ADJUSTMENT |
|----------------|----------------------|------------------------|----------------------|-------------|------------|------------------------|-----------|---------------------|
| 030-092-123-00 | 144 FISH HATCHERY RD | LACROIX MICHEL BERNARD | LACROIX DENISE MARIE | RESIDENTIAL | D 07-20 | 33.83 | 1.67 | 35.50 |
| 060-090-056-01 | 394 PINE SHORE DR | WALLS THOMAS | | RESIDENTIAL | D 07-21 | | CONFIRMED | |

Certified Correct:

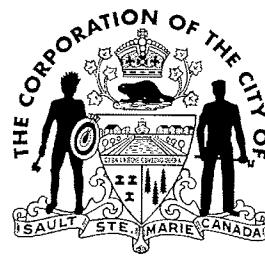
Peter A. Liepa
City Tax Collector

REPORT TOTAL 33.83 1.67 35.50

-
- A. REALTY TAX CLASS CONVERSION
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- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS

(w)g



5(o)

Finance Department
Tax & Licence Division

2007 06 11

Mayor John Rowswell
and Members of City Council

RE: REGISTRATION OF TAX ARREARS CERTIFICATE AND SALE

Attached is the list of properties recommended for the registration of tax arrears certificates and sale in accordance with the Municipal Act, 2001.

The steps in the tax sale process are as follows:

- 1) Council endorses resolution for City Tax Collector to proceed.
- 2) City Tax Collector mails "Farm Mediation Service" notice to the property owner, allowing assessed farmers a 15-day appeal forum.
- 3) Registration of Tax Arrears Certificate on Title at Registry Office.
- 4) First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
- 5) Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
- 6) Redemption period expires 365 days from date of registration.
- 7) Advertising in Sault Star and Ontario Gazette following the 365-day redemption period
- 8) City Tax Collector conducts Tax Sale.
- 9) Preparation of Documentation and Registration of Tax Deeds.

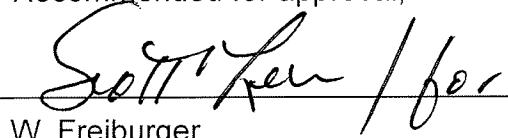
For the added information of Council, of 27 properties that were previously recommended for tax sale in 2005, 20 properties were redeemed prior to the tax sale, 5 properties were sold at the tax sale and 2 properties were not sold.

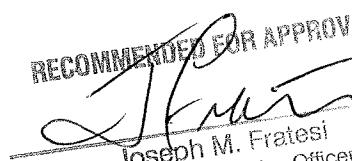
An appropriate resolution is attached for the consideration of Council.

Yours truly

P.A. Liepa
City Tax Collector

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD
FOR TAX ARREARS AS OF 2006 12 31
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
REFLECTING PAYMENTS TO 2007 06 04

| PARCEL NUMBER | ROLL NUMBER/ TAX CLASS | PROPERTY DESCRIPTION |
|---------------|---------------------------|---|
| 1 | 010-070-017-00 | 1161 Trunk Road PLAN 1M523 BLK 1 to 4 BLK 6 BLK 7 BLK 9 PCL 1-1 SEC 1M523 34.32FR 31.84 Acres |
| 2 | 020-018-079-00 | 874 Queen Street PLAN 605 LOT D PT BRAMPTON'S PRIVATE PLAN LOT E PLAN 310 LOT 1PT LOT 2PT 134.92FR |
| 3 | 020-031-111-00 | 21 Trelawne Avenue PLAN 737 LOT 106 33.00 FR 3300.00 SF |
| 4 | 020-042-168-00 | 641 Queen Street East PLAN 1779 LOT 19PT LOT 22PT LOT 23PT CLOSED LANE 45.20 FR 6254.00 SF |
| 5 | 020-043-067-00 | 40 Hynes Street PLAN 9 LOT 15 LOT 17 CON 1 PARK LOT 27PT 200.00 FR 20858.00 SF |
| 6 | 030-005-080-00 | 482 Black Road CON 4 PARK LOT 1EPT 221.99 FR 2.42 Acres |
| 7 | 030-011-001-00 | 611 MacDonald Avenue CON 2 PARK LOT 2PT PARK LOT 3PT 312.90 FR .49 Acres |
| 8 | 030-018-064-00 | 52 Peach Drive PLAN H505 BLK D 66.00 FR 8250.00 SF |
| 9 | 030-018-065-00 | 58 Peach Drive PLAN H505 LOT 396 70.00 FR 8680.00 SF |

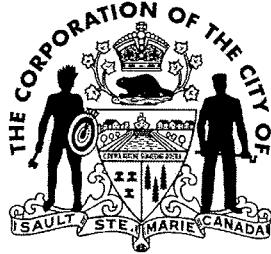
| | | |
|----|----------------|--|
| 10 | 030-018-066-00 | 64 Peach Drive PLAN H505 LOT 397 70.00 FR 9272.90 SF |
| 11 | 030-018-067-00 | 124 Paradise Avenue PLAN H505 LOTS 398 399 & 400 PT 190.04 FR .65 Acres |
| 12 | 030-018-070-00 | 73 Peach Drive PLAN H505 LOTS 409 & 410 141.26 FR .41 Acres |
| 13 | 030-018-072-00 | 63 Peach Drive PLAN H505 LOT 411 75.26 FR |
| 14 | 030-018-073-00 | 57 Peach Drive PLAN H505 LOT 412 66.00 FR |
| 15 | 030-018-074-00 | 51 Peach Drive PLAN H505 LOT 413 65.00 FR 8125.00 SF |
| 16 | 030-019-092-00 | 65 Paradise Avenue PLAN H457 LOT 134 LOT 135 120.00 FR .47 Acres |
| 17 | 030-019-095-00 | 81 Paradise Avenue PLAN H457 LOT 137 LOT 138 PLAN H505 LOT 401PT 402PT & LOTS 403 TO 408 INCL 615.35 FR 1.75 Acres |
| 18 | 030-030-081-00 | 221 Eagle Drive PLAN 589 LOT 176 40.00 FR 4600.00 SF |
| 19 | 030-044-088-00 | 84 Elmwood Avenue PLAN 9110 LOT 302 LOT 303 74.00 FR 7770.00 SF |

| | | |
|----|----------------|---|
| 20 | 030-062-061-00 | 237 Third Line East PLAN 703 LOT 376 70.00 FR 8750.00 SF |
| 21 | 030-076-017-00 | Unassigned PLAN 1M509 BLK 93 FR 3.98 Acres |
| 22 | 040-013-021-00 | 440 Bush Street PLAN 1822 LOT 138 LOT 139 80.00 FR 10000.00 SF |
| 23 | 040-015-029-00 | 384 Northland Road PLAN 402 BLK 5 PT LOT 94 PT LOT 95 60.00 FR |
| 24 | 040-018-050-00 | 177 Wilcox Avenue PLAN 19938 LOT 181 25.00 FR 2785.00 SF |
| 25 | 050-007-048-00 | 311 Gillies Street PLAN 1749 LOT 274 40.00 FR 4800.00 SF |
| 26 | 050-017-097-00 | 408 Devon Road PLAN 6503 LOT 207 CLOSED LANE REAR 33.00 FR 3696.00 SF |
| 27 | 050-018-047-00 | 270 Selby Road PLAN 7602 LOT 184 CLOSED LANE 35.00 FR 4200.00 SF |
| 28 | 050-050-053-05 | 974 Goulais Avenue SEC 23 SW1/4 PT FR .90 Acres |
| 29 | 060-013-047-00 | 520 Cooper Street PLAN 7234 LOT 89 LOT 90 60.00 FR .14 Acres |
| 30 | 060-029-019-00 | 381 Laurier Avenue PLAN 7882 LOT 212 LOT 213 66.00 FR 7227.00 SF |
| 31 | 060-041-115-00 | 9 Avon Avenue PLAN H526 LOT 70N1/2 RP 1R1833 PT 3 PT 8 30.00 FR 3750.00 SF |
| 32 | 060-045-002-02 | 1100 Second Line West SEC 28 SE1/4 PT RP 1R7280 PART 2 353.79 FR 3.41 Acres |

| | | |
|----|----------------|--|
| 33 | 060-050-223-00 | 143 Maki Road SEC 21 SW1/4 PT RP 1R9078 PART 2 173.84 FR 1.30 Acres |
| 34 | 060-070-114-05 | 101 Parkewood Drive PLAN M414 LOT 4 PCL 4-1 SEC M414 252.63 FR 1.31 Acres |
| 35 | 060-070-114-22 | 37 Parkewood Drive PLAN M414 LOT 20 PCL 20-1 SEC M414 164.04 FR 1.54 Acres |
| 36 | 060-070-114-28 | 13 Parkewood Drive PLAN M414 LOT 26 PCL 26-1 SEC M414 164.04 FR 1.24 Acres |
| 37 | 060-070-114-83 | 58 Parkewood Drive PLAN M414 LOT 34 PCL 34-1 SEC M414 257.96 FR 1.58 Acres |
| 38 | 060-070-114-96 | 102 Parkewood Drive PLAN M414 LOT 47 PCL 47-1 SEC M414 150.92 FR 1.68 Acres |
| 39 | 060-070-164-00 | 1505 Herkimer Street PLAN 58 LOT 79 124.20 FR .12 Acres |
| 40 | 060-070-175-00 | 62 Victoria Street PLAN 58 LOT 261 LOT 262 80.00FR .23 Acre |
| 41 | 060-070-224-00 | 32 Wentworth Street PLAN 58 LOT 316 LOT 317 80.00 FR .22 Acres |
| 42 | 060-070-236-00 | 37 Erie Street PLAN 58 LOT 340 LOT 341 80.00 FR .21 Acres |
| 43 | 060-070-237-00 | 41 Erie Street PLAN 58 LOT 342 LOT 343 80.00FR .21 Acres |
| 44 | 060-070-267-00 | 22 Victoria Street PLAN 58 LOT 386 LOT 387 80.00 FR .23 Acres |

5(p)

Shelley J. Schell, CA
Manager of
Finance and Audits



Finance Department

2007 06 04

Mayor John Rowswell and
Members of City Council

RE: Echoes Drum Festival Request for Financial Assistance

At the May 28, 2007 Council meeting, the following resolution was passed in regards to a request from the Echoes Drum Festival:

"Resolved that the letter from the Echoes Drum Festival of Sault Ste. Marie dated 2007 05 29 in which Council is requested to waive costs associated with the use of Clergue Park and Bondar Park BE REFERRED to the Finance Committee and other appropriate staff for review and report back to Council at the June 11, 2007 Council Meeting. CARRIED"

The Echoes Drum Festival was approved in 2007 for \$1,900 from the Cultural Advisory Board. Part of the submission and approval was based on the event having to pay rental for these facilities. No application was received to request funding under the Financial Assistance Policy for Sustaining or Other Grants.

Both the Cultural Financial Assistance Policy and the Financial Assistance Policy for Sustaining or Other Grants state that only one application per year per organization will be received and considered for funding. This is a second request from the organization and therefore per the policy cannot be considered.

RECOMMENDATION

It is recommended that the request for additional financial assistance by the Echoes Drum Festival be denied.

Respectfully submitted,

A handwritten signature in black ink that appears to read "Shelley Schell".

Shelley J. Schell, CA
Manager of Finance and Audits

Recommended for approval,

A handwritten signature in black ink that appears to read "W. Freiburger".

W. Freiburger, CMA
Commissioner of Finance and Treasurer

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink that appears to read "Joseph M. Fratesi".
Joseph M. Fratesi
Chief Administrative Officer

5(P)

Monday May 29, 2007

To Mayor John Rowswell and Counsellors,
City of Sault Ste. Marie

The 5th annual Echoes Drum Festival of Sault Ste. Marie takes place from Thursday, June 21 to Saturday, June 23, 2007. The Festival is a celebration of cultural diversity and harmony, offered for all residents and with appeal to visitors to our community. As at our past Festivals, the summer solstice brings light to the events in Clergue Park, at the Bondar Pavilion and at the Art Gallery of Algoma.

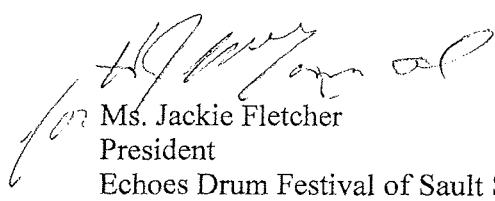
The volunteers who organize the events of the Festival are building on traditions which stretch to the earliest times when Bawating first served as a meeting place. The international dimensions of the Festival are demonstrated in the professional performances which are offered – Yakudo, a Japanese drum group, Cree Soul Women, local singers with hand drums and guitar accompaniment, Sean Jesseau from Thunder Bay, an inspired teacher/leader of ‘impromptu’ drumming circles for all ages and skills, Don Kelly, nationally known comedian and TV performer, Ted Longbottom, from Selkirk, Manitoba, well known Metis fiddler, singer, and storyteller, plus other talented local groups and visiting performers.

This year Echoes has joined forces with the Bawating Cultural Circle to undertake an enlarged program, which kicks off with National Aboriginal Day on June 21. The Bawating Cultural Circle is a non-profit volunteer committee of representatives from the local Native and non-Native community. The Sault Tribe of Chippewa Indians and the Bay Mills Indian Community will also take part in these celebrations.

Through the Cultural Advisory Board, the City has been generous in awarding a Cultural Grant of \$1900 to the Festival. We now come before you to request that you direct City staff to waive all fees associated with use of the Pavilion and Clergue Park during the Festival. These components of our grant application for \$3500 were beyond the authority of the Cultural Advisory Board. It is understood that the City’s rental fees and site services are valued at approximately \$1,000. As Echoes’ entire budget is \$18 000, this contribution is an important part of our on-going and challenging fund raising efforts. The Echoes - Bawating Circle volunteers and I respectfully urge you to consider and approve this request.

Whatever the outcome, we enthusiastically invite you to join us June 21st to 23rd and enjoy the varied activities of the 2007 Echoes Drum Festival.

Thank you for this opportunity to tell the Echoes story.


Ms. Jackie Fletcher

President

Echoes Drum Festival of Sault Ste. Marie.

Donna Irving

5(p)

From: Jackie Fletcher [jfletcher_mcfn@hotmail.com]
Sent: June 5, 2007 3:05 PM
To: Donna Irving
Cc: Jennifer Dale
Subject: Echoes request
Follow Up Flag: Follow up
Flag Status: Red

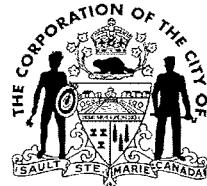
Hi Donna: Please accept this email as an official request to have your department recind our request for waiving of the fees for Roberta Pavilion and Clerque Park on June 21, 22, 23/07. If you need any further clarification I can be reached by email or on my cell 705.255.1024 today. Thank you.

Jackie Fletcher
President, Echoes Drum Festival of Sault Ste. Marie

Explore the seven wonders of the world [Learn more!](#)

5(9)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities
Municipal Day Nurseries
Recreation & Culture Division

2007 06 11

Mayor John Rowswell
And Members of City Council

Soo Thunder Birds Hockey Club Request For Financial Assistance

Background

City Council passed the following resolution at their August 28, 2006 meeting:

"Resolved that the report of the Commissioner of Community Services dated 2006 08 28 concerning Soo Thunderbirds Junior "A" Hockey Club be accepted and the recommendation that the request for a reprieve of the 2005 - 2006 and 2006 - 2007 ice rental fees BE REFERRED to the Parks and Recreation Advisory Committee, Community Services and Finance Departments for review and report back to City Council be approved."

The Parks and Recreation Advisory Committee, at their November 2006 meeting, established a sub-committee to review this issue. Their report is attached.

At the May 17, 2007 Special P.R.A.C. meeting (minutes attached) on this matter, in addition to reviewing the sub-committee's report the Soo Thunder Birds executive gave a further presentation to the Committee.

Recommendation

The Committee feels a thorough review of the request from the Soo Thunder Birds has been completed and provides their recommendation by way of the following resolution:

Moved by: Judy Tucci
Seconded by: Tom Mauro

"Resolved that the May 17, 2007 report from the Parks & Recreation Sub-Committee, regarding the request from the Soo Thunderbirds for a reprieve of the 2005 – 2006 and 2006 – 2007 ice rental fee, approximately \$24,500, and the recommendation and next steps contained there in be accepted and further that it be forwarded to City Council for their consideration".

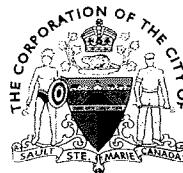
CARRIED

Respectfully submitted

A handwritten signature in black ink, appearing to read "Nicholas J. Apostle".

Nicholas J. Apostle, Commissioner Community Services
On behalf of the Parks and Recreation Advisory Committee

J. Fratesi
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



2007 05 17

To: Parks and Recreation Advisory Committee
From: **Sub-Committee Report Regarding the Soo Thunderbirds Request For Financial Assistance**

Background

City Council passed the following resolution at their August 28, 2006 meeting:

"Resolved that the report of the Commissioner of Community Services dated 2006 08 28 concerning Soo Thunderbirds Junior "A" Hockey Club be accepted and the recommendation that the request for a reprieve of the 2005/2006 and 2006/2007 ice rental fees BE REFERRED to the Parks and Recreation Advisory Committee, Community Services and Finance Departments for review and report back to City Council be approved."

A copy of the initial report to City Council is attached.

At their November 1, 2006 meeting, the Parks and Recreation Advisory Committee established a sub-committee to review and report back on this issue. At the same time, a copy of the City's Financial Assistance Policy was forwarded to the Soo Thunderbirds and they were asked to submit the required information outlined in the policy so that the sub-committee could review it.

The sub-committee met on April 18th to identify a process for reviewing this matter. They met again on April 25th with the Soo Thunderbirds' Vice-President, Albert Giommi. There was one final meeting on May 11th to determine a recommendation.

The sub-committee did a thorough review of the matter including the submission from the Soo Thunderbirds as requested according to the Financial Assistance Policy.

At the meeting with Mr. Giommi, the sub-committee noted the following items:

- Reviewed in detail the program offered by the Soo Thunderbirds to the youth hockey players in Sault Ste. Marie.
- The main reason for their financial situation is the loss of bingo revenue.
- It was noted that the request did not comply with the City's Financial Assistance Policy and that this was a concern to the sub-committee.
- Discussed alternate solutions which mainly dealt with the team paying their account in full before the next season and then not having to pay their ice time for two (2) seasons; and then, after that, paying their outstanding account through a sharing of the team's revenue only after a certain threshold was reached. This scenario would assist them in getting back on their feet provided the bingos are reinstated and successful. It now appears that the local bingos will be up and running again very shortly.

Recommendation

Moved by: S. Milne

Seconded by: J. Bumbacco

"Resolved that while it is recognized that the Soo Thunderbirds' Executive is dedicated, and supports the local hockey youth both monetarily and through their tireless volunteering, the sub-committee does not recommend their request for a reprieve of the 2005/06 and 2006/07 ice rental fee be approved based on:

- The request does not meet the City's Financial Assistance Policy.
- Granting the request would have major implications with other user groups.
- The City presently supports the team by:
 - Providing practice time free of charge.
 - Providing the exclusive use (year round) of a dressing room and storage area at the John Rhodes Community Centre."

CARRIED

Next Steps

In addition, to the above resolution the sub-committee respectfully submits the following for consideration as the Hockey Club's next season is fast approaching:

- A copy of the report be forwarded to the Soo Thunderbirds' Executive, and that they be advised that this will appear on the June 11, 2007 City Council Agenda; and further that they be advised to contact the Clerk's Department if they wish to speak on the report at the June 11th City Council meeting.
- The Soo Thunderbirds be given until June 30, 2007 to pay their outstanding invoice or submit a payment plan that is acceptable to the City. Failing this, the ice time should revert back to the Community Centres Division for re-allocation.

Respectfully submitted,

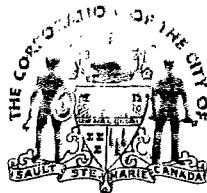
Nicholas J. Apostle
Commissioner Community Services
on behalf of the P.R.A.C. Sub-Committee

jb.li/comcentres/soo_thunderbirds/07/prac_sub_com_report_soo_thunderbirds

attachment

5(q)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities
Municipal Day Nurseries
Recreation & Culture Division

2006 08 28

Mayor John Rowswell
and Members of City Council

Soo Thunderbirds Junior "A" Hockey Club

Attached is a letter from the Club requesting financial relief from 2005-06 and 2006-07 ice rental charges. The reason they cite for the request is due to the lack of bingo revenues because of the closure of the local Bingo Hall.

Recommendation

It is recommended that this matter be referred to the Parks and Recreation Advisory Committee for a report back to Council and that staff from the Community Services Department and Finance Department be part of the process.

A handwritten signature in black ink, appearing to read "N.J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

jbcornetnra/soo thunderbirds/council report aug 28

cc: Bill Freiburger

59)



S.O.O. THUNDERBIRDS HOCKEY CLUB

JUNIOR "A" HOCKEY CLUB

Member of N.O.J.H.L.

215 Drive In Road

Sault Ste. Marie, Ont P6B 5X5

Tel. (705) 256-7957

Fax (705) 949-6034

www.soothunderbirdshockey.com

President: Pat Egan

Tel: (705) 256-7957

Fax: (705) 949-6034

traders.steel@shaw.ca

Vice-President: Al Jones

Director of Business Operations

Tel: (705) 253-4921

Fax: (705) 253-4921

jones.subway@shaw.ca

Vice-President: Albert Giommi

Tel: (705) 253-5646

albert@nationalgroup.ca

Dear: Mr. Joe Fratesi, Chief Administrative Officer

Mr. Nick Apostle, Commissioner Community Services

As you are quite aware my involvement with the Soo Thunderbirds has been Minimal until two years ago.

A little bit of info on the Soo Thunderbirds and their mandate.

: 80% of the team must be local players

: The other 20% is primarily as a feeder for the Soo Greyhounds

: In the past we have never asked for money from the players believing that this would eliminate those that are under privileged from participating.

This will have to change and will be as minimal as possible \$500.00 to \$1,000.00 per player. Other hockey organizations are collecting over \$3,500.00 per player. This would make it unaffordable for those that can not make their on day to day commitments and would be against our goals for the community in making this venue of hockey affordable.

: Cost to operate this club is over \$230,000.00 annually which again is raised primarily thru local companies and bingo's

Over the last few years this hockey team operated from donations from local businesses and volunteer support. A major source of our operating money came from Bingo proceeds.

The local individuals that are continually trying to keep this important sector of hockey alive have no financial or personal gain from this endeavor other than the believing that this is a form of hockey to grow from. We have had a lot of players succeed in obtaining scholarships or furthering their hockey careers.

5(2)

The pressure of fund raising with in our community over the last year has been enormous. From raising funds for all of the different organizations, The hospital, the new arena and etc has put a tremendous strain on local businesses. I myself am even tapped out. From donating to different organization for minor sports with in our community and donating \$50,000.00 to the hospital and etc. When does it stop?

Bingo does really help these organizations to make it affordable to those that need it the most. The Soo Thunderbirds were very well flourished with funds many years ago and have helped a lot of organizations in making ends meet and made sure that the bingo funds were distributed equally. These funds also helped the Soo Thunderbirds in paying for Ice Time and Bus Expenses to make it affordable to the local individuals.

Since the changes in the law's which was finally put into effect by the Provincial government the patriots of the bingo's were taking their business elsewhere.

The Soo Thunderbirds was continually operating its bingo hoping for a change and it was losing money on every Bingo for over a year until the closure of the bingo hall.

Last year after meeting with Mr. Nick Apostle and Mr. Joe Fratesi I personally made sure that all of the outstanding dept from past years along with a reasonable interest was paid in full.

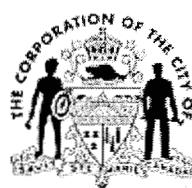
I was hoping that there would be a change in the way Bingo's were run this year but that did not happen and now the bingo source of revenue is no longer available at this time. Along with the continuing amount of stress on the local business community for donations to the hospital funds, the new arena and many other organizations were are unable to meet our commitment to last years ice rental.

We as a local individual are asking that you give the Soo Thunderbirds a reprieve for last years ice rental (2005/2006) and this years ice rental (2006/2007). So as we may continue forth with finding other sources of revenue in fund raising to keep this important aspect of hockey with in our community.

Albert Giommi

Corporate Sponsors:
Traders Steel
National Supply
Subway

5(g)



Minutes of the Parks & Recreation Advisory Committee
Special Meeting Minutes

Soo Thunderbirds Financial Request

Held May 17, 2007 at 5:00 p.m. in the Thompson Room, Civic Centre

| | | | |
|-----------------|--|---|---|
| <u>Present:</u> | Judy Tucci Jerry Bumbacco Mark Kontulainen Al Jones | Gino Cavallo Susan Milne Nick Apostle Pat Egan | Councillor Manzo Tom Mauro Joe Cain |
| <u>Regrets</u> | Richard Craftchick | Deane Greenwood | Councillor Celetti |

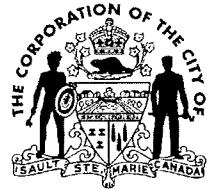
Discussion

- 1.0 Jerry Bumbacco reviewed the process to date.
- 2.0 Nick Apostle gave an overview of the sub-committee report dated May 17, 2007.
- 3.0 Pat Egan spoke on behalf of the Club and their program and the reason for financial problems. On top of the Bingo Hall closure, the fundraising for the Steelback Centre, the hospital and the hospice, made fundraising next to impossible. Also, their professional fundraiser (2006 – 2007 season) did not generate any fundraising.
- 4.0 Bingo's will now be starting and hopefully will generate enough revenue.
- 5.0 In a response to a question Mr. Jones stated that teams in the league do not charge for registration. At one time they paid players.
- 6.0 In response to a question Mr. Jones stated the Club can only use the Bingo money for ice time and bus rental.
- 7.0 Moved by: Judy Tucci
Seconded by: Tom Mauro

"Resolved that the May 17, 2007 report from the Parks & Recreation Sub-Committee, regarding the request from the Soo Thunderbirds for a reprieve of the 2005 – 2006 and 2006 – 2007 ice rental fee, and the recommendation and next steps contained there in be accepted and further that it be forwarded to City Council for their consideration".

CARRIED

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities
Municipal Day Nurseries
Recreation & Culture Division

5(r)

2007 06 11

Mayor John Rowswell
And Members of City Council

City Men's Hockey League – Request For Forgiveness Of Debt

The City Men's Hockey League currently has an outstanding debt in the amount of \$8,625.08 (principal of \$5,936.86 and interest of \$2,688.22) for ice rental at various City arenas. We have been working with the group to get this paid off but have been unsuccessful.

