

AGENDA

REGULAR MEETING OF CITY COUNCIL

2007 03 26

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

Resolved that the Minutes of the Special Meeting for Agency Presentations of 2007 03 08 and the Regular Council Meeting of 2007 03 12 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco

Resolved that the Agenda for the 2007 03 26 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Denise Liddard, Volunteer with local Parkinson Society Support Group will be in attendance concerning Proclamation - Parkinson's Disease Awareness Month.
- (b) Six local Canadian Forces members recently returned from Afghanistan will be in attendance to receive a recognition plaque from the City.
- (c) Dr. Celia Ross, President and Deborah Loosemore, Director of Advancement and External Relations, Algoma University College will be in attendance concerning agenda item 6.(8)(a).
- (d) Peter Vaudry on behalf of the Sault Ste. Marie Physician Recruitment and Retention Committee will be in attendance concerning agenda item 6.(8)(b).
- (e) Tom Vair, Executive Director Sault Ste. Marie Innovation Centre will be in attendance concerning an update on Innovation Centre activities and 2007 Budget.

4. (f) Brian Curran, President and C.E.O. PUC Services Inc. will be in attendance concerning agenda item 6.(8)(c).
- (g) Linda Savory-Gordon on behalf of the Coalition for Algoma Passenger Trains will be in attendance concerning agenda item 7.(a).
- (h) Ken McBride and Randy Gaetano will be in attendance concerning the proposed expansion at Collegiate Heights Retirement Residence.
- (i) Britta Allen representing the Korah Youth Environment Group and Susan Milne on behalf of the Communities in Bloom Committee will be in attendance concerning agenda item 6.(7)(c).

PART ONE – CONSENT AGENDA

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

Mover - Councillor P. Mick
Seconder - Councillor L. Tridico

Resolved that all the items listed under date 2007 03 26 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO, correspondence from the Ontario Forestry Coalition concerning Proposed Species at Risk Legislation and a news release from the governments of Ontario and Canada concerning the Great Lakes Basin Ecosystem is attached for the information of Council.
- (b) A copy of the Outstanding Council Resolutions List dated 2007 03 12 is attached for the information of Council.
- (c) A request for a temporary street closing for a parade on Elgin and Queen Streets in conjunction with the Ontario Group Air Force Convention being held May 20, 2007 is attached for the consideration of Council. The relevant By-law 2007-49 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (d) A request for a Special Occasion Permit for an event at a municipal facility is attached for the consideration of Council.

5. (d) Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated dates and times be endorsed by City Council:
Roberta Bondar Pavilion
Champagne Wedding
May 12, 2007 from 7:00 p.m. to 1:00 a.m.

(e) **Council Travel**

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

Resolved that Mayor John Rowswell be authorized to travel to Calgary, Alberta in May 2007 to attend the Federation of Canadian Municipalities (FCM) Conference and a possible meeting with Canadian Pacific at an estimated cost of \$3,500.00.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

Resolved that Councillor Lou Turco be authorized to travel to (1) an AMO Board Meeting being held in Toronto (3 days in March) at a cost of \$300.00 to the City; and (2) an AMO Executive MOU Meeting being held in Toronto (one day in April) at a cost of \$300.00 to the City.

(f) **Staff Travel Requests**

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

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 03 26 be approved as requested.

(g) **Tender for Trees and Shrubs**

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

Mover - Councillor P. Mick
Seconder - Councillor L. Tridico

Resolved that the report of the Manager of Purchasing dated 2007 03 26 be endorsed and that the tender for the supply and delivery of Trees and Shrubs required by the Parks Division of the Public Works and Transportation Department be awarded as recommended.

5. (h) **Tender for Athletic Field Marking Paint**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor P. Mick
Seconder - Councillor L. Turco
- Resolved that the report of the Manager of Purchasing dated 2007 03 26 be endorsed and that the tender for the supply and delivery of Athletic Field Marking Paint, required by the Parks Division of the Public Works and Transportation Department be awarded as recommended.
- (i) **Tender for Transit Operators' Uniform Clothing**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
- Resolved that the report of the Manager of Purchasing dated 2007 03 26 be endorsed and that the tender for the supply and delivery of Transit Operators' Uniform Clothing required by the Transit Division of the Public Works and Transportation Department be awarded as recommended.
- (j) **Property Tax Appeals**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Seconder - Councillor L. Turco
- 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 03 26 be approved and the tax records be amended accordingly.
- (k) **Vacant Unit Tax Rebate Program - Commercial and Industrial Properties**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
- 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 03 26 be approved and the tax records be amended accordingly.
- (l) **2007 Tax Apportionments**
A report of the City Tax Collector is attached for the consideration of Council.

5. (l) Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that pursuant to Section 356 of the Municipal Act that the apportionment for the tax account(s) outlined on the attached list, certified by the City Tax Collector be approved to amend the Tax Roll in accordance with the report.
- (m) **2006 Honoraria and Expenses - Mayor and Council and Board and Commission Members**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 03 26 concerning 2006 Honoraria and Expenses (Mayor, Council, Board and Commission Members) be accepted as information.
- (n) **2007 Budget - Public Input Meeting**
A report of the Manager of Budgets and Revenue is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco
Resolved that the report of the Manager of Budgets and Revenue dated 2007 03 26 concerning 2007 Budget - Public Input Meeting be accepted as information.
- (o) **Landfill Scale, Recycling and Hazardous Material Software Replacement**
A report of the Manager of Information Technology is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
Resolved that the report of the Manager Information Technology dated 2007 03 19 concerning Landfill Scale, Recycling and Hazardous Material Software Replacement be accepted and the recommendation that Council authorize the purchase of the Trux 'weigh-IT' software solution at an estimated cost of \$20,000.00 with funds to come from the Waste Disposal Site Reserve be approved.
- (p) **Immigration Portal, Contracts With Ministry of Citizenship and Immigration**
A report of the Manager of Information Technology is attached for the consideration of Council. The relevant By-law 2007-55 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (q) **Funding Agreement With the Province for Meetings on Celebrating the War of 1812 Bicentennial**
A report of the Commissioner of Community Services is attached for the consideration of Council. The relevant By-law 2007-54 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (r) **2007 Cultural Financial Assistance Grants**
A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the report of the Commissioner of Community Services dated 2007 03 26 concerning 2007 Cultural Financial Assistance Grants be accepted and the recommendation that Council approve the recommendation of the Cultural Advisory Board for the 2007 Cultural Financial Assistance Grants as outlined in the report be approved.
- (s) **East End Wastewater Treatment Plant Substantial Completion**
A report of the Director of Engineering Services is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the Director of Engineering Services dated 2007 03 26 concerning East End Wastewater Treatment Plant Substantial Completion be accepted and the recommendation that Council endorse the date of March 30, 2007 for substantial completion provided the contractor agrees to construct the cover and stack be approved.
- (t) **Proposed Sale of 1776 Carpin Beach Road - Carpin Beach Gravel Pit**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco
Resolved that the report of the City Solicitor dated 2007 03 26 concerning Proposed Sale of 1776 Carpin Beach Road - Carpin Beach Gravel Pit be accepted as information.
- (u) **Snow Storage on Adjacent Properties**
A report of the Assistant City Solicitor is attached for the consideration of Council.

5. (u) Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
Resolved that the report of the Assistant City Solicitor dated 2007 03 26 concerning Snow Storage on Adjacent Properties be accepted as information.
- (v) **City Renewal of the Continuous Safety Services Agreement With the Electrical Safety Authority**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-44 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (w) **Air Quality Monitoring on City Property - Renewal of 2 Licenses of Occupation**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-53 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (x) **Zoning Application A-23-06-Z - Gerald Odber - 2675 Base Line - to Permit the Parking of 5 Commercial Vehicles in a Rural Area Zone - Resolving Outstanding Building Permit Issues**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-50 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (y) **Sale of 99 and Part of 69 Industrial Court B in the Industrial Park**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-56 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (7) **PUBLIC WORKS AND TRANSPORTATION**
- (a) **Municipalities of Algoma - Use of Household Special Waste Facility**
A report of the Waste Diversion Supervisor is attached for the consideration of Council.

6. (7)
- (a) Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the report of the Waste Diversion Supervisor dated 2007 03 26 concerning Municipalities of Algoma - Use of Household Special Waste Facility be accepted and the recommendation that Council extend the existing agreements with the outlying municipalities for one year at the current price of \$7.00 per permanent household be approved.
- (b) **AMO/AMRC Discussion Paper - Strengthening Extended Producer Responsibilities for Ontario's Blue Box**
A report of the Waste Diversion Supervisor is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the Waste Diversion Supervisor dated 2007 03 26 concerning AMO/AMRC Discussion Paper - Strengthening Extended Producer Responsibilities for Ontario's Blue Box be accepted and the recommendation that Council support the recommendations contained in the AMO/AMRC draft paper titled 'Strengthening Extended Producer Responsibilities for Ontario's Blue Box' dated February 2007 be approved; and
Further that a copy of this resolution be forwarded to AMO.
- Attached is a memo to Council from Councillor Steve Butland concerning excerpts from the Sault Ste. Marie Municipal Landfill Site Development and Operations Report 2005 - 2006.
- Attached is correspondence from Councillor Steve Butland entitled Miscellaneous Waste Diversion Facts.
- (c) **Reduction of Polyethylene Bags in the Waste System**
A report of Councillor Steve Butland and a report of the Waste Diversion Supervisor is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco
Resolved that the report of the Waste Diversion Supervisor dated 2007 03 26 concerning Reduction of Polyethylene Bags in the Waste System be accepted and the recommendation that Council approve the 'Say Yes to Reuse and Recycling' campaign including the purchase of city multiuse bags at an cost of \$10,000.00 with funds to come from the Waste Disposal Site Reserve be approved.

6. (7)
(c) Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
Resolved that Councillor Steve Butland be authorized to investigate the possibility, feasibility of forming a partnership with Grace Canada of Ajax, Ontario with the intent of reducing substantially the amount of polystyrene (styrofoam) being dumped into our landfill site.

6. (8) **BOARDS AND COMMITTEES**

(a) **Algoma University College - The Independence Project**
A report of the Algoma University College is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Turco

Whereas Algoma University College is an important contributor to the economic, social and cultural life of Sault Ste. Marie and the Algoma Region; and

Whereas Algoma University College is preparing a request to the Ontario Government to change its status from an affiliate college of Laurentian University to an independent, degree-granting institution, to be called Algoma University;

Now therefore be it resolved that City Council supports and endorses the request to the Government of Ontario to create Algoma University by granting a provincial university charter to Algoma University College as soon as possible.

(b) **Physician Recruitment Program**

A report of the Physician Recruitment Committee is provided under separate cover. A report of the Manager of Finance and Audits is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico

Resolved that the report of the Physician Recruitment Committee dated March 2007 entitled Sault Ste. Marie Physician Recruitment and Retention Report to Council be accepted as information; and

Further resolved that the report of the Manager of Finance and Audits dated 2007 03 26 concerning Physician Recruitment Program be accepted and the recommendation that the 2007 Physician Recruitment Program be funded from the following sources:

1. unallocated 2006 Casino Revenue Reserve - \$100,899.00
2. contributions from Group Health Centre and Sault Area Hospital - \$301,598.00 for a total of \$643,996.00 with a balance of \$29,743.00 available in the Reserve be approved.

6. (8)
(c) **PUC Inc. - Report to Shareholder**
A report of the President and C.E.O. PUC Services Inc. is provided under separate cover for members of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Turco

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc.

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

- (a) Mover - Councillor J. Caicco
Seconder - 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;
- 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.

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) 2007-44 A by-law to authorize an agreement between the City and The Electrical Safety Authority concerning inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code.
A report from the City Solicitor is on the agenda.
- (b) 2007-53 A by-law to authorize a renewal agreement with the City and the Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Public Infrastructure Renewal concerning air quality monitoring on City property.
A report from the City Solicitor is on the agenda.
- (c) 2007-54 A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism concerning funding toward the development of a draft strategy for the commemoration and celebration of the War of 1812 Bicentennial.
A report from the Commissioner of Community Services is on the agenda.
- (d) 2007-55 A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration for the creation of an immigration portal.
A report from the Manager of the Information Technology Division is on the agenda.

PARKING

- (e) 2007-51 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various properties and to amend Schedule "A" to By-law 90-305.

10. **TEMPORARY STREET CLOSING**
- (f) 2007-49 A by-law to permit the temporary street closing of Elgin Street from the Holiday Inn to Queen Street and the north lane of Queen Street from March Street to Elgin Street on May 20, 2007 from 10:30 a.m. to 11:30 a.m. to facilitate the Ontario Group Air Force Association Parade.
- TRAFFIC**
- (g) 2007-52 A by-law to amend the Text of Traffic By-law 77-200.
Passed by Resolution on March 12, 2007.
- ZONING**
- (h) 2007-50 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2675 Base Line Road. (Odber)
A report from the City Solicitor is on the agenda.
- PROPERTY SALE**
- (i) 2007-56 A by-law to authorize the sale of 99 Industrial Court B and part of 69 Industrial Court B.
A report from the City Solicitor is on the agenda.
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 B. Hayes
Seconder - Councillor L. Turco
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

SPECIAL (COMMITTEE OF THE WHOLE) MEETING OF CITY COUNCIL

2007 03 08

3:00 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowswell (booked vacation), Councillor F. Manzo (illness)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, P. McAuley, S. McLellan, B. Freiburger, J. Luszka, J. Dolcetti, K. Streich-Poser, L. McCoy, N. Apostle, F. Coccimiglio, B. Davies, B. Strapp, M. White

Moved by Councillor P. Mick

Seconded by Councillor L. Tridico

Resolved that City Council now proceed into the Committee of the Whole to consider the following matters referred to it - 2007 Budget and Agency Presentations. CARRIED.

Councillor L. Turco declared a pecuniary interest on any matters concerning Police Service - spouse employed by Police Service.

1. 2007 Budget Overview

Scott McLellan, Manager of Budgets and Revenue provided an overview and power point presentation concerning the 2007 Budget.

2. Staff Departmental Supplementary Requests

Presentations for one-time and/or supplementary requests were made by:

- Donna Irving, City Clerk
- Nick Apostle, Commissioner Community Services
- Jerry Dolcetti, Commissioner of Engineering and Planning
- Bill Freiburger, Commissioner of Finance and Treasurer
- Lynn McCoy, Fire Chief
- John Luszka, Commissioner Human Resources
- Pat McAuley, Commissioner Public Works and Transportation
- Bob Davies, Police Chief
- Kim Streich-Poser, Commissioner Social Services

3.

Outside Agencies/Groups Presentations

Presentations concerning agency projects, priorities and 2007 funding were made by:

- (a) Dr. Allan Northan, Medical Officer of Health; and Jeff Holmes, Business Administrator, Algoma Public Health
- (b) Brian Wilson, President; Michael Burtch, Director, Art Gallery of Algoma; and Gord Mezzomo, Architect
- (c) Bob Webb, General Manager, Canadian Bushplane Heritage Centre
- (d) Michael Marinovich, Steering Committee, Destiny Sault Ste. Marie
- (e) Ann Marie McPhee, Chair, Sault Ste. Marie Accessibility Advisory Committee
- (f) Bruce Strapp, C.E.O., Sault Ste. Marie Economic Development Corporation
- (g) Cindy Ross, Shelter Manager; Heather Frolich, Chair Board of Directors; and Ben Pascuzzi, lawyer for Humane Society, Sault Ste. Marie Humane Society
- (h) Peter Berlingieri, Board Member; and Kim Forbes, Curator, Sault Ste. Marie Museum
- (i) Linda Whalen, General Manager; and Rhonda Bateman, Source Protection Planning, Sault Ste. Marie Region Conservation Authority
- (j) Wilhelm Eisenbichler, Director; and Christopher Rous, Chairperson, Sault Ste. Marie Public Library
- (k) Craig Zimmerman, Upper Lakes Environmental Research Network (ULERN)
- (l) Kevin Hogan, President, Soo Finnish Nordic Ski Club

Moved by Councillor P. Mick

Seconded by Councillor L. Turco

Resolved that the Committee of the Whole Council now rise without reporting on the matters referred to it - 2007 Budget and Agency Presentations.
CARRIED.

Moved by Councillor T. Sheehan
Seconded by Councillor S. Butland
Whereas the City of Sault Ste. Marie contributes millions of dollars in funding to "outside agencies" each year; and
Whereas many governments have agreements in place with "outside agencies" to assure that taxpayers are receiving value for the dollars that are being spent;
Now therefore be it resolved that City Council request that the Finance Committee report back to Council on how the City may incorporate iron clad Accountability Agreements as one of the requirements for providing taxpayer funds to "outside agencies". CARRIED.

4. Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that this Council shall now adjourn. CARRIED.

ACTING MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2007 03 12

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, P. Mick

ABSENT: Councillors T. Sheehan (out of town), F. Manzo (illness)

OFFICIALS: J. Fratesi, D. Irving, P. Tonazzo, L. McCoy, B. Freiburger, L. Bottos, K. Streicher-Poser, S. McLellan, J. Dolcetti, P. McAuley, F. Coccimiglio, M. White

1. ADOPTION OF MINUTES

Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2007 02 26 be approved. CARRIED.

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

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

Moved by Councillor B. Hayes

Seconded by Councillor L. Turco

Resolved that all the items listed under date 2007 03 12 - Part One - Consent Agenda, [save and except 5.(t) OFFICIALLY READ NOT DEALT WITH] be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.