Attached is a letter from the President of the league requesting the full amount be forgiven. The request does not qualify for funding under the City's Financial Assistance Policy. As in other cases this could be referred to the Parks and Recreation Advisory Committee to review and report back to City Council.

Recommendation

It is recommended that City Council refer the request from the City Men's Hockey League for forgiveness of their outstanding debt in the amount of \$8,625.08 (principal of \$5,936.86 and interest of \$2,688.22) to the Parks and Recreation Advisory Committee for their review and that they report back to City Council with a recommendation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicholas J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

cc: B. Freiburger
 D. Armstrong

li/council/07/report to council City Men's Hky League request for forgiving debt

attachment

[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(r)

May 29, 2007

Attention: Nick Apostle

Re: Molson Men's Outstanding Balance

Molson Men's had, up to 2002, been operating for some 20 years without any problems. In 2002 the league decided to expand. They had a husband and wife running the league. They lasted the one year, as did the league, folding after the end of the season.

In 2002 the league had two new teams, with regards to one of the new teams, there were complications (I don't want to get into details as it pertains to individuals) with collecting their money and the end result was that the League did not collect from them for their entire team's registration. Therefore the league was left with a \$2000-\$2500 bill. This team folded out of the league.

The other team was again run by a business owner and friend, who were responsible for the Team's registration. The business during the course of the season got sold, the owner and friend decided to move to Florida. They told the couple running the league the players were responsible for the balance owing of approximately \$2,000. When the players were confronted, they were surprised and said they owed nothing. What was the league to do with this? Again the team folded owing approximately \$2000.

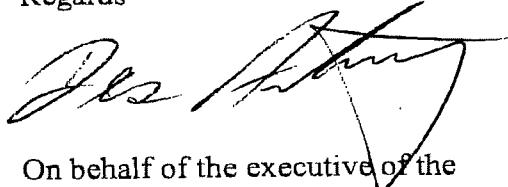
One of the gentlemen running this team has since been killed in a car accident. As a result of this, Molson's Men folded. The couple running the league stepped aside. The following year the remaining teams put a new league together called City Men's Hockey League and have been operating ever since with no problems.

Again, out of the 20 or so years the League has been in operation, 2002 is the only year there were problems.

Each year since, we have been trying to find a way to pay the debt, but have been unsuccessful. Players from the past and newer players feel it is not their responsibility to pay for other people. The new executive has tried each year since through our Mayor's Cup Tournament to collect extra funds to help with the debt, but also have been unsuccessful.

We are hoping that the City will look at the circumstances and consider forgiving this debt. Please contact me if you need any more information, we appreciate anything that can be done for us.

Regards



On behalf of the executive of the
City Men's Hockey League

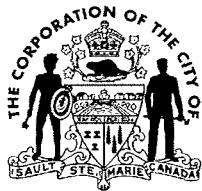
COMMUNITY SERVICES DEPT.

MM 31/07

RECEIVED

5(s)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities
Municipal Day Nurseries
Recreation & Culture Division

2007 06 11

Mayor John Rowswell
And Members of City Council

Seniors Drop-In Centre – HVAC System Replacement

We have been advised that the HVAC system at the Seniors Drop-In Centre on Bay Street needs to be replaced as soon as possible. After performing their seasonal servicing on this unit the contractor advised us in writing (see attached) that they do not recommend repairing the unit and that it could become a health and safety issue.

The cost of the work is estimated to be between \$20,000.00 and \$25,000.00. In speaking with the Commissioner of Finance, the money could be allotted from the Unforeseen Expenses Account.

We would attempt to coordinate the replacement of the HVAC with the replacement of the roof. Tendering for the roof work is in process and estimated to be completed by late summer or early fall.

Recommendation

It is recommended that City Council authorize staff to tender for the replacement of the HVAC unit at the Seniors Drop-In Centre, at the estimated cost of between \$20,000.00 and \$25,000.00, with funding coming from the Unforeseen Expenses Account.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicholas J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

~~RECOMMENDED FOR APPROVAL~~
A handwritten signature in black ink, appearing to read "Joseph M. Fratesi".
Joseph M. Fratesi
Chief Administrative Officer

5(s)



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158 Sackville Road
Sault Ste Marie, Ont. P6B 4T6
Tel - 705-942-3043
Fax - 705-942-0614
Email - gmclean@stelectrical.com

Transmittal

To: City of SSM

DATE: May 23, 2007

Re: 615 Bay Street

Attn: Joe Cain

As per our conversation the following information is provided in regards to the MUA Unit for 615 Bay Street.

After inspecting the unit on the roof the following was determined by our technician:

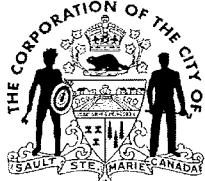
The unit is old and requires the heat exchanger to be monitored on a regular basis. It is recommended a new unit be priced out to replace the existing unit. The unit is falling apart and it is not recommended to repair. Based on the age of the unit it could become a health and safety issue if the heat exchanger fails. Price was based on a replacement unit.

Thanks

S. & T. Electrical Contractors Ltd. is a member of the Authorized Contractor Program (ACP). As an ACP contractor we are liable to complete and/or correct any work that we come in contact with that does not meet the electrical code. We must also complete any emergency repairs that we have made. The customer agrees to pay costs for final electrical changes in accordance with the Electrical Safety Authority standards as soon as we, the contractor, can order material and/or coordinate with the Supply Utility to complete the necessary work.

- Serving Northern Ontario Since 1984 -

Martin Girardi
Manager of Estimating



2007 06 11

Mayor John Rowswell
And Members of City Council

Steelback Centre Operational Review

At the February 26, 2007 meeting the following resolution was passed:

"Whereas the Steelback Centre has been in operation for six months and it appears to be functioning at levels beyond expectations as evidenced by the number and quality of concerts, pending national events, unprecedented Soo Greyhound attendance figures, along with record concession sales:

Be it resolved that appropriate staff prepare a report based on the above and hopefully incorporating the following:

1. ***Soo Greyhounds - City financial revenue sharing to this point in time with consideration also to the \$1,000,000.00 ticket plateau;***
2. ***Concession revenue on a one game, one concert basis;***
3. ***Policy as applied to Promoter-City agreements as to Steelback Centre Concerts;***
4. ***Increase in costs as necessitated by increase in staff levels and other unforeseen circumstances;***
5. ***Potential lineup of coming attractions;***
6. ***Subsidy of present operation as compared to the Memorial Gardens venue;***
7. ***Status of permanent Steelback sign, sound system;***
8. ***Reviews from outside attendees/performers e.g. Bare Naked Ladies;***
9. ***Present marketing strategies;***
10. ***Outline any noted deficiencies and potential remedies;***
11. ***General comments: media, Tourism Sault Ste. Marie, suite holders, visiting teams, Soo Greyhounds, Frank D'Angelo, casino, Downtown merchants, general public, staff;***
12. ***Comment on advisability of establishing a reserve fund to provide necessary improvements or unforeseen circumstances."***

Item # 1

Attendance at the Soo Greyhounds games this past season set a record.

The revenue sharing agreement with the Soo Greyhounds for ticket sales is a sliding scale arrangement. The excellent attendance at the regular season games coupled

with the Team going two rounds into the playoffs meant the maximum sharing arrangement, 50 – 50, for most of the playoff games was achieved. The excitement has carried over to next season. 2007/08 season tickets have been cut-off at 3,600 and a waiting list of approximately 300 has been established. This guarantees that we will be well into the sharing arrangement again for next season based solely on season ticket sales.

Item # 2

The concession sales at the new Steelback Centre are approximately three (3) times greater than those of the Memorial Gardens. In conjunction, our expenses are higher but in the end our gross profit has increased greatly. Here are the highlights of our sales to date:

- Soo Greyhounds - Lowest regular season sale - \$ 10,515.00
- Soo Greyhounds - Highest regular season sale - \$ 18,507.00 (home opener)
- Soo Greyhounds - Typical regular season sale range - \$12,500.00 - \$13,200.00
- Lowest Concert sale - \$8,820.00
- Highest Concert sale - \$29,746.00

Item # 3

The policy for "Promoter-City agreements" is standard for all concerts/events. We charge a rental rate for the facility plus expenses. The expenses include such items as security, stage, laying and lifting of event floor, set-up, etc.

Item # 4

We have planned for an increase in expenses in most areas. Our initial business plan took this into consideration and it was projected that our increased revenues would at least offset the increase in expenses. It was projected that the new Centre would not cost more to operate than the previous facility.

Item # 5

The confirmed and potential line-up of events is attached. The hiring of the Marketing and Events Manager is proving to be a very valuable move with regards to events. He is able to work closely with concert promoters and event organizers to ensure their event is successful. In addition to concerts and shows, we are working closely with Tourism Sault Ste. Marie to bring a variety of other events such as conventions and sport tourism events.

Item # 6

This ties into item # 4 above as well. It was projected that the new Centre would not cost more to operate than the previous facility.

Item # 7

The permanent exterior Steelback Centre sign was erected in March 2007. It is a lit sign and compliments the facility very nicely.

The sound system is almost completed. We have had the sound engineer review the layout of the speakers and have done some minor adjustments. We are awaiting his final report. All indications are that it is working perfectly.

Item # 8

We have had a variety of events and many reviews from event organizers, promoters, and performers. The performers have been very pleased with the facility and some have taken the time, during their performance, to mention how nice it is and how great the staff is.

The promoters are very pleased with many aspects of the facility however they have presented a few concerns that we are trying to address. Some of their concerns are ticketing software is antiquated, lack of certain items that need to be available such as pipe and drape, barricades, better rigging systems, and exterior digital marquee signs.

Event organizers are also very pleased with the facility but would like to see many more amenities for events. In particular the break-out room needs to be finished in order to have it useable as a break-out room.

We are presently working on a plan to address the concerns noted by promoters and event organizers.

Item # 9

The Marketing Plan, since opening the Steelback Centre, has been to effectively provide entertainment to the community through various events. To accomplish this, - the Marketing Strategy, through the role of the Marketing & Events unit, has been to define the event, specifically detail the individual event, and cater to the audience that will be most likely to attend the event. The Marketing and Events unit is very sensitive to understanding the importance of relationship building and commitment with organizations in our community, the province, and nation, as it pertains to the success of an event. In addition, the Steelback Centre works very closely with Tourism Sault Ste. Marie on bidding for conventions and sporting events.

Item # 10

There are still some outstanding deficiencies. The prime consultant, E.P.O.H. Inc. Architects and Engineers, have done detailed reviews and have a comprehensive list of deficiencies. There are only minor deficiencies remaining. We have every reason to believe the contractor will complete them in a timely fashion however, in case the contractor does not complete the deficiencies in a timely manor we have held an amount of money back from the contract to pay for them.

Item # 11

The general comments on the facility have been extremely positive from all users. It has been a positive influence to businesses in the area with two new restaurants opening in the immediate vicinity. One restaurant owner mentioned that during some events they have had to turn people away. We poled the local hotels and it seems that approximately 100 extra room nights are directly associated with concerts. The success of the facility has meant that many partnerships are being established with such entities as Frank D'Angelo, (Steelback Brewery) O.L.G. Casino Sault Ste. Marie, House of Blues, LIVE NATION, and others.

From staff's perspective, there have been growing pains, as a result of the high attendance at events and the heightened interest from promoters and event organizers. Staff have not had all of the tools necessary to fulfill all of the requests however, a list has been compiled of what is required and a plan is in place to provide all of the necessary tools. Some of the items being worked on are: hiring of a Business Administrative Coordinator, purchase of new ticketing software, outfitting the Break-Out room, extra seating (in-fill areas), comfortable portable chairs for concerts and events. A comprehensive list and a funding plan will be brought to City Council in the near future.

Probably the best comment I have heard, and it usually comes from the age group that we are constantly trying to retain, is that "*I can't believe we have this in Sault Ste. Marie.*"

Item # 12

It is strongly advised that a reserve fund be established. Hopefully some money can be budgeted to go towards a reserve annually. In addition, it is the staff's opinion that, with regards to the annual operating budget, any amount less than the amount it cost to operate the Memorial Gardens (on an indexed base) be put in a reserve fund for improvements and/or unforeseen circumstances.

5(+)

Item # 13

At the February 26, 2007 meeting, an additional item was requested to be included in the report; "Have there been any concerns or incidents with the sale of alcohol?" It has been a challenge to gear up for the sale of alcohol and it has been a learning experience to deal with the various events and shows. Staff has been able to provide an excellent level of service while managing to comply with the extensive legislation. The cooperation, both locally and provincially, from the Alcohol and Gaming Commission of Ontario has been appreciated.

We have had no incidents at the Soo Greyhound games and only one minor incident at a concert.

As alcohol service, of this magnitude, is a new area for our Food and Beverage operations, areas of concern are presented. The topmost concern has been with beverages being brought into the facility that have been purchased from outside establishments. The most common single item being brought in is coffee. We have been strongly advised that this should not happen because it allows patrons the opportunity to bring in alcohol which contravenes legislation. We have spoken to other similar venues and they have policies in place that prohibit food and beverages being brought into the facility. Therefore we are going to implement a similar policy starting with the upcoming concerts and have it carried through to the Soo Greyhound games.

All of the above is respectfully provided as requested.



Nicholas J. Apostle
Commissioner Community Services

li/council/07/report to council – Steelback Centre operational review

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Upcoming Events2007

- May 18 - 20 – Men's Ontario Juvenile Basketball Championships
May 25 – Sault College of Applied Arts & Technology Convocation
May 27 – Monster Truck Show
June 27 – St. Paul's School Graduation
July 15 – Concert - INXS
July 25 – Concert - Hilary Duff
August 2 - 5 – Convention - Harley Davidson Owners Group Rally
September 22 – Downtown Association Walk of Fame Event
October 5-6 – Korah Collegiate School Reunion Reception
November 22 – - Skating Show - Story Book On Ice Show

2008

- February 1 - 2 – Bon Soo
February 3-7 – OHL All-Star Week
March 9 - 13 – Little NHL Hockey Tournament
April 27 to May 4
or May 4 - 10 – National Aboriginal Hockey Championships

June 1 to August 31 – Possible Private Suite Construction

2009

- June 14 - 17 – Convention - Association of Municipal Managers, Clerks, & Treasurers Conference

2010

- July 28 – August 1 – Convention - National Grand Finnish Festival

Potential Events

Hockey

- Exhibition Games – N.H.L., Team Canada
- Tournaments – Men's, women's, youth, high school, Provincial/National championships

Concerts

Working on many leads for concerts.

- Minor - Under 3,200
- Major - 3,200+ (concerts over 3,199 are subject to a 10% Provincial entertainment tax)

Family Shows/Community Events

- Canadian Idol, Lord of the Dance, Barrage, Celtic Tiger
- Live Children's Shows (Dora, Clifford, Arthur)
- Figure Skating (Stars on Ice, Celebration on Ice, Holiday Festival)
- Circuses
- Film Shoots
- Fundraisers
- Garage Sale/Flea Market
- Reunions
- Tribute Acts
- Ethnic Events (Finnish, Italian, Croatian, First Nation)
- Corporate Events (O.L.G., M.N.R., G. P. Flakeboard, etc.)

Trade Shows

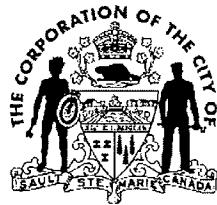
- Outdoor Show
- Forestry Show
- Home and Garden
- Auctions
- Computer Shows
- Boat/Car Shows
- Golf Shows
- Ski/Snowboard

Other Sports/Events

- Figure Skating (competitive)
- Curling
- Basketball/Tournaments/Globetrotters/Street Ball
- Lacrosse
- Professional Wrestling, Monster Truck, Rodeo

5(u)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

June 11, 2007

Mayor John Rowswell
and Members of City Council

SPORTS AND ENTERTAINMENT CENTRE STEERING COMMITTEE - DISSOLUTION

This committee was formed in 2003, by way of Council resolution, and assigned the task of overseeing the new Sports and Entertainment Centre project. The committee has accomplished their task, with the result being the construction of the new Steelback Centre, a state-of-the-art sports and entertainment centre.

The committee is now recommending to City Council that it be dissolved and that a small working group be established to oversee the few items that remain outstanding - ie. FedNor grant application and Phase 2 & 3 of the Private Suites project.

Recommendation

The following resolution was passed by the Sports and Entertainment Centre Steering Committee:

Moved by: Councillor B. Hayes
Seconded by: Councillor S. Butland

"Be it resolved that the committee recommends to City Council that the Sports and Entertainment Centre Steering Committee be dissolved as they have completed their assigned task of overseeing the implementation of the new Sports and Entertainment Centre, now named the Steelback Centre; and furthermore that a small working group consisting of Councillor James Caicco; Bill Freiburger, Commissioner of Finance; Nick Apostle, Commissioner of Community Services; and Norm Fera, Manager Community Centres, be established to oversee the remaining outstanding items."

Carried

Respectfully submitted on behalf of the Sports and Entertainment Centre Steering Committee,

A handwritten signature in black ink, appearing to read "Nicholas J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

jb/council/ssmsec dissolution

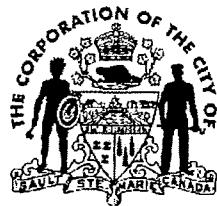
RECOMMENDED FOR APPROVAL

A handwritten signature in black ink, appearing to read "Joseph M. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer

5(v)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

June 11, 2007

Mayor John Rowswell
and Members of City Council

VIDEO SCOREBOARD – STEELBACK CENTRE

Background

City staff and Soo Greyhounds staff have been working towards providing live coverage of their games on the video board and as well as replays. During the playoffs we were able to have certain functions of the video board working and it was extremely well received by the fans.

Since December 2006 we have been working with the manufacturer to provide the proper components to implement live coverage and replays. In addition, we have been working with local technical specialists knowledgeable in providing this service.

The process has taken longer than expected for two reasons. First, providing live coverage and video replay is not something that we (Soo Greyhounds and City staff) are that familiar with – it has been a big learning curve. Second, in other OHL communities this type of service is often provided by the local cable company. Our local cable company is unable to provide this service so we have had to work with local specialists to develop a structure that would work for the team and the facility.

Cost

There are many technical components that are required to provide live coverage and video replay such as cameras, software, hardware, cabling, and recording devices (complete list and costing is attached). The price we have been quoted is approximately \$104,000., which does not include the installation of the cabling or any electrical power or conduits that are required. Staff estimates the total cost to be approximately \$110,000.

In addition to the capital cost there will be an on-going cost for staff to run the entire video board operation and provide production services. This includes approximately five individuals for each game. This is estimated to cost \$35,000. to \$40,000. annually.

5(v)

Funding

In meetings with the Soo Greyhounds and the Sports and Entertainment Centre Steering Committee, a sharing arrangement was developed pending Council approval, which would see the Soo Greyhounds responsible for the annual operational costs and the City responsible for the capital costs. The City's portion of the capital costs would be recovered by extending the present sponsorship funding arrangement for the video board for an additional three years. Presently the City receives all video board sponsorship money for the next seven years, so this would extend the agreement to ten years. All of the details of the arrangement would be outlined in a letter of understanding between the City and the Team. Presently we have a letter from the Soo Greyhounds stating they agree to this arrangement in principle.

Purchase of Technical Components

Staff recommend that the technical components (see attached) be single sourced through the provider of the video board, Hamilton Digital Display. This will ensure that the components are totally compatible with the video board and also that the warranty (5 years) will not be voided.

In addition to all of the above, all aspects of the video board, including the live coverage and video replay features, will be available to all of the events at the Steelback Centre. This will definitely enhance the customer's "experience" of the event, whether it be a Soo Greyhounds game, concert, convention, or trade show.

Recommendation

The Sports and Entertainment Centre Steering Committee recommends that Council approve the single sourcing of the video board components necessary to provide live coverage and video replay to Hamilton Digital Display as noted in their attached quote, in the amount of \$104,365.; and further that the agreement with the Soo Greyhounds regarding the arrangement of payment of the video board through the Sponsorship Revenue, be extended by three years, to a total of ten years, with the revenue going to pay off the purchase of the video board components.

All of which is respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services
on behalf of the
Sports and Entertainment Centre Steering Committee

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(v)

| <u>Item</u> | <u>Manufacturer</u> | <u>Part #</u> | <u>Description</u> | <u>Qty</u> | <u>List Price</u> | <u>Xtended</u> |
|----------------|---------------------|---|--------------------|------------|-------------------|----------------|
| 1 Swticher | | | | | \$ | - |
| 2 100pa | Broadcast Pix | Slate 100 pro analog | 1 | 14,324.00 | \$ | 14,324.00 |
| 3 47 | Broadcast Pix | More Analog I/O: 4 in, 1 out | 1 | 1,791.00 | \$ | 1,791.00 |
| 5 308 | Broadcast Pix | Clip Import DV/MPEG2 | 1 | 1,188.00 | \$ | 1,188.00 |
| 6 160 | Broadcast Pix | Additional CG Inscriber TitleMotion Pro License | 1 | 597.00 | \$ | 597.00 |
| 7 628460 | HP | HP Compaq Business Desktop dx2250 - Sempron 3400+ 1.8 GHz | 1 | 552.00 | \$ | 552.00 |
| 8 PX976AA | HP | HP 1-GB PC2-5300 (DDR2 667 MHz) DIMM | 1 | 305.00 | \$ | 305.00 |
| 9 386874 | D-Link | DGS-2205 5-Port 10/100/1000 Gigabit Switch | 1 | 75.00 | \$ | 75.00 |
| 10 VX2235WM | Viewsonic | 22in 1680x1050 LCD Monitor | 1 | 528.00 | \$ | 528.00 |
| 11 ASLCD92VXBK | NEC | 19" LCD MONITOR - BLACK | 1 | 435.00 | \$ | 435.00 |
| Editing | | | | | \$ | - |
| 12 214174 | APPLE | Apple - Mac Pro Two 2.66GHz Dual-Core Intel Xeon, 1GB, 250GB, X1900, both BT & AP | 1 | 4,320.00 | \$ | 4,320.00 |
| | | Specifications | | | \$ | - |
| | | Two 2.66GHz Dual-Core Intel Xeon | | | \$ | - |
| | | 1GB (2 x 512MB) | | | \$ | - |
| | | 250GB 7200-rpm Serial ATA 3Gb/s | | | \$ | - |
| | | ATI Radeon X1900 XT 512MB (2 x dual-link DVI) | | | \$ | - |
| | | One 16x SuperDrive | | | \$ | - |
| | | Both Bluetooth 2.0+EDR and AirPort Extreme | | | \$ | - |
| | | Apple Keyboard and Mighty Mouse - U.S. English | | | \$ | - |
| | | Mac OS X - U.S. English | | | \$ | - |
| 214121 | | 1GB DDR2 5300 667mhz FB Dimm (2x512MB) Kit | 1 | 369.00 | \$ | 369.00 |
| 214141 | | 2GB DDR2 5300 667mhz FB Dimm (2x1GB) Kit | 1 | 733.00 | \$ | 733.00 |
| 211122 | | Hitachi Deskstar 500GB SATA-II 7200rpm 16MB cache Drive | 3 | 364.00 | \$ | 1,092.00 |
| 213347 | | Apple Final Cut Studio 5.1 | 1 | 1,700.00 | \$ | 1,700.00 |
| 215497 | | ViewSonic VG2030wm 20" Widescreen LCD Display | 2 | 445.00 | \$ | 890.00 |
| 210308 | | Altec-Lansing VS4121 3pcs Speaker System | 1 | 105.00 | \$ | 105.00 |
| 210205 | | LogicKeyboard Apple Pro G5 Final Cut Pro Custom Keyboard | 1 | 133.00 | \$ | 133.00 |
| 210398 | | Contour Shuttle Pro 2 | 1 | 131.00 | \$ | 131.00 |
| 211355 | | Mac System Configuration and Testing | 1 | 730.00 | \$ | 730.00 |
| 13 | | | | | \$ | - |
| 14 211664 | | Adobe Production Studio Premium for Windows includes: | 1 | 2,384.00 | \$ | 2,384.00 |
| 15 | | After Effects7.0 Pro | | | \$ | - |
| 16 | | Premiere Pro 2.0 | | | \$ | - |
| 17 | | Photoshop CS2 | | | \$ | - |
| | | Audition 2.0 | | | \$ | - |
| | | Encore DVD 2.0 | | | \$ | - |
| 18 | | Illustrator CS2 | | | \$ | - |
| 19 | | Dynamic Link | | | \$ | - |
| 20 | | Bridge | | | \$ | - |
| 21 Cameras | | | | | \$ | - |
| 22 XL2 | Canon | 3CCD MiniDV Camcorder With 20x Lens | 3 | 5,542.00 | \$ | 16,626.00 |
| 23 DM50 | Canon | DIRECTIONAL STEREO MICROPHONE | 3 | 306.00 | \$ | 918.00 |
| 24 XL1.6 | Canon | EXTENDER | 3 | 651.00 | \$ | 1,953.00 |
| 25 ZR1000 | Canon | ZOOM REMOTE CONTROL | 3 | 342.00 | \$ | 1,026.00 |
| 26 | Portabrace | SYSTEM CASE | 3 | 541.00 | \$ | 1,623.00 |
| 27 3046-3433 | Bogen | TRIPOD / HEAD KIT | 2 | 692.00 | \$ | 1,384.00 |
| 3433HK | Bogen | ADDITIONAL PAN HANDLE FOR 3433 | 2 | 60.00 | \$ | 120.00 |
| 503532ART | Bogen | 3460 (503) Head, 532ART Tripod, 3141BALL Half Ball, MBAG100P | 1 | 2,350.00 | \$ | 2,350.00 |
| 28 L4-PRO | Glidecam | Glidecam Pro Monitor | 3 | 620.00 | \$ | 1,860.00 |
| 29 L4-BATT | Glidecam | Battery Pack for L4 Monitor | 3 | 172.00 | \$ | 516.00 |
| 30 H400 | Glidecam | 4in Hood | 3 | 30.00 | \$ | 90.00 |
| 31 | | | | | \$ | - |
| Intercom | | | | | \$ | - |
| RS601 | ClearCom | 1-Channel Standard Beltpack | 5 | 358.00 | \$ | 1,790.00 |
| 32 CC-95 | ClearCom | Single-Ear Standard Headset / Microphone | 3 | 293.00 | \$ | 879.00 |
| 33 CC-260 | ClearCom | Double-Ear Standard Headset | 2 | 356.00 | \$ | 712.00 |
| Replay System | | | | | \$ | - |
| 34 SPORT | BUF TECHNOLOGY | SPORT INTEGRATED REPLAY SYSTEM | 1 | 6,783.00 | \$ | 6,783.00 |
| HDD80 | BUF TECHNOLOGY | Hard Drive | 1 | 1,027.00 | \$ | 1,027.00 |
| | | | | | \$ | - |

5(v)

| <u>Item</u> | <u>Manufacturer Part #</u> | <u>Manufacturer</u> | <u>Description</u> | <u>Qty</u> | <u>List Price</u> | <u>Xtended</u> |
|-------------|--|---------------------|--|------------|-------------------|----------------|
| 35 | Conversion and Test Gear BURST-BG4 | Burst | Output Black Burst Generator with Tone | 1 | \$ 468 | \$ 468.00 |
| 36 | Ingest/Playout SRDVM600US | JVC | 3-IN-ONE VIDEO RECORDER/PLAYER | 1 | \$ 1,622.00 | \$ 1,622.00 |
| 37 | | | 3-in-1 MiniDV / HDD / DVD-R Combination Deck | | | |
| 38 | MDV60DUP-MC | JVC | 60 MINUTE MINI DV CASSETTE (MASTER CARTON) 50 TAPES PER | 1 | \$ 536 | \$ 536.00 |
| 39 | | | | | | |
| 40 | Installation Components | | | | | |
| | 1695A | Belden | Coax Cable | 4000 | \$ 1.85 | \$ 7,400.00 |
| | 1814R | Belden | 2 Pair Audio Cable | 300 | \$ 0.88 | \$ 264.00 |
| 42 | Custom | HD Group | Racks and Millwork | 1 | | \$ 1,154.00 |
| | Custom | HD Group | Camera Back Box with Single Coax 2 pair audio (1) for Intercom | 5 | \$ 136 | \$ 680.00 |
| | | | | | | |
| | Training | | | | | \$ - |
| | Training | HD Group | System Training | 1 | \$ 2,714.00 | \$ 2,714.00 |
| | Total Equipment | | | | | \$ 86,877.00 |
| | Total Labor installation, design and engineering | | | | | \$ 13,892.00 |
| | Total Equipment & Labor | | | | | \$ 100,769.00 |
| | Materials | | | | | \$ 3,597.00 |
| | Grand Total Equipment, Labor & Materials | | | | | \$ 104,366.00 |

Pricing is subject to all applicable taxes being extra

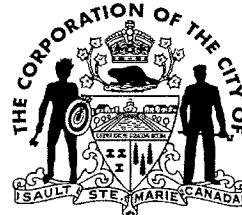
Electrical power and conduits where required is by others.

Installation of the cable is by others.

5(w)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2007 06 11

Our File: Contract 2007-5E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2007-5E
MISCELLANEOUS ASPHALT REPAVING**

Tenders received for Contract 2007-5E were opened at a public meeting Thursday, May 31, 2007 in the Korah Room of the Civic Centre. Present at the opening was Councillor Ozzie Grandinetti as well as City staff and contractor representatives.

The contract calls for the milling and asphalt resurfacing of Wellington Street West – Lyons Avenue to Conmee Avenue; mill and asphalt resurfacing of Public Works & Transportation asphalt patches (various locations); new surface course for Fifth Line East – Great Northern Road to Conservation authority entrance and new asphalt surface course for the King Street/Albert Street parking lot.

A total of two (2) tenders were received. Each tender has been checked and everything is in order. The low tender of **\$756,413.32** (incl. GST) was received from Pioneer Construction Inc. Additional asphalt patches, maintenance work and parking lot resurfacing were included in this tender to ensure competitive pricing for several miscellaneous projects funded by Public Works & Transportation. It is noted that the portion of work in the Engineering Miscellaneous Account totals **\$520,082.50** which is **\$4,917.50** below the approved budget amount of **\$525,000.00**. Public Works & Transportation have advised that the tendered amounts for their portion of the contract are within their maintenance budget. Accordingly, we recommend Contract 2007-5E be awarded to Pioneer Construction Inc.

By-Law 2007-112 authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Carl Rumiel".

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

A handwritten signature in black ink, appearing to read "Jerry D. Dolcetti".

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

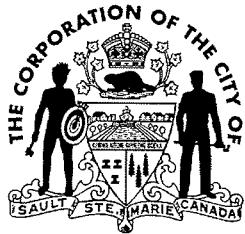
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RECOMMENDED FOR APPROVAL

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Joseph M. Fratesi
Chief Administrative Officer

5(w)



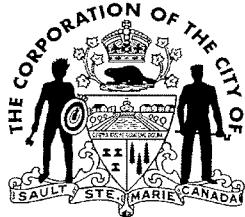
2007 06 11
Our File: Contract 2007-5E

CONTRACT 2007-5E
MISCELLANEOUS ASPHALT REPAVING
LIST OF BIDDERS

| CONTRACTOR | TOTAL BID PRICE |
|---------------------------|------------------------|
| Pioneer Construction Inc. | \$756,431.32 |
| Ellwood Robinson Limited | \$792,417.63 |
| City Estimate | \$745,365.17 |

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(x)

2007 06 11

Our File: Contract 2007-6E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2007-6E
LYONS AVENUE RESURFACING (WELLINGTON STREET WEST TO KORAH ROAD)**

Tenders received for Contract 2007-6E were opened at a public meeting on Tuesday, May 24, 2007 in the Tarentorus Room of the Civic Centre. Present at the opening was Councilor Susan Myers, as well as City staff and contractor representatives.

The Contract calls for the resurfacing of Lyons Avenue from Wellington Street West to Korah Road as well as the reconfiguration of the Wellington Street West intersection to allow for left turns. This road is one of the connecting links revoked by the Ministry of Transportation in 2006.

A total of two (2) tenders were received. Each tender has been checked as shown on the attached report from Elliott Engineering. The low tender of **\$1,274,359.61** (including GST) is below the Consultant's estimate of **\$1,281,510.40** (including GST). When GST is removed and an allowance for engineering is added, we believe that the City's costs will be below the approved allowance of \$1,375,000 for Lyon's Avenue Resurfacing. Accordingly, we recommend Contract 2007-6E be awarded to Pioneer Construction Inc.

By-law **2007-109** authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al
attachment

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

R.D.
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(x)



June 4, 2007

Don Elliott, P.Eng, Manager of Construction & Environmental Engineering
The Corporation of the City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X2

Regarding: "Lyon's Avenue Road Resurfacing, 2007-6E"

Don,

Tenders received for Contract 2007-6E and were opened at a public meeting Tuesday, May 24, 2007 at 3:15pm in the Tarentorus Room of the Civic Centre. Present at the opening was Councilor Susan Meyers, as well as City staff and contractor representatives.

The contract calls for CIREAM and asphalt resurfacing of Lyon's Avenue from the Wellington Street underpass to Korah Road with ancillary work taking place to the affected side streets of Wellington Street, Sherbourne Street, Bloor Street, Patrick Street and Farwell Terrace. Lane widening is to occur from the Wellington Street intersection thru to Patrick Street.

A total of two (2) tenders were received as shown below, inclusive of GST.:

| | |
|---------------------------|----------------|
| Pioneer Construction..... | \$1,274,359.61 |
| Ellwood Robinson..... | \$1,357,564.26 |

Each tender has been checked for tender submittal requirements, as well both tenders were checked arithmetically and were found to be in order. The low tender of **\$1,274,359.61**(GST incl.) was received from Pioneer Construction Inc, which is 0.6% under the pre-tender estimate of **\$1,281,510.40**(GST incl.). Accordingly, we recommend Contract 2007-6E be awarded to **Pioneer Construction Inc.** of Sault Ste. Marie.

Hoping the above is acceptable.

Regards,

A handwritten signature in black ink, appearing to read 'PG' followed by a stylized surname.

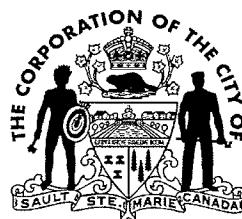
Patrick Giunti
Project Manager

c.c. Carl Rumeil P.Eng., City of Sault Ste. Marie
Stan Elliott P. Eng., Elliott Engineering

5(y)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2007 06 11

Our File: Contract 2007-10E

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: WEST END BRIDGES – LOAD RESTRICTIONS

At the 2006 11 12 meeting, Council approved \$300,000.00 of miscellaneous construction funding be provided to begin remedial work on nine bridges which are currently under load restrictions. We have proceeded to develop a plan with our engineering consultant and the first phase of this work has been tendered.

The first phase involves the three bridges on Base Line. It was determined that one of the bridges, no.16, can be permanently repaired with the construction of a new concrete deck. This bridge was widened in the sixties and is otherwise in good condition. The other two bridges on Base Line will receive temporary steel deck overlay until funds can be identified to complete permanent repair or replacement.

On Wednesday, May 30, 2007 tenders were opened for Contract 2007-10E at a public meeting in the Korah Room of the Civic Centre. Present at the opening was Councillor James Caicco as well as City staff and contractor representatives.

A total of four tenders were received. Prices excluding GST are summarized below:

| | |
|----------------------------|--------------|
| Avery Construction Limited | \$287,592.18 |
| Harold Phillips Haulage | \$330,628.11 |
| George Stone & Sons Ltd. | \$375,144.54 |
| Ellwood Robinson Limited | \$405,136.50 |

Each tender has been checked and the low tender of **\$287,592.18** from Avery Construction Limited exceeds the consultant's estimate of **\$150,000.00** by **\$137,592.18**. The consultant's report is attached, advising that the tender price is in line with the estimate, except for the price for the supply of the precast, prestressed concrete units for bridge no. 16. The cost of prestressed units is prohibitive in this case. The consultant is having discussions with the low bidder about re-designing bridge no. 16 to allow for local fabrication of precast reinforced units. The other alternative is a cast-in-place deck. The consultant feels the cost can be brought back down to the estimate.

In order that repairs can commence immediately on bridges no. 14 and 15, Council approval is sought this evening to award this contract to Avery Construction Limited, conditional upon the successful redesign of bridge no.16, and price revision to within the estimate of \$150,000.00.

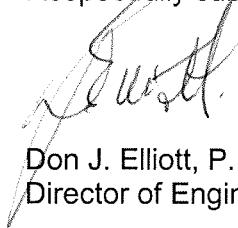
5(y)

We are pleased that a permanent repair can be made to bridge no.16 at a relatively low cost compared to full replacement. A portion of the remaining funds from the \$300,000.00 budget will be used for further design efforts for temporary and/or permanent solutions for the other six bridges.

It will be necessary to close Base Line between Town Line to Airport Road Road for short periods, possibly as long as a week for each of the two bridges, and from Town Line to Carpin Beach Road for approximately two weeks. We suggest a road closure By-law from June 12th until August 31, 2007 for Base Line from Carpin Beach Road to Airport Road.

In summary, it is recommended that Council award this contract to Avery Construction Limited, conditional upon the successful redesign of bridge no.16, and price revision to within the estimate of \$150,000.00. By-laws **2007-110** and **2007-111** can be found elsewhere on the Agenda for the contract and the road closure.

Respectfully submitted,

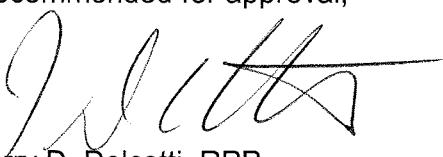


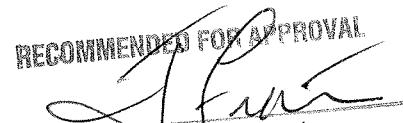
Don J. Elliott, P. Eng.
Director of Engineering Services

DJE/al
attachment

c: Ann Mitchell – Township of Prince

Recommended for approval,


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



ENGINEERING OFFICE

5(y)
Member of Consulting Engineers of Ontario
Member of Association of Consulting Engineers of Canada
Certificate of Authorization Professional Engineers Ontario



Structural Civil & Municipal Environmental Geotechnical Mechanical & Electrical Inspection & Testing

7644

May 31, 2007

Mr. Don Elliott, P. Eng.
Director of Engineering Services
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario.
P6A 5X6

**Re: Supply and Installation of Two Temporary Steel Bridge Structures on Base Line
Repairs to Concrete Deck on Municipal Bridge No. 16 on Base Line
Contract 2007-10E**

Dear Sir:

With respect to the above noted project, we have received and reviewed four (4) tender submissions that closed yesterday afternoon. After review, Avery Construction Ltd. is the successful bidder and their tender is complete, correct and accurate.

Preceding the tendering process, MRW communicated our estimate to complete the work. The submitted pricing for the supply and installation of the temporary steel structures and work associated with municipal bridges 14 and 15 are in line with our estimate to compete the work. The estimated cost to provide a temporary solution to the load restrictions on Municipal Bridges No.14 and No. 15 was approximately \$40,000 each. The submitted pricing totals approximately \$70,000 to complete the work on these two structures. However, pricing received for the supply (only) of pre-cast pre-stressed concrete panels for the permanent repair of Municipal Bridge No. 16 have significantly exceeded our estimate. MRW is of the opinion that the pricing received for the supply of the pre-cast concrete panels is cost prohibitive for the scope of work proposed.

MRW is currently in discussions with the successful contractor and are exploring alternate design options in an attempt to significantly reduce the cost of the permanent repair of Municipal Bridge No. 16 to approximately \$70,000 in line with our anticipated cost for the work.

MRW would propose that council approve in principle the tender submitted by Avery Construction such that the immediate repair of Municipal Bridges No. 14 and 15 could begin. Avery Construction has agreed to negotiate and accept a possible change in scope for the repair of Municipal Bridge No. 16. MRW will continue discussions with Avery Construction to obtain a solution to permanently repair Municipal Bridge No. 16 in line with our original estimate.

w:\correspondence\7000files\7600\7644\letters\7644_jm_ltr_delliott_tender_review_may_31_07.doc

We trust you will find the preceding acceptable for your information at this time. Should you have any questions or concerns, please feel free to contact the undersigned at your earliest convenience.

5(4)

Yours Truly,

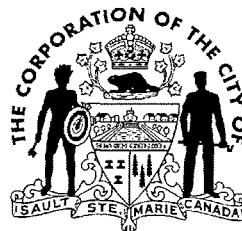


J.V. McDonald, E.I.T.

5(z)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.L.5.2.4

2007 06 11

Mayor John Rowswell and
Members of City Council

RE: Suite Holder Agreements – Steelback Centre

On May 29th, 2006 City Council passed By-law 2006-125. This by-law authorized the naming agreement for the Steelback Centre. The agreement also contained a schedule that was an agreement between the City and Frank D'Angelo for a suite at the Steelback Centre. All other suite holder agreements mirror the one which was signed by Mr. D'Angelo. A form suite holder license agreement is attached for your information.

Currently, suite holder agreements are signed by the licensee and Norm Fera, Manager of Community Centres, on behalf of the City. It is important that this signing authority be delegated to Norm Fera so that he might continue his duties of executing these agreements.

RECOMMENDATION

By-law 2007-113 delegating Norm Fera, Manager of Community Centres, with signing authority for the purposes of executing suite holder agreements is elsewhere on your agenda tonight and is recommended for your approval.

Respectfully submitted,

A handwritten signature of Nuala Kenny.

Nuala M. Kenny
Assistant City Solicitor

NMK/dh
Attachment

cc: Mr. Nick Apostle, Commissioner, Community Services

Recommended for approval,

A handwritten signature of Lorie Bottos.

Lorie Bottos
City Solicitor

RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.
Joseph M. Fratesi
Chief Administrative Officer

SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE

PRIVATE SUITE HOLDER LICENSE AGREEMENT

This Agreement made on the _____ day of _____, 200__.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called "THE CITY"

-AND-

(hereinafter called the "Suite Holder")

WHEREAS the City is the owner of the Sault Ste. Marie Sports & Entertainment Centre (hereinafter referred to as the "Centre") to be located on Queen Street East, in the City of Sault Ste. Marie, Ontario.

AND WHEREAS the City has agreed to offer a license for the use of a suite ("Suite") at the Centre, to the Suite Holder for ten (10) years, commencing September 1st, 2006, for an annual license fee of _____.

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE AND RELATIONSHIP

- 1.01 The City hereby grants an exclusive license to the Suite Holder to use the Suite, during the Original Term, in accordance with the terms and conditions and Schedules A, B and C of this Agreement.
- 1.02 The relationship between the City and the Suite Holder is solely that of a proprietor and a party licensed for the non-full-time use and occupation of the Suite and not one of Landlord and Tenant, and nothing contained herein shall confer on or vest in the Suite Holder any title, ownership interest or estate in the Suite, the Centre or the lands on which the Centre is constructed.

2. INCLUDED SERVICES

- 2.01 Except as otherwise provided during the Original Term, the City shall provide to

the Suite Holder the following:

- a) Two (2) parking spaces in the Centre's west parking lot entrance, designated by the City at its sole discretion and which may be changed from time to time, to be used for Events;
 - b) housekeeping services after the conclusion of each Event; and
 - c) all utility services to the Suite, including water, heat, air conditioning and electricity.
- 2.02 The ordinary and necessary maintenance and repair in the Suite to be provided by the City shall not include maintenance and repair work required as a result of the negligence or vandalism (as determined by the City) by the Suite Holder or any guest of the Suite Holder ("Suite Holder Guest"). The City will have such damage repaired and that expense will be paid by the Suite Holder within 30 days of being invoiced by the City. The Suite Holder shall not affix to any surface of the Suite any nails, tacks, tape, staples or similar fasteners, without the expressed written permission of the City.

3. FIXTURES, FURNISHINGS AND EQUIPMENT

- 3.01 At the expense of the City, each Suite will include the standard features outlined in Schedule B.
- The Suite Holder, at its cost, shall choose, purchase and install furniture and fixtures for the Suite that are quality products in good repair.
- 3.02 The City will provide a telephone line to the Suite. The Suite Holder will be responsible for contracting this directly with the telephone system provider and will be solely responsible for payments.
- 3.03 The Suite Holder shall not make any additions or alterations to the interior or exterior of the Suite or the furniture, fixtures and equipment without the express written permission of the City.

4. SUITE HOLDER PRIVILEGES

- 4.01 During the Original Term, upon presentation of an Event ticket showing Suite access, the Suite Holder or a Suite Holder Guest, as the case may be, will be allowed admittance to the Suite in accordance with the terms of this Agreement and specifically subject to rules and regulations attached hereto as Schedule C, or as amended from time to time by the City as provided to the Suite Holder.
- 4.02 The Suite Holder and its guests may access the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half (0.5) hour past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite cannot be used for overnight accommodation or residential or office

purposes.

- 4.03 During the Original Term, the Suite Holder shall have the option of purchasing additional Event tickets for the Suite for which the City makes additional Event tickets available, provided however that the total number of tickets for the Suite issued or made available for each Event shall not exceed the maximum capacity of the Suite as determined by the Rules.
- 4.04 The number of occupants of the Suite shall not exceed the maximum capacity as determined by the Rules. No person shall be entitled to access and usage of the Suite without an Event ticket expressing Suite access for a specified event.
- 4.05 The Suite Holder may, with advance notice and at its own expense, obtain the services of one or more attendants through the City to be present at any Event to serve guests exclusively in their Suite alone. This service is beyond the minimum level of service which will be provided whereby one attendant may service a limited number of suites. The Suite Holder shall be charged by the City for the services provided by any attendants at rates determined by the City and such charges shall be payable at the time the service is provided.
- 4.06 A full range of catering services shall be available to the Suite Holder as per the regulations outlined in Schedule "C", "Rules and Regulations."
- 4.07 The Suite Holder and any Suite Holder Guest shall be entitled to enter the Centre by the VIP entrance as designated by the City. The City reserves the right to change the entrance privileges at its discretion if deemed necessary for operational purposes.
- 4.08 For exclusive-use Suite Holders the City will sub-license the Suite for non-Soo Greyhounds events unless notified more than 28 days in advance of the event that Suite Holder wishes to purchase the required number of seats (8/9/10) for the said event.

5. LICENSE TERM

- 5.01 The term of this Agreement shall be for the Original Term, commencing on September 1, 2006.
- 5.02 The term of the Agreement, which provides for the exclusive use of the Suite Holder's Suite for all spectator events in the Centre will be for the number of years indicated on page 1 of this Agreement.
- 5.03 No later than six months prior to the expiry of the Original Term, the City shall notify the Suite Holder of the License Fee for the first year following the expiry of the original term. The Suite Holder shall have the first option to enter into a new Suite Holder License Agreement on such terms and conditions as the City shall then establish for all Suite Holders. To initiate this option, six months prior to the expiration of the Original Term, the Suite Holder must provide written notice to the City of its intention to exercise this option or it shall terminate at the end of

the Original Term. The Suite Holder will not be permitted to exercise his or her option to renew if the Suite Holder is in default of any terms, covenants and conditions of this Agreement.

- 5.04 The Suite Holder shall pay to the City an amount equal to any consumption, sales tax and goods and services tax and any other tax levied or to be levied by any government authority during the term of this Agreement with respect to or in relation to any payments made pursuant to this Agreement.

6. **EVENT CONDITIONS**

- 6.01 An Event (the "Event") is defined as any occasion when the Centre is open to the public subject to the purchase of a ticket to enter the Centre and where over 2,000 tickets have been or are anticipated to be sold.
- 6.02 The Suite Holder acknowledges and agrees that nothing contained herein shall constitute a representation, warranty, promise, covenant or guarantee by the City that a particular Event or any Events will be held or performed in the Centre during the Original Term and Additional Terms or at all.
- 6.03 The Suite Holder acknowledges that for certain non-Soo Greyhounds Events, the City may determine that the view from the Suite is obstructed due to the location of the stage and/or support equipment. In such cases, the City will use its best efforts to negotiate with the Event promoter the availability of alternate seating of the best quality available. During such an Event, the Suite Holder will still have the right to use the Suite for social purposes before, during and after the Event, subject to the limitations set forth in Section 4.02.

7. **RIGHT OF ENTRY**

- 7.01 The City and its employees and any manager or employees of the manager designated by the City shall have the continued right to enter the Suite at any and all times including, without limitation, for any purpose set forth in the Rules.
- 7.02 The Suite Holder shall not change the locks to the Suite or attempt to restrict access to the Suite by the City in any way.

8. **EJECTION**

- 8.01 The City and its employees and any manager and employees of the manager designated by the City reserve the right to eject from the Centre the Suite Holder or any Suite Holder Guest who, in the opinion of the City and its employees and any manager or employees of the manager designated by the City, is conducting themselves in an objectionable manner, and the Suite Holder hereby waives any and all claims for damages, liability or expense arising from the exercise of such right and the Suite Holder shall indemnify the City and its employees and the manager or employees of the manager designated by the City from and against any cost or damages arising from the exercise of such right. Such

indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

9. **FORCE MAJEURE**

- 9.01 The City shall not be responsible to the Suite Holder to refund the License Fee or any part thereof or perform any term or condition of this Agreement if such performance is prevented by anything beyond the reasonable control of the City, whether caused by reason of strike, lockout or other labor dispute, civil violence, inability to procure materials, failure of electricity or other utilities, restrictive governmental laws or regulations enacted subsequent to the date of this Agreement, riots, insurrection, wars, acts of God, inclement weather or otherwise.

10. **TERMINATION**

- 10.01 In the event that the Suite Holder shall breach any terms or conditions of this Agreement in addition, to any other legal rights the City may have, the Suite Holder shall have 30 days to cure the breach after receiving written notice from the City, failing which the City may immediately terminate the license hereunder and retain all amounts paid by the Suite Holder to the City as liquidated damages as a genuine pre-estimate of the Centre damages or on account of the Centre damages without prejudice to any other rights and remedies which the City may have at law or in equity, as the City may elect.

11. **WAIVER INDEMNIFICATION AND DAMAGE**

- 11.01 Neither the City, its officers, partners, agents or employees, nor any manager designated by it shall be responsible for any loss, damage or any injury to any person or to any of the property of the Suite Holder or any Suite Holder Guest resulting from any cause whatsoever, not limited to theft or vandalism, unless due to the wilful misconduct of the City or its designated manager.

- 11.02 The Suite Holder shall indemnify and hold harmless the City and its designated manager and its respective officers, partners, agents and employees, from and against any cost, damage, claim, liability or expense arising from any injury or damage to the Centre, the Suite, the Suite Holder and any Suite Holder Guest where the injury or damage arises from any cause whatsoever, unless due to wilful misconduct of the City or its designated manager. Such indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

- 11.03 If during any License year the Suite shall be destroyed or damaged so as to become unusable and the City elects to restore the Suite or to repair the damage, this Agreement shall remain in full force and effect and the City shall refund to the Suite Holder the portion of the License Fee which is equivalent to the portion of License Year that the Suite is unusable, provided however that no portion of the License Fee shall be refunded to the Suite Holder if the destruction

or damage was caused by the Suite Holder or any Suite Holder Guest. If the City does not elect to restore or repair the Suite, this Agreement shall then terminate and the City shall, unless a reasonably comparable Suite is made available, refund to the Suite Holder the portion of the Fee which is equivalent to the remaining portion of the License Year, after deducting any amounts owed by the Suite Holder to the City.

12. INSURANCE

- 12.01 The Suite Holder, at the expense of the Suite Holder, must maintain and keep in effect with an insurance company acceptable to the City, the insurance hereinafter specified and shall provide the City with a certificate of insurance at least ten days prior to September 1st, 2006 and keep current. The Suite Holder shall insure the Suite Holder's personal property in the Suite and carry Comprehensive General Liability Insurance including personal injury liability, property damage and contractual liability coverage with respect to the Suite and the Suite Holder's occupation and use thereof, with a minimum limit of at least \$2,000,000.00 (Two Million Dollars) inclusive per occurrence. The terms of the insurance coverage shall
- a) Provide that the insurance coverage is only cancellable or subject to material change after 30 days written notice to the City;
 - b) Provide that the insurance coverage shall remain in full force and effect notwithstanding that the insured has waived the right of action against any party prior to the occurrence of a loss.
 - c) Name the City as an additional insured.

13. ASSIGNMENT AND SUB-LICENSING

- 13.01 Subject to 4.08, the Suite Holder shall not assign this Agreement, or any of the Suite Holder's rights hereunder, including without limitation the Suite Holder's right to use the Suite during an Event without the consent of the City, such consent not to be unreasonably withheld.
- 13.02 The Suite Holder is prohibited from advertising an offer to sub-license the Suite.
- 13.03 The sale or assignment of the use of the Suite to a third party for one or more Events, which practice is commonly known as "scalping", for money, goods, services or any other consideration is strictly prohibited except as provided by section 4.08 and shall constitute a breach of this Agreement giving the City the right to terminate this Agreement pursuant to section 10.01.
- 13.04 The City shall be entitled to pledge or assign or grant a security interest in its rights in the Suite and under this Agreement including any revenues or other benefits receivable by the City hereunder, to any person, without the consent of the Suite Holder.