5. (b) The letter from Councillors Steve Butland and James Caicco to the Project Manager North America Construction concerning operations at the East End Water Pollution Control Plant was received by Council.
- (c) The letter from the Ministry of Transportation concerning designation/revocation of connecting link Highway 17 and 550 was received by Council.
- (d) Correspondence from the Municipality of Killarney (concerning controlling the spread of the VHS fish virus) was received by Council.
- (e) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 03 12 be approved as requested. CARRIED.
- (f) **Proposal for the Supply and Installation of Computer Hardware/Software for Network Server**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Resolved that the report of the Manager of Purchasing dated 2007 03 12 be endorsed and that the proposal for the supply and installation of Computer Hardware/Software for the Civic Centre Network Server, required by the Information Technology Division be accepted as recommended. CARRIED.
- (g) **Tender for Supply and Delivery of Sixty (60) Desktop Personal Computers**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Manager of Purchasing dated 2007 03 12 be endorsed and that the tender for the Supply and Delivery of Sixty (60) Desktop Personal Computers, required by the Information Technology Division be awarded as recommended. CARRIED.
- (h) **Interest Payment Reduction From PUC - Request for a Shareholder Meeting**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

5. (h) Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 03 12 concerning Interest Payment Reduction From PUC be accepted as information, and further that a PUC Inc. Shareholder Open Meeting be held on 2007 03 26 be approved. CARRIED.
- (i) **Corporate Strategic Plan Refresh/Update**
The report of the Deputy City Clerk and Manager of Quality Improvement was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2007 03 12 concerning Corporate Strategic Plan Refresh/Update be accepted and the recommendation to approve the proposed process to refresh/update the Corporate Strategic Plan with a target date for the approval of the new plan of June 11, 2007 be endorsed. CARRIED.
- (j) **Proposal and Application to the Ministry of Citizenship and Immigration for Funding for the Development of “mysaultstemarie.ca” a New Web Portal Principally Developed for the Benefit of Potential and Recent Immigrants to our Community and For Other Development Purposes**
The reports of the Manager of Information Technology, the Commissioner of Social Services, Employment Resources of City of Sault Ste. Marie and the C.E.O., Economic Development Corporation were accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Resolved that the reports of the Manager of Information Technology, the Commissioner of Social Services, Employment Resources of City of Sault Ste. Marie and the C.E.O., Economic Development Corporation dated March 2007 concerning Application to the Ministry of Citizenship and Immigration for the Development and Operation of an Immigration Web Portal for the City of Sault Ste. Marie be accepted and the recommendation that Council authorize financial and in-kind support to the development and implementation of the ‘mysaultstemarie.ca’ project as follows:
1) Council supports the application to the Ministry of Citizenship and Culture for the Immigration Web Portal; and
2) Council authorizes \$20,000.00 from the 2006 Economic Diversification Fund to support the sustainability of the Web Portal in the third and fourth year of operation be approved. CARRIED.
- (k) **Community Heritage Ontario Conference**
The report of the Commissioner of Community Services was accepted by Council.

5. (k) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Commissioner of Community Services dated 2007 03 12 concerning Community Heritage Ontario Conference be accepted and the recommendation that Municipal Heritage Committee member Roger Kinghorn be authorized to attend the Annual CHO/ACO/CAPHC Conference being held in Guelph Ontario in May 2007 at an estimated cost of \$700.00 be approved. CARRIED.
- (l) **Steelback Centre - Request From the Sault Area Hospital Foundation**
The report of the Commissioner of Community Services was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Resolved that the report of the Commissioner of Community Services dated 2007 03 12 concerning Steelback Centre Request From the Sault Area Hospital Foundation be accepted and the recommendation that the request from SAH Foundation to have the rental fee for the Steelback Centre waived for their May 2007 Appreciation Function be approved. CARRIED.
- (m) **N.O.H.F.C. Application for Youth Internship at the Ermatinger-Clergue National Historic Site**
The report of the Curator, Ermatinger-Clergue National Historic Site was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Curator, Ermatinger-Clergue National Historic Site dated 2007 03 12 concerning N.O.H.F.C. Application for Youth Internship at the Ermatinger-Clergue National Historic Site be accepted as information. CARRIED.
- (n) **Small Vehicle Purchase - Fire Services**
The report of the Fire Chief was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Resolved that the report of the Fire Chief dated 2007 03 12 concerning Small Vehicle Purchase - Fire Services be accepted and the recommendation that the City purchase the 2003 Ford Windstar from Maitland Lewis Motors for \$10,900.00 plus applicable taxes and that the funds to cover the purchase come from the Fire Capital Equipment Reserve Account be approved. CARRIED.

5. (o) **Amendments to the Procedure By-law Flowing From the Special Council Meeting on January 22, 2007**
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-31 is listed under Item 10 of the Minutes.
- (p) **Council Resolution Passed January 15th Regarding Airport Emergency Response Measures**
The report of the City Solicitor was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the City Solicitor dated 2007 03 12 concerning Council Resolution Passed January 15th Regarding Airport Emergency Response Measures be accepted as information. CARRIED.
- (q) **Transfer of Property and Chattels From the Federal Government to the City - Bellevue Marina**
The report of the City Solicitor was accepted by Council. The relevant By-laws 2007-42 and 2007-43 are listed under Item 10 of the Minutes.
- (r) **Proposed City Sale of 605 Third Line East to 1187839 Ontario Limited**
The report of the City Solicitor was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Resolved that the report of the City Solicitor dated 2007 03 12 concerning Proposed Sale of 605 Third Line East to 1187839 Ontario Limited be accepted and the recommendation that Council agree to allow 1187839 Ontario Inc. (or any other purchaser as directed by that numbered company) to have two years to build a building instead of one year and that if the purchaser does not build a building within two years, then the property is conveyed back to the City at the original purchase price be approved. CARRIED.
- (s) **Revised By-law Regarding the Duties of the Chief Administrative Officer**
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-48 is listed under Item 10 of the Minutes.
- (t) **Proposed City Sale of Property Located at Rear 71 Old Garden River Road**
The report of the City Solicitor was received by Council. The relevant By-law 2007-49 is listed under Item 10 of the Minutes. OFFICIALLY READ NOT DEALT WITH.
- (u) **Application No. A-27-06-Z - City of Sault Ste. Marie - Public Notice of Minor Amendments to Zoning By-law 2005-150 and Special Exceptions By-law 2005-151**
The report of the Planning Division was accepted by Council.

5. (u) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Planning Division dated 2007 03 12 concerning Application No. A-27-06-Z - City of Sault Ste. Marie be accepted and the Planning Director's recommendation that City Council accept the proposed amendments as information and authorize staff to give Public Notice of Council's intent to consider these matters at their April 16, 2007 meeting be endorsed. CARRIED.
- (v) **Free Parking for Veterans**
The report of the Assistant Manager, Transit/Parking Division was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Resolved that the report of the Assistant Manager, Transit/Parking dated 2007 03 12 concerning Free Parking for Veterans be accepted and the recommendation that two hours of free parking at meters be extended to veterans for a period of five years be approved. CARRIED.
- (w) **Lions Club - Pointe des Chenes Campground**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Commissioner of Public Works and Transportation dated 2007 03 12 concerning Lions Club - Pointe des Chenes Campground be accepted as information. CARRIED.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (1) **ADMINISTRATIVE**
- (a) **2007 Preliminary Budget Presentation**
The Manager of Budgets and Revenue was in attendance with a presentation to Council concerning the 2007 Budget for the information of Council.

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

- (a) Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Whereas seniors comprise a larger percentage of the population of Sault Ste. Marie than the provincial average; and
Whereas many of these seniors want to remain in their own homes; and
Whereas there is a very low vacancy rate for appropriate seniors housing; and
Whereas it is both desirable and more economically feasible for seniors to remain in their homes; and
Whereas one of the biggest deterrents to senior's self-sufficiency is heavy yard work; and
Whereas many seniors in Northwestern Ontario are receiving assistance in their municipalities (e.g., Schreiber) from the "Home Help Program" subsidized by the Ministry of Long-Term Care;
Therefore be it resolved that the Commissioner of Social Services and Commissioner of Community Services contacts the Ministry of Long-Term Care to access the "Home Help Program" on behalf of our seniors in Sault Ste. Marie and report back to Council. CARRIED.
- (b) Moved by Councillor B. Hayes
Seconded by Councillor P. Mick
Whereas from time to time significant amounts of snow from plowing operations is stored on property; and
Whereas dependent upon the amount of snow stored and the proximity to an adjacent property owner, the spring melt may very well cause flooding damage to an adjacent property; and
Whereas property damage resulting from flooding may result in not only lost income but also expensive civil claims;
Now therefore be it resolved that City Council request staff to develop a by-law restricting significant amounts of snow from plowing operations from being stored within close proximity to an adjacent property and report back to Council. CARRIED.
- (c) Moved by Councillor B. Hayes
Seconded by Councillor L. Turco
Resolved that Councillor Steve Butland be authorized to travel to Toronto (3 days in March) to meet with two recycling firms: Recycle MBA (plastic bags) and Grace Canada (styrofoam) to discuss the potential to assist Sault Ste. Marie in its Waste Diversion Program (see Toronto Star excerpt and e-mail) at an estimated cost of \$500.00 to the City. CARRIED.

7. (d) Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that in light of the recent proposed development of "Collegiate Heights Retirement Home" - 33 units; and
Residents in that immediate area will not be given suitable notice of the planned expansion nor sufficient allotment for parking for these units or visitors; and
The owners of this retirement home have not entertained any/or all concerns of their immediate neighbour residents on how it will affect their quality of life, parking and total infringement on the lifestyles of the area neighbour residents;
Be it resolved that the Planning Division review this application and report back to Council with any options for neighbour residents to have input. CARRIED.
8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
10. **CONSIDERATION AND PASSING OF BY-LAWS**
- Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that all the by-laws listed under Item 10 of the Agenda, [save and except By-law 2007-49 - OFFICIALLY READ NOT DEALT WITH] under date 2007 03 12 be approved. CARRIED.
- (a) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-31 being a by-law to amend By-law 99-100 being a By-law to regulate the proceedings of Council of the Corporation of the City of Sault Ste. Marie be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (b) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-42 being a by-law to authorize the proposed transfer of the Bellevue Marina to the City by Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (c) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-43 being a by-law to authorize a Bill of Sale between Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans concerning the proposed transfer of the Bellevue Marina to the City be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.

10. (d) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-45 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various properties be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (e) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-46 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (f) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-47 being a by-law to adopt Amendment No. 120 to the Official Plan be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (g) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-48 being a by-law regarding the responsibilities of the Chief Administrative Officer and to repeal By-law 80-380 and 84-56 be read three times and passed in Open Council this 12th day of March, 2007. CARRIED.
- (h) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that By-law 2007-49 being a by-law to authorize the sale of a portion of 71 Old Garden River Road be read three times and passed in Open Council this 12th day of March, 2007. OFFICIALLY READ NOT DEALT WITH.

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

12.

ADJOURNMENT

Moved by Councillor P. Mick

Seconded by Councillor L. Tridico

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK



Association of Municipalities of Ontario

393 University Ave, Suite 1701
Toronto, ON M5G 1E6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca

MEMBER COMMUNICATION

ALERT N°: 07/014

To the attention of the Clerk and Council
March 19, 2007

FOR MORE INFORMATION CONTACT:
Patricia Swerhone, Senior Policy Advisor
416.971.8099 ext. 323

2007 Federal Budget a Step in the Right Direction for Municipal Infrastructure

Issue: The Honourable Jim Flaherty, Minister of Finance, tabled a budget that although overwhelmingly focuses on the long-term economic plan by restoring fiscal balance and furthering debt reduction, does build on the 2006 Federal Budget investments in infrastructure with an extension of the "Gas Tax Fund" for municipalities; and, allocation of new funding to support additional investments in municipal infrastructure projects.

Background: The 2007 Budget implicitly acknowledges the need for continuing and expanding Federal involvement, with short-term measures to help maintain municipal infrastructure, including local cultural and recreational facilities.

Budget Highlights:

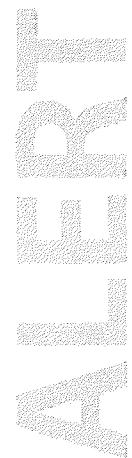
- Budget 2007 builds on the commitments in 2006 for infrastructure, with key elements for a Federal role in infrastructure, including:
 - The extension of the federal "Gas Tax Fund" to municipalities by another 4 years from 2010-11 to 2013-14 is a welcome step in addressing Canada's municipal infrastructure deficit and, per current arrangements, will directly result in additional funding for Ontario municipalities of almost \$3 billion over 4 years. This is a tremendously important development and one that AMO had been advocating for on behalf of its members.
 - A new "Building Canada Fund" will allocate \$6 billion in infrastructure funding to provinces and territories over 4 years on a per capita basis. That will provide the Government of Ontario with additional infrastructure funding of more than \$2 billion over 4 years. While it is not clear how much will end up in municipal infrastructure, there is a clear signal that municipal infrastructure is an intended destination for some of this funding.
- Budget 2007 commits to an investment of \$250 million per year starting in 2007-08 to provinces and territories for the creation of new child care spaces. It is anticipated that the Government of Ontario will receive approximately \$90 million of this important and welcome funding. The Budget also commits to the extension of the existing \$850 million under current funding agreements for early learning and child care to 2013-14.
- Budget 2007 targets \$45 million over 3 years to help provinces and territories with capital costs related to construction and renovations for physical accessibility for persons with disabilities. This may be good news for municipalities in Ontario as they proceed to implement their responsibilities under the *Accessibility to Ontarians with Disabilities Act (AODA), 2005*.

Action: For your information.

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MEMBER COMMUNICATION

ALERT N°: 07/013

To the attention of the Clerk and Council
March 12, 2007

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

Notification Process for Permits Seized under MTO's Accessible Parking Permit (APP) Program

Issue: Municipal parking authorities are being asked to notify MTO regarding any permits issued under the Accessible Parking Permit (APP) program seized for misuse

Background:

In January 2006, the Ministry of Transportation (MTO) introduced a new Accessible Parking Permit (APP) program, replacing the Disabled Person Parking Permit program. Designed to improve access for people who need permits, the new APP program makes it more difficult for individuals who attempt to abuse the system. Accordingly, APP permits are equipped with enhanced security features that help to reduce misuse and fraud. To ensure the success of the new program and to ensure that legitimate permit holders have access to designated parking spaces, greater coordination between local parking enforcement and MTO is required.

MTO is asking municipalities and parking enforcement officials to notify the Ministry of any permits seized for misuse. Enforcement officers are entitled under Section 28(2) of the *Highway Traffic Act* to take possession of a parking permit when fraud is suspected or if the permit has expired. When this information is passed on to the Ministry it will place a warning flag on the permit holder's file. Depending on the outcome of the court appearance, the enforcement agency may advise MTO of the outcome of the court case. Under Section 26(3) and (4) of the *Highway Traffic Act*, the Ministry may cancel the permit.

Action:

Notification of seized permits as well as follow-up notification regarding the outcome of court appearances should be directed to the License Renewals Unit of MTO by either fax or mail:

Ministry of Transportation
License Renewals Unit – APP Section
P.O. Box 9800
Kingston, ON K7L 5N8
Fax: 613-545-4678

The notification should include the name of the permit holder, permit expiry date, date permit seized, descriptive reason permit was seized, the municipality/enforcement agency providing the notification. Rather than send seized permits to the Ministry, municipalities are asked to destroy them once they are no longer required for court purposes.

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

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E-mail: amo@amo.on.ca



MEMBER COMMUNICATION

FYI N°: 07-004

To the attention of the Clerk and Council
March 12, 2007

TORC Public Issue Forum: *"Envisioning a Future with Broadband across Ontario: Developing Strategies towards Enhancing Connectivity, Growth and Utilization"*

The Ontario Rural Council (TORC), in partnership with the Province of Ontario will be hosting two forums on rural broadband. Aimed at developing strategies towards enhancing the connectivity, growth and utilization of broadband in rural Ontario, the session will be an opportunity to explore the roles communities, governments, the private sector and other organizations play in the delivery, uptake and utilization of broadband in rural and remote areas of the province.

The session will run on two separate occasions:

Brockville: Tuesday, March 20, 2007 – The Quality Hotel Royal Brock
[AGENDA + REGISTRATION FORM](#)

Ingersoll: Thursday, March 22, 2007 – The Elm Hurst Inn
[AGENDA + REGISTRATION FORM](#)

More information and registration forms are available through the links above or on the TORC website. Please address any further enquiries to TORC by phone at (519) 826-4128 or by e-mail at tell-me-more@torc.on.ca.

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°: 07/012

To the attention of the Clerk and Council
March 12, 2007

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

HealthForce Ontario Recruitment Centre

Issue: An update on the HealthForce Ontario Recruitment Centre and its initiatives to increase the number of practicing physicians and other health care professionals in the province.

Background:

Ontario continues to face a shortage of health care professionals that cannot be immediately redressed through normal domestic production. In response, the Province created the HealthForce Ontario Recruitment Centre in May 2006. Designed to encourage and facilitate the recruitment of qualified professionals to Ontario, the Centre is part of an overall strategy to increase the number of health care professionals practicing in the province.

The work carried out by the Recruitment Centre consists of marketing and recruitment initiatives both within and outside of the province. Within Ontario, activities are focused on coordinating and integrating inter-professional recruitment through partnerships with health care organizations, employers and communities. Identifying local needs and supporting the “recruitment readiness” of communities with information, education and other resources is a primary focus.

Outside Ontario, activities centre on strategic outreach that positions Ontario as the employer of choice for health professionals. This area of activity also includes relocation management to facilitate matters such as immigration, provincial and national certifications, and issues related to living in Ontario. The design, development and implementation of an individualized or case management approach to potential candidates is a key feature of this initiative.