14. **REGISTRATION OF LICENSE AGREEMENT**

14.01 The Suite Holder shall not register this Agreement or any notice relating to this Agreement on the title to the lands on which the Centre is constructed.

15. **NOTICES**

15.01 Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally or may be served by registered mail and, in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Until and unless changed by notice in writing served as herein provided, the address for notice to the Suite Holder shall be the address specified in Schedule "A" and the address for notice to the City shall be The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1.

16. **GOVERNING LAW**

16.01 This Agreement has been executed in and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

17. **COMPLIANCE WITH LAWS**

17.01 The Suite Holder shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the Suite or in the exercise in any manner of the rights arising under this Agreement.

18. **SEVERABILITY**

18.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. **TIME**

19.01 Time shall, in every respect, be of the essence of this Agreement.

20. **MISCELLANEOUS**

- 20.01 The personal information collected with regard to the purchase of Soo Greyhound Tickets and the Private Suite Holder Agreement is collected by the City of Sault Ste. Marie and the Soo Greyhounds Hockey Club to administer your account and for related marketing and sales purposes.
- 20.02 Anything which, in this Agreement, is made conditional upon the prior consent of the City, written or otherwise, shall not be undertaken until that consent is first had and received, and the City may grant or withhold such consent arbitrarily unless otherwise stated.
- 20.03 Anything which, in this Agreement, is to be determined or set by the City shall be determined or set by the City, as the case may be, at the City's sole discretion.

21. **ENTIRE AGREEMENT**

- 21.01 This Agreement contains all of the agreements of the City and the Suite Holder with respect to the subject matter hereof and no amendment or modification to this Agreement, including verbal agreements with employees or officers of the City, shall be effective unless same shall be evidenced in writing and executed by both the City and the Suite Holder.
- 21.02 The Suite Holder agrees to be bound by and to comply with the Rules, as amended, added to or deleted from time to time by the City, and hereby takes notice of paragraph 23 of the Rules which entitles the City to delete, add to or amend any or all of the Rules at its sole discretion.

22. **AGREEMENT BINDING**

- 22.01 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns. In the event the Suite Holder is a corporation, partnership or other legal entity other than a natural person, then the person signing on behalf of such entity warrants to the City that for and on behalf of such entity and as its act and deed, he/she executed this Agreement after first having been duly authorized by such entity to do so.

Continued on next page

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IN WITNESS WHEREOF, the City and the Suite Holder have caused this Agreement to be executed by their duly authorized representatives as of the last date.

| | | |
|---|---|--|
| Name of Entity to be Licensee: |) | NAME OF SUITE HOLDER |
| |) | |
| |) | |
| <hr/> Witness: |) | Signature of Suite Holder Representative |
| |) | |
| |) | THE CORPORATION OF THE CITY OF SAULT STE. MARIE |
| |) | Per |
| |) | <hr/> |
| I have the authority to bind the Corporation |) | Norm Fera Manager, Community Centres |

DH \Agreements – Steelback Centre\Naming Rights\Private Suite Holder Agreement 2007

5(z)

SCHEDULE "A"

SUITE ALLOCATION AND FEE

Suite Number : _____

Original Term (Years) : Ten (10) years

License Fee (Year 1 of Term): _____

Suite Holder: _____

**Address for
Notice :**

SCHEDULE "B"**FIXTURES, FURNISHINGS AND EQUIPMENT****STANDARD FEATURES**

- Wet bar servery / buffet-style millwork
- Suite beverage fridge
- Paint on walls
- Outlets including electrical, telephone, fax and cable T.V.
- Carpeting
- Upholstered stadium seats, upholstered bar stools
- Coat closet
- Full design and construction of above standard features

The above finishes, furnishings and equipment shall remain the property of the City upon the termination of this Agreement (for whatever reason) or expiration of the Original Term.

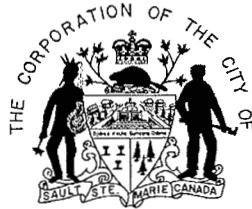
SCHEDULE "C"
RULES AND REGULATIONS

1. The Suite Holder may, supply and furnish the interior of the Suite with articles of appointment, such as chairs, sofa, tables, televisions, pictures, plants or insignia/logos, reasonable in size and in accordance with professional and commercial standards, with the prior written consent of the City. Any such articles of appointment shall be supplied and furnished and other minor additions or alterations to the Suite shall be made at the Suite Holder's expense and shall be free of any liens or encumbrances, in a good workmanlike manner, and in compliance with all applicable permits, authorization, building and zoning laws, ordinance, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any furniture, fixtures and equipment or materials incorporated in or attached to the Suite by the Suite Holder shall become the property of the City unless the Suite Holder shall have obtained the written approval of the City to remove same prior to the expiration of the Original Term, and, if so removed, the Suite Holder, at the Suite Holder's expense, shall repair and restore the Suite to its condition as of the commencement of this license.
2. The Suite Holder shall not sell any food or alcoholic beverages whatsoever in the Suite. Any alcoholic beverages or food consumed in the Suite shall be obtained from the Centre, or a concessionaire designated by the City. The Suite Holder shall pay all bills in accordance with the City's payment policy for food, beverages and services furnished, sold or rendered to the Suite Holder or any Suite Holder Guest in connection with the use of the Suite. The City shall monitor all food and beverage menus and will ensure that fair and equitable pricing that is similar to a quality hotel in the Sault Ste. Marie area is being practiced.
3. The Suite has been declared a smoke-free facility by the City. As such, smoking is not permitted in the Suite by any occupant of the Suite.
4. The Suite Holder and any Suite Holder Guest shall at all times maintain proper decorum while using the Suite and shall not attach, hang or display any signs, banners, advertisements or notices in or around the Suite without the prior written consent of the City. Notwithstanding such consent, the Suite Holder shall remove forthwith any such signs, banners, advertisements or notices at the request of the City.
5. Certain Events may prohibit the use of movie cameras or video tape or audio recording equipment. The City and its employees and agents reserve the right to restrict the use of such equipment.
6. The Suite Holder and any Suite Holder Guest shall, while in the Suite or within the Centre or on its grounds, comply with all federal, provincial and local laws, rules and regulations governing the sale, possession and consumption of alcoholic beverages. The Suite Holder, whether present or not within the Suite, the Centre or on its ground, shall be responsible for controlling any Suite Holder Guest in this regard.
7. At the expiration of the term of this Agreement, the Suite Holder shall return the Suite to the City, clean and without damage, reasonable wear and tear excepted. Any damages shall be reported immediately to the City.

8. The public sale by the Suite Holder of any Suite tickets or Event passes issued or sold to the Suite Holder pursuant to this Agreement is strictly prohibited.
9. The Suite Holder may not offer use of the Suite in connection with a public promotional plan without the prior written consent of the City and such requests will not be unreasonably withheld.
10. The City may from time to time adopt appropriate systems and procedures for the security or safety of the Centre, any persons occupying, using or entering the Centre or any equipment, furnishings or contents thereof, and the Suite Holder shall comply with the City's reasonable requirements relating thereto.
11. Upon presentation of a Suite ticket or an Event pass for the Suite by the Suite Holder or a Suite Holder Guest, the Suite Holder or the Suite Holder Guest, as the case may be, shall be entitled access to and usage of the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half hour (0.5) past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite shall not be used for overnight accommodation or residential or office purposes.
12. At the end of the Original Term or upon earlier termination of this Agreement pursuant to the terms hereof, the Suite Holder shall promptly return to the City all keys, access devices, parking passes, Suite passes, Play-off Passes, and Event Passes or any other such items issued to the Suite Holder pursuant to the Agreement.
13. The City and its employees and agents shall have the continued right to enter the Suite at any and all times for:
 - a) The performance of the duties required to be performed by the City under this Agreement and for any and all purposes related to this Agreement;
 - b) To investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws and regulations; and
 - c) Generally, to inspect the Suite and its condition.
14. Repairs, maintenance, alterations or improvements to the Suite may only be conducted by the City. The Suite Holder may request such work to be done and, if approved by the City, the City will carry out such work in a manner which will not interfere with the use and enjoyment of other Suites within the Centre. Cost for such work shall be negotiated.
15. The Suite Holder shall obtain the City's prior written consent before moving furniture and equipment into or out of the Suite and shall ensure that such furniture and equipment being moved into or out of the Suite is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the City and the Suite Holder shall bring to the City's attention any damage to the Centre caused thereby. Should the Suite Holder not report such damage, the City will perform such repairs at its option and at the expense of the Suite Holder.

16. The Suite Holder and any Suite Holder Guest shall place all refuse and garbage in proper receptacles and shall keep all corridors, stairwells, ducts and shafts in and around the Suite free of all garbage and refuse.
17. The Suite Holder and any Suite Holder Guest shall conduct themselves in a manner which is in accordance with all laws and City by-laws and in addition ensuring the "holder and guests" do not impair the use and enjoyment of the Centre by others or the operations of the Centre.
18. Housekeeping services shall be provided by the City following each Event, provided however that such housekeeping services shall not include the steam cleaning of the carpets in the Suites. The City may provide additional housekeeping services, including carpet cleaning at its sole discretion, at the request of the Suite Holder. If it is deemed that some extra housekeeping is required, an additional housekeeping charge shall be added to the Suite Holder's bill.
19. The maximum capacity of each Suite shall be 10 people respectively and is subject to change based on fire code and other applicable by-laws and governmental regulations.
20. The Suite shall not be used for overnight accommodation or residential purposes.
21. The Suite Holder shall give prompt notice to the City of any accident or any defect in the utility services provided to the Suite.
22. No flammable, dangerous or explosive material shall be kept in the Suite.
23. The City shall have the right to delete, add to or amend any or all of the Rules as the City deems desirable at its sole discretion for the safety, care and cleanliness of the Centre and the preservation of good order within the Centre and same shall be kept and observed by the Suite Holder Guest. The City may from time to time waive any of the Rules as applied to the Suite Holder, subject to 21.01. The City is not liable to the Suite Holder for any breach of the Rules by other Suite Holders.

5(aa)



REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2007 06 11

SUBJECT: PROPOSED SALE OF LANDLOCKED PROPERTY ON PEOPLES ROAD
TO THE ABUTTING OWNERS ON ST. PATRICKS STREET

1. PURPOSE

The purpose of this report is to recommend the sale of a parcel of landlocked property located on Peoples Road to the abutting owners on St. Patrick Street.

2. BACKGROUND

For a number of years the abutting owners at 239 and 243 St. Patrick Street have been cutting the grass and maintaining a parcel of City owned land which abuts onto Peoples Road. The City has recently donated the adjoining two properties to Habitat for Humanity. The owners of 239 and 243 Patrick Street have obtained an appraisal and are agreeable to paying the City the appraised value of \$2,500. The City will be responsible for obtaining a reference plan.

3. ATTACHMENT

A plan of the subject property is attached.

4. RECOMMENDATION

The sale of this property is recommended for the appraised price of \$2,500.00. An appropriate by-law appears on your agenda and is recommended for approval.

Yours truly,

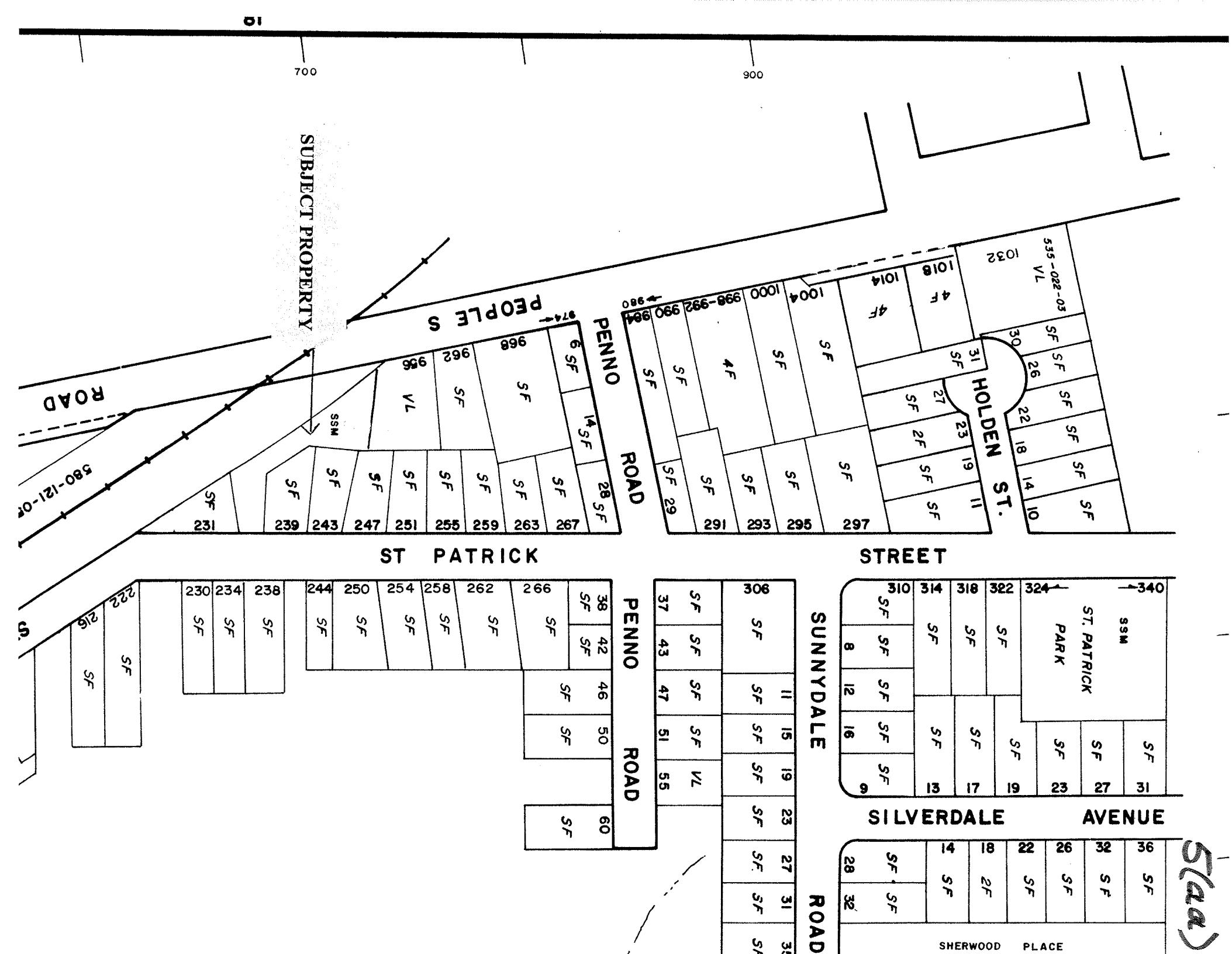
A handwritten signature in black ink that reads "Lorie Bottos".

L. A. Bottos
City Solicitor
/sd

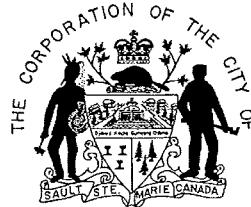
RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "Joseph M. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer



5(bb)



File No. L-136

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2007 06 11

SUBJECT: DEMOLITION OF CITY OWNED HOUSE AT 641 OLD GARDEN RIVER ROAD

1. PURPOSE

The purpose of this report is to seek Council's approval to demolish a City owned house at 641 Old Garden River Road.

2. BACKGROUND

When Strathclair Park was donated to the City by Dr. Sinclair back in the 1960's, there were three houses located on the property. Over the years, two of the houses have been demolished due to their dilapidated condition. The tenants of the last remaining house vacated on May 31st, 2007. Public Works, Parks Division and the Community Services were circulated and they have no objection to the demolition of this last house due to its condition. The house cannot be sold because of the condition in the grant from Dr. Sinclair to the City that the property must be used for park, educational or recreational purposes.

3. ATTACHMENT

A plan of the subject property is attached.

4. RECOMMENDATION

It is recommended that tenders be called and house be demolished. The funds for the demolition would be taken from the Property Division's maintenance account.

Yours truly,

L. A. Bottos
City Solicitor
/sd

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

375-011-96

696

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375-012-04

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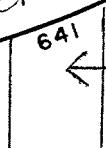
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682

Old Garden River Road



SUBJECT PROPERTY

SSM 375-061

639 BLACK ROAD

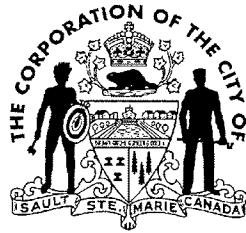
SEE MAP 87

707 500 E

5(cc)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.: I.1

REPORT TO: Mayor John Rowswell and
Members of Council

Report From: Lorie Bottos, City Solicitor

Date: 2007 06 11

RE: Insurance Renewal for June 1, 2007 to May 31, 2008

Background

The City places its insurance through Algoma Insurance Brokers Limited locally with Frank Cowan Company Limited being the main broker for the coverage. The main insurance provider is the Guarantee Company of North America. The City has been with Algoma now for about 7 years. The City was with Frank Cowan from 1987 to 1990.

The insurance premium, year to year, will drop 5.1% for this policy period. The premium will be \$1,067,543.00 for the period June 1, 2007 to May 31, 2008 plus applicable taxes. The deductible amounts are staying the same. Generally the deductible (the amount the City pays before the insurance company is called upon to pay) is \$50,000 on liability claims and \$25,000 on property claims. That is the one way we have been able to keep the premium lower than it would otherwise be - by increasing the deductible amounts a few years ago.

The service provided by both Algoma Insurance Brokers Limited and the Frank Cowan Company Limited has been excellent. Both are very responsive to inquiries from City departments. As well, Frank Cowan provides risk management services to its clients. The City has been the beneficiary of its services.

Recommendation

My recommendation is that the City place its coverage with Algoma Insurance and Frank Cowan Company Limited for the policy period starting June 1, 2007.

Yours truly,

A handwritten signature in black ink that reads "Lorie Bottos".

Lorie Bottos
City Solicitor

LAB/np

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "Joseph M. Fratesi".
Joseph M. Fratesi
Chief Administrative Officer

5(odd)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2007 06 11

Mayor John Rowswell
And Members of Council
Civic Center

SUBJECT: 2007 SIDEWALK AND CURB REPAIR PROGRAMS

Each year the Public Works and Transportation Department prepares a "Sidewalk Repair Program" and a "Curb Repair Program". Attached are lists of the various locations where the work will be taking place.

Both lists are based on requests from Councillors, residents and staff and have budget allocations of \$213,000 and \$119,000 respectively. These lists also take into account where there is the greatest need.

The 2006 Curb Repair Program will remove and replace approximately 1000 metres of deteriorated curb and the Sidewalk Program will replace approximately 1200 m² of sidewalk. These programs allow City forces to make repairs to less than 0.1% of the curb inventory and about 0.3% of the sidewalks.

As part of these programs, we all also included curb cuts and ramps to improve the accessibility for wheelchairs where sidewalks cross roads at intersections. Again, these locations have been determined as a result of requests from councillors, the public and staff.

This report has been prepared for Council's information.

All of which it is respectfully submitted.


Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

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RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Public Works & Transportation
The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone : (705) 759-5201 ~ Fax : (705) 541-7010
www.cityssm.on.ca

5(dd)

2007 Curb Repair Program

| |
|--------------------------|
| 199 Millcreek Drive |
| Millenium Court |
| 62 Laronde Avenue |
| 75 Norden Crescent |
| 49 Plaintree Drive |
| 486 Placid Avenue |
| 995 Lake Street |
| 1061 Lake Street |
| 138 Elmwood Avenue |
| 31 Sisson Street |
| 115 Tilley Road |
| 204 Meadow Park Crescent |
| 506 John Street |
| 130 Moluch Street |
| 1180 Queen Street East |
| 21 Raymond Street |
| 33 Highcrest Street |
| 17 Northridge Road |
| Pine Street |
| 1007 North Street |
| 136 Carufel Avenue |
| 53 Forest Avenue |
| 1028 North Street |
| 1 Wallace Terrace |
| 22 Cartier Street |
| 505 - 517 First Avenue |
| 3 Softwood Drive |
| 184 Caddy Avenue |
| 430 Lake Street |
| 12 Haviland Crescent |
| 16 Par Avenue |
| 530 Queen Street East |
| 269 Queen Street East |
| 244 Bruce Street |
| 3 Newcastle Drive |
| 49 – 67 Copernicus Drive |
| 26 Softwood Drive |
| 31 Softwood Drive |
| 1930 Queen Street East |
| 1878 Queen Street East |
| 1750 Queen Street East |
| 68 Madeleine Street |
| 12 Collins Avenue |

5(dd)

| |
|-----------------------------|
| 87 Country Club Place |
| 60 Arizona Avenue |
| 43 Oregon Road |
| 467 Shannon Road |
| 20 Lorraine Avenue |
| 164 Pine Street |
| 1060 Wellington Street East |
| 35 Ontario Avenue |
| 231 Simpson Street |
| 12 Labelle Avenue |
| 16 Bellevue Avenue |
| 134 Brien Avenue |
| 99 Foster Drive |
| 29 Promenade Drive |
| 19 Valhalla Place |
| 1056 Lake Street |
| 109 Prince Charles Crescent |
| 3 Softwood Drive |
| 90 Grandville Crescent |
| 7 Grandville Crescent |
| 12 Grandville Crescent |
| 90 Grandville Crescent |
| 76 Greenfield Drive |
| 123 Ruth Street |
| 454 Moody Street |
| 460 Moody Street |
| 466 Moody Street |
| 8 Pretoria Hill |
| 31 Clergue Street |
| 459 Second Avenue |
| 456 Second Avenue |
| 325 John Street |
| 320 John Street |
| 269 Queen Street East |
| 70 Foster Drive |
| 217 Spadina Avenue |
| 577 Connaught Avenue |
| 77 Adelaide Street |
| 269 Goulais Avenue |

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2007 Sidewalk Repair Program

| |
|--------------------------|
| 33 Ontario Avenue |
| 210 Cathcart Street |
| 56 Greenvie Lane |
| 116 Upton Road |
| 995 Lake Street |
| 1065 Lake Street |
| 143 Willoughby Street |
| 238 Willow Avenue |
| 42 Rush Avenue |
| 149 Willow Avenue |
| 70 Wawanosh Avenue |
| 194 Reid Street |
| 198 Reid Street |
| 253 St. James Street |
| 249 St. James Street |
| 204 Meadow Park Crescent |
| 189 John Street |
| 325 John Street |
| 32 Rushmere Drive |
| 87 Country Club Place |
| 43 Oregon Road |
| 361 First Avenue |
| 85 Alworth Place |
| 116 Meadow Park Crescent |
| 88 Crawford Avenue |
| 39 White Oak Drive West |
| 31 Sisson Street |
| 326 Boundary Road |
| 31 Clergue Street |
| 396 John Street |
| 262 Lake Street |
| 23 Bainbridge Street |
| 52 Kingsmount Boulevard |
| 19 Valhalla Place |
| 24 Rushmere Drive |
| 380 Boundary Road |
| 264 Dacey Road |
| 284 Chambers Avenue |
| 248 Chambers Avenue |
| 775 Trunk Road |
| 145 Simon Avenue |
| 203 Parkland Crescent |
| 207 Parkland Crescent |

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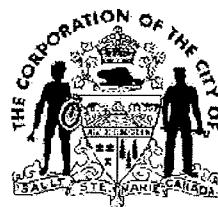
| |
|-----------------------------|
| 2084 Queen Street East |
| 1750 Queen Street East |
| 39 Margaret Street |
| 60 Arizona Avenue |
| 60 Greenvie Lane |
| 27 Arizona Avenue |
| 1654 Wellington Street East |
| 24 Lorraine Avenue |
| 34 Grosvenor Avenue |
| 164 Pine Street |
| 1180 Queen Street East |
| 99 Foster Drive |
| 35 Ontario Avenue |
| 21 Putney Road |
| 57 Forest Avenue |
| 25 Alworth Place |
| 16 Bellevue Avenue |
| 3 Hamilton Avenue |
| 30 – 32 Wemyss Street |
| 72 Crawford Avenue |
| 84 Brien Avenue |
| 49 Borron Avenue |
| 151 Breton Road |
| 94 Mark Street |
| 111 MacDonald Avenue |
| 3 Weldon Avenue |
| 95 Fauquier Avenue |
| 120 London Street |
| 55 Lansdowne Avenue |
| 90 Grandville Crescent |
| 7 Grandville Crescent |
| 12 Grandville Crescent |
| 12 Sunnydale Road |
| 33 Highcrest Street |
| 424 Second Line East |
| 707 Wellington Street West |
| 604 John Street |
| 123 Ruth Street |
| 454 Moody Street |
| 460 Moody Street |
| 466 Moody Street |
| 1 Wallace Terrace |
| 335 John Street |
| 364 Douglas Street |
| 459 Second Avenue |

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| |
|-----------------------------|
| 456 Second Avenue |
| 99 Foster Drive |
| 136 Carufel Avenue |
| 588 Pine Street |
| 492 Wellington Street East |
| 492 Wellington Street East |
| 114-120 Gore Street |
| 125 Gore Street |
| 21 Raymond Street |
| 909 Bonney Street |
| 106 Spadina Avenue |
| 162 Gore Street |
| 244 Bruce Street |
| 244 Bruce Street |
| 884 – 882 Queen Street East |
| 884 – 882 Queen Street East |
| 898 – 900 Queen Street East |
| 556 Farwell Terrace |
| 566 Farwell Terrace |
| 580 Farwell Terrace |
| 412 Sussex Road |
| 70 East Street |
| 581 Connaught Avenue |
| 269 Goulais Avenue |

5(ee)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2007 06 11

Mayor John Rowswell
And Members of Council
Civic Center

SUBJECT: GRUB OUTBREAK – MUNICIPAL GRASSED AREAS

For Council's information, the city appears to be experiencing an outbreak of grubs, both on municipal and private turf areas. We have been receiving inquiries from the public concerned about the decimated appearance of some grassed areas on municipal property.

White grubs are the larvae stage of up to four local beetles (June beetle, Black fairway beetle, European Chafers, and Japanese beetles). Grubs eat the roots of various grasses, virtually destroying large sections of lawns. In addition, birds, racoons, skunks and moles can further destroy these infested areas when they dig out the grubs for food.

Municipal staff have noticed an increase in grub infestation on various grassed areas over the past two years. This year we have infestation in areas of Bellevue Park, the Elliott Sports Complex on Rossmore Road, the cemeteries on Fourth Line and Avery Road, and in various flower beds maintained by the City.

To address the problems associated with this grub outbreak, staff has been treating the affected areas with a biological insect control. These "beneficial nematodes" are natural occurring microscopic worms that attack insects through the release of a bacterium. This is considered an environmentally friendly solution, and is not a chemical pesticide.

It is too early to determine if this approach has been successful in minimizing the problem, but if it does not reduce the outbreak, we will seek advice on other remedies from turf care specialists. Grubs grow into beetles by late June or July, and then lay eggs in the turf. The biological insect control is only effective during the larvae stage.

5(e)

We are also top dressing and re-seeding the affected areas in order to re-establish the grass that has been destroyed in the various municipal facilities.

This report has been prepared for Council's information.

All of which it is respectfully submitted.



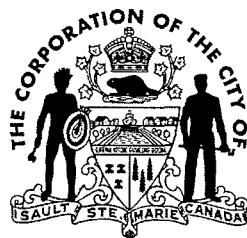
Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

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[Signature]
RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

6(5)(a)

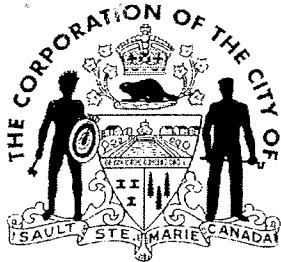


NOTICE OF PUBLIC MEETING
MONDAY, JUNE 11, 2007
7:00 P.M. – COUNCIL CHAMBERS, CIVIC CENTRE
CONCERNING
CITY COUNCIL'S INTENTION TO CONSIDER A REQUEST TO
ENACT A BYLAW TO
REQUIRE RETAIL BUSINESS ESTABLISHMENTS
TO CLOSE ON DECEMBER 26TH (BOXING DAY)

At the regular City Council meeting of June 11th, 2007, commencing at 7:00 p.m. or thereafter in the Council Chambers, Civic Centre, members of City Council will consider a request from the Northern Retail Professionals Association to enact a by-law to require retail business establishments to be closed on Civic Holidays proclaimed by the Mayor. The date that is under consideration by City Council to require retail business establishments to be closed is December 26th (Boxing Day). Any interested person or group may make written or verbal representation concerning this matter at the City Council meeting by contacting the City Clerk for inclusion on the agenda for the meeting.

Contact:

Donna P. Irving, City Clerk
4th Floor, Civic Centre
99 Foster Drive P6A 5N9
Telephone: 759-5388
Fax: 759-2310
E-Mail: cityclerk@cityssm.on.ca



CITY COUNCIL RESOLUTION

6(5)(a)

Date: January 15, 2007

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

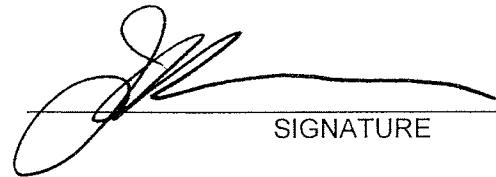
J. Caicco
F. Manzo

Resolved that the report of the City Solicitor dated 2007 01 15 concerning History of Closing Stores on Boxing Day be accepted as information.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED
 DEFERRED



SIGNATURE

- C.A.O.
- City Solicitor
- Comm. Finance/Treasurer
- Comm. Eng. & Planning
- Comm. Human Resources

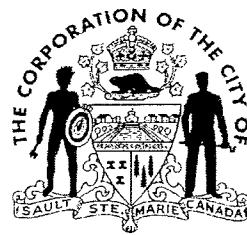
- Comm. Community Services
- Comm. P.W. & Transportation
- City Clerk
- Fire Chief
- Police Chief

- Mayor
- Dir. Libraries
- E.D.C.
- Cons. Authority
-

6(5)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R. 1.2.5.

REPORT TO: Mayor John Rowswell and
Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2007 01 15

RE: History of Closing Stores on Boxing Day

At the December 11th Council meeting Mr. David Poluck appeared at Council. He indicated to Council that he would be back before Council in 2007 with a request that City Council enact a by-law to require retail shops to close on Boxing Day, December 26th. At the conclusion of Mr. Poluck's presentation I was asked to prepare a summary of the history of Boxing Day closing for retail business establishments in Sault Ste. Marie.

Until 1996 Boxing Day was the holiday defined in the Retail Business Holidays Act. Retail business establishments (with some exceptions) were required to close on December 26th. In 1996 the Provincial Government amended the Retail Business Holiday Act to delete Boxing Day as a defined holiday. The Municipal Act of the day authorized municipalities to pass by-laws requiring retail business establishments to close on Boxing Day. In 1996 the Council was petitioned to pass a by-law prohibiting shops to open on Boxing Day. City Council amended the City's closing by-law to prohibit retail business establishments opening on Boxing Day. That is By-law 3832. The exemptions were for licensed hotels or taverns, retail gasoline service stations, confectionary stores, and drug stores.

In December of 2001 City Council considered a request from the General Manager of the Canadian Tire Store to amend the by-law to allow retail business establishments to open on Boxing Day. A resolution dated December 17, 2001 was passed denying the request from Canadian Tire. That resolution went on to request that input be obtained

6(5)(a)

from the local retailers and Chamber of Commerce prior to any amendment being made to the store closing By-law 3832. Notices were also sent to representatives of local unions and the District Labour Council. A full debate was held by Council on April 8, 2002. At the meeting City Council passed a resolution on a 9 to 2 vote (with two pecuniary interests declared) directing staff to amend By-law 3832 to delete the definition of "Holiday". The effect of that amendment would be to allow retail establishments to remain open on Boxing Day. At the April 22, 2002 meeting By-law 2002-68 was passed by Council. That by-law allowed stores to remain open on Boxing Day and Civic Holiday.

Earlier in my report I mentioned that the Municipal Act in 1996 had Boxing Day as a defined holiday. When the new Municipal Act came in effect on January, 2002, the section in the new Municipal Act, Section 148 (3) that dealt with closing of retail business establishments, no longer specifically identified Boxing Day as a holiday that could be enacted by a by-law. Instead Section 148 (3) stated that:

"A local municipality may require retail business establishments to be closed to the public for any period of time proclaimed by the head of Council as a Civic Holiday."

A by-law passed under Section 148 (3) would not apply to the sale of the goods and services in connection with prepared meals or living accommodation for the sale of liquor under a license or permit issued under the Liquor License Act. Also, a by-law passed under this Section 148 could provide for a fine of not more than the greater of \$50,000.00 and the gross sales of the retail business establishment for the period the establishment was open in contravention of the by-law. Sub-Section 2 of Section 148 defines a retail business establishment to mean the premises "where goods or services are sold or offered for sale by retail."

On October 18, 2004 the matter of Boxing Day was back before Council. In the summer of 2004 Mr. Poluck had contacted Councillor Hayes with inquiries about whether the City could facilitate a vote from registered vendors specific to opening or closing on Boxing Day. There was some e-mail correspondence on that issue. The end result was Nuala Kenny's report to Council dated 2004 10 18 explaining to Council what the procedure would be for having retail business establishments close on Boxing Day. Two resolutions were voted on at Council on October 18, 2004. The first resolution was defeated. That resolution would have deferred any decision on the matter of Boxing Day until further input was obtained and the conclusion of any challenge to the Greater Sudbury Boxing Day By-law was addressed. The second resolution, which passed, directed staff to bring forward a by-law requiring retail business establishments to remain closed on Boxing Day. That resolution passed on a 6 to 5 vote.

The issue went back before Council on November 1, 2004 with a by-law in accordance with Council instructions. That by-law, had it passed, would have

been By-law 2004-196. The by-law was similar to the City of Greater Sudbury by-law. The by-law lost on a 7 to 5 vote on November 1, 2004. Therefore retail business establishments were allowed to remain open on Boxing Day.

Mayor Rowswell did make a proclamation regarding Boxing Day. In that Proclamation Mayor Rowswell asked retail businesses to close on Boxing Day. The proclamation did not require stores to close nor did it declare Boxing Day to be a civic holiday. A copy of that Proclamation is attached.

Procedure For Boxing Day Closing

If Council decides to require retail business establishments to close on Boxing Day, that could be done in one of two ways. One way would be to amend By-law 3832 (the current store closing by-law) to add a definition of Holiday to mean any day proclaimed by the Mayor to be a holiday. The next step would be for the Mayor to issue a Proclamation declaring Boxing Day to be a Civic Holiday. The net effect of the by-law and proclamation would be to require stores to close on Boxing Day. In addition By-law 3832 should be amended to update the fine.

Under the current by-law the maximum fine is \$5,000.00. The fine should be consistent with what is permitted in the Municipal Act. The Municipal Act permits the fine to be the greater of \$50,000.00 or the gross sales of the retail business establishment during the period the establishment was open in contravention of the by-law.

The simpler way to proceed is to enact a separate by-law dealing with the closing of retail business establishments on Civic Holidays proclaimed by the Mayor. This by-law would be similar to the proposed By-law 2004-196, which was prepared for the November 1, 2004 meeting but not passed. A copy of that draft by-law.

City of Greater Sudbury By-law

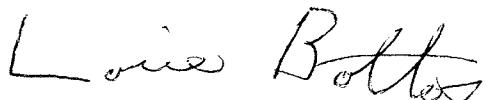
Mr. Ron Swiddle, the City Solicitor for the City of Greater Sudbury has advised that Sudbury By-law 2004-205 remains in force. Retail establishments in that city were to be closed on December 26, 2006. Mr. Swiddle advised me in mid-December that several retail chains threatened to open on Boxing Day; however, I have not received any further information as to whether retail stores were opened and charges laid. Mr. Swiddle did advise that there were no charges laid under this by-law. Stores are complying.

6(5)(a)

RECOMMENDATION

This background report is provided as requested by City Council. Does Council want any additional information?

Respectfully submitted,



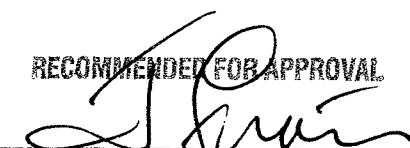
Lorie Bottos
City Solicitor

LAB/dh

DH \Reports to Council\2007 Reports\Boxing Day

Attachments:

1. City By-law 3832 - store closing by-law.
2. Proclamation of Mayor dated October 18, 2004.
3. Draft by-law (previously presented to Council on November 1, 2004 and defeated)
4. Greater Sudbury By-law 2004-205.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

OFFICE CONSOLIDATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 3832

REGULATIONS: (R.1.2.) A by-law to require the closing of shops and to repeal By-law No. 3479.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 355 of The Municipal Act, R.S.O. 1970, Chapter 284, and amendments thereto, ENACTS as follows:

1. In this by-law

- (a) "closed" means not open for the serving of any customer;
 - (b) "shop" means a building or part of a building, booth, stall or place where goods are exposed or offered for sale by retail, and barbers' shops, beauty parlours, shoe repair shops, shoe shine shops, and hat cleaning and blocking businesses, but does not include
 - (i) a place where the only trade or business carried on is that of a licensed hotel or tavern, victualling house or refreshment house,
 - (ii) a retail gasoline service station,
 - (iii) a confectionery store,
 - (iv) a drug store.
[Amended by By-laws 4269, 75-38, 76-277, 83-262, 96-210, 2000-102 and 2002-68]
 - (c) "Supermarket" means a store where various kinds of food stuffs are offered and kept for a retail sale, including fresh, frozen, prepared and preserved groceries, meats, poultry, fish, fruit, dairy produce, garden produce, beverages and bakery products and as an accessory use, goods or merchandise may be kept for retail including hardware, patent medicine, toilet preparations, personal hygiene products, household supplies, magazines and pharmacies."
2. (1) During the whole of the year all classes of shops in the City of Sault Ste. Marie shall be closed and remain closed on each Monday Tuesday, Wednesday, Thursday, Friday and Saturday and Sunday during the hours between 12 midnight of each of such days and 5:00 a.m. the next following day.
- (2) The provisions of Section 2(1) do not apply to supermarkets which are allowed to stay open 24 hours per day except on holidays as defined in the Retail Business Holidays Act.
[Amended by By-law 76-277, 98-20, 2000-102, 2002-68, 2004-31]
3. So long as the time commonly observed in the City is one hour in advance of standard time, the times mentioned in Section 355 of the said Act and in this by-law shall be reckoned in accordance with the time so commonly observed and not standard time.

4. Every person who contravenes this by-law shall, upon conviction thereof, forfeit and pay at the discretion of convicting Judge or Justice of the Peace a penalty of not more than \$5,000.00 exclusive of costs.
5. By-law 3479 is repealed. [Enacted by By-law 71-393]
6. This by-law takes effect on the 1st day of June 1966 and shall be published once in "The Sault Daily Star" in the week of the passing of this by-law.

READ the first, second and third times and FINALLY PASSED in open Council this 24th day of May, 1966.

"Alexander C. Harry"

MAYOR – ALEXANDER C. HARRY

"Harold Tolley"

CITY CLERK – HAROLD TOLLEY

(Corporate Seal)

OFFICE CONSOLIDATION

EARLY CLOSING BY-LAW 3832

Amending By-laws and Sections they pertain to.

- | | |
|----------|--|
| 4269 | Passed December 11 th , 1967 – Section 1 (i, ii, iii) |
| 71-393 | Passed October 18 th , 1971 – Section 5 |
| 75-38 | Passed January 20, 1975 – Section 1(b) |
| 76-277 | Passed July 26 th , 1976 – Section 1(b) and Section 2 |
| 83-262 | Passed October 24 th , 1983 – Section 1(b) |
| 96-210 | Passed December 16 th , 1996 – Section 1(b) |
| 98-20 | Passed January 26 th , 1998 – Added 2A to by-law (was repealed by 2000-102) |
| 2000-102 | Passed April 17 th , 1998 – Adds (d) to Section 1 and repeals 2 and 2A (grocery store openings) |
| 2000-102 | Passed April 17, 2002 – Amends 1(d) |
| 2002-68 | Passed April 22, 2002 – Repeals 1(b), Amends 2(1), 2(2) and Repeals Section 3 (Boxing Day and Civic Holiday issue) |
| 2004-31 | Amends Closing Hours 2(1) and repeals 2(3) |

By-laws 97-122 and 98-90 temporarily extended shop hours for restricted periods of time.

6(5)(a)



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Christmas is a special time of year for families; and

WHEREAS The City of Sault Ste. Marie swells in population at this time of year because family members converge on their hometown to enjoy the great family quality of life we have; and

WHEREAS Many individuals and store owners have petitioned City Council in support of enhancing the community for families by requesting retail stores remain closed on Boxing Day; and

WHEREAS Section 148 of the Municipal Act authorizes the Head of Council to proclaim civic holidays:

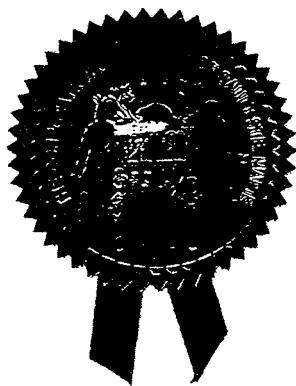
NOW THEREFORE, I, John Rowswell, by virtue of the power vested in me as Mayor of the City of Sault Ste. Marie do hereby proclaim and pronounce December 26th Boxing Day to be an annual Civic Holiday and that Retail Business Establishments shall be closed to the public every year on this date and further, I respectfully ask that retail businesses as outlined in the Retail Business Holidays Act support their employees by closing their stores on this important and now proclaimed Civic Holiday.

Signed,



John Rowswell,
MAYOR

Oct. 18/04



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAFT

BY-LAW

REGULATIONS: (R.1.2.5.) A by-law to require certain retail business establishments to be closed on Civic Holidays proclaimed by the Mayor.

WHEARAS Subsection 148(3) of the Municipal Act, 2001, S.O. 2001, c. 25 allows a local municipality to require business establishments to be closed on days proclaimed by the Head of Council as a Civic Holiday;

AND WHEREAS the Council of the City of Sault Ste. Marie wishes to pass such a by-law;

NOW THEREFORE THE Council of the City of Sault Ste. Marie hereby enacts as follows:

1. **DEFINITIONS**

In this by-law:

"Automobile Service Station" means a building or place where gasoline, oil, grease, anti-freeze, tires, tubes, tire accessories, electric light bulbs, spark plugs and batteries for motor vehicles are stored or kept for sale, or where motor vehicles may be oiled, greased or washed, or have their ignition adjusted, tires inflated or batteries charged, or where only minor or running repairs essential to the actual operation of motor vehicles are executed or performed;

"Bait Shop" means a shop, the principal trade of which is the sale of live bait or artificial bait or both;

"Drug Store" means a pharmacy accredited under the Drug and Pharmacies Regulation Act, R.S.O. 1990, c. H.4. where

- (a) the dispensing of drugs upon prescription is available to the public during business hours; and
- (b) the principal business of the pharmacy is the sale of goods of a pharmaceutical or therapeutic nature or for hygienic or cosmetic purposes and no other goods are available for sale except as sundries; and
- (c) the total area used for serving the public or for selling or displaying to the public in the establishment is less than 7,500 square feet;

"Motor Vehicle" includes an automobile, motorcycle, and any other vehicles propelled or driven otherwise than by muscular power, but does not include a motorized snow vehicle, traction engine, farm tractor, self propelled implement of husbandry or road-building machine;

"Neighbourhood Convenience Store" means a shop:

- i) the principal trade of which is the sale of food and household supplies;
- ii) in which the total area used for serving the public or for selling or displaying to the public is less than 2,400 square feet; and
- iii) in which there are a maximum of three employees for the entire day including the owner or manager;

"Public Garage" includes an automobile service station, a parking station or a parking lot, or a building or place where motor vehicles are hired or kept or used for hire, or where such vehicles or gasoline or oils are stored or kept for sale, and a building or place used as a motor vehicle repair shop or for washing or cleaning motor vehicles; and

"Retail Business Establishment" means a premises where goods or services are sold or offered for sale by retail

2. **GENERAL CLOSING**

No person employed by or acting on behalf of a person carrying a retail business in a retail business establishment shall:

- (a) sell or offer for sale any goods or services therein by retail; or
- (b) admit members of the public thereto

6(5)(a)

on any day proclaimed by the Mayor as a Civic Holiday.

DRAFT

3. EXEMPTIONS

- (1) This by-law does not apply to the sale or offering for sale by retail of:
 - (a) goods or services in the form of or in connection with prepared meals or living accommodation; or
 - (b) liquor under the authority of a licence or permit issued under the Liquor Licence Act, R.S.O. 1990, c. L.19.
- (2) This By-law shall not apply to any of the following retail business establishments:
 - i) Art Galleries
 - ii) Automobile Service Stations
 - iii) Bait Shops
 - iv) Book Stores
 - v) Drug Stores
 - vi) Florists
 - vii) Fresh Fruit and Vegetable Shops
 - viii) Marine Supply Shops
 - ix) Magazine and Periodical Stores
 - x) Neighbourhood Convenience Stores
 - xi) Newspaper Stands
 - xii) Public Garage
 - xiii) Souvenir Shops
 - xiv) Tobacco Shops
 - xv) Video Game Shops, or
 - xvi) Video Rental Stores
- (3) This By-law shall not apply in respect of admission to the public to premises for educational, recreational, or amusement purposes in respect of the sale or offering for sale of goods or services incidental thereto.

4. ENFORCEMENT

Every person who contravenes the provisions of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, such fine not to exceed the greater of :

- a) \$50,000; and
- b) the gross sales of the retail business establishment in the period the establishment was open in contravention of this By-law.

5. This by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES and PASSED in Open Council this day of

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

NOTE: This by-law was formerly presented to Council on 2004 11 01 but was not passed.

BY-LAW 2004-205

**A BY-LAW OF THE CITY OF GREATER SUDBURY
TO REQUIRE CERTAIN RETAIL BUSINESS
ESTABLISHMENTS TO BE CLOSED ON CIVIC
HOLIDAYS PROCLAIMED BY THE MAYOR**

WHEREAS Subsection 148(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 allows a local municipality to require retail business establishments to be closed on days proclaimed by the Head of Council as a Civic Holiday;

AND WHEREAS the Council of the City of Greater Sudbury wishes to pass such a By-law;

**NOW THEREFORE THE COUNCIL OF THE CITY OF GREATER SUDBURY
HEREBY ENACTS AS FOLLOWS:**

1. Definitions

In this By-law:

"Automobile Service Station" means a building or place where gasoline, oil, grease, anti-freeze, tires, tubes, tire accessories, electric light bulbs, spark plugs and batteries for motor vehicles are stored or kept for sale, or where motor vehicles may be oiled, greased or washed, or have their ignition adjusted, tires inflated or batteries charged, or where only minor or running repairs essential to the actual operation of motor vehicles are executed or performed;

"Bait Shop" means a shop, the principal trade of which is the sale of live bait or artificial bait or both;

"Drug Store" means a pharmacy accredited under the *Drug and Pharmacies Regulation Act*, R.S.O. 1990, c. H.4, where

(a) the dispensing of drugs upon prescription is available to the public during business hours; and

- (b) the principal business of the pharmacy is the sale of goods of a pharmaceutical or therapeutic nature or for hygienic or cosmetic purposes and no other goods are available for sale except as sundries; and
- (c) the total area used for serving the public or for selling or displaying to the public in the establishment is less than 7,500 square feet;

"Motor Vehicle" includes an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power; but does not include a motorized snow vehicle, traction engine, farm tractor, self propelled implement of husbandry or road-building machine;

"Neighbourhood Convenience Store" means a shop:

- i) the principal trade of which is the sale of food and household supplies;
- ii) in which the total area used for serving the public or for selling or displaying to the public is less than 2,400 square feet; and
- iii) in which there are a maximum of three employees for the entire day including the owner or manager;

"Public Garage" includes an automobile service station, a parking station or a parking lot, or a building or place where motor vehicles are hired or kept or used for hire, or where such vehicles or gasoline or oils are stored or kept for sale, and a building or place used as a motor vehicle repair shop or for washing or cleaning motor vehicles; and

"Retail Business Establishment" means a premises where goods or services are sold or offered for sale by retail.

2. General Closing

No person employed by or acting on behalf of a person carrying a retail business in a retail business establishment shall,

- (a) sell or offer for sale any goods or services therein by retail; or
 - (b) admit members of the public thereto,
- on any day proclaimed by the Mayor as a Civic Holiday.

3. Exemptions

- (1) This By-law does not apply to the sale or offering for sale by retail of:
 - a) goods or services in the form of or in connection with prepared meals or living accommodation; or
 - b) liquor under the authority of a licence or permit issued under the Liquor Licence Act, R.S.O. 1990, c. L.19.
- (2) This By-law shall not apply to any of the following retail business establishments:
 - i) Art Galleries,
 - ii) Automobile Service Stations,
 - iii) Bait Shops,
 - iv) Book Stores
 - v) Drug Stores,
 - vi) Florists,
 - vii) Fresh Fruit and Vegetable Shops,
 - viii) Marine Supply Shops,
 - ix) Magazine and Periodical Stores,
 - x) Neighbourhood Convenience Stores,
 - xi) Newspaper Stands,
 - xii) Public Garage,
 - xiii) Souvenir Shops,
 - xiv) Tobacco Shops,
 - xv) Video Game Shops, or
 - xvi) Video Rental Stores.
- (3) This By-law shall not apply in respect of admission to the public to premises for educational, recreational, or amusement purposes in respect of the sale or offering for sale of goods or services incidental thereto.

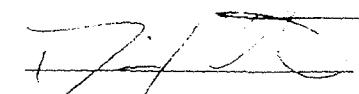
4. Enforcement

Every person who contravenes the provisions of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, such fine not to exceed the greater of

6(5)(a)

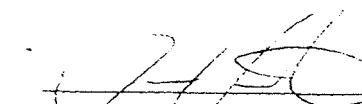
- a) \$50,000; and
 - b) the gross sales of the retail business establishment in the period the establishment was open in contravention of this By-law.
5. This By-law shall come into force and take effect immediately upon the final passing thereof.

READ A FIRST AND SECOND TIME IN OPEN COUNCIL this 13th day of July, 2004.

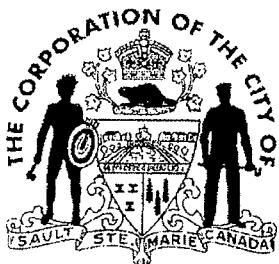


A. Hacké _____ Mayor
A. Hacké _____ Clerk

READ A THIRD TIME AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL this 13th day of July, 2004.



A. Hacké _____ Mayor
A. Hacké _____ Clerk



CITY COUNCIL RESOLUTION

6(5)(a)

Agenda Item

Date: February 12, 2007

MOVED BY
SECONDED BY

Councillor
Councillor

T. Sheehan
D. Celetti

Resolved that the report of the City Solicitor dated 2007 02 12 concerning Boxing Day Store Closing Survey be accepted as information.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED



SIGNATURE

- C.A.O.
- City Solicitor
- Comm. Finance/Treasurer
- Comm. Eng. & Planning
- Comm. Human Resources

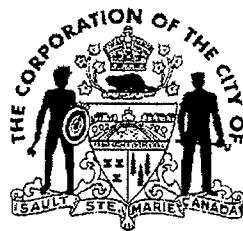
- Comm. Community Services
- Comm. P.W. & Transportation
- City Clerk
- Fire Chief
- Police Chief

- Mayor
- Dir. Libraries
- E.D.C.
- Cons. Authority
-

6(5)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R. 1.2.5.

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2007 02 12

RE: Boxing Day Store Closing Survey

On January 15, 2007 when my report was before Council giving Council the history of Box Day store closing a member of Council asked what other cities do for Boxing Day. My office conducted a survey of six other municipalities. We already knew the situation in Greater Sudbury. The results of that survey are as follows:

| | |
|--------------|---------|
| Guelph | Open |
| Hamilton | Open |
| North Bay | Open |
| Peterborough | Open |
| Thunder Bay | Closed |
| Timmins | Open |
| Sudbury | Closed. |

This background report is provided as requested by City Council. Does Council want more cities surveyed? If so, are there any particular cities that Council wants contacted?

Respectfully submitted,

Lorie Bottos
City Solicitor

LAB/dh

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Donna Irving

From: John Rowswell
Sent: May 11, 2007 1:47 PM
To: Donna Irving
Cc: j.fratesi (Internet)
Subject: FW: Mayoral Proclamation- Boxing day holiday

Follow Up Flag: Follow up
Flag Status: Red

Thursday May 10th, 2007

The Corporation of The City of Sault Ste. Marie c/o MAYOR JOHN ROWSWELL
99 Foster Drive
Sault Ste. Marie, Ontario

Re: Request for Date and Time in Council to Address the BOXING DAY HOLIDAY

Thank You Mr. Mayor,

We hope that you are doing well. As you may recall, in November of 2006, you invited David Poluck to return to council regarding the reinstatement of the Boxing Day Holiday. Mr. Poluck, and the Northern Retail Professionals Association (N.R.P.A.), are now excited and prepared to do so, and are requesting a date and time to address council.