The Recruitment Centre is also involved in the Emergency Department Coverage Demonstration Project (EDCDP). The project is working on defining a supply of qualified Ontario physicians who can be matched to offer locum assistance in emergency departments which are in particularly dire straits.

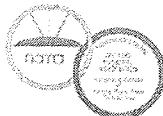
Action:

For information. Municipalities interested in this initiative and how it can benefit local communities may wish to contact the Recruitment Centre directly at:
info@healthforceontario.ca.

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

ONTARIO FORESTRY COALITION

www.forestrycoalition.com



Date: February 12, 2007

To: Heads of Councils and Councils

From: The Ontario Forestry Coalition

Re: Proposed Species at Risk Legislation

The Province of Ontario, through the Ministry of Natural Resources is working to introduce new legislation dealing with the protection of Species at Risk.

As written the proposed framework does not provide a balanced approach to the protection of species at risk. Not only will the framework's overly prescriptive approach to interim habitat protection fail to provide for species at risk, it will have significant and unnecessary impacts on the resource sectors and those many communities that depend on those sectors for jobs, tax assessment, and, ultimately, prosperity.

The current "one size fits all" approach of the proposed legislation does not relate to the diverse geographic and ecological nature of this province nor will it adequately assist in the recovery of species at risk.

The Ontario Forestry Coalition believes that the legislation will negatively impact the farming community, the forestry and mining sectors, urban planning and homebuilding, trappers, anglers, hunters, sand, stone and gravel industries, hydro electric developers among just a few

Attached you will find a briefing note on the proposal.

We are writing to ask for your assistance in dealing with this proposed Act. At this stage in the process we want you and your Council to adopt the Resolution accompanying this memo and to complete and send the attached letter to the Premier.

FONOM
The Federation of Northern Ontario Municipalities

NOACC

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Our key message is that we want full public hearings, across Ontario, so that all affected, as well as interested parties, can have an opportunity to offer their advice before the proposed Act is adopted in principle by the Ontario Legislature at Second Reading. As said in the letter to the Premier

"Species at Risk Legislation, once passed, will be in place for many, many years. We all need to take the time to get it right before it becomes law."

It is likely that the Legislation will be tabled early in March. It is important that each Municipality make their views known to the Government well before then if we are to have any chance of getting hearings. Please schedule consideration of this request immediately.

Together we are a much stronger force within the Province.

Yours truly



Michael Power
President of NOMA
Chief Spokesperson, Ontario Forestry Coalition

FORESTRY COALITION

www.forestrycoalition.com



March 12, 2007

To Selected Media

For Immediate Release

Rush job risks Ontario economy and wildlife

Species at Risk Act needs full public input

TORONTO - Calls from municipal government and resource stewardship and development sectors for full public consultation on Ontario's new Species at Risk Act appear to be falling on deaf ears.

Despite numerous meetings, delegations, resolutions and letters to government that raise concerns and urge broader consultation, the controversial new act remains on a high speed trajectory for first reading at what Ontario Minister of Natural Resources David Ramsay called the "earliest opportunity in the spring session of the Legislature."

"No one that I know at the municipal level or among the resource stewardship community is opposing a species at risk act, but, considering what is at stake, we want to ensure the new legislation and regulations are truly effective in protecting species at risk and that jobs and economic prosperity are not unduly sacrificed in the process," says Michael Power, President of the Northwestern Ontario Municipal Association.

Municipalities across Ontario are passing resolutions and issuing letters to Premier McGuinty urging broader public consultations, particularly with the communities that could be severely impacted by legislation that could lead to immediate and indefinite moratoriums on any resource-based activity, many of which are already approved through other stringent environmental legislation.

As it is currently written, broad swaths of land could suddenly be off limits to a vast array of activities. Farmer's fields and food production could be halted, the door slammed on housing developments and forestry and mining activities frozen. Even pastimes like hunting and fishing could be unnecessarily impacted.

FONOM
The Federation of Northern Ontario Municipalities

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Public input
March 12, 2007
Page Two

The government is selling the new Act as more flexible and streamlined, but what has been developed is actually more convoluted and promises to add more process and more red tape. "It is a bureaucracy run wild," says CEP National Representative in Thunder Bay, Marvin Pupeza, whose union members have already suffered massive lay-offs that are a byproduct of excessive red tape and bad public policy.

No one is saying that we shouldn't be taking action to address species at risk, but we want to make absolutely certain that we get this legislation right. It's going to be with us for years to come and we shouldn't be rushing headlong into it if we don't know what the effects may be," adds Thunder Bay Mayor Lynn Peterson.

The President of the Ontario Forest Industries Association Jamie Lim points out that the federal Species at Risk Act took more than six years to be completed while Ontario is trying to undertake an even more complicated Act in the span of less than a year.

"We are simply asking for consultation that the people of Ontario should have on an Act of this magnitude and importance and we do not believe this to be an unreasonable request," concludes Mayor Power who, with other like-minded municipalities and resource stewardship groups, will continue to press Queen's Park for full public legislative committee hearings prior to the adoption at Second Reading.

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For more information or interview requests contact Mayor Power at 806-854-6766, Mayor Peterson at 807-625-3600 or Ontario Forest Industries Association at 416-368-6188.

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The Hon. Dalton McGuinty
Premier of Ontario
Legislative Building
Room 281
Queens Park
Toronto, Ontario
M7A 1A4

Dear Premier,

On behalf of the Council of the Municipality of _____
I am writing to express our concerns with the provincial government's current approach to the development of the species at risk legislation.

I am also writing to request that you hold full public hearings across the province prior to 2nd reading in the Ontario Legislature.

We were not afforded the normal time to review the details of the government's proposed framework as the information was posted by your Government on the Environmental Bill of Rights web site on December 22, 2006 the day our offices closed until the new year. The 30 day review period was in fact reduced by a third. For this reason we believe that it is imperative that full public hearings be undertaken prior to 2nd reading of the Act. Pre-2nd reading hearings mean that the Committee will be able to modify the principle of the Act, not just ensure that the clauses in the Act conform to the principle.

On the specifics of the proposed framework and legislation, I and my Council are very concerned that the proposed framework does not provide a balanced approach to the protection of species at risk.

Not only will the framework's overly prescriptive approach to interim habitat protection fail to provide for species at risk, it will have significant and unnecessary impacts on the resource sectors and those many communities that depend on those sectors for jobs, tax assessment, and, ultimately, prosperity.

The current "one size fits all" approach of the proposed legislation does not relate to the diverse geographic and ecological nature of this province nor will it adequately assist in the recovery of species at risk.

We believe that the legislation will negatively impact the farming community, the forestry and mining sectors, urban planning and homebuilding, trappers, anglers, hunters, sand, stone and gravel industries, hydro electric developers among just a few.

As an elected official I understand the need to revise the current legislation, and I do support the concept of legislation that assists in the recovery of species at risk, however, I believe that it must be accomplished in an open and transparent manner, and must result in legislation that is truly balanced and accountable to

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the public of Ontario. I strongly urge the provincial government to re-consider its approach to the development of this legislation and to start by having the Legislature hold public hearings across the Province prior to 2nd reading approval by the Legislature. Hearings need to be held in those communities whose livelihood depends on a viable resource sector industry – forestry, mining, agriculture to name just a few – so that the MPPs can hear first hand how the current draft will negatively affect the viability of industry and our community.

Mr. Premier, Species at Risk Legislation, once passed, will be in place for many, many years. We all need to take the time to get it right before it becomes law.

We look forward to your positive response to our request. .

Regards,

cc. Please see distribution list on the following page

5(a)

Distribution List

| | |
|---------------------------|---|
| Hon. Greg Sorbara, | Minister of Finance |
| Hon. Leona Dombrowsky, | Minister of Agriculture, Food and Rural Affairs |
| Sandra Pupatello, | Minister of Economic Development & Trade |
| Hon. Dwight Duncan, | Minister of Energy |
| Hon. Marie Bountrogianni, | Minister of Intergovernmental Affairs |
| Hon. John Gerretsen, | Minister of Municipal Affairs and Housing |
| Hon. David Ramsay, | Minister of Natural Resources |
| Hon. Rick Bartolucci, | Minister of Northern Development and Mines |
| Hon. David Caplan, | Minister of Public Infrastructure Renewal |
| John Tory, | Leader, Progressive Conservative Party |
| Howard Hampton, | Leader, New Democratic Party of Ontario |

Area Members of the Ontario Legislature

Association of Municipalities of Ontario
Ontario Good Roads Association
Rural Ontario Municipal Association
Northwestern Ontario Municipal Association
Federation of Northern Ontario Municipalities
Ontario Forest Industries Association
Ontario Waterpower Association
Ontario Lumber Manufacturer's Association
Ontario Fur Managers Federation
Ontario Federation of Anglers and Hunters
Ontario Mining Association
Ontario Federation of Agriculture
Ontario Stone, Sand and Gravel Association
Greater Toronto Home Builders' Association - Urban Development Institute

Draft Resolution on Species at Risk Legislation

WHEREAS the Government of Ontario posted its framework for the development of species at risk legislation on the Environmental Bill of Rights web site on December 22, 2006 the day that most municipal offices closed until the New Year, and

WHEREAS the currently proposed language to address species at risk could impose moratoriums affecting the livelihoods of more than 1.2 million people and more than \$100 billion in economic activity, and

WHEREAS there are 12 Provincial and 5 Federal pieces of Legislation including the Federal Species At Risk Act (SARA) and the Provincial Endangered Species Act of 1971 that currently provide protection for some species, and

WHEREAS the new proposed Ontario Species of Risk Legislation as written will:

- add a new and costly layer of bureaucracy and regulatory burden
- create an Act that will not achieve recovery of endangered species
- impose an Act that will not be supported by the landowners, land stewards, employers, unions and developers
- create a further disincentive to invest in Ontario
- result in a loss of jobs
- result in a loss of economic opportunity, and

WHEREAS the currently proposed framework for a species at risk act is wrong for Ontario and will negatively impact the farming community, the forestry and mining sectors, the urban planners and homebuilders, fur managers, anglers and hunters, sand, stone and gravel industry, hydro electric developers and many, many others, and

WHEREAS, public hearings by a Legislative Committee prior to Second Reading adoption by the Ontario Legislature will allow for a full and proper debate on the principle of the Bill not just how well the clauses meet the intent of the Act

THEREFORE BE IT RESOLVED that the Municipality of _____ write to the Premier of Ontario requesting the full public hearings beheld into the proposed Species at Risk Act and that those hearings be held prior to Second Reading by the Ontario Legislature, and

FURTHER BE IT RESOLVED that copies of this resolution and the letter to the Premier be forwarded to the following:

Association of Municipalities of Ontario
Ontario Good Roads Association
Rural Ontario Municipal Association
Northwestern Ontario Municipal Association
Federation of Northern Ontario Municipalities

5(a)

Hon. Greg Sorbara, Minister of Finance
Hon. Leona Dombrowsky, Minister of Agriculture, Food and Rural Affairs
Sandra Pupatello, Minister of Economic Development & Trade
Hon. Dwight Duncan, Minister of Energy
Hon. Marie Bountrogianni, Minister of Intergovernmental Affairs
Hon. John Gerretsen, Minister of Municipal Affairs and Housing
Hon. David Ramsay, Minister of Natural Resources
Hon. Rick Bartolucci, Minister of Northern Development and Mines
Hon. David Caplan, Minister of Public Infrastructure Renewal
John Tory, Leader of the Progressive Conservative Party of Ontario
Howard Hampton, Leader of the New Democratic Party of Ontario
Ontario Waterpower Association
Ontario Lumber Manufacturer's Association
Ontario Forest Industries Association
Ontario Fur Managers Federation
Ontario Federation of Anglers and Hunters
Ontario Mining Association
Ontario Federation of Agriculture
Ontario Stone, Sand and Gravel Association
Greater Toronto Home Builders' Association - Urban Development Institute
Area Members of the Ontario Legislature

Minister Addresses

Honourable David Ramsay
 Minister of Natural Resources
 6th Floor, Whitney Block
 Queen's Park
 99 Wellesley Street West
 Toronto, Ontario
 M7A 1W5

The Hon. Rick Bartolucci
 Minister of Northern Development and
 Mines
 Whitney Block
 5th Floor Room 5630
 99 Wellesley St W
 Toronto ON
 M7A1W3

The Hon. Greg Sorbara
 Minister of Finance
 Frost Building S.
 7th Floor
 7 Queen's Park Crescent
 Toronto ON
 M7A1Y7

Hon. Leona Dombrowsky
 Minister of Agriculture, Food & Rural
 Affairs
 11th Floor
 77 Grenville St
 Toronto ON
 M5S1B3

Hon. Sandra Pupatello
 Minister of Economic Development
 and Trade
 Hearst Block
 8th Floor
 900 Bay St
 Toronto ON
 M7A2E1

Hon. Dwight Duncan
 Minister of Energy
 Hearst Block
 4th Floor
 900 Bay St
 Toronto ON
 M7A2E1

Hon. David Caplan
 Minister of Public Infrastructure
 Renewal
 Mowat Block
 6th Floor
 900 Bay St
 Toronto ON
 M7A1C2

Hon. John Gerretsen
 Minister of Municipal Affairs &
 Housing
 17th Floor
 777 Bay St
 Toronto ON
 M5G2E5

Hon. Marie Bountrogianni
 Minister of Intergovernmental Affairs
 & Minister Responsible for
 Democratic Renewal
 Ferguson Block
 12th Floor
 77 Wellesley St W
 Toronto ON
 M7A1N3

5(a)

ASSOCIATION ADDRESSES

Association of Municipalities of Ontario
393 University Avenue, Suite 1701
TORONTO ON M5G 1E6
(Only till the end of May 2007)

Ontario Good Roads Association
6355 Kennedy Road, Unit 2
MISSISSAUGA ON L5T 2L5

Rural Ontario Municipal Association
393 University Avenue, Suite 1701
TORONTO ON M5G 1E6
(Only till the end of May 2007)

Northwestern Ontario Municipal Association
161 Brock Street, East
THUNDER BAY ON P7E 4H1

Federation of Northern Ontario Municipalities
P. O.Box 117
CORBEIL ON P0H 1K0

Ontario Forest Industries Association
20 Toronto St., Suite 950
Toronto ON
M5C 2B8

The above organization will forward copies to the following:

Ontario Waterpower Association
Ontario Lumber Manufacturer's Association
Ontario Fur Managers Federation
Ontario Federation of Anglers and Hunters
Ontario Mining Association
Ontario Federation of Agriculture
Ontario Stone, Sand and Gravel Association
Greater Toronto Home Builders' Association - Urban Development Institute

5(a)



NEWS RELEASE

CANADA AND ONTARIO CONTINUE TO IMPROVE THE GREAT LAKES

TORONTO, Ontario, March 16, 2007 – The Governments of Canada and Ontario are building on the accomplishments of the current Canada-Ontario Agreement Respecting the Great Lakes Basin Ecosystem (COA) to continue to improve and protect the Great Lakes, their waters and their ecosystem.

To demonstrate this commitment to continued cooperation, Federal Environment Minister John Baird and Ontario Environment Minister Laurel Broten today released a draft COA for 2007-2010 for public comment that commits the two governments to continue to work together in the Great Lakes Basin.

Specifically, the new agreement will clean up Areas of Concern, eliminate or significantly reduce harmful pollutants and protect and restore the basin's biodiversity. In addition, two new areas of special focus that will benefit from enhanced cooperative work in the Great Lakes Basin are understanding climate change impacts, and protecting the Great Lakes as a source of drinking water.

"Continuing the cooperative work under the Canada-Ontario Agreement reflects our commitment to pursue practical, results-oriented solutions to reduce pollution and improve the health and well-being of Canadians," said Minister Baird. "The quality of our water is essential to the economy and the health of our aquatic ecosystems."

"The Great Lakes are a precious and vital resource for millions of people in Ontario and one of the most biologically diverse regions in Canada," said Minister Broten. "This agreement will allow us to continue to deal with the issues facing the Great Lakes, including protecting the aquatic ecosystems and to help us deal with challenges ranging from threats to our drinking water to the impacts of climate change."

The COA will enhance awareness and stewardship of the Great Lakes by promoting greater involvement of COA partners and stakeholders in implementing the agreement and promoting the sustainability of Great Lakes communities. The coordination of monitoring, research and information-sharing will also be improved.

- 2 -

The current five-year COA expires this year. The renewed three-year COA will contribute to meeting Canada's obligations under the Canada-U.S. Great Lakes Water Quality Agreement, which is currently under review by both countries. A new COA beyond 2010 would reflect the outcomes of that review.

In the coming weeks, the two governments will look for ways to involve the Canadian Great Lakes community over the next three years in developing a vision for the longer-term future of the Great Lakes Basin ecosystem.

Both governments are seeking public input on the draft COA. The deadline for written comments is May 16, 2007. The Agreement is available on Environment Canada's website at: www.ec.gc.ca/CEPARRegistry/agreements. It is available through Ontario's Environmental Registry at www.ebr.gov.on.ca under the EBR number 010-0063. The provincial comment period begins today while the federal government's comment period begins March 17, 2007 when the Notice of Intent is published in the Canada Gazette, Part I.

For more information on COA and the Great Lakes Basin ecosystem please visit:
www.on.ec.gc.ca/greatlakes.