We have gathered individuals for this presentation, in support of your proclamation from 2004, regarding the matter. We would appreciate the opportunity to present on a date, in the near future, which would ensure attendance of yourself, and the greatest number of representatives at council.

If at all possible, we would also like to be scheduled in the middle, or towards the end of the meeting. This request is being made so that our presenters from the retail industry will have time to appear, without causing lost time from work. Since we will have more than one speaker, we would also greatly appreciate adequate time to bring sufficient light to the only potential two-day retail holiday of the year.

Additionally, it would be much appreciated if council members would have the opportunity to administer a recorded vote on your proclamation, at that same council meeting, following our address.

Thank you in advance for your consideration of this request and we look forward to hearing back from your office, with a scheduled date and time.
An N.R.P.A. representative can be reached at the telephone number or email below. We truly appreciate this opportunity and are confident that the family-focused Boxing Day Holiday will be reintroduced to our community.

Sincerely,

Northern Retail Professionals Association (N.R.P.A.)
(705) 253-2645
Email: n_r_p_a@yahoo.ca

Donna Irving

6(5)(a)

From: Judy Biocchi on behalf of City Clerk
Sent: June 4, 2007 10:29 AM
To: Donna Irving
Subject: FW: BOXING DAY

From: Katherine [mailto:k22000@shaw.ca]
Sent: June 04, 2007 10:26 AM
To: City Clerk
Subject: BOXING DAY

June 4, 2007

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

Good Evening!

RE: BOXING DAY

To you this seems like a battle, but, it is all very simple. Is it wrong to fight for something that you believe in? I don't think so. Unfortunately, I am out of town and cannot attend this very important meeting, but, I would like to share my thoughts on the subject.

I have been working in retail for the last sixteen (16) years, and having the one on one contact not only with our community but, the tourists as well, has allowed me to make many great friends. I am a single working parent, that alone should speak for itself. If I had the choice not to work and instead be a stay at home mom on welfare, how would you judge me? I choose to work so that I can earn an honest living and provide for my daughter.

Apparently, you do not see the whole picture. I am sure that you shop our local retailers at Christmas time. Did you happen to see the extended hours along with special late night shopping? Retail is in a world of its own, we even have a section devoted strictly to us in the ERSA. As a retail manager, I will work 61 hours plus, the week of Christmas. Here is how my week will play out, *Christmas Eve I will arrive home around dinner time. I will spend limited, but, quality time with my daughter. We will arise Christmas morning, very early. I will watch the expression on her face as she opens her presents. We spend the morning together, I will prepare her lunch then kiss her goodbye as she heads off to her fathers house for the next two days. I retire early because I have to be at work for 7AM to set up for a sale, a sale that will be there the next day. I get no time with my daughter or my friends that have returned home for the holiday.*

Because I am a retail manager, I do not get to choose the hours that I work nor do my employees. What you don't see is that beginning mid November, we in retail, hit what we call "BLACK OUT". This means that time off is not seen until Black Out ends mid January. We work extended hours and very long hours, for what, one day off, is that fair? Is City Hall open on Boxing Day?

I really do not understand why City Council is the one that is making this so very difficult. Does life have to revolve around the 'ol mighty dollar? Who comes first with you, your job or your family? Honestly, let this go!! Give us back our Statutory holidays set forth by our Government. We are Sault Ste. Marie, we are unique, we do need to follow in anybody's

6/04/07

footsteps but our own. We, in retail are fighting for what we believe in and I would think that if anyone, our City Council would be there to back us up.

Lastly, for those who are opposed, please let me know what time you will be showing up for work, I will definitely need baggers that day!

Thanks!!!

6(5)(a)

Katherine Bock, Manager

Roots Canada

Donna Irving

6(5)(a)

From: Judy Biocchi on behalf of City Clerk
Sent: June 7, 2007 8:46 AM
To: Donna Irving
Subject: FW: Dec 26 Holiday

From: Brenda N Frank [mailto:franknbrenda@sympatico.ca]
Sent: June 06, 2007 11:18 PM
To: City Clerk
Subject: Dec 26 Holiday

June 5, 2007

To the City Council of Sault Ste. Marie

I have worked in retail for over 20 years and have seen the workers, including myself, give up 52 Sundays a year. This was decided to "keep up with the times". Now, one day at a time, they are slowly taking away our last 8 days. These are the days previous generations fought to put in place for a better quality of life for us and future generations! Their sacrifices gave us a 40 hr work week plus our Stat holidays for everyone to enjoy time with family and friends. We are not nurses, doctors, firemen, or police. The stores will not be damaged like our steel plant if it is closed for two days during the holiday season. This is retail we are talking about here, and no one will die if they cannot spend money for two days.

It is a proven fact that driving to Michigan will happen even when our stores are open. The buses full of shoppers leave from the Station Mall for these excursions. This is because we live in a free country, people have the right to leave and shop where they want. There is no evidence to prove opening December 26 has or will ever change this.

I think we need to ask ourselves "What is really going on here?" Has the dollar become more important than two days together with family to celebrate a holiday? This is after working the longest and busiest retail month of the year. The movie 'Scrooge' comes to mind... maybe we should ask, "What was all that about...?" Some stores even advertise at Christmas about how we can save like Scrooge.... makes a person wonder.....is this the true goal...retail becoming as Scrooge was? As I recall, the character 'Scrooge' in the Dickens' classic thought money was more important than the holiday time with family, but learned in the end that it was just the opposite. Some of the larger department stores argue that if they are closed they might lose money. Being a manager of a store I have found that since the stores have been open on Dec 26, the sales were the same over two days as for one day when we were only open on Dec 27. Have these companies been counting the number of their returns in their transaction counts? Are they counting the number of items that are advertised as a door crashers priced low to bring in customers for that day? Do they mention the companies actually take a loss on most of these items?

It has been said that stores should be open on the holidays "like in Southern Ontario". Well, this is not Southern Ontario! I for one, moved here 14 years ago and got away from the rat race in Southern Ontario. This is Northern Ontario and we all should all be very proud of the differences. We don't have to shop to entertain on the holidays because when our friends and family come to visit we can take them skiing at one of the finest ski resorts around. A horse drawn sleigh ride, snow shoeing and cross country skiing are on our doorstep. Our children enjoy playing in clean white snow and skate on the many outdoor rinks. Drive north of the city and enjoy a spectacular show of a winter wonderland. Just breathing the clean air is a thrill for most people from the south! Most of these things are not available in Southern Ontario and that is why people enjoy visiting the north in the winter. Shopping is something that will wait until Dec 27, as Sudbury has already proven. That city has obviously not lost any business because of it, as they are constantly attracting new stores and restaurants to their city. I believe our city has other issues to deal with to attract more business, and being open on Dec 26 is not the problem.

December 26 originally was a holiday in England for the servants to enjoy an extra day off with their families. Yes, there are people who want to work the holiday, but what about all of the ones who are forced to? Big companies will say your job is not on the line...but try saying you won't work and see what happens... those are the ones who have their hours cut and are soon let go from their place of employment... that is just how it works and everyone in retail knows that unspoken rule. So most employees say what they are supposed to say and not what they really think. Does big business rule our city or do we?

It would be wonderful on June 11, to have our city fathers stand up for the people who don't have a say in the world of business! After all...they are the people who voted you into a place of power to serve the people in this community!

Respectfully Submitted by
Brenda Fioramante

6(5)(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-108

AGREEMENTS: (A.3.7.) A by-law to authorize an agreement with the Ministry of Agriculture, Food and Rural Affairs to take part in the Canada-Ontario Municipal Rural Infrastructure Fund Asset Management Program

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 11th day of June, 2007 and made between the City and the Ministry of Agriculture, Food and Rural Affairs

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 11th day of June, 2007

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK –
MALCOLM WHITE

NOTICE

This is a DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all and if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

**CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND (“COMRIF”)
PROGRAM**

FUNDING AGREEMENT FOR ASSET MANAGEMENT PROGRAM (AMP) PROJECT

Ministry of Agriculture, Food and Rural Affairs
File Number: 17684.

THIS AGREEMENT made in triplicate as of the 11th day of June, 2007.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(referred to herein as the “Ministry”)

A N D: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(referred to herein as the “Recipient”)

WHEREAS the Government of Ontario is investing in Ontario’s infrastructure;

AND WHEREAS the purpose of COMRIF is to improve and renew public infrastructure in Ontario’s small urban and rural communities with populations of less than 250,000;

AND WHEREAS the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

AND WHEREAS the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario’s aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

AND WHEREAS Recipients under the COMRIF AMP may choose to access funding in order to undertake works related to addressing one or more of the following five stages of asset management: diagnostic, inspection, valuation, sustainability/planning and financial model.

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - AMP Project Overview
- Schedule "C" - Eligible Costs
- Schedule "D" - Federal Requirements
- Schedule "E" - Additional Provisions
- Schedule "F" - Final Claim Report

constitute the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IN WITNESS WHEREOF, the Ministry and the Recipient have respectively executed and delivered this Agreement on the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister of Agriculture, Food and Rural Affairs
by:

Name: The Honourable Leona Dombrowsky
Title: Minister of Agriculture, Food and Rural Affairs

Date

RECIPIENT'S NAME: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
by:

Name: John Rowswell
Title: Mayor

Date

Affix
Corporate
Seal

Name: Malcolm White
Title: Deputy City Clerk

Date

I/we have authority to bind the Recipient

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter F.31, as amended.

"Adjust the Financial Assistance" means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of this Agreement.

"Asset Management Program (AMP)" means the Municipal Capacity Building component of the COMRIF Agreement as amended on November 15, 2006.

"Budget" means the Project budget set out in Schedule "B" hereto.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Communication Requirements" means the communication conditions as set out in Section 12, or as directed by the Ministry from time to time.

"COMRIF Program" has the meaning given to it on the first page of this Agreement.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a contract between a Recipient and a third party at arm's length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a crown agency as defined in the *Crown Agency Act* (Ontario).

"Eligible Cost" has the meaning given to it in Section 3 of this Agreement and Schedule "C" hereto.

"End of Financial Assistance Date" means March 31, 2010.

"Event of Default" has the meaning given to it in Section 14 of this Agreement.

"Expiration Date" means March 31, 2010.

"Expression of Interest" means documents provided by Recipient to access funding.

"Federal Government" means Her Majesty the Queen in Right of Canada.

"Federal Licensed Marks" has the meaning given to it in Section 6 of Schedule "D" hereto to this Agreement.

"Federal Maximum Financial Assistance" has the meaning set out in Schedule "B" hereto.

"Final Claim Report" has the meaning given to it in Section 6.1 of this Agreement.

"Final Claim Report Date" means September 30, 2009.

"Financial Assistance" means the funds contributed by the Senior Government to be advanced by the Ministry to the Recipient pursuant to this Agreement.

"Fiscal Year" means the period beginning on April 1 of a year and ending on March 31 of the following year.

"Generally Accepted Accounting Principles" means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants, applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.

"Government of Ontario" means Her Majesty the Queen in Right of Ontario.

"Infrastructure" means publicly or privately owned fixed capital assets in Ontario for public use or benefit.

"Local Government" means a "municipality" as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes in an unorganized township, but excludes municipalities having a population in excess of 250,000.

"Maximum Financial Assistance" has the meaning set out in Section 4.4 and Schedule "B" hereto.

"Ministry" has the meaning given to it on the first page of this Agreement.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "B" hereto.

"Project" means the Asset Management Program project described in Schedule "B" hereto.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Senior Government" means the Ministry and the Federal Government collectively.

"Substantially Performed" means all costs for the project have been incurred.

"Total Eligible Costs" has the meaning set out in Schedule "B" hereto.

- 1.2 ***Herein, etc.*** The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- 1.3 ***Currency.*** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.4 ***Statutes.*** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.5 ***Gender, singular, etc.*** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.
- 1.6 ***Ministry Approvals.*** Any reference to, or requirement for, the approval of the Ministry in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of the Ministry.

SECTION 2 TERM OF AGREEMENT

- 2.1 ***Term.*** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date.
- 2.2 ***End of Financial Assistance Date.*** Notwithstanding anything in this Agreement and regardless of the Project's state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

SECTION 3 ELIGIBLE COSTS

- 3.1 ***Eligible Costs.*** In order for a cost to be eligible for Financial Assistance pursuant to this Agreement (an "Eligible Cost"), the cost must be in accordance with Schedule "C", Part

C.1, except where otherwise expressly approved in writing by the Ministry. For greater certainty, where Schedule "B" identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible.

- 3.2 Discretion of Ministry.** Subject to Section 3.1, the eligibility of any items not listed in Schedule "C" to this Agreement will be determined in accordance with Ministry policies and guidelines. The final eligibility of items claimed is at the sole discretion of the Ministry. The Recipient should consult with Ministry staff when in doubt over specific items prior to incurring costs.
- 3.3 Retention of Receipts.** The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be available to the Ministry when requested and maintained by the Recipient for audit purposes for a period of six years after the costs have been reimbursed by the COMRIF Joint Secretariat.
- 3.4 Ineligible Costs.** Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Schedule "C", Part C.2 (Ineligible Costs).
- 3.5 Deemed ineligible.** The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance on or before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.
- 3.6 Clarification.** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 Basis of payout of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "B".
- 4.3 Funds advanced.** If Financial Assistance is provided to the Recipient by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, shall be deemed to remain the property of the Ministry and must be held by the Recipient in trust for the Ministry in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with a

Final Claim Report, in the format set out in Schedule "F", must meet the requirements of this Section.

- 4.4 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance as noted in Schedule "B" hereto.
- 4.5 Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.6 Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.7 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.10 GST.** The Financial Assistance is based on the net amount of goods and services tax to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.11 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.12 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the

Ministry may terminate this Agreement in accordance with the terms specified in Section 14.5 of Schedule "A" of this Agreement.

SECTION 5 PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 Ministry not responsible for implementation.** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
- 5.3 Ministry not responsible for costs, etc.** The Ministry shall not be responsible for any claims, proceedings or judgments arising from any tender and bidding process that may be required.
- 5.4 Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.
- 5.5 Competitive process.** The Recipient shall acquire and manage all equipment, services and supplies required for the Project through a transparent, competitive process that ensures the best value for funds expended. For equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless the Ministry gives prior written approval and:
- a) the expertise the Recipient is purchasing is specialized and is not readily available; or
 - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 of this Agreement and the requirements of this Section 5.6, the requirements referenced in this Section 5.6 shall apply.

- 5.7 **Final Claim Report.** The Recipient shall submit its Final Claim Report, in the format set out in Schedule "F", with the required documentation for approval, cost reviews, audits and settlement by the Final Claim Report Date of September 30, 2009 or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.
- 5.8 **Commencement of Project.** The Recipient shall begin the Project within six (6) months after the date of this Agreement, failing which this Agreement may be terminated pursuant to Section 14.
- 5.9 **Contracts.** The Recipient shall ensure that all Contracts:
- a) are consistent, and do not conflict, with this Agreement;
 - b) incorporate the relevant provisions of this Agreement to the extent possible;
 - c) conform to all policies and procedures issued by the Senior Government for the COMRIF Program;
 - d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with all applicable policies and procedures issued by the Government of Ontario;
 - e) require that the parties thereto comply with all applicable legislation; and
 - f) authorize the Ministry and the Federal Government to gather data, perform audits and monitor the Project as they see fit.

SECTION 6 REPORTING REQUIREMENTS

- 6.1 **Final Claim Report.** Within three months of the Project becoming Substantially Performed and no later than the Final Claim Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "Final Claim Report") for the Project to the Ministry in a form set out in Schedule "F" and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Claim Report shall include:
- a) a certificate by an authorized official such as the chief financial officer of the Recipient certifying that the asset management works approved for funding have been undertaken;

- b) an invoice summary, in the form prescribed by the Ministry;
- c) a final cost summary in the form prescribed by the Ministry;
- d) when requested, all original invoices and receipts for the Project;
- e) details of any variance from the Project, the Budget and/or the Project Schedule; and
- f) any other information respecting the Project that may be requested by the Ministry, including, but not limited to, audited financial statements.

Upon receipt of the Final Claim Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.

SECTION 7 RECORDS AND AUDIT

- 7.1 Separate records.** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for six (6) years after the final settlement of accounts referred to in Section 6.1 of Schedule "A" of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 Provide records to Ministry.** The Recipient shall provide to the Ministry, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and Consultants relating to the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as may be required by the Ministry, of the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s). Such material shall be provided to the Ministry and other ministries of the Government of Ontario as may be requested from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Government of Ontario, as applicable.
- 7.3 External auditor.** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A" of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts an audit pursuant to this section of the Agreement or

otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.

- 7.4** **Information.** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry and the Federal Government, their respective agents and employees, including the Ontario Provincial Auditor's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.
- 7.5** **Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1** **Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 6.1 of Schedule "A" of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "Allowable Financial Assistance"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2** **Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 made on the Project from Financial Assistance payable on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3** **Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

SECTION 9 INSURANCE AND BONDING

- 9.1** ***Insurance.*** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry:
- a) Comprehensive general liability insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:
 - (i) Her Majesty the Queen in right of Ontario as an additional insured for the purposes of the Project only;
 - (ii) Cross liability;
 - (iii) Contractual liability;
 - (iv) Independent contractors;
 - (v) Products and completed operations;
 - (vi) Employer's liability and voluntary compensation;
 - (vii) 30 day written notice of cancellation;
 - (viii) Tenants legal liability (if applicable); and
 - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - b) All the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, where appropriate and without limitation, property, construction and errors and omissions insurance.
- 9.2** ***Certificates of Insurance.*** Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement, the Recipient shall provide the Ministry with a valid certificate of insurance that references the Project, confirms the above requirements and identifies major exclusions in the policy.

SECTION 10 INDEMNITY

- 10.1** ***Ministry not liable.*** In no event shall the Ministry be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in

any way related to this Agreement or the Project; nor

- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to this Agreement or the Project.

10.2 Recipient to indemnify. The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act (Ontario)*) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

10.3 Further Indemnity. The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 CONFLICT OF INTEREST AND CONFIDENTIALITY

11.1 No conflict of interest. The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Her Majesty the Queen in right of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in

an organization that is carrying out work related to the Project.

- 11.2 *Disclose potential conflict of interest.*** The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 11.3 *Freedom of Information and Protection of Privacy Act.*** The Recipient acknowledges that the Ministry is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

SECTION 12 COMMUNICATION AND RECOGNITION

- 12.1 *Acknowledge the support of the COMRIF Program.*** The Recipients shall acknowledge the support of the program in all reports and materials and in all advertising and publicity relating to the Project, in a format approved by the program.
- 12.2 *COMRIF Program publicize information. The Recipients acknowledge that the COMRIF Program may*** publicize information regarding the Asset Management Program, including project descriptions, participants and approved funding amounts.
- 12.3 *Recipients views do not necessarily represent those of the COMRIF Program.*** The Recipients shall ensure the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipients and do not necessarily reflect those of the COMRIF Program.

SECTION 13 COVENANTS, REPRESENTATIONS AND WARRANTIES

- 13.1 *Covenants, representations and warranties.*** The Recipient covenants, represents and warrants to the Ministry that:
- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
 - b) it has authority and any necessary approval to enter into this Agreement and to carry out its terms;
 - c) it has or will apply for all permits, approvals, and licenses which are required in order to carry out the Project including, but not limited to, any approvals lawfully required under the *Planning Act* (Ontario), the *Building Code Act, 1992* (Ontario), the *Highway Traffic Act* (Ontario), the *Public Transportation and Highway Improvement Act* (Ontario), the *Bridges Act* (Ontario) and the Environmental Laws;
 - d) it validly exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;

- e) where applicable, it has passed by-laws required to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws
- g) provided that the Recipient is not a municipality or a Crown Agency,
 - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - C. is registered and qualified to do business wherever necessary to carry out the Project;
- h) it has the experience, financial health and ability to carry out this Project;
- i) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- j) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in Right of Ontario or a Crown Agency towards any aspect of the Project.
- k) all information provided during the AMP Initiative Expression of Interest submission process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the AMP Project Overview (Schedule "B") are as set out herein.

13.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 14 DEFAULT, ENFORCEMENT AND TERMINATION

14.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the

Recipient in this Agreement or any certificate delivered to the Ministry pursuant hereto shall be materially untrue in any respect;

- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion of the Ministry a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the Ministry, acting reasonably;
- g) if in the opinion of the Ministry the Recipient ceases to operate;
- h) if the Recipient fails to begin the Project within six (6) months after the date of this Agreement, or, in the opinion of the Ministry, the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry are beyond the control of the Recipient;
- i) if the Recipient has submitted false or misleading information to the Ministry; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 11 (Conflict of Interest and Confidentiality).

14.2 Waiver. The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting there from, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.

14.3 Remedies on default. Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 days or such period of time as the Ministry may consent to in writing:

- a) the Ministry shall have no further obligation to provide any Financial Assistance for the Project;
 - b) the Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
 - c) the Ministry may avail itself of any of its legal remedies that it may deem appropriate.
- 14.4 Additional remedies.** In addition to the remedies described in Section 14.3, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.
- 14.5 Termination without cause.** Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed

SECTION 15 NOTICE

- 15.1 Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "E" attached hereto or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

- 15.2 **Representatives.** The individuals identified pursuant to Section 15.1 above will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 16 CONTRIBUTION ONLY

- 16.1 **Contribution.** This Agreement is a contract for a contribution only and nothing in it or done pursuant to it, is to be construed as constituting the Recipients as the Ministry's agent, employee, partner or joint venturer; and the Project shall be the sole property of the Recipients or the Beneficiaries as the case may be. This provision in favour of the Ministry shall be included in agreements between the Grantees and Beneficiaries.
- 16.2 **Intellectual Property Ownership.** All intellectual property in any material developed under this Agreement shall not belong to the Ministry.

SECTION 17 MISCELLANEOUS

- 17.1 **Terms binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7.4 of Schedule "A" of this Agreement.
- 17.2 **Time of the essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision. The Ministry shall not be liable for any liquidated damages as a result of working days extensions.
- 17.3 **Successors and assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 17.4 **Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 **No waiver.** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 17.6 *Division of Agreement.*** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 *Governing law.*** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 *Survival.*** The following schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Conflict of Interest and Confidentiality), Section 12 (Communication and Recognition), Section 13 (Covenants, Representations and Warranties), Section 14 (Default, Enforcement and Termination) and Section 16.11 (Interest) of Schedule "A";
- 17.9 *No assignment.*** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.
- 17.10 *No Amendment.*** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 *Interest.*** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 *Ministry and Recipient independent.*** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 *Recipient cannot represent the Senior Government.*** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 *Consultants.*** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and

Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

- 17.15 Cooperation.** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.16 Data.** The Recipient agrees that the Ministry may, in its sole discretion, gather and compile data required under this Agreement and disclose such data to the Federal Government.
- 17.17 Priority.** Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B" and all other schedules.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
AMP PROJECT OVERVIEW

AMP PROJECT DESCRIPTION

AMP FILE #17684**THE CORPORATION OF THE CITY OF SAULT STE.
MARIE****WORK DESCRIPTION:**

The City of Sault Ste. Marie proposes to use its Asset Management Program funding to primarily target the inspection and valuation stages of the asset management continuum. The project commits to hiring a consultant to identify the various municipal assets by class, determine the condition and remaining useful life and value them. The inventory will be contained in a new software module purchased specifically for fixed asset management. The City will then decide upon the depreciation policies in conjunction with recommendations from the consultant. Future seminar attendance is also planned.

FINANCIAL ASSISTANCE / PROJECT BUDGET

| | |
|---------------------------------------|--------------------|
| Total Eligible Costs: | \$76,049.00 |
| Federal Maximum Financial Assistance: | \$25,350.00 |
| Ontario Maximum Financial Assistance: | \$25,349.00 |
| Maximum Financial Assistance: | \$50,699.00 |

The Ministry will release all federal and provincial AMP funding once a Final Claim Report has been submitted to the COMRIF Joint Secretariat as set out in Section 6.1 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on any costs incurred prior to the submission, review and reimbursement of all eligible AMP project costs.

PROJECT SCHEDULE/BUDGET**CASH FLOW BASED ON ESTIMATED COSTS**

TOTAL IN TABLE MUST EQUAL THE TOTAL AMP CONTRIBUTION FROM ALL THREE LEVELS OF GOVERNMENT (SEE TOTAL ELIGIBLE COSTS ABOVE)

| Fiscal Year (April 1 - March 31) | Proposed Cash Flow |
|--------------------------------------|--------------------|
| 2006/07 (Dec 6 th onward) | \$0.00 |
| 2007/08 | \$76,049.00 |
| 2008/09 | \$0.00 |
| Total Eligible Costs | \$76,049.00 |

SCHEDULE "C" ELIGIBLE COSTS

C.1 ELIGIBLE COSTS

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs must be directly related to the asset management project. They must also be for expenditures that would not have otherwise been incurred by the Recipient and include, but are not limited to the following:

- a) Cost incurred on or after the AMP announcement date (December 6, 2006), but before the program deadline of March 31, 2009.
- b) Cost incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake asset management activities related to the five principal stages of asset management.
- c) Software, hardware and any other IT products required by the municipality to undertake the asset management work required.
- d) Staff training costs, including training registration fees, travel expenses (airline/train ticket, car rental including the cost of gasoline, mileage if staff members' own car is used, hotel stays and meals while attending a conference/seminar) and any materials that may be required to be purchased in advance of attending a training session such as books and/or training manuals specifically requested by the training seminar organizer.
- e) Staff costs for any staff members newly hired specifically to work on municipal asset management works on a full time basis. This could include summer students hired specifically for this purpose on a temporary basis, or part-time staff specifically dedicated to working on asset management activities.
- f) Any other asset management related costs as approved by the COMRIF Joint Secretariat.

C.2 INELIGIBLE COSTS

C.2.1. Notwithstanding any other provision in this Schedule, costs related to the following are not eligible:

- a) Costs incurred before the announcement of the AMP (December 6, 2006).

- b) Costs incurred after March 31, 2009.
- c) Services or works that, in the opinion of the COMRIF Joint Secretariat, are normally provided by the recipient or a related party.
- d) Salaries and other employment benefits of any employees of the recipient that are not spending 100% of their time working on asset management activities.
- e) Overhead costs (e.g., supervision) for eligible staff members hired to work on asset management works on a full-time basis.
- f) Any travel, gasoline, meal, hotel, material, education and other costs borne by the recipient that are not related to the work performed under the Asset Management Program.
- g) Taxes for which the recipient or a third party is eligible for a tax rebate and all other costs eligible for rebates (e.g., GST).
- h) Financing charges and interest costs.
- i) Costs of capital leasing of equipment by the recipient.
- j) Legal fees; and
- k) Routine repair and maintenance costs.

SCHEDULE "D"
FEDERAL REQUIREMENTS

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from the Federal Government. Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient will notify of any other funding received from the Federal Government, including FEDNOR funding, towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, servants, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, servants, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in Right of Canada.
6. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to

COMRIF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 12 (Communication and Recognition) of Schedule "A" of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

7. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
8. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
9. All of the provisions of this Schedule "D" shall survive the expiration or early termination of this Agreement.
10. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
11. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.

**SCHEDULE "E"
ADDITIONAL PROVISIONS**

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 15 of Schedule "A" hereto, notice can be given at the following addresses:

- (a) If to the Ministry:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Guelph, Ontario
N1G 4Y2

Phone: 1-866-306-7827
Fax: (519) 826-4336
E-Mail: brian.cardy@ontario.ca

Attention: Brian Cardy

- (b) If to the Recipient:

THE CITY OF SAULT STE. MARIE
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Phone: (705) 759-2500
Fax: (705) 759-2310
E-Mail: j.fratesi@cityssm.on.ca

Attention: Joseph M. Fratesi, Chief Administrative Officer

SCHEDULE "F"
FINAL CLAIM REPORT



Asset Management Program (AMP) Final Claim Report
Demande de remboursement - Programme de gestion des biens d'infrastructure (PGBI)

Part 1 - Project Information / Partie 1 - Renseignements sur le projet

| | | |
|---|--|--|
| Municipality / Municipalité | Project Claim # / No de la demande de remboursement pour le projet | Project Representative / Représentant(e) du projet |
| Period Covered by this Claim / Période visée par la demande | Telephone # / No de téléphone | FAX # / No de télecopieur |
| From / Du | To / à | |
| Project # / No de projet | Project Name / Nom du projet | Project Start Date / Date du début du projet |
| | | Project Completion Date / Date de la fin du projet |

| | | |
|--|---------------|-------------|
| Authorized Official / Officier(s) autorisé(s) | Name / Nom | Date / Date |
| | Title / Titre | |
| I certify the costs are eligible costs and in compliance with the provincial legal agreement and that supporting invoices and records are available for audit, if required. / J'affirme que les dépenses déclarées sont des dépenses admissibles et conformes à l'accord législatif provincial et que les documents supports sont disponibles à la date de vérification. | | |
| Signature / Signature | | |

Part 2 - New Invoices / Partie 2 - Nouvelles factures

| Invoice # / No de facture | Date / Date | Period of Invoices / Période visée par la facture | Vendor Name / Nom du fournisseur | Work Description / Description des travaux A / B / C / D / E / F per below / comme en bas | Invoice Amount / Montant de la facture | GST Rebate / Remboursement de la TPS | Net Claim Amount / Montant noi demandé | Paid / Payé (Yes/No) / (Oui/Non) | Cheque # / No du chèque |
|------------------------------|-------------|--|----------------------------------|--|---|--|---|--|----------------------------|
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| | | | | | | | | | |
| TOTAL / TOTAL | | \$ | | \$ | | \$ | | \$ | |

Part 3 - Final Report Information / Partie 3 - Information du rapport final

| | |
|--|-----------|
| A. Diagnostic / Le diagnostic | \$ |
| B. Inspection / L'inspection | \$ |
| C. Valuation / L'évaluation | \$ |
| D. Sustainability - Planning / La viabilité - la planification | \$ |
| E. Financial Model / Le modèle financier | \$ |
| F. Miscellaneous / Divers | \$ |
| NET PROJECT TOTAL / PROJET NET TOTAL | \$ |

**Part 4 - Project Variances (i.e., budget, scope, timelines) /
Partie 4 - Différences du Projet (i.e. budget, la limite, les horaires)**

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Part 5 - Project Verification / Partie 5 Vérification du projet

Project Benefits Achieved / Benefices du projet accomplis

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/ 66a /

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-109

AGREEMENTS: (E.3.4) A by-law to authorize an agreement with the City and Pioneer Construction Inc. (2007-6E) for the resurfacing of Lyons Avenue from Wellington Street West to Korah Road.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" (Contract 2007-6E) hereto dated the 11th day of June, 2007 and made between the City and Pioneer Construction Inc. for the resurfacing of Lyons Avenue from Wellington Street West to Korah Road

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE

NOTICE

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

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2007-6E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of June in the year 2007 by and between Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**LYONS AVENUE ASPHALT RESURFACING
CONTRACT 2007-6E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

18(b)

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, Ontario
P6A 5K8

THE OWNER: Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - JOHN ROWSWELL

(seal)

CITY CLERK - DONNA P. IRVING

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-110

AGREEMENTS: (E.3.4) A by-law to authorize an agreement with the City and Avery Construction Limited (2007-10E) for repair of Municipal Bridges No. 14, 15 and 16 on Base Line.

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

1. EXECUTION OF DOCUMENTS

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" (Contract 2007-10E) hereto dated the 11th day of June, 2007 and made between the City and Avery Construction Limited for permanent repairs to Municipal Bridge No. 16 and temporary repairs on Municipal Bridges 14 and 15, all on Base Line.

2. SCHEDULE "A"

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

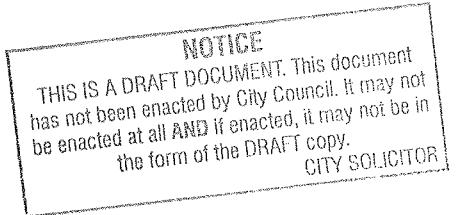
3. EFFECTIVE DATE

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

READ THREE TIMES and PASSED in open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE



CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2007-10E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of June in the year 2007 by and between Avery Construction Ltd. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**SUPPLY AND INSTALLATION OF TWO TEMPORARY BRIDGE STRUCTURES ON
MUNICIPAL BRIDGES NO. 14 & 15 – BASE LINE
REPAIRS TO CONCRETE DECK ON MUNICIPAL BRIDGE NO. 16 – BASE LINE
CONTRACT 2007-10E**

which have been signed in triplicate by both parties and which were prepared under the supervision Jerry Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR: Avery Construction Ltd.
940 Second Line
Sault Ste. Marie, ON
P6C 2L3

THE ENGINEER: Mr. Jerry Dolcetti, R.P.P.
Commissioner
Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario P6A 4N1
Facsimile (705) 541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – John Rowswell

(seal)

CITY CLERK - DONNA P. IRVING

THE CONTRACTOR

Avery Construction Ltd.
COMPANY NAME

(seal)

SIGNATURE

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-112

AGREEMENTS: (E.3.4) A by-law to authorize an agreement with the City and Pioneer Construction Inc. (2007-5E) for asphalt resurfacing at various locations throughout the City.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" (Contract 2007-5E) hereto dated the 11th day of June, 2007 and made between the City and Pioneer Construction Inc. for the resurfacing of Wellington Street West (Lyons Avenue to Conmee Avenue), a portion of Fifth Line East, and various other asphalt resurfacing.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE

NOTICE
THIS IS A DRAFT DOCUMENT. This document
is not to be enacted by City Council. It may not
be filed at all AND if enacted, it may not be in
the form of the DRAFT copy.
CITY SOLICITOR

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2007-5E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of June in the year 2007 by and between Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**MISCELLANEOUS ASPHALT REPAVING
CONTRACT 2007-5E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 5K8

THE OWNER: Mr. Jerry D. Dolcetti, RPP
Commissioner, Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Facsimile 705-541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - JOHN ROWSWELL

(seal)

CITY CLERK - DONNA P. IRVING

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

10(e)

BY-LAW 2007-113

SUITE HOLDER AGREEMENTS: (L.5.2.4) A by-law to delegate to the Manager of Community Centres certain powers under section 227 of the Municipal Act.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 227 of the Municipal Act 2001, S.O. 2001, c.25, **ENACTS** as follows:

1. **SUITE HOLDER AGREEMENT POWERS DELEGATED**

The Council hereby delegates to the Manager of Community Centres Council's powers to execute suite holder agreements on behalf of City Council for private suites located at the Steelback Centre.

2. **NO AMENDMENTS**

The Manager of Community Centres has the power to enter into suite holder agreements in the form shown as Schedule "A" hereto only. No significant amendments may be made to the said agreement without the consent of Council.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DPEUTY CITY CLERK – MALCOM WHITE

NOTICE

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

CITY SOLICITOR

SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE

PRIVATE SUITE HOLDER LICENSE AGREEMENT

This Agreement made on the _____ day of _____, 200____.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called "THE CITY"

-AND-

(hereinafter called the "Suite Holder")

WHEREAS the City is the owner of the Sault Ste. Marie Sports & Entertainment Centre (hereinafter referred to as the "Centre") to be located on Queen Street East, in the City of Sault Ste. Marie, Ontario.

AND WHEREAS the City has agreed to offer a license for the use of a suite ("Suite") at the Centre, to the Suite Holder for ten (10) years, commencing September 1st, 2006, for an annual license fee of _____.

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE AND RELATIONSHIP

- 1.01 The City hereby grants an exclusive license to the Suite Holder to use the Suite, during the Original Term, in accordance with the terms and conditions and Schedules A, B and C of this Agreement.
- 1.02 The relationship between the City and the Suite Holder is solely that of a proprietor and a party licensed for the non-full-time use and occupation of the Suite and not one of Landlord and Tenant, and nothing contained herein shall confer on or vest in the Suite Holder any title, ownership interest or estate in the Suite, the Centre or the lands on which the Centre is constructed.

2. INCLUDED SERVICES

- 2.01 Except as otherwise provided during the Original Term, the City shall provide to

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the Suite Holder the following:

- a) Two (2) parking spaces in the Centre's west parking lot entrance, designated by the City at its sole discretion and which may be changed from time to time, to be used for Events;
 - b) housekeeping services after the conclusion of each Event; and
 - c) all utility services to the Suite, including water, heat, air conditioning and electricity.
- 2.02 The ordinary and necessary maintenance and repair in the Suite to be provided by the City shall not include maintenance and repair work required as a result of the negligence or vandalism (as determined by the City) by the Suite Holder or any guest of the Suite Holder ("Suite Holder Guest"). The City will have such damage repaired and that expense will be paid by the Suite Holder within 30 days of being invoiced by the City. The Suite Holder shall not affix to any surface of the Suite any nails, tacks, tape, staples or similar fasteners, without the expressed written permission of the City.

3. FIXTURES, FURNISHINGS AND EQUIPMENT

- 3.01 At the expense of the City, each Suite will include the standard features outlined in Schedule B.
- The Suite Holder, at its cost, shall choose, purchase and install furniture and fixtures for the Suite that are quality products in good repair.
- 3.02 The City will provide a telephone line to the Suite. The Suite Holder will be responsible for contracting this directly with the telephone system provider and will be solely responsible for payments.
- 3.03 The Suite Holder shall not make any additions or alterations to the interior or exterior of the Suite or the furniture, fixtures and equipment without the express written permission of the City.

4. SUITE HOLDER PRIVILEGES

- 4.01 During the Original Term, upon presentation of an Event ticket showing Suite access, the Suite Holder or a Suite Holder Guest, as the case may be, will be allowed admittance to the Suite in accordance with the terms of this Agreement and specifically subject to rules and regulations attached hereto as Schedule C, or as amended from time to time by the City as provided to the Suite Holder.
- 4.02 The Suite Holder and its guests may access the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half (0.5) hour past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite cannot be used for overnight accommodation or residential or office

purposes.

- 4.03 During the Original Term, the Suite Holder shall have the option of purchasing additional Event tickets for the Suite for which the City makes additional Event tickets available, provided however that the total number of tickets for the Suite issued or made available for each Event shall not exceed the maximum capacity of the Suite as determined by the Rules.
- 4.04 The number of occupants of the Suite shall not exceed the maximum capacity as determined by the Rules. No person shall be entitled to access and usage of the Suite without an Event ticket expressing Suite access for a specified event.
- 4.05 The Suite Holder may, with advance notice and at its own expense, obtain the services of one or more attendants through the City to be present at any Event to serve guests exclusively in their Suite alone. This service is beyond the minimum level of service which will be provided whereby one attendant may service a limited number of suites. The Suite Holder shall be charged by the City for the services provided by any attendants at rates determined by the City and such charges shall be payable at the time the service is provided.
- 4.06 A full range of catering services shall be available to the Suite Holder as per the regulations outlined in Schedule "C", "Rules and Regulations."
- 4.07 The Suite Holder and any Suite Holder Guest shall be entitled to enter the Centre by the VIP entrance as designated by the City. The City reserves the right to change the entrance privileges at its discretion if deemed necessary for operational purposes.
- 4.08 For exclusive-use Suite Holders the City will sub-license the Suite for non-Soo Greyhounds events unless notified more than 28 days in advance of the event that Suite Holder wishes to purchase the required number of seats (8/9/10) for the said event.

5. LICENSE TERM

- 5.01 The term of this Agreement shall be for the Original Term, commencing on September 1, 2006.
- 5.02 The term of the Agreement, which provides for the exclusive use of the Suite Holder's Suite for all spectator events in the Centre will be for the number of years indicated on page 1 of this Agreement.
- 5.03 No later than six months prior to the expiry of the Original Term, the City shall notify the Suite Holder of the License Fee for the first year following the expiry of the original term. The Suite Holder shall have the first option to enter into a new Suite Holder License Agreement on such terms and conditions as the City shall then establish for all Suite Holders. To initiate this option, six months prior to the expiration of the Original Term, the Suite Holder must provide written notice to the City of its intention to exercise this option or it shall terminate at the end of

the Original Term. The Suite Holder will not be permitted to exercise his or her option to renew if the Suite Holder is in default of any terms, covenants and conditions of this Agreement.

- 5.04 The Suite Holder shall pay to the City an amount equal to any consumption, sales tax and goods and services tax and any other tax levied or to be levied by any government authority during the term of this Agreement with respect to or in relation to any payments made pursuant to this Agreement.

6. **EVENT CONDITIONS**

- 6.01 An Event (the "Event") is defined as any occasion when the Centre is open to the public subject to the purchase of a ticket to enter the Centre and where over 2,000 tickets have been or are anticipated to be sold.
- 6.02 The Suite Holder acknowledges and agrees that nothing contained herein shall constitute a representation, warranty, promise, covenant or guarantee by the City that a particular Event or any Events will be held or performed in the Centre during the Original Term and Additional Terms or at all.
- 6.03 The Suite Holder acknowledges that for certain non-Soo Greyhounds Events, the City may determine that the view from the Suite is obstructed due to the location of the stage and/or support equipment. In such cases, the City will use its best efforts to negotiate with the Event promoter the availability of alternate seating of the best quality available. During such an Event, the Suite Holder will still have the right to use the Suite for social purposes before, during and after the Event, subject to the limitations set forth in Section 4.02.

7. **RIGHT OF ENTRY**

- 7.01 The City and its employees and any manager or employees of the manager designated by the City shall have the continued right to enter the Suite at any and all times including, without limitation, for any purpose set forth in the Rules.
- 7.02 The Suite Holder shall not change the locks to the Suite or attempt to restrict access to the Suite by the City in any way.

8. **EJECTION**

- 8.01 The City and its employees and any manager and employees of the manager designated by the City reserve the right to eject from the Centre the Suite Holder or any Suite Holder Guest who, in the opinion of the City and its employees and any manager or employees of the manager designated by the City, is conducting themselves in an objectionable manner, and the Suite Holder hereby waives any and all claims for damages, liability or expense arising from the exercise of such right and the Suite Holder shall indemnify the City and its employees and the manager or employees of the manager designated by the City from and against any cost or damages arising from the exercise of such right. Such

indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.

9. **FORCE MAJEURE**

- 9.01 The City shall not be responsible to the Suite Holder to refund the License Fee or any part thereof or perform any term or condition of this Agreement if such performance is prevented by anything beyond the reasonable control of the City, whether caused by reason of strike, lockout or other labor dispute, civil violence, inability to procure materials, failure of electricity or other utilities, restrictive governmental laws or regulations enacted subsequent to the date of this Agreement, riots, insurrection, wars, acts of God, inclement weather or otherwise.

10. **TERMINATION**

- 10.01 In the event that the Suite Holder shall breach any terms or conditions of this Agreement in addition, to any other legal rights the City may have, the Suite Holder shall have 30 days to cure the breach after receiving written notice from the City, failing which the City may immediately terminate the license hereunder and retain all amounts paid by the Suite Holder to the City as liquidated damages as a genuine pre-estimate of the Centre damages or on account of the Centre damages without prejudice to any other rights and remedies which the City may have at law or in equity, as the City may elect.

11. **WAIVER INDEMNIFICATION AND DAMAGE**

- 11.01 Neither the City, its officers, partners, agents or employees, nor any manager designated by it shall be responsible for any loss, damage or any injury to any person or to any of the property of the Suite Holder or any Suite Holder Guest resulting from any cause whatsoever, not limited to theft or vandalism, unless due to the wilful misconduct of the City or its designated manager.
- 11.02 The Suite Holder shall indemnify and hold harmless the City and its designated manager and its respective officers, partners, agents and employees, from and against any cost, damage, claim, liability or expense arising from any injury or damage to the Centre, the Suite, the Suite Holder and any Suite Holder Guest where the injury or damage arises from any cause whatsoever, unless due to wilful misconduct of the City or its designated manager. Such indemnification for any act or omission as shall occur during the Original Term of this Agreement and shall survive the termination of this Agreement.
- 11.03 If during any License year the Suite shall be destroyed or damaged so as to become unusable and the City elects to restore the Suite or to repair the damage, this Agreement shall remain in full force and effect and the City shall refund to the Suite Holder the portion of the License Fee which is equivalent to the portion of License Year that the Suite is unusable, provided however that no portion of the License Fee shall be refunded to the Suite Holder if the destruction

or damage was caused by the Suite Holder or any Suite Holder Guest. If the City does not elect to restore or repair the Suite, this Agreement shall then terminate and the City shall, unless a reasonably comparable Suite is made available, refund to the Suite Holder the portion of the Fee which is equivalent to the remaining portion of the License Year, after deducting any amounts owed by the Suite Holder to the City.

12. INSURANCE

- 12.01 The Suite Holder, at the expense of the Suite Holder, must maintain and keep in effect with an insurance company acceptable to the City, the insurance hereinafter specified and shall provide the City with a certificate of insurance at least ten days prior to September 1st, 2006 and keep current. The Suite Holder shall insure the Suite Holder's personal property in the Suite and carry Comprehensive General Liability Insurance including personal injury liability, property damage and contractual liability coverage with respect to the Suite and the Suite Holder's occupation and use thereof, with a minimum limit of at least \$2,000,000.00 (Two Million Dollars) inclusive per occurrence. The terms of the insurance coverage shall
- a) Provide that the insurance coverage is only cancellable or subject to material change after 30 days written notice to the City;
 - b) Provide that the insurance coverage shall remain in full force and effect notwithstanding that the insured has waived the right of action against any party prior to the occurrence of a loss.
 - c) Name the City as an additional insured.

13. ASSIGNMENT AND SUB-LICENSING

- 13.01 Subject to 4.08, the Suite Holder shall not assign this Agreement, or any of the Suite Holder's rights hereunder, including without limitation the Suite Holder's right to use the Suite during an Event without the consent of the City, such consent not to be unreasonably withheld.
- 13.02 The Suite Holder is prohibited from advertising an offer to sub-license the Suite.
- 13.03 The sale or assignment of the use of the Suite to a third party for one or more Events, which practice is commonly known as "scalping", for money, goods, services or any other consideration is strictly prohibited except as provided by section 4.08 and shall constitute a breach of this Agreement giving the City the right to terminate this Agreement pursuant to section 10.01.
- 13.04 The City shall be entitled to pledge or assign or grant a security interest in its rights in the Suite and under this Agreement including any revenues or other benefits receivable by the City hereunder, to any person, without the consent of the Suite Holder.

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14. **REGISTRATION OF LICENSE AGREEMENT**

- 14.01 The Suite Holder shall not register this Agreement or any notice relating to this Agreement on the title to the lands on which the Centre is constructed.

15. **NOTICES**

- 15.01 Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally or may be served by registered mail and, in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Until and unless changed by notice in writing served as herein provided, the address for notice to the Suite Holder shall be the address specified in Schedule "A" and the address for notice to the City shall be The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1.

16. **GOVERNING LAW**

- 16.01 This Agreement has been executed in and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

17. **COMPLIANCE WITH LAWS**

- 17.01 The Suite Holder shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the Suite or in the exercise in any manner of the rights arising under this Agreement.

18. **SEVERABILITY**

- 18.01 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. **TIME**

- 19.01 Time shall, in every respect, be of the essence of this Agreement.

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20. **MISCELLANEOUS**

- 20.01 The personal information collected with regard to the purchase of Soo Greyhound Tickets and the Private Suite Holder Agreement is collected by the City of Sault Ste. Marie and the Soo Greyhounds Hockey Club to administer your account and for related marketing and sales purposes.
- 20.02 Anything which, in this Agreement, is made conditional upon the prior consent of the City, written or otherwise, shall not be undertaken until that consent is first had and received, and the City may grant or withhold such consent arbitrarily unless otherwise stated.
- 20.03 Anything which, in this Agreement, is to be determined or set by the City shall be determined or set by the City, as the case may be, at the City's sole discretion.

21. **ENTIRE AGREEMENT**

- 21.01 This Agreement contains all of the agreements of the City and the Suite Holder with respect to the subject matter hereof and no amendment or modification to this Agreement, including verbal agreements with employees or officers of the City, shall be effective unless same shall be evidenced in writing and executed by both the City and the Suite Holder.
- 21.02 The Suite Holder agrees to be bound by and to comply with the Rules, as amended, added to or deleted from time to time by the City, and hereby takes notice of paragraph 23 of the Rules which entitles the City to delete, add to or amend any or all of the Rules at its sole discretion.

22. **AGREEMENT BINDING**

- 22.01 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns. In the event the Suite Holder is a corporation, partnership or other legal entity other than a natural person, then the person signing on behalf of such entity warrants to the City that for and on behalf of such entity and as its act and deed, he/she executed this Agreement after first having been duly authorized by such entity to do so.

Continued on next page

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IN WITNESS WHEREOF, the City and the Suite Holder have caused this Agreement to be executed by their duly authorized representatives as of the last date.

| | | |
|---|---|--|
| Name of Entity to be Licensee: |) | NAME OF SUITE HOLDER |
| |) | |
| |) | |
| Witness: |) | Signature of Suite Holder Representative |
| |) | |
| |) | |
| |) | THE CORPORATION OF THE CITY OF SAULT STE. MARIE |
| |) | Per |
| |) | |
| I have the authority to bind the Corporation |) | Norm Fera |
| |) | Manager, Community Centres |

DH \Agreements – Steelback Centre\Naming Rights\Private Suite Holder Agreement 2007

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SCHEDULE "A"

SUITE ALLOCATION AND FEE

Suite Number : _____

Original Term (Years) : Ten (10) years

License Fee (Year 1 of Term): _____

Suite Holder: _____

**Address for
Notice :**

10(e)

SCHEDULE "B"

FIXTURES, FURNISHINGS AND EQUIPMENT

STANDARD FEATURES

- Wet bar servery / buffet-style millwork
- Suite beverage fridge
- Paint on walls
- Outlets including electrical, telephone, fax and cable T.V.
- Carpeting
- Upholstered stadium seats, upholstered bar stools
- Coat closet
- Full design and construction of above standard features

The above finishes, furnishings and equipment shall remain the property of the City upon the termination of this Agreement (for whatever reason) or expiration of the Original Term.

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SCHEDULE "C"
RULES AND REGULATIONS

1. The Suite Holder may, supply and furnish the interior of the Suite with articles of appointment, such as chairs, sofa, tables, televisions, pictures, plants or insignia/logos, reasonable in size and in accordance with professional and commercial standards, with the prior written consent of the City. Any such articles of appointment shall be supplied and furnished and other minor additions or alterations to the Suite shall be made at the Suite Holder's expense and shall be free of any liens or encumbrances, in a good workmanlike manner, and in compliance with all applicable permits, authorization, building and zoning laws, ordinance, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any furniture, fixtures and equipment or materials incorporated in or attached to the Suite by the Suite Holder shall become the property of the City unless the Suite Holder shall have obtained the written approval of the City to remove same prior to the expiration of the Original Term, and, if so removed, the Suite Holder, at the Suite Holder's expense, shall repair and restore the Suite to its condition as of the commencement of this license.
2. The Suite Holder shall not sell any food or alcoholic beverages whatsoever in the Suite. Any alcoholic beverages or food consumed in the Suite shall be obtained from the Centre, or a concessionaire designated by the City. The Suite Holder shall pay all bills in accordance with the City's payment policy for food, beverages and services furnished, sold or rendered to the Suite Holder or any Suite Holder Guest in connection with the use of the Suite. The City shall monitor all food and beverage menus and will ensure that fair and equitable pricing that is similar to a quality hotel in the Sault Ste. Marie area is being practiced.
3. The Suite has been declared a smoke-free facility by the City. As such, smoking is not permitted in the Suite by any occupant of the Suite.
4. The Suite Holder and any Suite Holder Guest shall at all times maintain proper decorum while using the Suite and shall not attach, hang or display any signs, banners, advertisements or notices in or around the Suite without the prior written consent of the City. Notwithstanding such consent, the Suite Holder shall remove forthwith any such signs, banners, advertisements or notices at the request of the City.
5. Certain Events may prohibit the use of movie cameras or video tape or audio recording equipment. The City and its employees and agents reserve the right to restrict the use of such equipment.
6. The Suite Holder and any Suite Holder Guest shall, while in the Suite or within the Centre or on its grounds, comply with all federal, provincial and local laws, rules and regulations governing the sale, possession and consumption of alcoholic beverages. The Suite Holder, whether present or not within the Suite, the Centre or on its ground, shall be responsible for controlling any Suite Holder Guest in this regard.
7. At the expiration of the term of this Agreement, the Suite Holder shall return the Suite to the City, clean and without damage, reasonable wear and tear excepted. Any damages shall be reported immediately to the City.