- 30 -

(Disponible en français)

For more information, please contact:

Eric Richer
Press Secretary
Office of the Minister of the Environment
(819) 997-1441

Media Relations
Environment Canada
(819) 934-8008
1-888-908-8008

Anne O'Hagan
Office of the Ontario Minister of the
Environment
(416) 325-5809

John Steele
Ontario Ministry of the Environment
(416) 314-6666

OUTSTANDING COUNCIL RESOLUTIONS

As of March 12, 2007

| <u>COUNCIL DATE</u> | <u>SUBJECT OF RESOLUTIONS</u> | <u>SPONSORED BY</u> | <u>REPORTING DEPARTMENT</u> | <u>COMMENTS/STATUS</u> |
|---------------------|--|---------------------------|--|-----------------------------------|
| October 7, 2002 | Report on feasibility of providing kiosks/structures on waterfront boardwalk to young entrepreneurs to provide souvenirs/convenience items | J. Caicco D. Orazietti | EDC | Tabled until demand is identified |
| March 22, 2004 | Review current branding and develop new brands | T. Sheehan J. Curran | EDC/TSSM | April 2007 |
| August 9, 2004 | Report on establishing new Welcoming Entrance Infrastructure at north east and west entrances to the City | S. Butland J. Caicco | Council Committee Chair: S. Butland | Fall 2006 |
| August 9, 2004 | Report on initiating, marketing and organization of Trade Missions | T. Sheehan S. Butland | International Relations Committee | Fall 2006 |
| January 24, 2005 | Report on Lock City Dairies proposal for statue of Wayne Gretzky at new Sports and Entertainment Centre | J. Caicco D. Amaroso | Steering Committee Cultural Advisory Board | Spring 2007 |
| February 21, 2005 | Develop Terms of Reference for new Arts and Entertainment Economic Opportunities Committee | T. Sheehan J. Curran | Steering Committee | Fall 2006 |
| June 13, 2005 | Report on Great Lakes/St. Lawrence Seaway Conference water level situation | J. Collins S. Butland | Engineering (Mayor to provide information) | Summer 2007 |
| June 13, 2005 | Report on PUC 2004 Annual Report concerning sustainability of dividend to the City | B. Hayes N. DelBianco | Finance Committee | Summer 2007 |

5(2)(b)

| <u>COUNCIL DATE</u> | <u>SUBJECT OF RESOLUTIONS</u> | <u>SPONSORED BY</u> | <u>REPORTING DEPARTMENT</u> | <u>COMMENTS/STATUS</u> |
|---|--|--|---|---|
| June 13, 2005 | Report on recommendation of the A & E Economic Opportunities Working Committee regarding making films in Sault Ste. Marie | T. Sheehan S. Butland | EDC Legal (reported June 27/05) Clerk's | Fall 2006 |
| June 27, 2005 and February 12, 2007 | Report on possible City participation in David Suzuki's Nature Challenge and Federal Government One Tonne Challenge to reduce smog and pollution and request to Federal Government to provide information on plans to replace the One Tonne Challenge. | T. Sheehan B. Hayes T. Sheehan S. Butland | Engineering | Summer 2007 Awaiting direction from federal government on new status approach to the One Tonne Challenge |
| October 17, 2005 | Investigate the merits of an employee suggestions and reward program | J. Caiocco B. Hayes | Finance Clerk's | Spring 2007 |
| May 8, 2006 | Report on development of the local workforce and current labour requirements | J. Collins T. Sheehan | Destiny S.S.M. E.D.C. | Summer 2007 |
| June 26, 2006 | Feasibility of a leash-free zone for dogs at Topsail Island | S. Butland T. Sheehan | C.S.D. | Summer 2007 |
| June 26, 2006 | Report on Dust Control | S. Butland J. Caiocco | Engineering | Spring 2007 |
| July 10, 2006 | Report on rationale for by-law controlling parking of mobile homes, travel trailers and work trailers on residential property | S. Butland P. Mick | Building/Planning | Summer 2007 |
| July 10, 2006 | Feasibility of an extension of current parking ban on Pine Street between McDonald and Cunningham | T. Sheehan J. Curran | P. W. & T. | Winter 2007 |
| July 24, 2006 | Report on feasibility of removing the truck route designation on Church Street | J. Curran T. Sheehan | P. W. & T. | Winter 2007 |

(25)

| <u>COUNCIL DATE</u> | <u>SUBJECT OF RESOLUTIONS</u> | <u>SPONSORED BY</u> | <u>REPORTING DEPARTMENT</u> | <u>COMMENTS/STATUS</u> |
|---------------------|--|-----------------------------|-------------------------------------|------------------------|
| July 24, 2006 | Possibility of purchasing playground equipment that meets CSA requirements to replace the train at Bellevue Park | T. Sheehan S. Butland | P. W. & T. - Parks | Winter 2007 |
| August 28, 2006 | Report on petition from Frontenac Street residents for water service | J. Caicco S. Butland | Engineering P.U.C. | Winter 2007 |
| September 11, 2006 | Report on excavator locate requests Policy | S. Butland J. Caicco | Engineering | Winter 2007 |
| September 25, 2006 | Report on the future of the current hospital site property | T. Sheehan J. Curran | Planning | Winter 2007 |
| October 16, 2006 | Upgrading Red Pine Drive | F. Manzo J. Collins | Syndicate Engineering Legal | July 2007 |
| October 30, 2006 | Report on funding for a skateboard park(s)/indoor park | P. Mick J. Curran | C.S.D. | Spring 2007 |
| October 30, 2006 | Recommendation to new Council that a committee be struck to examine Conservation Authority | S. Butland N. DelBianco | Council Committee | |
| December 11, 2006 | Committee to report on Review of Boards and Committees | S. Myers T. Sheehan | Council Committee Chair: S. Myers | During 2007 |
| December 11, 2006 | Report on pedestrian safety at intersection of Willow/McNabb Streets | B. Hayes P. Mick | P. W. & T. | Winter 2007 |
| December 11, 2006 | Report on feasibility of establishing an indoor soccer facility | S. Butland T. Sheehan | Council Committee Chair: S. Butland | Summer 2007 |
| January 15, 2007 | Development of a Comprehensive Municipal Parking By-law with AAC consultation | J. Caicco O. Grandinetti | Parking Legal | March 2007 |

(a)(2)(g)

| <u>COUNCIL DATE</u> | <u>SUBJECT OF RESOLUTIONS</u> | <u>SPONSORED BY</u> | <u>REPORTING DEPARTMENT</u> | <u>COMMENTS/STATUS</u> |
|--|---|---|-----------------------------|------------------------|
| January 15, 2007 | Report on flashing amber/red lights at intersection of Carmen's Way and Conmee Avenue | L. Tridico F. Manzo | Engineering P. W. & T. | |
| January 15, 2007 | Request that Phillip Garforth provide an update on the progress/timelines of Borealis/Gateway Project | S. Butland B. Hayes | | March 26, 2007 |
| January 15, 2007 | Feasibility of re-establishing spring clean-up | F. Manzo D. Celetti | P. W. & T. | March 2007 |
| January 15, 2007 | Report on business plan for Phases II and III Steelback Centre Private Suites | J. Caicco O. Grandinetti | C.S.D. | Spring 2007 |
| January 29, 2007 and February 26, 2007 | Report on steps to erect directional signs for truck traffic. Report on efforts to get trucks off old truck route and onto Carmen's Way. | D. Celetti F. Fata T. Sheehan L. Turco | P. W. & T. | |
| January 29, 2007 | Report on necessary work on roofs at Seniors Drop-In Centre and Steelton Seniors Complex | L. Turco S. Butland | C.S.D. | Spring 2007 |
| February 12, 2007 | Report on House of Kin (Sudbury) request for municipal financial support | T. Sheehan D. Celetti | Finance | |
| February 12, 2007 | Committee to review Municipal Act changes and report back to Council | S. Myers F. Fata | Committee | |
| February 26, 2007 | Report on safe loading/unloading of children at schools | J. Caicco S. Butland | P. W. & T. | |
| February 26, 2007 | Report on using payloaders behind graders when cutting snow build-up | D. Celetti O. Grandinetti | P. W. & T. | |

(9)(b)

| <u>COUNCIL DATE</u> | <u>SUBJECT OF RESOLUTIONS</u> | <u>SPONSORED BY</u> | <u>REPORTING DEPARTMENT</u> | <u>COMMENTS/STATUS</u> |
|---------------------|---|--------------------------|-----------------------------|------------------------|
| February 26, 2007 | Report on six month operations of Steelback Centre | S. Butland J. Caicco | C.S.D. | Summer 2007 |
| March 8, 2007 | Report on Accountability Agreements with 'outside agencies' | T. Sheehan S. Butland | Finance Committee | |
| March 12, 2007 | Report on accessing the Home Help Program for seniors through the Ministry of Long-Term Care | P. Mick L. Turco | Social Services C.S.D. | Spring 2007 |
| March 12, 2007 | Report on a by-law to restrict snow from plowing operations from being stored in close proximity to adjacent property | B. Hayes P. Mick | Legal | |
| March 12, 2007 | Report on proposed 33 unit development at Collegiate Heights and how it will affect neighbour residents | S. Myers D. Celetti | Planning | |

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Don SADOWSKI TELEPHONE: 949-1077

ADDRESS: 68 VILLAGE COURT POSTAL CODE: P6 B6 J9

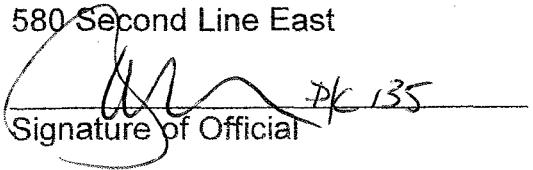
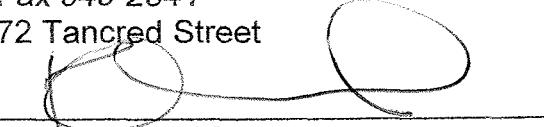
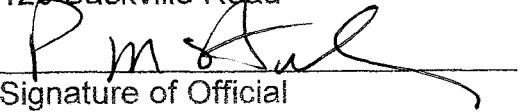
The above person hereby makes application for the closing of
ELGIN STREET, HOLIDAY INN TO QUEEN ST AND ALSO NORTH LINE
(Name of street to be closed) OF QUEEN ST FROM MARCH TO ELGIN ST

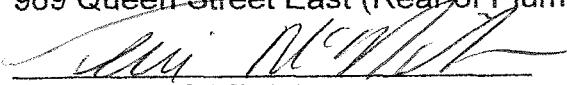
from DIAGRAM ATTACHED to _____
(reference points - street numbers, cross streets, etc.)

on the 26TH day of MAY, 2007 from 10:30 am/pm to 11:30am/pm

for the purpose of ONTARIO GROUP AIRFARE CONVENTION IN SASKATOON
MAY 18-19-20, 2007

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.)

ELGIN
ST.

COURT
HOUSE
CENOTAPH

VALENTINO
FURS.

MARCH
ST.

PARADE

[0.] [0.] [0.] [0.] [0.] [0.] ,

[BARRICADES

QUEEN ST.

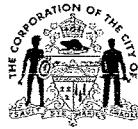
ELGIN
ST.

BAY ST.

PARADE WILL MARCH FROM HOLIDAY INN, NORTH
ON ELGIN ST TO QUEEN ST., AND RETURN
HOLIDAY INN SAME ROUTE!

(225)

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: _____

Name of Event: Champagne Wedding

Date(s) of Event: May 12, 2007 Site: _____

Times of Event: 3 p.m. - 2 a.m. Location: Roberta Bondar Pavilion

Times of Beer Garden: 7 p.m. - 1 a.m.

Bruce Wootton

Name of Special Occasion Permit Holder

Don Hill

Name of Identified Designate

(Signature)
Signature of Special Occasion Permit Holder

(Signature)
Signature of Identified Designate

61 Sweet Berry Drive, Sudbury, ON P3E 6C1 Address of Permit Holder/Telephone

204 East Balfour St., SSM, ON P6C 1X6 Address of Identified Designate/Telephone

1. Sault Ste. Marie Police Service

(Signature)
Signature of Official

2. Sault Ste. Marie Fire Services
Fire Prevention Office

(Signature)
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

Lori Balsara
Signature of Official

TO BE POSTED AT EVENT.

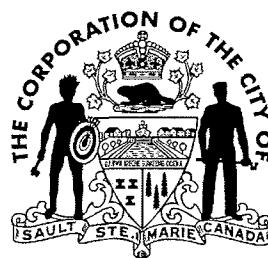
FOR OFFICE USE ONLY

City Council Approval Received on _____
Date _____

C.S.D. Staff Representative _____
Signature _____

5(f)

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 03 26

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. Rick Cobean – Social Services – Social Housing Division**
NOSDA – Northern Service Housing Managers
April, 2007
North Bay, ON
Estimated total cost to the City - \$ 755.00
Estimated net cost to the City - \$ 755.00
- 2. Carl Rosso – Social Services – Ontario Works Division**
Great North OW Network Meeting
April, 2007
North Bay, ON
Estimated total cost to the City - \$ 362.60
Estimated net cost to the City - \$ 362.60
- 3. Florence Lake – Social Services – Community Child Care Division**
Great North OW Network Meeting
April, 2007
North Bay, ON
Estimated total cost to the City - \$ 213.00
Estimated net cost to the City - \$ 213.00
- 4. Lynn McCoy – Fire Services**
Mutual Aid Spring Meeting
April, 2007
Chapleau, ON
Estimated total cost to the City - \$ 19.10
Estimated net cost to the City - \$ 19.10

5. Bruce Lash – Fire Services

Provincial CBRN/Hazmat/MOU Annual Meeting
 April, 2007
 Gravenhurst, ON
 Estimated total cost to the City - \$ 75.00
 Estimated net cost to the City - \$ 75.00

6. Lynn McCoy – Fire Services

Provincial CBRN/Hazmat/MOU Annual Meeting
 April, 2007
 Gravenhurst, ON
 Estimated total cost to the City - \$ -271.90
 Estimated net cost to the City - \$ -271.90

7. Jamie Coombs – Engineering & Planning – Building Division

Northern Lights Chapter Meeting
 April, 2007
 Espanola, ON
 Estimated total cost to the City - \$ 126.00
 Estimated net cost to the City - \$ 126.00

8. Robert Roznik – Engineering & Planning – Building Division

Northern Lights Chapter Meeting
 April, 2007
 Espanola, ON
 Estimated total cost to the City - \$ 66.00
 Estimated net cost to the City - \$ 66.00

9. Don Maki – Engineering & Planning – Building Division

Objective Based Code Training
 April, 2007
 Sudbury, ON
 Estimated total cost to the City - \$ 700.00
 Estimated net cost to the City - \$ 700.00

10. Freddie Pozzebon – Engineering & Planning – Building Division

Objective Based Code Training
 April, 2007
 Sudbury, ON
 Estimated total cost to the City - \$ 630.00
 Estimated net cost to the City - \$ 630.00

Yours truly,

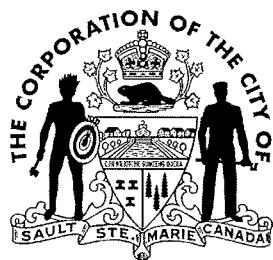


Joseph M. Fratesi
 Chief Administrative Officer

JMF:bb

5(g)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 03 26

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

Re: Tender for Trees and Shrubs

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Trees and Shrubs required by the Parks Division of the 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 tenders was held March 14, 2007, with Councillor S. Butland representing City Council.

The tenders received have been evaluated and reviewed with Parks Division staff and the firm offering to supply all our requirements at the lowest cost has been indicated on the attached summary.

Funding for these Trees & Shrubs is provided within the Subdivision Tree Planting Reserve account.

RECOMMENDATION

It is therefore my recommendation that the tender to supply and deliver Trees and Shrubs be awarded to Uxbridge Nurseries, at their low total tendered price, meeting specifications, of \$11,514.00, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$24,000.00

Received: March 14, 2007
File: #2007CH01

**SUMMARY OF TENDERS
TREES & SHRUBS**

| Description | Quantity | Braun Nursery Limited | | Brookdale Treeland Nurseries | | V. Kraus Nurseries | | Premiere Landscaping | | Sheridan Nurseries | | C. Tranberg & Son | | Uxbridge Nurseries | |
|---|----------|-----------------------|-------------|------------------------------|-------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|--------------------|-------------|
| | | Mount Hope, ON | | Schomberg, ON | | Carlisle, ON | | Sault Ste. Marie, ON | | Georgetown, ON | | Sault Ste. Marie, ON | | Uxbridge, ON | |
| | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| Crimson King Maple - Acer Platanoides | 10 | \$162.00 * | \$1,620.00 | \$164.33 | \$1,643.30 | \$187.00 | \$1,870.00 | \$135.00 | \$1,350.00 | \$199.00 | \$1,990.00 | \$166.05 | \$1,660.50 | \$140.00 | \$1,400.00 |
| Northwood Red Maple - Acer Rubrum | 10 | \$177.00 | \$1,770.00 | \$164.33 | \$1,643.30 | \$187.00 | \$1,870.00 | \$145.00 | \$1,450.00 | \$199.00 | \$1,990.00 | \$178.35 | \$1,783.50 | \$140.00 | \$1,400.00 |
| Silver Maple - Acer Saccharinum | 10 | \$134.00 * | \$1,340.00 | \$164.33 | \$1,643.30 | \$132.00 | \$1,320.00 | \$110.00 | \$1,100.00 | \$157.00 | \$1,570.00 | \$135.30 | \$1,353.00 | \$115.00 | \$1,150.00 |
| Flax Mill Majesty Silver Maple - Acer Saccharum | 10 | \$200.00 * | \$2,000.00 | \$164.33 | \$1,643.30 | \$185.00 | \$1,850.00 | \$170.00 | \$1,700.00 | \$199.00 | \$1,990.00 | \$209.10 | \$2,091.00 | \$145.00 | \$1,450.00 |
| Summit Ash - Fraxinus Pennsylvanica Lanceolata | 10 | \$110.00 | \$1,100.00 | \$144.33 | \$1,443.30 | \$90.00 | \$900.00 | \$85.00 | \$850.00 | \$116.00 | \$1,160.00 | \$104.55 | \$1,045.50 | \$85.00 | \$850.00 |
| Maidenhair Tree - Ginko Biloba | 5 | \$210.00 | \$1,050.00 | \$164.33 | \$821.65 | \$200.00 | \$1,000.00 | \$140.00 | \$700.00 | \$214.00 | \$1,070.00 | \$184.50 | \$922.50 | \$160.00 | \$800.00 |
| White Oak - Quercus Alba | 5 | \$191.00 * | \$955.00 | \$164.33 | \$821.65 | \$182.00 | \$910.00 | \$190.00 | \$950.00 | \$207.00 | \$1,035.00 | \$172.20 | \$861.00 | \$160.00 | \$800.00 |
| Oakleaf Mountain Ash - Sorbus Thuringiaca | 5 | \$110.00 | \$550.00 | \$164.33 | \$821.65 | \$182.00 | \$910.00 | \$125.00 | \$625.00 | \$199.00 | \$995.00 | \$153.75 | \$768.75 | \$120.00 | \$600.00 |
| Ivory Silk Tree Lilac - Syringa Reticulata | 10 | \$167.00 * | \$1,670.00 | \$164.33 | \$1,643.30 | \$195.00 | \$1,950.00 | \$155.00 | \$1,550.00 | \$199.00 | \$1,990.00 | \$190.65 | \$1,906.50 | \$144.00 | \$1,440.00 |
| Virginia Creeper - Parthenocissus Quinquefolia | 30 | \$6.50 | \$195.00 | \$6.75 | \$202.50 | \$7.00 | \$210.00 | \$6.50 | \$195.00 | \$9.50 * | \$285.00 | \$7.99 | \$239.70 | \$7.00 | \$210.00 |
| Subtotal | | <u>\$12,250.00</u> | | <u>\$12,327.25</u> | | <u>\$12,790.00</u> | | <u>\$10,470.00</u> | | <u>\$14,075.00</u> | | <u>\$12,631.95</u> | | <u>\$10,100.00</u> | |
| 7% G.S.T. | | 735.00 | | 739.64 | | 767.40 | | 628.20 | | 844.50 | | 757.92 | | 606.00 | |
| 8% P.S.T. | | 980.00 | | 986.18 | | 1,023.20 | | 837.60 | | 1,126.00 | | 1,010.56 | | 808.00 | |
| Shipping including Applicable Taxes | | inc. | | inc. | | inc. | | 1,254.00 | | inc. | | inc. | | inc. | |
| Total Tendered Price | | <u>\$13,965.00</u> | | <u>\$14,053.07</u> | | <u>\$14,580.60</u> | | <u>\$13,189.80</u> | | <u>\$16,045.50</u> | | <u>\$14,400.42</u> | | <u>\$11,514.00</u> | |
| *Substitutes offered | | Meets Specifications | | Meets Specifications | | Meets Specifications | | *Substitutes offered | | Meets Specifications | | Meets Specifications | | | |

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

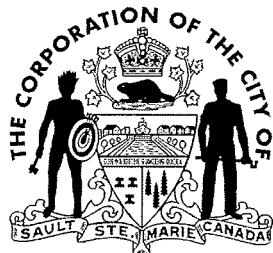
It is my recommendation that the tendered prices, submitted by Uxbridge Nurseries, be accepted.

Ralph Robertson, Manager of Purchasing

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Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 03 26

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

Re: Tender for Athletic Field Marking Paint

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Athletic Field Marking Paint as required by the Parks Division of the 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 tenders was held March 14, 2007, with Councillor S. Butland representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Parks Division staff and the low tendered price, meeting specifications, has been indicated on the attached summary.

Funding for this Athletic Field Marking Paint is provided within the Athletic Park Activity Supply account.

RECOMMENDATION

It is therefore my recommendation that the tender to supply and deliver Athletic Field Marking Paint, be awarded to Commercial Solutions Inc., at their total tendered price of \$26,323.74, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$34,000.00**

**RECEIVED: March 14, 2007
FILE: #2007CH02**

**SUMMARY OF TENDERS
ATHLETIC FIELD MARKING PAINT**

| Description | Quantity | <u>COMMERCIAL SOLUTIONS MISSISSAUGA, ON</u> | | <u>SPORTS EQUIPMENT OF TORONTO MARKHAM, ON</u> | | <u>WEBER SUPPLY SAULT STE. MARIE, ON</u> | |
|---|-----------------|--|--------------------|--|--------------------|---|--------------------|
| | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| White Field Marking Paint | 7,020 cans | \$3.05 | \$21,411.00 | \$3.73 | \$26,184.60 | \$3.10 | \$21,762.00 |
| Utility Marking Paint, Fluorescent Orange | 480 cans | \$3.50 | \$1,680.00 | \$4.18 | \$2,006.40 | \$2.53 | \$1,214.40 |
| | | | \$23,091.00 | | \$28,191.00 | | \$22,976.40 |
| 6% G.S.T. | | | \$1,385.46 | | \$1,691.46 | | \$1,378.58 |
| 8% P.S.T. | | | \$1,847.28 | | \$2,255.28 | | \$1,838.11 |
| Total | | | <u>\$26,323.74</u> | | <u>\$32,137.74</u> | | <u>\$26,193.10</u> |
| Remarks | | 18 oz cans (net weight) Seymour/Seymour Meets specifications | | 18 oz cans (net weight) Seymour/Seymour Meets specifications | | 17 oz cans (net weight) Krylon/krylon Does not meet specifications Did not pass Park's field test. | |

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

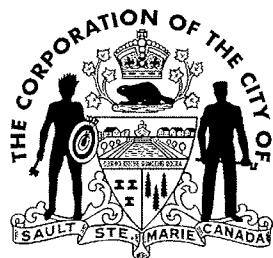
It is my recommendation that the low tendered price, meeting specifications, submitted by Commercial Solutions, be accepted.

Ralph Robertson
Manager of Purchasing

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Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 03 26

Mayor John Rowswell and
Members of City Council
Civic Centre

Re: Tender for Transit Operators' Uniform Clothing

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Uniform Clothing required by the Transit Division of the 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 tenders received was held February 28, 2007, with Councillor Susan Myers representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Mr. Don Scott, Manager of Transit, and although only one complete tender was received, it meets all specifications and represents 2.2% increase from 2006.

Funding for the Operators' Uniforms is provided within the Transit Uniform account.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Transit Operators' Uniforms be awarded to Mark's Work Wearhouse, Sault Ste. Marie, Ontario, at their low tendered price of \$15,328.65, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,

A handwritten signature of Ralph Robertson.

Ralph Robertson
Manager of Purchasing

Recommended for approval,

A handwritten signature of W. Freiburger.

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

TRANSIT OPERATORS' AND INSPECTORS' UNIFORMS

| Description | Quantity | Evin Industries Montreal, PQ | | Mark's Work Wearhouse SSM, ON | | R. Nicholls Longueuil, PQ | |
|-------------------------------|----------|---------------------------------|-------------|----------------------------------|-------------|------------------------------|-------------|
| | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| Mens Pleated Trousers | 42 | | | \$25.99 | \$1,091.58 | | |
| Mens Plain Trousers | 28 | | | \$19.99 | \$559.72 | | |
| Womens Plain Trousers | 10 | | | \$22.49 | \$224.90 | | |
| Mens Operators L.S. Shirt | 25 | | | \$21.59 | \$539.75 | | |
| Mens Operators S.S. Shirt | 22 | | | \$18.89 | \$415.58 | | |
| Womens Operators L.S. Shirt | 4 | | | \$21.59 | \$86.36 | | |
| Womens Operators S.S. Shirt | 5 | | | \$18.89 | \$94.45 | | |
| Inspectors L.S. Shirt | 10 | | | \$23.99 | \$239.90 | | |
| Inspectors S.S. Shirt | 9 | | | \$22.99 | \$206.91 | | |
| Mens Golf/Polo Shirt | 121 | | | \$16.99 | \$2,055.79 | | |
| Womens Golf/Polo Shirt | 25 | | | \$16.99 | \$424.75 | | |
| Mens Short Pleated Trousers | 6 | | | \$18.99 | \$113.94 | | |
| Mens Short Plain Trousers | 8 | | | \$18.99 | \$151.92 | | |
| Womens Short Pleated Trousers | 3 | | | \$18.99 | \$56.97 | | |
| Womens Short Plain Trousers | 4 | | | \$18.99 | \$75.96 | | |
| Mock Turtle Neck Long Sleeve | 37 | | | \$15.99 | \$591.63 | | |
| Mock Turtle Neck Short Sleeve | 57 | | | \$15.99 | \$911.43 | | |
| 6" Socks | 45 | | | \$2.40 | \$108.00 | | |
| 1/2 Zip Pullover | 71 | | | \$27.99 | \$1,987.29 | | |
| Fleece Lined Jacket | 65 | \$153.80 | \$9,997.00 | \$53.99 | \$3,509.35 | | |
| Subtotal: | | | \$9,997.00 | | | \$13,446.18 | |
| G.S.T. | | | \$599.82 | | | \$806.77 | |
| P.S.T. | | | \$799.76 | | | \$1,075.69 | |
| TOTAL: | | | \$11,396.58 | | | \$15,328.65 | |

Remarks: Exceeds Specifications Meets Specifications
Substitute Jacket Tendered 2.2% Increase From 2006

Delivery: 21 w/days 30 w/days

Note: The low tendered prices, meeting specifications, are boxed above and represent a 2.2% increase from last year.
It is my recommendation that the low tendered prices submitted by Mark's Work Wearhouse, SSM, be accepted.

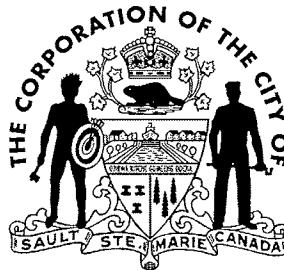
Ralph Robertson
Manager of Purchasing

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Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

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2007 03 26

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

Peter A. Liepa
City Tax Collector

PAL/md

Attach.

Recommended for Approval:

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

William Freiburger
Commissioner of Finance & Treasurer

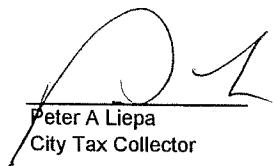
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2007 03 26
PAGE: 1 of 1

| ROLL NUMBER | PROPERTY ADDRESS | PERSON ASSESSED | TAX CLASS | REASON | APPEAL NO. | CANCELLATIONS | | TOTAL ADJUSTMENT |
|----------------|-----------------------|---|-----------|--------|------------|---------------|-----------|---------------------|
| | | | | | | TAXES | INTEREST | |
| 040-007-071 | 506 Parliament Street | Conway, Douglas George & Margaret Helen | RT | D | 07-11 | | CONFIRMED | |
| 040-019-063 | 100 Wilcox Avenue | Barill, Jamie | CT/RT | A | 07-12 | 236.32 | 11.74 | 248.06 |
| 040-040-115 | 550 Cathcart Street | Sault Intermodal Terminal Inc. | CT/RT | D | 07-13 | 467.15 | 0.32 | 467.47 |
| 040-040-115-20 | 524 Cathcart Street | Sault Intermodal Terminal Inc. | CT/RT | D | 07-14 | 551.00 | 0.00 | 551.00 |

Certified Correct:



Peter A Liepa
City Tax Collector

REPORT TOTAL 1,254.47 12.06 1,266.53

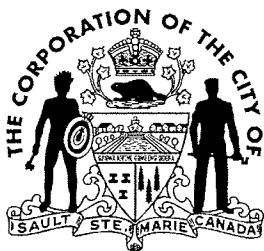
-
- A. REALTY TAX CLASS CONVERSION
 - B. BECAME EXEMPT AFTER RETURN OF ROLL
 - C. RAZED BY FIRE AFTER RETURN OF ROLL

-
- 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

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P. A. Liepa, A.I.M.A.
City Tax Collector



Finance Department
Tax & Licence Division

2007 03 26

Mayor John Rowswell
And Members of City Council
Civic Centre

**RE: Vacant Unit Tax Rebate Program
Commercial and Industrial Properties**

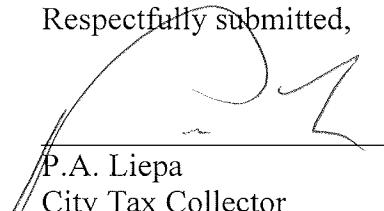
Attached are listings that summarize applications for vacant unit property tax rebates pursuant to Section 364 of the Municipal Act, 2001, reflecting the 2005 and 2006 taxation years.

All applications were received within the statutory time limit. Applications requiring clarification of the assessment values were returned to the Municipal Property Assessment Corporation (MPAC) for further research.

MPAC has recommended the amount of assessments to be adjusted and each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,


P.A. Liepa
City Tax Collector

PAL/ms

Attach.

Recommended for Approval


William Freiburger
Commissioner of Finance & Treasurer

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2005 PROPERTY TAXES

DATE: 2007/03/19 PAGE: 1
TIME: 10:40

ROLL NUMBER PROPERTY ADDRESS /
PERSON ASSESSED

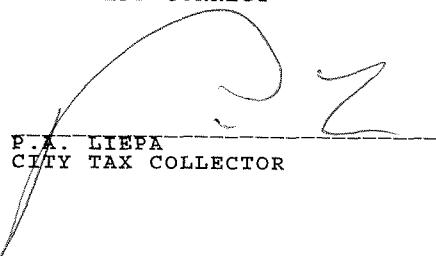
| C A N C E L L A T I O N S | | | | | D O W N T O W N / B. I. A. | | | | | T O T A L | | |
|---------------------------|-------|-----|-----|--------|----------------------------|-------|-----|-----|-----|-----------|--------|--------|
| TAXES | INT | CAN | INT | PAY | REBATE | TAXES | INT | CAN | INT | PAY | REBATE | REBATE |
| 215.93 | 15.89 | | .00 | 231.82 | | .00 | .00 | | .00 | .00 | 231.82 | |
| U-C | | | | | | | | | | | | |
| 215.93 | 15.89 | | .00 | 231.82 | | .00 | .00 | | .00 | .00 | 231.82 | |

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VACANCY SUMMARY

| | | | |
|------------------------|--------|-----|--------|
| TAX ADJUSTMENTS: | 215.93 | .00 | 215.93 |
| INTEREST CANCELLATION: | 15.89 | .00 | 15.89 |
| INTEREST PAYABLE: | .00 | .00 | .00 |
| TOTAL ADJUSTMENTS: | 231.82 | .00 | 231.82 |

CERTIFIED CORRECT


P.A. LIEPA
CITY TAX COLLECTOR

(A) 5

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2006 PROPERTY TAXES

DATE: 2007/03/19 PAGE: 1
TIME: 10:51

| ROLL NUMBER | PROPERTY ADDRESS / PERSON ASSESSED | C A N C E L L A T I O N S TAXES INT CAN INT PAY | REBATE | D O W N T O W N / B. I. A. TAXES INT CAN INT PAY | REBATE | TOTAL REBATE |
|-------------------------|---|--|--------------------|---|------------|-----------------|
| 01000501100 | 00031 TRUNK RD RIOCAN HOLDINGS INC | 18840.02 U-C S | .00 .00 18840.02 | .00 .00 .00 | .00 .00 | 18840.02 |
| 01000608300 | 01500 WELLINGTON ST E WINLAW CORPORATION THE | 797.77 U-C | .00 .00 797.77 | .00 .00 .00 | .00 .00 | 797.77 |
| 01005001700 | 00759 TRUNK RD PITARO NICOLA | 229.21 U-C | .00 .00 229.21 | .00 .00 .00 | .00 .00 | 229.21 |
| 02001600100 | 00964 QUEEN ST E MED CENTER SAULT STE MARIE | 2354.20 U-C | 48.38 .00 2402.58 | .00 .00 .00 | .00 .00 | 2402.58 |
| 02002805200 | 00424 PIM ST GREAT NORTHERN PROPERTIES | 6480.71 U-C | 137.56 .00 6618.27 | .00 .00 .00 | .00 .00 | 6618.27 |
| 02004203400 | 00131 EAST ST CHO RAYMOND C F | 732.06 U-C | .00 .00 732.06 | .00 .00 .00 | .00 .00 | 732.06 |
| 02004209100 | 00123 MARCH ST SOO CENTRE LIMITED | 4010.05 U-C D | 40.67 .00 4050.72 | .00 .00 .00 | .00 .00 | 4050.72 |
| 02004209600 DOWNTOWN | 00446 QUEEN ST E VALENTINO FURS LTD | 518.54 U-C | .00 .00 518.54 | 163.45 .00 .00 | .00 163.45 | 681.99 |
| 02004210400 | 00121 ELGIN ST SOO CENTRE LIMITED | 784.88 U-C | .00 .00 784.88 | .00 .00 .00 | .00 .00 | 784.88 |
| 02004212400 DOWNTOWN | 00302 QUEEN ST E DAVIS MURRAY | 3599.14 U-C | .00 .00 3599.14 | 990.00 .00 .00 | .00 990.00 | 4589.14 |
| 02004214900 DOWNTOWN | 00485 QUEEN ST E MARSON DEVELOPMENTS (SOO) | 128.45 U-C | .00 .00 128.45 | 40.49 .00 .00 | .00 40.49 | 168.94 |
| 02004215900 DOWNTOWN | 00535 QUEEN ST E JESSICA HOLDINGS LTD | 630.52 U-C | .00 .00 630.52 | 158.34 .00 .00 | .00 158.34 | 788.86 |
| 02004216900 DOWNTOWN | 00645 QUEEN ST E SOO CENTRE LIMITED | 70.16 U-C | .75 .00 70.91 | 22.11 .01 .00 | .00 22.12 | 93.03 |
| 02004217200 DOWNTOWN | 00659 QUEEN ST E SAULT QUEENSTOWN MEDICAL | 2047.24 U-C | .00 .00 2047.24 | 528.89 .00 .00 | .00 528.89 | 2576.13 |
| 02004217500 DOWNTOWN | 00673 QUEEN ST E TASSONE VITANTONIO | 105.96 U-C | .00 .00 105.96 | 30.58 .00 .00 | .00 30.58 | 136.54 |
| 02004217700 DOWNTOWN | 00681 QUEEN ST E CHO RAYMOND C F | 314.18 U-C | .70 .00 314.88 | 84.95 .00 .00 | .00 84.95 | 399.83 |
| 02004217900 | 00071 EAST ST CHO RAYMOND C F | 1086.22 U-C | .00 .00 1086.22 | .00 .00 .00 | .00 .00 | 1086.22 |
| 02004223800 | 00440 BAY ST CHINA FERRUCCIO ISIDORO | 2426.50 U-C | 220.34 .00 2646.84 | .00 .00 .00 | .00 .00 | 2646.84 |
| 02004224100 | 00075 ELGIN ST CARRICATO LORNE CARMEN | 432.50 U-C | .00 .00 432.50 | .00 .00 .00 | .00 .00 | 432.50 |
| 02004315900 | 00170 EAST ST CRAWFORD ALAN M IN TRUST | 550.06 U-C | .00 .00 550.06 | .00 .00 .00 | .00 .00 | 550.06 |
| 03003400300 | 00701 PINE ST RIOCAN (PINE PLAZA) INC | 1144.70 U-C S | .00 .00 1144.70 | .00 .00 .00 | .00 .00 | 1144.70 |
| 03003701400 | 00154 GREAT NORTHERN RD DI TOMMASO FAUSTO | 2268.88 U-C | 10.21 .00 2279.09 | .00 .00 .00 | .00 .00 | 2279.09 |
| 03003800900 | 00044 GREAT NORTHERN RD RIOCAN HOLDINGS INC | 27103.45 U-C S | .00 .00 27103.45 | .00 .00 .00 | .00 .00 | 27103.45 |
| 03004101900 | 00153 GREAT NORTHERN RD CENTENNIAL (SAULT) | 1131.25 U-C | .00 .00 1131.25 | .00 .00 .00 | .00 .00 | 1131.25 |