8. The public sale by the Suite Holder of any Suite tickets or Event passes issued or sold to the Suite Holder pursuant to this Agreement is strictly prohibited.
9. The Suite Holder may not offer use of the Suite in connection with a public promotional plan without the prior written consent of the City and such requests will not be unreasonably withheld.
10. The City may from time to time adopt appropriate systems and procedures for the security or safety of the Centre, any persons occupying, using or entering the Centre or any equipment, furnishings or contents thereof, and the Suite Holder shall comply with the City's reasonable requirements relating thereto.
11. Upon presentation of a Suite ticket or an Event pass for the Suite by the Suite Holder or a Suite Holder Guest, the Suite Holder or the Suite Holder Guest, as the case may be, shall be entitled access to and usage of the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half hour (0.5) past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite shall not be used for overnight accommodation or residential or office purposes.
12. At the end of the Original Term or upon earlier termination of this Agreement pursuant to the terms hereof, the Suite Holder shall promptly return to the City all keys, access devices, parking passes, Suite passes, Play-off Passes, and Event Passes or any other such items issued to the Suite Holder pursuant to the Agreement.
13. The City and its employees and agents shall have the continued right to enter the Suite at any and all times for:
 - a) The performance of the duties required to be performed by the City under this Agreement and for any and all purposes related to this Agreement;
 - b) To investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws and regulations; and
 - c) Generally, to inspect the Suite and its condition.
14. Repairs, maintenance, alterations or improvements to the Suite may only be conducted by the City. The Suite Holder may request such work to be done and, if approved by the City, the City will carry out such work in a manner which will not interfere with the use and enjoyment of other Suites within the Centre. Cost for such work shall be negotiated.
15. The Suite Holder shall obtain the City's prior written consent before moving furniture and equipment into or out of the Suite and shall ensure that such furniture and equipment being moved into or out of the Suite is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the City and the Suite Holder shall bring to the City's attention any damage to the Centre caused thereby. Should the Suite Holder not report such damage, the City will perform such repairs at its option and at the expense of the Suite Holder.

16. The Suite Holder and any Suite Holder Guest shall place all refuse and garbage in proper receptacles and shall keep all corridors, stairwells, ducts and shafts in and around the Suite free of all garbage and refuse.
17. The Suite Holder and any Suite Holder Guest shall conduct themselves in a manner which is in accordance with all laws and City by-laws and in addition ensuring the "holder and guests" do not impair the use and enjoyment of the Centre by others or the operations of the Centre.
18. Housekeeping services shall be provided by the City following each Event, provided however that such housekeeping services shall not include the steam cleaning of the carpets in the Suites. The City may provide additional housekeeping services, including carpet cleaning at its sole discretion, at the request of the Suite Holder. If it is deemed that some extra housekeeping is required, an additional housekeeping charge shall be added to the Suite Holder's bill.
19. The maximum capacity of each Suite shall be 10 people respectively and is subject to change based on fire code and other applicable by-laws and governmental regulations.
20. The Suite shall not be used for overnight accommodation or residential purposes.
21. The Suite Holder shall give prompt notice to the City of any accident or any defect in the utility services provided to the Suite.
22. No flammable, dangerous or explosive material shall be kept in the Suite.
23. The City shall have the right to delete, add to or amend any or all of the Rules as the City deems desirable at its sole discretion for the safety, care and cleanliness of the Centre and the preservation of good order within the Centre and same shall be kept and observed by the Suite Holder Guest. The City may from time to time waive any of the Rules as applied to the Suite Holder, subject to 21.01. The City is not liable to the Suite Holder for any breach of the Rules by other Suite Holders.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-115

LICENSING: (L.3.1.) - A by-law prohibit vendors from locating near the grounds of Rotaryfest 2007.

The Council of the Corporation of the City of Sault Ste. Marie pursuant to the provisions of the Municipal Act ENACTS as follows:

1. VENDORS PROHIBITED

Despite the provisions of By-laws 3306 and 84-195, during July 19th, 20th and 21, 2007 vendors licensed under those by-laws shall not locate on:

- (i) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
- (ii) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
- (iii) On the south side of Bay Street between Brock and East Streets, including the sidewalk;
- (iv) Lower East Street south of Bay Street.

2. EFFECTIVE DATE

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

READ THREE TIMES and PASSED in Open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CLERK - MALCOLM WHITE

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

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-117

PROPERTY SALE (P.4.6.382) to authorize the sale of landlocked property on People's Road to abutting owners on St. Patrick St.

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

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A"

3. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE "A"

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

6. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 11th day of June, 2007

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE

10(g)

SCHEDULE "A"

PURCHASERS:

Mr. Ed. Sowka
243 St. Patrick Street

Mr. Andy. Zambusi
239 St. Patrick Street

CONSIDERATION: \$2,500.00



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-106

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Queen Street East from East Street to Brock Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST FROM EAST STREET TO BROCK STREET**

Council hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Brock Street between the hours of 3:00 p.m. and 11:00 p.m. on August 10th, 2007, 10:00 a.m. to 11:00 p.m. on August 11th, 2007 and 10:00 a.m. to 7:00 p.m. on August 12th, 2007 to facilitate the 2007 Buskerfest, a fund raiser for the Sault Youth Council.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK –
MALCOLM WHITE

NOTICE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-107

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Doncaster Road to permit a street gathering.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF DONCASTER ROAD FROM 85 NICHOL AVENUE TO 403 DONCASTER ROAD

Council hereby authorizes the closing to vehicular traffic of Doncaster Road from 85 Nichol Avenue to 403 Doncaster between the hours of 12 noon and 12 midnight on August 11, 2007 to facilitate a neighborhood street gathering.

2. EFFECTIVE DATE

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

READ THREE TIMES and PASSED in Open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK –
MALCOLM WHITE

NOTICE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-111

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary closure of Base Line between Carpin Beach Road to Airport Road to allow for repairs to Municipal Bridges 14, 15 and 16.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF BASE LINE**
Council hereby authorizes the closing to vehicular traffic of Base Line from Carpin Beach Road to Airport Road between June 12th to August 31, 2007 for repairs to Municipal Bridges 14, 15 and 16.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in Open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK –
MALCOLM WHITE

NOTICE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-116

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of various streets to facilitate Rotaryfest 2007 on July 21, 2007

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF VARIOUS STREETS

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the following streets to facilitate the Rotaryfest 2007:

- (a) Russ Ramsay Way south of the entrance into the Senior Drop-In Centre parking lot; Foster Drive, east of the Civic Centre south parking lot on July 21, 2007 from 7:00 a.m. to 5:30 p.m.
- (b) Queen Street East from Simpson Street to Gore Street on July 21, 2007 from 11:00 a.m. to 1:00 p.m.
- (c) Simpson Street from Wellington Street to Queen Street East on July 21, 2007 from 10:00 a.m. to 12:00 noon.
- (d) Queen Street East from Churchill Boulevard to Simpson Street on July 21, 2007 from 9:00 a.m. to approximately 12:00 noon.

2. EFFECTIVE DATE

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

READ THREE TIMES and PASSED in Open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK –
MALCOLM WHITE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-105

ZONING: being a by-law to amend By-law 2005-150.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto, ENACTS as follows:

BY-law 2005-150 is amended as follows:

1. PERMITTED USES DEFINED SECTION AMENDED

Section 1 of By-law 2005-150 (hereinafter referred to as "the by-law") is amended by adding the following:

"Section 1.1.A - Accessory Use: Freight Containers

These units are generally associated with the overseas shipping industry. Constructed of metal, the storage containers are used in a manner similar to an accessory building. In the industry these units are commonly referred to as C-Can buildings. Accessory use freight containers may not be used to accommodate work areas, shops, office uses or retail sales.

Regulations for Accessory Use: Freight Containers

| <i>Yard Where Permitted</i> | <i>Rear Yard</i> |
|--|------------------|
| Minimum Distance from Any Building | 4.5m |
| Maximum Number of Accessory Use Trailers or Freight Containers per Lot | 3 |
| Minimum Distance from Any Lot Line | 9m" |

2 PERMITTED ZONES FOR ACCESSORY USE FREIGHT CONTAINERS

Section 14.2 - Medium Industrial Zone Amended

Section 14.2.1 of the by-law is amended by adding Accessory Use Freight Containers in the appropriate alphabetical order in the list of Permitted Uses in that Section.

Section 14.3 – Heavy Industrial Zone Amended

Section 14.3.1 of the by-law is amended by adding Accessory Use Freight Containers in the appropriate alphabetical order in the list of Permitted Uses in that Section.

3. ACCESSORY USE: STORAGE TRAILERS AMENDED

Sections 1.1.3 and 1.1.4 of the by-law are repealed and replaced with the following:

"1.1.3 Accessory Use: Storage Trailers

The trailer portion of a tractor-trailer unit, a transport truck or a box or storage area of a van or utility vehicle that is used in a manner similar to an accessory

building. Accessory use storage trailers may not be used to accommodate work areas, shops, office uses or retail sales.

1.1.4 – Regulations for Accessory Use Storage Trailers

| <i>Yard Where Permitted</i> | <i>Rear Yard</i> |
|--|------------------|
| Minimum Distance from Any Building | 4.5 m |
| Maximum Number of Accessory Use Trailers or Freight Containers per Lot | 3 |
| Minimum Distance from Any Lot Line | 9m" |

4. SECTION 1.76 – REPAIR AND MAINTENANCE SERVICES AMENDED

Section 1.44 Amended

- (1) Section 1.44 of the by-law is amended by adding as an Exclusion in the "Repair and Maintenance Services" paragraph the following:

"Exclusion: The painting and varnishing of any furniture and upholstery repair maintenance."

- (2) Section 1.76 of the by-law is amended by adding the following as an example of a permitted similar use:

"Furniture and Upholstery Repair and Maintenance"

5. SECTION 2.25 – LOT FRONTAGE REDEFINED

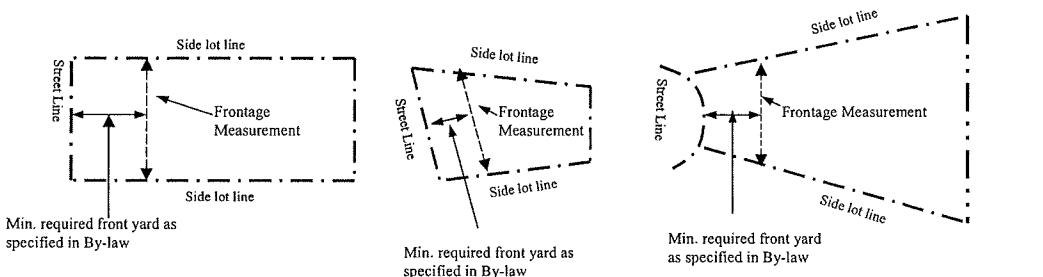
Section 2.25 of the by-law is repealed and replaced with the following:

"Lot Frontage

The horizontal distance between the side lot lines of a lot, such distance being measured:

- a. Unless otherwise noted in this Section, along a line between the side lot lines and parallel to the front lot line, measured from a distance equal to the required front yard of the zone in which the lot is situated.

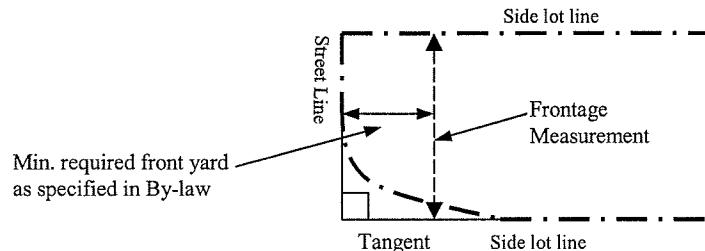
Measuring Frontage on Standard, Pie Shaped, and Irregular Lots



NOTE: Illustration Only.

- b. On a corner lot, where the side lot lines are not parallel, a tangent shall be drawn along the front lot line and the exterior side lot line extended to a point. Frontage shall be measured along a line parallel to the front lot line, between the side lot lines or projections thereof, measured from a distance equal to the required front yard of the zone in which the lot is situated.

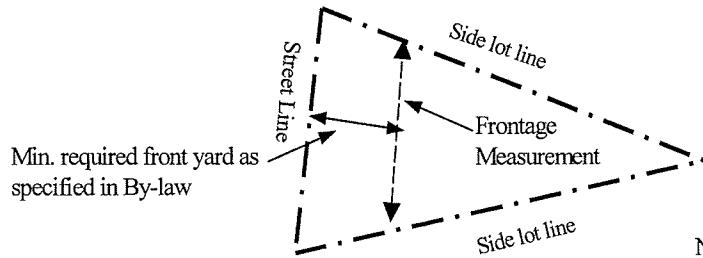
Measuring Frontage on Corner Lots



NOTE: Illustration Only.

- c. Where a lot does not have a rear lot line, lot frontage shall be measured along a line parallel to the front lot line, between the side lot lines, measured from a distance equal to the required front yard of the zone in which the lot is situated.

Measuring Frontage on Lots Without a Rear Lot Line



NOTE: Illustration Only.

6. SECTION 3.5.9.1.1 – YARD CALCULATION

Section 3.5.9.1.1 of the by-law is repealed and replaced with the following:

"Where a zone boundary bisects a lot, buildings may be located upon the zone boundary provided however if there is a residential zone abutting a non-residential zone, the required setbacks shall be calculated from the zone boundary."

7. SECTION 4.5.1, 8.5.1 & 14.3.1 AMENDED

- (1) Section 4.5.1 of the by-law is amended by deleting the words "generation and".
- (2) Section 4.5.1 – Buildings or Utilities and Public Services

Section 4.5.1 of the by-law is further amended by deleting the second sentence and replacing it with the following:

"Structures associated with such uses are exempt from the yard regulations of the zone in which they are located but buildings associated with such uses must conform to the standards for the zone in which they are located in this by-law."

(3) Additional Permitted Use – M3 Zone

Section 14.3.1 of the by-law is amended by adding as an additional permitted use the "generation of electricity" in the appropriate alphabetical order in the list of Permitted Uses.

(4) Additional Permitted Use – RA Zone

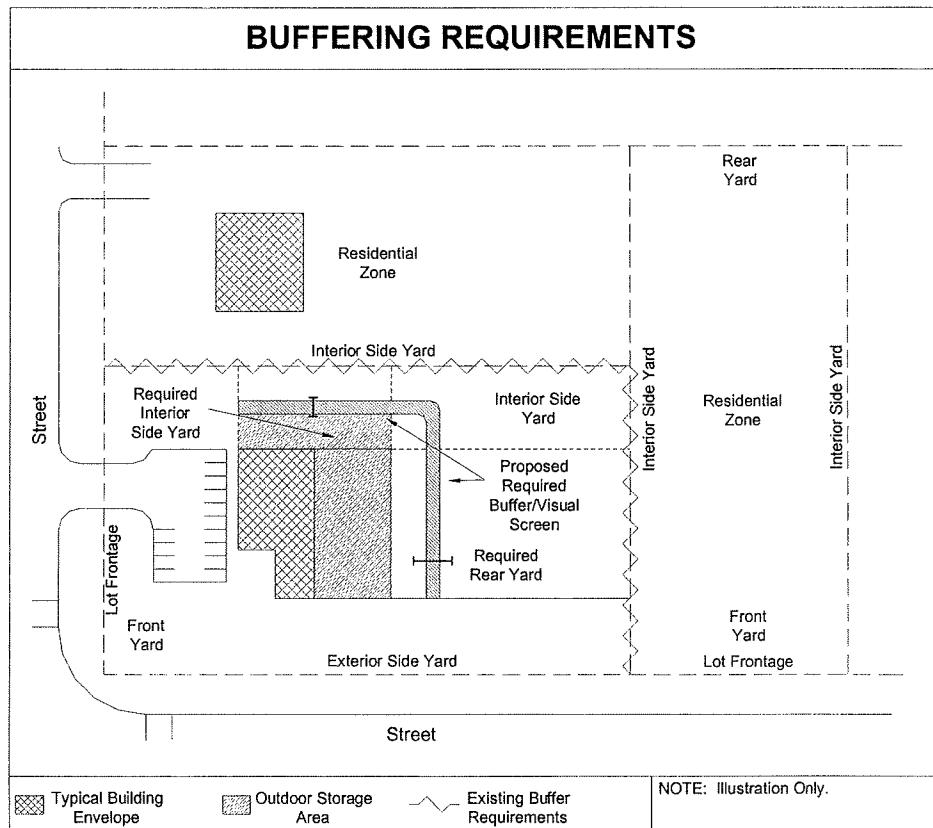
Section 8.5.1 of the by-law is amended by adding as an additional permitted use "wind farm for the purpose of generating electricity" in the appropriate alphabetical order in the list of Permitted Uses.

8. SECTION 4.9.A. – ADDITIONAL BUFFER PROVISIONS

The by-law is further amended by adding the following:

"4.9.A – Additional Buffer Provisions

1. In addition to the provisions in Section 4.9, the buffer may consist of a berm with a minimum height of 1.8m.
2. A buffer required in Section 4.9 or 4.9.A (1) may be set back from the common lot line between a non-residential zone and a residential zone as long as no part of the non-residential use occurs on those lands between the buffer and the common lot line with the residential zone."



9. SECTION 4.13 - FRONT AND EXTERIOR SIDE YARD SETBACKS IN BUILT UP AREAS

- (1) Section 4 of the by-law is amended by adding the following:

"4.13.8 Front and Exterior Side Yard Setbacks in Built Up Areas

For the purposes of establishing the required front and exterior side yards, in built up areas the average distance from the street line to the main wall of the nearest building on each side of the lot is deemed to be the required yard.

4.13.9 - Determining the Front and Exterior Side Yard Setbacks on Irregularly Shaped Corner Lots

On a corner lot, where the front and exterior side lot lines are not parallel:

- (1) the required front yard shall be determined by drawing a line, perpendicular to the interior side lot line, back from the front lot line a distance equal to the minimum required front yard of the zone in which the lot is situated.
- (2) The exterior side yard shall be determined by extending a line from the rear lot line, to the determined required front yard setback line. Such line shall be parallel to the exterior side lot line and a distance from the exterior side lot line equal to the minimum required exterior side yard of the zone in which the lot is situated."

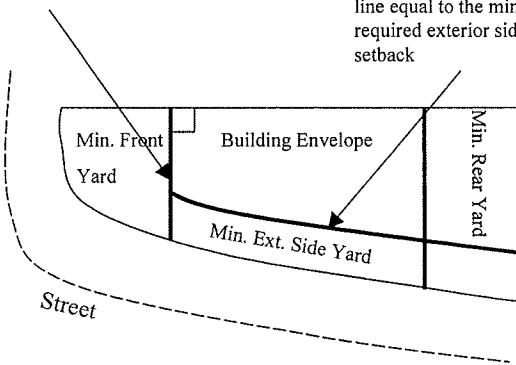
Determining the Front and Exterior Side Yard Setbacks on Irregularly Shaped Corner Lots

Front Yard Build- To Line:

Drawn perpendicular to interior side lot line, a distance from the front lot line equal to the minimum required front yard setback.

Exterior. Side Yard Build- To Line:

Drawn parallel to Exterior. Side Lot line, a distance from the front lot line equal to the minimum required exterior side yard setback



- (2) Repeal of Provisions Regarding Front and Exterior Side Yard Setbacks in Built Up Areas

Sections 9.4.1, 13.1.3.1 and 13.3.3.1 of the by-law are repealed.

10. ACCESSORY USE AND COMMERCIAL – SOLAR POWER INSTALLATIONS

- (1) Section 4.5 of the by-law is amended by adding the following:

" 4.5.4 – Accessory Use Solar Power Installations

Systems designed to capture the sun's energy and convert it to electricity which are clearly secondary and subordinate in nature to the main use on the property which may be tied into the electrical grid, are permitted in all zones. Any such installations not connected to a building or an accessory building shall adhere to the same setbacks and height restrictions for buildings or accessory buildings as outlined in the zone in which the

installation is situated. Accessory use solar power installations connected to a building or an accessory building are exempt from maximum height restrictions."

(2) Commercial Solar Power Installations Defined

Section 1 of the by-law is amended by adding thereto the following:

"1.20A – Commercial Solar Power Installations

Systems designed to capture the sun's energy for the main purpose of selling power back to the electrical grid. Such installations shall adhere to the same setbacks for the main buildings of the zone in which the installation is situated. These installations are exempt from all maximum height restrictions.

(3) Commercial Solar Power Installations – Added as Permitted Use

Sections 8.5.1 (Rural Area Zone), 8.6.1 (Airport Zone – Entire Zone & Blocks), 14.1.1 (Light Industrial Zone), 14.2.1 (Medium Industrial Zone) and 14.3.1 (Heavy Industrial Zone) are amended by adding as a permitted use in those zones "commercial solar power installations" in the appropriate alphabetical order in the list of Permitted Uses in those zones.

11. AMENDMENTS TO PARKING

(1) Section 5.3.5 of the by-law is amended by deleting the words "the Downtown and Traditional Commercial Zones" and replacing them with the words "all Commercial and Industrial Zones".

(2) Section 5.3.5 of the by-law is further amended by adding the following:

E. Where an Industrial Zoned lot provides parking to benefit a Commercially zoned lot, such parking must conform to the regulations regarding surface treatment.

F. Where such parking is provided outside the Downtown Zone or Traditional Commercial Zone, the benefiting lot and the lot on which the parking is provided must abut."

(3) Barrier Free Parking – Paving Requirement

The by-law is amended by adding the following section:

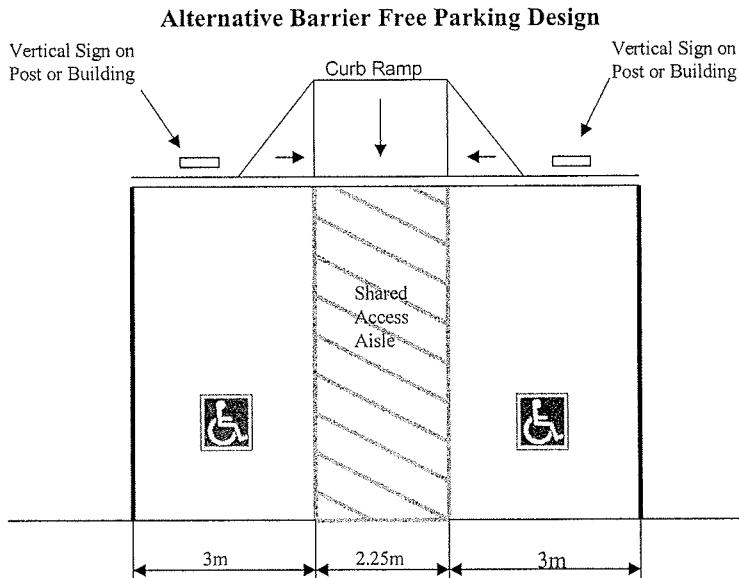
"5.2.2.1.A – Barrier Free Parking – Paving Requirement

Despite the provisions of Section 5.2.2.1, barrier free parking spaces located in the Parks and Recreation Zone, Industrial Zones, the Rural Area Zone or servicing places of worship, shall be constructed in accordance with the provisions of Section 5.2.2 regarding surface treatment.

(4) Dimensions for Barrier Free Parking Spaces

Section 5.5 of the by-law is amended by adding the following sentence to that section:

"As an alternative to the previously stated dimensions, an alternative design may consist of two three metre wide barrier free spaces with a 2.25 metre shared aisleway down the middle."



(5) Various Uses – Minimum Parking Requirements

The required parking in Section 5.7 of the by-law for motor vehicles, sales and parts dealers and bed and breakfast uses are repealed and replaced with the following:

| | |
|---------------------------------------|--|
| Bed and Breakfast | One space per guest room plus the required parking for the residence such required parking spaces may be stacked in accordance with the provisions of this by-law. |
| Motor Vehicle Sales and Parts Dealers | 3.5 spaces per 100m ² for the first 1,000m ² and thereafter one space for 200m ² |

(6) Parking Requirements are established for the uses set out below:

| | |
|---|--|
| Furniture Store | 3.5 spaces/100m ² for the first 1,000m ² plus 1/200m ² thereafter |
| Take Out Eating Establishments (Stand Alone) Required Parking for Take Out Eating Establishments in the Downtown | 4.5 spaces/100m ² 3.5 spaces/100m ² |

12. SWIMMING POOLS AND HOT TUBS IN RESIDENTIAL ZONES

Section 9.1.7.E of the by-law is repealed and replaced with the following:

"The inner wall of swimming pool and hot tub shall be setback a minimum of 1.5m from any lot line and a swimming pool and hot tub may only be located within a rear yard."

13. **AMENDMENTS TO ESTATE RESIDENTIAL (R1 ZONE)**

(1) **Chart Under Section 9.5.2 Amended**

Columns 2 and 3 across from "interior side yard" in the chart under Section 9.5.2 of the by-law are repealed and replaced with the following:

"3.5 metres 3.5 metres

6 metres 6 metres"

(2) **Subsections Repealed**

Subsections 9.5.3.2 and 9.5.3.3 of the by-law are repealed.

14. **MAP 1-90 TO BY-LAW 2005-150 AMENDED**

The map identified as Map 1-90 on Schedule "A" to By-law 2005-150 is repealed and replaced with the map attached as Schedule "A" to this by-law which will become Map 1-90 in Schedule "A" to By-law 2005-150.

15. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 11th day of June, 2007.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE

10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-114

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer and private drain connection and Class "A" Pavement on Pilgrim Street from Herrick Street to Towers Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be born by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this day of , 2007

MAYOR -JOHN ROWSWELL

CITY CLERK- DONNA P. IRVING

FIRST reading: June 11th, 2007

SECOND reading: June 11th, 2007

THIRD reading:

NOTICE

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CITY SOLICITOR

**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3**

SCHEDULE "A"

BY-LAW 2007-114

| JOB NUMBER | STREET | FROM | TO | LENGTH | SIZE | #OF P.D.C. | ASSESSABLE FRONTAGE | ESTIMATED COST |
|-----------------------|----------------|----------------|---------------|---------------|-------------|-----------------------|--------------------------------|---------------------------|
| A-2007-5-06 | Pilgrim Street | Herrick Street | Towers Street | 85m | 250mm | 10 | 136.458m | \$26,250.00 |

CR/al
2007 06 11

10(m)
(w)

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2007-114

| <u>JOB NUMBER</u> | <u>STREET</u> | <u>FROM</u> | <u>TO</u> | <u>LENGTH</u> | <u>WIDTH</u> | <u>#OF P.D.C.</u> | <u>ASSESSABLE FRONTAGE</u> | <u>ESTIMATED COST</u> |
|-----------------------|----------------|---------------|----------------|---------------|--------------|-----------------------|--------------------------------|---------------------------|
| A-2007-7-06 | Pilgrim Street | Towers Street | Herrick Street | 85m | 10.0m | 10 | 136.458m | \$187,000.00 |

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2007 06 11

10(m)