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APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2006 PROPERTY TAXES

DATE: 2007/03/19 PAGE: 2
TIME: 10:51

| ROLL NUMBER | PROPERTY ADDRESS / PERSON ASSESSED | C | A | N | C | E | L | L | A | T | I | O | N | S | TAXES | D | O | W | N | T | O | W | N | / | B. | I. | A. | TOTAL REBATE |
|-------------|---|-----------|--------|-----|-----|-----|-----|-----|-----|-----------|--------|---------|-------|------|-------|-----|-----|-----|-----|---|---|---|---|---|----|---------|-----------|--------------|
| | | TAXES | INT | CAN | INT | CAN | INT | INT | PAY | ON | REBATE | | TAXES | INT | CAN | INT | INT | PAY | | | | | | | | | | |
| 03004102000 | 00133 GREAT NORTHERN RD DI TOMMASO FAUSTO IN TRUST | 2863.59 | | U-C | .00 | | .00 | | | 2863.59 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 2863.59 | | |
| 03004602400 | 00027 GREAT NORTHERN RD CENTENIAL (SAULT) | 1004.77 | | U-C | .00 | | .00 | | | 1004.77 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 1004.77 | | |
| 03004605500 | 00025 STEVENS ST DI TOMMASO FAUSTO | 602.42 | | U-C | .00 | | .00 | | | 602.42 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 602.42 | | |
| 03005615800 | 00601 SECOND LINE E CENTENIAL (SAULT) | 1356.92 | | U-C | .00 | | .00 | | | 1356.92 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 1356.92 | | |
| 03005616400 | 00557 SECOND LINE E ROBERTS JOHN BINGHAM | 199.28 | | U-C | .00 | | .00 | | | 199.28 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 199.28 | | |
| 03008504800 | 01180 GREAT NORTHERN RD DI TOMMASO FAUSTO IN TRUST | 3871.25 | 257.16 | U-C | | | .00 | | | 4128.41 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 4128.41 | | |
| 04001603100 | 00317 WELLINGTON ST W MURRAY ALAN CAMPBELL | 378.69 | 2.95 | U-C | | | .00 | | | 381.64 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 381.64 | | |
| 04001815600 | 00211 BRUCE ST SHAW MILLING LIMITED | 203.48 | | U-C | .00 | | .00 | | | 203.48 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 203.48 | | |
| 04002100400 | 00124 GORE ST ARMSTRONG RONALD GERALD K | 34.60 | 3.16 | U-C | | | .00 | | | 37.76 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 37.76 | | |
| 04002100700 | 00132 GORE ST COCCIMIGLIO ORLINO | 328.17 | .33 | U-C | | | .00 | | | 328.50 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 328.50 | | |
| 04002100800 | 00134 GORE ST COCCIMIGLIO JOHANNE | 254.17 | .32 | B | | | .00 | | | 254.49 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 254.49 | | |
| 04002106800 | 00250 QUEEN ST E DOWNTOWN 1704660 ONTARIO LTD | 1314.70 | 22.21 | U-C | | | .00 | | | 1336.91 | | 414.42 | | 5.18 | | .00 | | | | | | | | | | 419.60 | 1756.51 | |
| 04002106900 | 00248 QUEEN ST E DOWNTOWN BOYD LYNN | 228.12 | 8.53 | U-C | | | .00 | | | 236.65 | | 51.31 | | 1.21 | | .00 | | | | | | | | | | | 52.52 | 289.17 |
| 04002107600 | 00216 QUEEN ST E DOWNTOWN BARZAN LOUISE CAROL | 1029.02 | | U-C | .00 | | .00 | | | 1029.02 | | 275.83 | | .00 | | .00 | | | | | | | | | | 275.83 | 1304.85 | |
| 04002107900 | 00204 QUEEN ST E DOWNTOWN VAVALA INCORPORATED | 1313.86 | | U-C | .00 | | .00 | | | 1313.86 | | 321.26 | | .00 | | .00 | | | | | | | | | | 321.26 | 1635.12 | |
| 04002111600 | 00016 QUEEN ST E ALLEN LESLIE TIMOTHY | 1139.12 | 111.71 | U-C | | | .00 | | | 1250.83 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 1250.83 | | |
| 04002206700 | 00120 HURON ST 2042732 ONTARIO INC | 1253.11 | 3.51 | U-C | | | .00 | | | 1256.62 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 1256.62 | | |
| 04002207000 | 00139 HURON ST INTERNAT BRIDGE AUTHOR MICH | 3054.64 | | U-C | .00 | | .00 | | | 3054.64 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 3054.64 | | |
| 04002318400 | 00172 GORE ST CHINA FERRUCCIO ISIDORO | 381.50 | 31.88 | U-C | | | .00 | | | 413.38 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 413.38 | | |
| 05000411800 | 00129 SECOND LINE W JENNEN CHO ENTERPRISES INC | 2911.77 | | U-C | .00 | | .00 | | | 2911.77 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 2911.77 | | |
| 05001701500 | 00343 SECOND LINE W BERTO ROBERT RONALD | 304.76 | 1.19 | U-C | | | .00 | | | 305.95 | | .00 | | .00 | .00 | | .00 | | .00 | | | | | | | 305.95 | | |
| TOTALS: | | 101814.59 | 901.56 | | | | .00 | | | 102716.15 | | 3081.63 | | 6.40 | | .00 | | | | | | | | | | | 105804.18 | |

(4) 5

VACANCY SUMMARY

| | | | |
|------------------------|-----------|---------|-----------|
| TAX ADJUSTMENTS: | 101814.59 | 3081.63 | 104896.22 |
| INTEREST CANCELLATION: | 901.56 | 6.40 | 907.96 |
| INTEREST PAYABLE: | .00 | .00 | .00 |
| TOTAL ADJUSTMENTS: | 102716.15 | 3088.03 | 105804.18 |

CERTIFIED CORRECT

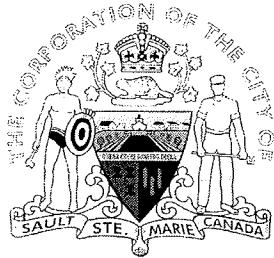
P. A. LIEPA
CITY TAX COLLECTOR

5(K)

5(1)

Peter A. Liepa,
City Tax Collector

Tax & Licence Division
Finance Department



2007 03 26

Mayor John Rowswell
and Members of City Council

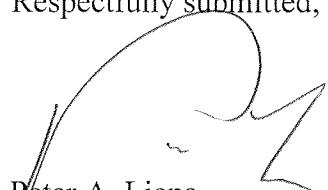
RE: 2007 TAX APPORTIONMENTS

Applications for the apportionment of taxes have been received for the properties listed on the attached summaries in accordance with Section 356 of the Municipal Act, 2001.

The Municipal Property Assessment Corporation (MPAC) has provided the relative assessment value upon which the apportionment of taxes is based.

A resolution to authorize the amendment to the Tax Roll has been prepared and recommended to you for approval.

Respectfully submitted,



Peter A. Liepa
City Tax Collector

attachment

Recommended for Approval,



W. Freiburger
Commissioner of Finance & Treasurer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
P.O. BOX 580 * CIVIC CENTRE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5290 *FAX: (705) 759-1842

TAX APPORTIONMENT SUMMARY FOR THE 2007 TAX YEAR
Pursuant to Section 356 of the Municipal Act, 2001

Date: March 26,2007
Page: 1 of 2

| | ROLL NUMBER | NAME | CIVIC ADDRESS | PROPERTY DESCRIPTION | ASSESSMENT | TOTAL INTERIM TAXES |
|-------------|----------------|-------------------------------|------------------------|---|---------------------|----------------------|
| FROM | 030-085-043 | Pierman, Barbara In Trust | 1068 Great Northern Rd | Plan H737 Lot 32 Lot 32A RCP RP 1R5097 Part 5 | \$ 54,000 | \$ 562.48 |
| | 030-085-044 | Maitland Lewis Motors Limited | 1116 Great Northern Rd | Plan H737 Lot 33 | \$ 927,000 | \$ 21,662.17 |
| TO | 030-085-043 | Ken Pierman Contracting Inc. | 1032 Great Northern Rd | Plan H737 Lot 32A & Pt Lot 34A RCP | \$ 981,000 | <u>\$ 22,224.65</u> |
| | 030-085-044 | Maitland Lewis Motors Limited | 1116 Great Northern Rd | Plan H737 Lots 32 & 33 RCP & RP 1R5097 Part 5 | \$ 32,500 | \$ 338.53 |
| FROM | 030-070-014 | Home Depot Holdings Inc | 530 Great Northern Rd | Plan H731 Lot 5 Pt Lots 6,7 RP 1R10412 Parts 8,9 Pt Parts 2 & 5 RP 1R11127 Parts 6 to 19 PCL 8859 AWS | \$ 948,500 | \$ 21,886.12 |
| | 030-070-014 | Home Depot Holdings Inc | 530 Great Northern Rd | Plan H731 Pt Lots 5 to 7 RP 1R10412 Parts 8,9 Pt Parts 2 & 5 RP 1R11127 Parts 6 to 11, 16 & 17 | \$ 6,390,000 | <u>\$ 166,607.34</u> |
| | 030-070-014-03 | 3829660 Manitoba Limited | 534 Great Northern Rd | Plan H731 Pt Lots 5 to 6 RP 1R11127 Parts 12 & 15 , 18 & 19 | \$ 206,000 | \$ 3,872.27 |
| | | | | TOTAL | \$ 6,390,000 | \$ 166,607.34 |

(125)

TAX APPORTIONMENT SUMMARY FOR THE 2007 TAX YEAR
Pursuant to Section 356 of the Municipal Act, 2001

Date: March 26,2007
Page: 2 of 2

| | ROLL NUMBER | NAME | CIVIC ADDRESS | PROPERTY DESCRIPTION | ASSESSMENT | TOTAL INTERIM TAXES |
|-------------|----------------|-------------------------------|-------------------|---|----------------------------|-----------------------------------|
| FROM | 060-012-067-05 | Laura Gardens Subdivision Ltd | Cooper St E/S | Plan 5943 Pt Lot 13 RP IR 10213 Part 3 Landlocked | \$ 7,400 | \$ 77.08 |
| | 060-013-035-02 | Sherlock, Darryl | 448 Doncaster Rd | Plan 1M502 Lot 7 PCL 7-1 Sec 1M502 | \$ 145,000 | \$ 1,510.36 |
| | 060-013-035-03 | Roy , Joseph | 452 Doncaster Rd | Plan 1M502 Lot 6 PCL 6-1 Sec 1M502 | \$ 132,000 | \$ 1,374.95 |
| | 060-013-035-04 | Ficociello, Pasquale | 456 Doncaster Rd | Plan 1M502 Lot 5 PCL 5-1 Plan 1M502 | \$ 170,000 | \$ 1,770.77 |
| TO | 060-012035-02 | Sherlock, Darryl | 448 Doncaster Rd | Plan 1M502 Lot 7 Plan 5943 Pt Lot 13 & RP 1R11208 Part 3 | TOTAL \$ 148,200 | \$ 4,733.16 \$ 1,543.69 |
| | 060-013-035-03 | Roy, Joseph | 452 Doncaster Rd | Plan 1M502 Lot 6 Plan 5943 Pt Lot 13 & RP 1R11208 Part 2 | \$ 133,800 | \$ 1,393.69 |
| | 060-013-035-04 | Ficociello, Pasquale | 456 Doncaster Rd | Plan 1M502 Lot 5 Plan 5943 Pt Lot 13 & RP 1R11208 Part 1 | \$ 172,400 | \$ 1,795.76 |
| | | | | TOTAL | \$ 454,400 | \$ 4,733.14 |
| FROM | 060-042-119-08 | Ficmar Builders Inc. | 814 Second Line W | Sec27 RP 1R10987 Parts 5 & 6 Korah Twp | \$ 25,500 | \$ 265.62 |
| TO | 060-042-119-08 | Ficmar Builders Inc. | Second Line W | Sec27 RP 1R10987 Part 6 | TOTAL \$ 25,500 | \$ 265.62 \$ 12,800 |
| | 060-042-119-10 | Greentree, Joseph | 814 Second Line W | Sec27 RP 1R10987 Part 5 | \$ 12,700 | \$ 133.33 |
| | | | | TOTAL | \$ 25,500 | \$ 265.62 \$ 132.29 |

Certified Correct :

P.A. Liepa
City Tax Collector

(S)

SEVERANCE/CONSOLIDATION INFORMATION FORM

| | | | |
|--------------------------------------|----------------------|-----------------|--|
| Appor. Completed by (Val staff name) | Kalev Kommuhaar | Date (YY/MM/DD) | |
| Field Office #/Name | 31 SAULT STE MARIE | COMMENTS: | |
| Municipality | SAULT STE MARIE CITY | | |
| Plan # | SKETCH | | |
| Date Received In LPU (YY/MM/DD) | 06/1/27 | | |
| Date Completed in LPU (YY/MM/DD) | 07/01/09 | | |
| OPA ID # & Name | A201 Cauyan,Dennis | | |
| Block # / MM | 31510 | | |
| DTS Log # (Plan - Others) | 2119212 | | |



FROM:

| ROLL NUMBER | PROPERTY LOCATION | | | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL ROLL VALUE | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES |
|-------------------------------|------------------------|-----------------|--------------------------------|--|----------|-------|------|--------|----------|------------------|-------------|-------------|-------------|-----------------|
| | | | | | Frontage | Depth | Area | U/M | | | \$ value | \$ value | \$ value | |
| 576103008504300 | 1068 GREAT NORTHERN RD | 1092R | | PLAN H737 LOT 32 LOT 32A RCP RP 1R5097 PART 5 | 16.5 | | | 19.3 A | | | | | | rt |
| PIERMAN BARBARA IN TRUST | Owner(s) | Mailing Address | RR 2 STN MAIN | PC 100 | | | | | 2007 | \$54,000 | | | | \$54,000 |
| | | City/Province | GOULAIS RIVER ON | Postal P0S 1E0 | | | | | 2006 | \$54,000 | | | | \$54,000 |
| | | | | | | | | | 2005 | | | | | |
| 576103008504400 | 1116 GREAT NORTHERN RD | | | PLAN H737 LOT 33 RCP | 400.14 | 528 | 4.85 | A | | | ct | cu | | |
| MAITLAND LEWIS MOTORS LIMITED | Owner(s) | Mailing Address | RR 2 1124 GREAT NORTHERN RD | PC 421 | | | | | 2007 | \$927,000 | \$922,365 | \$4,635 | | |
| | | City/Province | SAULT STE MARIE ON | Postal P6A 5K7 | | | | | 2006 | \$1,039,000 | \$1,034,150 | \$4,850 | | |
| | | | | | | | | | 2005 | | | | | |

TO:

| ROLL NUMBER | PROPERTY LOCATION | | | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL APPOR. VALUE | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES | |
|--|-------------------|-----------------|-------------------------------|-------------------|-------------|--------|----------|-------|----------|--------------------|-------------|-------------|-------------|-----------------|----------|
| | Lower | Upper | Qua# | | Street Name | Unit # | Frontage | Depth | Area | | \$ value | \$ value | \$ value | | |
| 576103008504300 | 1032 | | | GREAT NORTHERN RD | | | | | 19.25 | A | | | | rt | |
| KEN PIERMAN CONTRACTING INC PIERMAN KENNETH | Owner(s) | Mailing Address | PO BOX 1014 STN MAIN | | | | | | | | 2007 | \$32,500 | | | \$32,500 |
| | | City/Province | SAULT STE MARIE ON | Postal P6A 5N5 | | | | | | | 2006 | \$32,500 | | | \$32,500 |
| | | | | | | | | | | | 2005 | | | | |
| 576103008504400 | 1116 | | | GREAT NORTHERN RD | | | | | 5.94 | A | | | | rt | |
| MAITLAND LEWIS MOTORS LIMITED | Owner(s) | Mailing Address | 1124 GREAT NORTHERN RD RR2 | | | | | | | | 2007 | \$948,500 | \$922,365 | \$4,635 | \$21,500 |
| | | City/Province | SAULT STE MARIE ON | Postal P6B 5A3 | | | | | | | 2006 | \$1,060,500 | \$1,034,150 | \$4,850 | \$21,500 |
| | | | | | | | | | | | 2005 | | | | |

RECEIVED

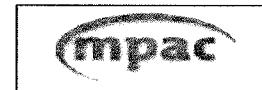
JAN 30 2007

FINANCE DEPARTMENT
TAX & LICENCE DIVISION

(1)2

SEVERANCE/CONSOLIDATION INFORMATION FORM

| | | | |
|--------------------------------------|--------------------------|-----------------|--|
| Appor. Completed by (Val staff name) | Jamie Conroy | Date (07/02/21) | |
| Field Office #/Name | 31 SAULT STE MARIE | COMMENTS: | |
| Municipality | SAULT STE MARIE CITY | | |
| Plan # | 1R11127 | | |
| Date Received in LPU (YY/MM/DD) | 07/01/13 | | |
| Date Completed in LPU (YY/MM/DD) | 07/02/09 | | |
| OPA ID # & Name | A679 Sidiropoulos,Alicia | | |
| Block # / MM | 31512 | | |
| DTS Log # (Plan - Others) | 2146900 | | |



FROM:

| ROLL NUMBER | PROPERTY LOCATION | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL ROLL VALUE | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES |
|-----------------|--|--|----------|-------|---------|-----|----------|------------------|-------------|-------------|-------------|-----------------|
| | | | Frontage | Depth | Area | U/M | | | \$ value | \$ value | \$ value | |
| 576103007001400 | 530 GREAT NORTHERN RD Owner(s) HOME DEPOT HOLDINGS INC | PLAN H731 LOT 5 PT LOTS 6 7 RP 1R10412 PARTS 8 9 PT PARTS 2 AND 5 RP 1R11127 PARTS 6 TO 19 PCL 8859 AWS | 86.02 | | 15.09 A | | | | CT | CU | | |
| | | | | | | | | | 2007 | \$6,390,000 | \$6,033,680 | \$356,320 |
| | | | | | | | | | 2006 | | | |
| | | | | | | | | | 2005 | | | |

TO:

| ROLL NUMBER | PROPERTY LOCATION | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL APPOR. VALU | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES |
|-----------------|---|--|----------|-------|-------|-----|----------|-------------------|-------------|-------------|-------------|-----------------|
| | | | Frontage | Depth | Area | U/M | | | \$ value | \$ value | \$ value | |
| 576103007001400 | 530 GREAT NORTHERN RD Owner(s) HOME DEPOT HOLDINGS INC | PLAN H731 PT LOTS 5 TO 7 RP 1R10412 PARTS 8 9 PT PARTS 2 AND 5 RP 1R11127 PARTS 6 TO 11 16 AND 17 | | | 12.72 | A | | | CT | CU | | |
| | | | | | | | | | 2007 | \$6,184,000 | \$6,034,160 | \$149,840 |
| | | | | | | | | | 2006 | | | |
| | | | | | | | | | 2005 | | | |
| 576103007001403 | 534 GREAT NORTHERN RD Owner(s) 3829660 MANITOBA LIMITED | PLAN H731 PT LOTS 5 TO 6 RP 1R11127 PARTS 12 TO 15 18 AND 19 | 221.40 | | 2.37 | A | | | CX | | | |
| | | | | | | | | | 2007 | \$206,000 | \$206,000 | |
| | | | | | | | | | 2006 | | | |
| | | | | | | | | | 2005 | | | |

*Regular
carrying
adjustment*

RECEIVED

FEB 27 2007

FINANCIAL DEPARTMENT
TAX SOURCE CONTROL

(125)

SEVERANCE/CONSOLIDATION INFORMATION FORM

| | | | |
|--------------------------------------|----------------------|-----------------|--|
| Appor. Completed by (Val staff name) | D. Hawe | Date (YY/MM/DD) | |
| Field Office #/Name | 31 SAULT STE MARIE | COMMENTS: | |
| Municipality | SAULT STE MARIE CITY | | |
| Plan # | 1R11208 | | |
| Date Received In LPU (YY/MM/DD) | 06/11/13 | | |
| Date Completed In LPU (YY/MM/DD) | 06/11/13 | | |
| OPA ID # & Name | A889 | Basin,Sarah | |
| Block # / MM | 31595 | | |
| DTS Log # (Plan - Others) | 2074632 | | |



RECEIVED
FEB 13 2007

FINANCE DEPARTMENT
TAX & LICENCE DIVISION

FROM:

| ROLL NUMBER | PROPERTY LOCATION | | | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL ROLL VALUE | REMARKS / SALES | | |
|-----------------|--|---------------------------------------|-------------------|--|----------|--------|--------|-----|----------|------------------|-----------------|-------------|-------------|
| | | | | | Frontage | Depth | Area | U/M | | | Tax Class 1 | Tax Class 2 | Tax Class 3 |
| 576106001206705 | COOPER ST | E/S | | PLAN 5943 PT LOT 13 RP 1R10213 PART 3 LANDLOCKED | | | 0.26 A | | 2007 | \$7,400 | | | |
| | Owner(s) LAURA GARDENS SUBDIVISION LIMITED | Mailing Address 1085 MCNABB ST | PC 100 | | | | | | 2006 | \$7,400 | | | |
| | | City/Province SAULT STE MARIE ON | Postal P6B 2A1 | | | | | | 2005 | | | | |
| 576106001303502 | 448 DONCASTER RD | | | PLAN 1M502 LOT 7 PCL 7-1 SEC 1M502 | 60.8 | | 0.14 A | | 2007 | \$145,000 | | | |
| | Owner(s) SHERLOCK DARRYL | Mailing Address 448 DONCASTER RD | PC 301 | | | | | | 2006 | \$145,000 | | | |
| | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | | 2005 | | | | |
| 576106001303503 | 452 DONCASTER RD | | | PLAN 1M502 LOT 6 PCL 6-1 SEC IM502 | 60.04 | 101.78 | 0.14 A | | 2007 | \$132,000 | | | |
| | Owner(s) ROY JOSEPH URBAIN ROY SUZANNE MARIE | Mailing Address 452 DONCASTER RD | PC 301 | | | | | | 2006 | \$132,000 | | | |
| | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | | 2005 | | | | |
| 576106001303504 | 456 DONCASTER RD | | | PLAN 1M502 LOT 5 PCL 5-1 SEC 1M502 | 60.04 | 101.71 | 0.14 A | | 2007 | \$170,000 | | | |
| | Owner(s) FICOCIELLO PASQUALE FICOCIELLO ANGELICA | Mailing Address 456 DONCASTER ROAD | PC 301 | | | | | | 2006 | \$170,000 | | | |
| | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | | 2005 | | | | |

TO:

| ROLL NUMBER | PROPERTY LOCATION | | | | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL APPOR. VALUE | REMARKS / SALES | | |
|-----------------|--|---------------------------------------|-----|-------------------------------------|--|----------|-------|----------|-----|----------|--------------------|-----------------|-------------|-------------|
| | Lower | Upper | Qua | Street Name | | Frontage | Depth | Area | U/M | | | Tax Class 1 | Tax Class 2 | Tax Class 3 |
| 576106001303502 | 448 | | | DONCASTER RD | PLAN 1M502 LOT 7 PLAN 5943 PT LOT 13 AND RP 1R11208 PART 3 | 60.75 | | 10019.48 | F | 2007 | \$148,200 | | | |
| | Owner(s) SHERLOCK DARRYL | Mailing Address 448 DONCASTER RD | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | 2006 | \$148,200 | | | |
| 576106001303503 | 452 | | | CONCASTER RD | PLAN 1M502 LOT 6 PLAN 5943 PT LOT 13 AND RP 1R11208 PART 2 | 60.03 | | 10019.48 | F | 2007 | \$133,800 | | | |
| | Owner(s) ROY JOSEPH URBAIN ROY SUZANNE MARIE | Mailing Address 452 DONCASTER RD | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | 2006 | \$133,800 | | | |
| 576106001303504 | 456 | | | DONCASTER RD | PLAN 1M502 LOT 6 PLAN 5943 PT LOT 13 AND RP 1R11208 PART 1 | 60.00 | | 9148.22 | F | 2007 | \$172,400 | | | |
| | Owner(s) FICOCIELLO PASQUALE FICOCIELLO ANGELICA | Mailing Address 456 DONCASTER ROAD | | City/Province SAULT STE MARIE ON | Postal P6C 6G2 | | | | | 2006 | \$172,400 | | | |

5/11

SEVERANCE/CONSOLIDATION INFORMATION FORM

| | | | |
|--------------------------------------|----------------------|---------------------|--|
| Appor. Completed by (Val staff name) | D. Hawn | | |
| Field Office #/Name | 31 SAULT STE MARIE | | |
| Municipality | SAULT STE MARIE CITY | | |
| Plan # | 1R10987 | | |
| Date Received in LPU (YYMMDD) | 06/12/01 | | |
| Date Completed in LPU (YYMMDD) | 07/01/05 | | |
| OPAID # & Name | A879 | Sidiropoulos,Alicia | |
| Block # / MM | 31603 | | |
| DTS Log # (Plan - Others) | 2116168 | | |

COMMENTS:



RECEIVED

FD 13 2007

FINANCIAL DEPARTMENT
TAX & LICENCE DIVISION

FROM:

| ROLL NUMBER | PROPERTY LOCATION | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL ROLL VALUE | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES |
|-----------------|--|---|----------|--------|-------|-----|----------|------------------|-------------|-------------|-------------|-----------------|
| | | | Frontage | Depth | Area | U/M | | | \$ value | \$ value | \$ value | |
| 576106004211908 | 814 SECOND LINE W Owner(s) FICMAR BUILDERS INC | SEC 27 RP 1R10987 PARTS 5 AND 6 KORAH TWP Mailing Address C/O 1178 THIRD LINE W City/Province SAULT STE MARIE ON | 70 | 123.23 | 0.2 A | | | | 2007 | \$25,500 | | |
| | | PC 100 Postal P6A 6K4 | | | | | | | 2006 | \$25,500 | | |
| | | | | | | | | | 2005 | | | |

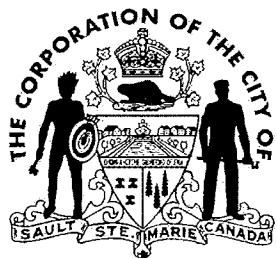
TO:

| ROLL NUMBER | PROPERTY LOCATION | LEGAL DESCRIPTION | ACTUAL | | | | TAX YEAR | TOTAL APPOR. VALUE | Tax Class 1 | Tax Class 2 | Tax Class 3 | REMARKS / SALES | |
|-----------------|--|---|----------|-------|---------|-----|----------|--------------------|-------------|-------------|-------------|-----------------|-------------------------|
| | | | Frontage | Depth | Area | U/M | | | \$ value | \$ value | \$ value | | |
| 576106004211908 | SECOND LINE W Owner(s) FICMAR BUILDERS INC | KORAH PT SEC 27 RP 1R10987 PART 6 Mailing Address C/O 1178 THIRD LINE W City/Province SAULT STE MARIE ON | 35.00 | | 4356.30 | F | | | 2007 | \$12,800 | | | 2006/12 AL10643 1 |
| | | Postal P6A 6K4 | | | | | | | 2006 | \$12,800 | | | |
| | | | | | | | | | 2005 | \$0 | | | |
| 576106004211910 | 814 SECOND LINE W Owner(s) GREENTREE JOSEPH GEORGE GREENTREE MARY ELIZABETH | KORAH PT SEC 27 RP 1R10987 PART 5 Mailing Address 814 SECOUND LINE W City/Province SAULT STE MARIE ON | 35.00 | | 4356.30 | F | | | 2007 | \$12,700 | | | 2006/11 AL10270 134,822 |
| | | Postal P6C 2L3 | | | | | | | 2006 | \$12,700 | | | |
| | | | | | | | | | 2005 | \$0 | | | |

(129)

5(m)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2007 03 26

Mayor John Rowswell
and Members of City Council

**Re: 2006 Honoraria and Expenses -
Mayor & Council and Board & Commission Members**

In accordance with Section 284(1) of The Municipal Act, attached is a Summary of Mayor & Council and Board & Commission Members Honoraria and Expenses paid during 2006.

Respectfully submitted,

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

W. Freiburger, CMA
Commissioner of Finance & Treasurer

WF/kl

attachment

Corporation of the City of Sault Ste. Marie
Finance Department

**Summary of Honoraria and Expenses paid during 2006
for Mayor & Council, Board and Commission Members**

Sec. 284(1) The Municipal Act

By-law 86-134/89-199/87-145/
95-055/01-219

Mayor & Councillors

Mayor

| | | |
|-------------|------------------------|-----------------|
| J. Rowswell | - Honorarium | 56,248.34 |
| | - Car Allowance | 3,980.38 |
| | - Travel - Conferences | <u>5,291.06</u> |
| | | 65,519.78 |

Councillors

| | | |
|--------------|------------------------|-----------------|
| D. Amaroso | - Honorarium | 16,688.00 |
| | - Car Allowance | <u>2,024.66</u> |
| S. Butland | - Honorarium | 18,075.96 |
| | - Car Allowance | 2,210.38 |
| | - Travel - Conferences | <u>2,087.17</u> |
| | | 22,373.51 |
| J. Caicco | - Honorarium | 18,075.96 |
| | - Car Allowance | <u>2,210.38</u> |
| D. Celetti | - Honorarium | 18,075.96 |
| | - Car Allowance | <u>2,210.38</u> |
| J. Collins | - Honorarium | 16,688.00 |
| | - Car Allowance | 2,024.66 |
| | - Travel - Conferences | <u>708.54</u> |
| | | 19,421.20 |
| J. Curran | - Honorarium | 16,688.00 |
| | - Car Allowance | <u>2,024.66</u> |
| N. DelBianco | - Honorarium | 16,688.00 |
| | - Car Allowance | <u>2,024.66</u> |
| F. Fata | - Honorarium | 1,387.96 |
| | - Car Allowance | <u>185.72</u> |
| | | 1,573.68 |

**Summary of Honoraria and Expenses paid during 2006
for Mayor & Council, Board and Commission Members**

| | | | |
|----------------|------------------------|-----------------|-----------|
| O. Grandinetti | - Honorarium | 1,387.96 | |
| | - Car Allowance | <u>185.72</u> | 1,573.68 |
| B. Hayes | - Honorarium | 18,075.96 | |
| | - Car Allowance | <u>2,210.38</u> | 20,286.34 |
| F. Manzo | - Honorarium | 18,075.96 | |
| | - Car Allowance | <u>2,210.38</u> | |
| | - Travel - Conferences | <u>515.12</u> | 20,801.46 |
| P. Mick | - Honorarium | 18,075.96 | |
| | - Car Allowance | <u>2,210.38</u> | |
| | - Travel - Conferences | <u>74.90</u> | 20,361.24 |
| S. Myers | - Honorarium | 1,387.96 | |
| | - Car Allowance | <u>185.72</u> | 1,573.68 |
| T. Sheehan | - Honorarium | 18,075.96 | |
| | - Car Allowance | <u>2,210.38</u> | 20,286.34 |
| L. Tridico | - Honorarium | 1,387.96 | |
| | - Car Allowance | <u>185.72</u> | 1,573.68 |
| L. Turco | - Honorarium | 18,075.96 | |
| | - Car Allowance | <u>2,210.38</u> | |
| | - Travel - Conferences | <u>991.60</u> | |
| | - Executive Mtgs. | <u>5,056.73</u> | 26,334.67 |

Other City Business Travel

| | |
|-----------------------|------------------|
| Mayor J. Rowswell | 15,454.06 |
| Councillor S. Butland | 1,693.39 |
| Councillor F. Manzo | 235.60 |
| Councillor T. Sheehan | 2,306.97 |
| Councillor L. Turco | <u>598.06</u> |
| | <u>20,288.08</u> |

Association of Municipalities of Ontario (AMO)

Councillor L. Turco - Costs paid by AMO 5,934.77

**Summary of Honoraria and Expenses paid during 2006
for Mayor & Council, Board and Commission Members**

| <u>Committee of Adjustment</u> | | By-law 86-134/94-29 |
|--|--------------|---------------------|
| F. Del Bosco | - Honorarium | 989.04 |
| R. Dumanski | - Honorarium | 989.04 |
| L. Girardi | - Honorarium | 874.92 |
| A. Gualazzi | - Honorarium | 989.04 |
| M. Sanzosti | - Honorarium | 1,235.00 |
| <u>Court of Revision</u> | | By-law 86-134 |
| C. Barban | - Honorarium | 75.34 |
| G. Bernardi | - Honorarium | 82.40 |
| L. Robibaro | - Honorarium | 102.42 |
| <u>Historic Sites Board</u> | | No Remuneration |
| | | 0.00 |
| <u>Parks and Recreation Advisory Committee</u> | | By-law 86-134/94-2 |
| J. Bumbacco | - Honorarium | 1,620.00 |
| G. Cavallo | - Honorarium | 1,200.00 |
| J. Chiappetta | - Honorarium | 1,200.00 |
| D. Jones | - Honorarium | 0.00 |
| M. Kontulainen | - Honorarium | 1,620.00 |
| S. Milne | - Honorarium | 1,200.00 |
| J. Myers | - Honorarium | 1,200.00 |
| L. Robibaro | - Honorarium | 1,200.00 |
| S. Romiti | - Honorarium | 1,200.00 |

**Summary of Honoraria and Expenses paid during 2006
for Mayor & Council, Board and Commission Members**

Planning Advisory Committee

Resolution November 6, 1989

| | | |
|----------------|--------------|--------|
| C. Barban | - Honorarium | 41.20 |
| P. Berlingieri | - Honorarium | 0.00 |
| R. Carricato | - Honorarium | 120.00 |
| M. Devuono | - Honorarium | 0.00 |
| N. Disano | - Honorarium | 0.00 |
| R. Glibota | - Honorarium | 0.00 |
| D. Godfrey | - Honorarium | 0.00 |
| T. Henderson | - Honorarium | 68.28 |

Police Services Board

By-law 86-134

| | | |
|----------------|--------------|----------|
| C. Bruno | - Honorarium | 1,346.23 |
| Judge J. Greco | - Honorarium | 1,784.12 |
| R. Ten Brinke | - Honorarium | 1,799.98 |
| I. MacKenzie | - Honorarium | 1,784.12 |

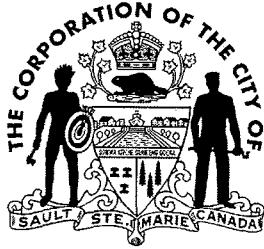
Residential Standards

By-law 86-134

| | | |
|--------------------|--------------|-------|
| C. Barban | - Honorarium | 75.34 |
| G. Bernardi | - Honorarium | 34.13 |
| J. Rivers-Eshkibok | - Honorarium | 0.00 |

5(n)

SCOTT McLELLAN
Manager of Budgets and Revenue
Finance Department



March 26, 2007

Mayor John Rowswell
and Members of City Council

RE: 2007 Budget – Public Input Meeting

The Finance Department held a Public Input Session for the 2007 Budget on Tuesday, March 13, 2007. Including members of the local media, there were eleven (11) people in attendance.

Attached for your information is a summary of topics discussed, input forms submitted to the City at the meeting as well as all E-mail received from the City's E-mail box Budgetinput2007@cityssm.on.ca .

This is provided for the information of Council .

Respectfully submitted,

A handwritten signature in black ink that reads "Scott McLellan".

S. McLellan
Manager of
Budgets and Revenue

PUBLIC INPUT SESSION

MARCH 13, 2007-03-14

RUSS RAMSAY ROOM, CIVIC CENTRE

Public Comments

- Concern over police/fire experience pay. Would other municipal employees ask for this compensation.
- Concern over MPAC services. Could the City provide assessment services?.
- The City should consider reducing expenditures.
- The need for an EDF fund should be reviewed.
- Is the Steelback Centre making a profit.
- Leave the bricks on Bruce Street.
- Concern over the cost of social housing
- Is there enough revenue from operations to fund the replacement of the gas tanks at the Pine Street Marina.
- The City should install traffic lights on Northern Avenue.
- Review funding for the Innovation Centre.

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

When times become financially difficult then its time to tighten belts!!! Adjust spending to reflect incomes.

SSM has taken several slaps on the neck recently, no need to list them.

Review carefully ALL those groups seeking handouts from the City. Don't support Searchmont Ski, if a business can't make it on its own, tough! The cost benefit has not been there. Cross country ski did not and does not need taxpayer support. When STAR operated Hiawatha, it was very viable. When STAR disbanded, all equipment and \$25,000 CLEAR monies were handed over to Soo Finnish Nordic. They did not need \$7,500 from the City!

A review, as mentioned, to tighten up handouts is badly needed. Too many are coming forward for free cash. All groups believe their cause is best and deserves help. If they can't make it on their own, the taxpayers shouldn't keep bailing them out.

A review of cost/benefit of various departments of the City is in order. I don't believe we're getting value of the Tourism Department, eg. the Ontario Tourism publication for travel had very little about SSM.

I have no problems in maintenance and upgrades of infrastructure, keep up the good work.

Overall, a good budget presentation. Well done.

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

I think there should be a fair share on paying taxes. I am overcharged on property taxes. I do not think it is appropriate to increase property taxes to get more money for the budget 2007. The City should have a clear financial statement from every department. Also get back money that is given away. Only the middle class is paying taxes because people that have too many properties do not pay much.

The downtown is still in recession. It looks like a ghost town.

The City is in "crisis" - need to get together everybody to solve this. In addition, expenditures should decrease. It is not clear in what is spent the money from taxpayers. It is a careless handling of the money. The economy in the City still is slow and any improvement is expected for 10 years. It is too late. Other cities grow faster. Young people will move out to other cities.

Still, it is a overpay on interest because of the long debt.

I hope the City gets back the money from Steelback Centre (hockey), Searchmont Resort, etc.

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

Bruce Street pavement was good for 100 years. Sure it is a little bumpy, but not as bad as potholes.

It has proven to be the best kind of pavement even lasting because it can breathe while asphalt cannot. If there is a crack, water will seep under the asphalt and is trapped. The result is a pothole after frost.

North Bay has the whole main street paved with paving stones and the Mayor said there are no problems with it. This pavement is a monument of our heritage and perhaps a plaque should be erected to remind the public of this.

E:Mail your Comments to : www.city.sault-ste-marie.on.ca
budgetinput2007@cityssm.on.ca

5(n)

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

1. Make every effort to cut waste of tax dollars.
2. Enforce existing laws on procurements.
3. All procurements must be made without advantaging any individual vendors.
4. All taxpayers must have an "equal opportunity" to bid and submit tenders.
5. All requests for procurement must have 2 or more tenders before a procurement can be made.
6. All procurements must have an unconditional "or equal" clause.
7. Removed due to personnel issues

E:Mail your Comments to : www.city.sault-ste-marie.on.ca
budgetinput2007@cityssm.on.ca

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

Northern Avenue Signal Light:

- traffic warranted the installation of a light - report from Public Works & Transportation
- concerned citizens - 277A Northern Avenue, disabled folk/seniors/Alexander Henry students
- heavy commercial zone - Zellers Plaza, Pee Wee Arena, Knights of Columbus
- sale to Sleepy's Mattress, Dollar Store
- Insurance/liability concerns - subsequent traffic accidents
- would recommend action

- worry about pandaris box of "experience pay"

- MPAC - strong recommendation to clean up their act - make a concern for election issue in the fall.

E:Mail your Comments to : www.city.sault-ste-marie.on.ca
budgetinput2007@cityssm.on.ca

5(n)

2007 Budget - Public Input Session

March 13, 2007

Your Comments :

- Received a call Wednesday morning - questioning the amount of funding for the Innovation Centre and the value received for the funding provided. Caller wanted to know how many jobs actually been created.

E:Mail your Comments to : www.city.sault-ste-marie.on.ca
budgetinput2007@cityssm.on.ca

5(n)

Scott McLellan

From: [REDACTED]
Sent: March 11, 2007 13:12
To: budgetinput2006
Subject: Budget 2007

Dear City Council,

My wife and I reside at [REDACTED] Texas Ave in what I would describe as a modest but comfortable house. Size wise it is somewhere between 1200 and 1300 square feet.

In the year 2005 MPAC assessed the value of our house to be \$112,000.00. The municipal taxes for that year were \$2,277.98.

In 2006 the assessment from MPAC went up to \$137,000.00, an increase of 22.32%. There were no improvements made to the house. The notice from MPAC indicated that the average residential increase in the City was 3.77%.

In 2006 our municipal taxes increased to \$2,854.05, an increase of just over 25%.

Like a lot of the residents of this City we are pensioners. I consider myself to be lucky enough to have an indexed pension, unlike a lot of other residents who do not.

We realize that tax increases are a necessity to keep the City operating, but feel that the annual increase should not be over The National Rate Of Inflation.

During the past few years we have noticed that several Municipal Councils in the Province have contacted The Provincial Government questioning the practices of MPAC. The City Council of Sault Ste. Marie seemed to have remained silent about this problem. We feel that some pressure must be put on the Provincial Government to remedy the problems at MPAC.

Regarding the large assessment and tax increases in 2006 we know of several others who had similar increases.

Thank you,

[REDACTED]
[REDACTED] Texas Ave
Sault Ste. Marie, ON
P6A [REDACTED]

5(n)

Scott McLellan

From: [REDACTED]
Sent: March 14, 2007 09:07
To: budgetinput2006
Subject: Budget 2007

Hi there,

I have a concern with regards to the large amount of core funding that is going to the innovation centre. Firstly, as they are using taxpayer funds, where are the reports that they should be submitting to illustrate what exactly is being done with the funds. Secondly, where is the accountability and have they demonstrated an action plan whereby they will be self sufficient. At what point will they be self sufficient and in this case, there is no evidence of job creation. According to the principles of accounting, there are two items that should be considered in the deliberation of the dissemination of funds to the innovation centre and these are efficiency and effectiveness. Simply put, the amount of jobs that have been created as a result of these funds are neither efficient nor effective.

If you have any questions, feel free to contact me at (705) [REDACTED]

Yours truly,

5(n)

Scott McLellan

From: [REDACTED]
Sent: March 14, 2007 09:23
To: budgetinput2006
Subject: Budget 2007

Good Day:

I would like to express my complete displeasure pertaining to the request again of the Innovation Centre for a large sum of money for the operating costs! I believe this is either the 3rd or 4th year that our tax dollars have given to this business. The large sums of money to help them in becoming a self sustainable business. ENOUGH IS ENOUGH! They have had more than sufficient time to look for other funding dollars, do sales, all that every other business in this community has to do. What makes them so special in comparison to any other local business trying to create employment in our city! I have had it!!!! I would like to know where the public can see the reports that they must provide monthly or every few months stating their activities and what they are doing with this large sum of money. Is this covering salaries of two of the management team?

I say no more. Time to work on your own and search out the business that should have by now been creating the dollars needed to generate the operations and salaries of The Innovation Centre!

Scott McLellan

From: ~~teralapage.House.ofCommons.ca~~
Sent: March 14, 2007 16:17
To: budgetinput2006
Subject: Budget 2007

I am a 26 year old supply teacher living in Sault Ste. Marie. I returned home two years ago after living in various cities in Southern and Northern Ontario. I have admired many of the qualities these cities have, like Guelph and Ottawa, but they aren't home. That being said, I am disappointed in the quality of life Sault Ste. Marie has to offer. Although since my return to the Sault I have noticed economic gains- some good, some not so good. This is not enough for me to stay here. Socially and culturally speaking the Sault is lacking. As a younger member of this community, I feel as though the City of Sault Ste. Marie needs to develop a youth social strategy. My needs are not being met, and the needs of the individuals ages 14-21 are definitely not being met. Why don't they have a Skatepark? The formula of youth raising \$100 000 needs to be redeveloped. There is very little for youth to do here. They have no places to go after 9 pm and they are leaving for university, with little hope of returning once they are done.

During budget, I strongly believe the City of Sault Ste. Marie needs to take on the task of developing a Civic Youth Strategy and hire a Youth Social Development Coordinator.

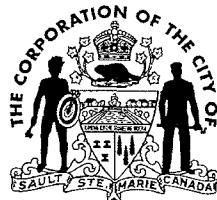
Sincerely,

[REDACTED] Ward 3

One Care: free Trial Version Today!

5(0)

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

March 19, 2007

TO: Mayor John Rowswell and Members of City Council

RE: Landfill Scale, Recycling & Hazardous Material Software Replacement

Overview

After careful analysis of the current Weigh Scale Software running at the Landfill, a number of deficiencies have been identified hindering the daily operations and the needed integration with the Corporate Financial Systems. The current system (Advanced Weighing Systems) deficiencies are as follows;

- Ability for the system to automatically read two scales and allow for manual ticket entry without leaving the current users screen. The current system requires that the user log off and log in as Administrator to manually enter a ticket. This disrupts the process flow.
- The current system is a single user Access based system not a multi-user SQL based system. SQL functionality will allow for integration (sharing of information in the form of import files) with our Financial Systems which currently is processed manually causing duplication of work and the potential for data entry errors.
- The current software does not allow for easy "ticket voiding" from within the main entry screen. Ticket voiding is done through a separate screen by logging into the Administrator account. Once again this disrupts process flow.
- The current system is developed by a USA based company. Compliance with Canadian/Provincial taxes and regulations is always a challenge.
- Complete Corporate Reporting for internal use and provincial compliance is currently very difficult and requires additional software packages to complete the final reports. Landfill requires centralized reporting in order to eliminate duplicate data entry in multiple systems to obtain timely reports.
- The current system does not support handling/recording of Hazardous Waste Material and Recycling Material.

Another major deficiency with the current Advanced Weighing System is the ability to share information with the City's refuse contractor, Green Circle Environment. Green Circle Environment utilises Trux's "Haul-It" and "Weigh-It" system. The City's Hazardous Waste Division requires a tight integration with Green's Circle's software system in order to obtain the information required to perform it's reporting to the government.

Information Technology Division, along with staff from Public Works & Transportation, have evaluated a replacement software system from a Canadian based firm called Trux. The Trux's "Weigh-It" solution addresses all the deficiencies outlined above and is the identical software system utilized by the City's refuse contractor.

Budget

Funding for this project will come from the Waste Disposal Site Reserve. The project is estimates to cost \$20,000.00

Recommendation

That approval is given by City Council for the purchase of Trux "Weigh-IT" software solution.

Frank Coccimiglio

Manager, Information Technology Division

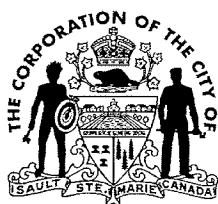
W. Freiburger

Commissioner of Finance and Treasurer

Approved By: William Freiburger, Commissioner of Finance/Treasurer
Pat Mcauley, Commissioner of Public Works & Transportation

5(p)

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

March 21, 2007

TO: Mayor John Rowswell and Members of City Council

RE: Immigration Portal, Contracts with Ministry of Citizenship and Immigration.

Overview

At the last council meeting held on March 12th 2007, Council gave its approval for the City to proceed with the Ministry of Citizenship and Immigration on the development of an Immigration Portal. The Ministry has drafted the supporting contracts for the *Municipal Immigration Information Online Program* for your consideration. The contract expires March 31, 2009, after which, it is understood that the portal will be sustained by the City for the term of Council. The agreement sets out that the province will provide the City with funding in the amount of \$300,000.00 to enable the City to establish and maintain the Immigration Portal.

Recommendation

Attached this evening are the agreements outlining the legal agreement confirming the funding deliverables for the Project and the City's performance commitments for the development of the Immigration Portal. Also attached is the necessary by-law for the execution of the agreements.

We ask that Council execute the attached agreements and pass the necessary by-law.

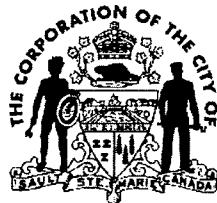
Frank Coccimiglio

A handwritten signature in black ink, appearing to read "Frank F. Coccimiglio".

Manager, Information Technology Division

5(q)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2007 03 26

Mayor John Rowswell
and Members of City Council

Funding Agreement with the Province for Meetings on Celebrating the War of 1812 Bicentennial

Recently the Ontario Government coordinated a meeting to commence planning for the commemoration & celebration by Ontario and its municipalities for the bicentennial of the War of 1812.

One of the items coming from that meeting was a request from the Province for the City to enter into an agreement whereby the Province can flow money through the City for the development of a draft strategy, by the municipality and the regional partners, for the commemoration and celebration of the War of 1812. The amount of the money to be flowed to the City is \$8000.00, and is to be used for the War of 1812 Bicentennial planning purposes. The Province requires a by-law or resolution of Council to enter into the agreement.

A copy of the agreement and the by-law authorizing the agreement are found elsewhere in your agenda.

Recommendation

It is recommended that Council approve the agreement with the Province of Ontario for funding from the Province, in the amount of \$8,000.00, to be used for the War of 1812 Bicentennial planning purposes.

Respectfully submitted,

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

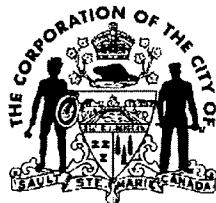
Nicholas J. Apostle
Commissioner Community Services

jb/council/war of 1812 funding agreement march 26

cc: L. Bottos, City Solicitor

5(r)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2007 03 26

Mayor John Rowswell
and Members of City Council

2007 Cultural Financial Assistance Grants

Each year City Council graciously allots \$53,900.00 for Financial Assistance Grants to the cultural community. The Cultural Advisory Board evaluates the applications against the criteria in the City's Cultural Policy and makes a recommendation to Council for the distribution of the grant funds.

The members of the Cultural Advisory Board met on February 27, 2007, reviewed the applications for the Financial Assistance Grants for the year 2007, and passed the following resolution:

Moved by: K. Seidemann
Seconded by: Dr. Oktaba

"Resolved that the Members of the Cultural Advisory Board recommend to City Council the awarding of the following grants under the Cultural Financial Assistance Program for 2007." CARRIED

| ORGANIZATION | 2005 AWARD | 2006 AWARD | 2007 REQUEST | 2007 AWARD RECOMMENDED |
|--|---------------|---------------|-----------------|---|
| Algoma Arts Festival Association | \$10,000.00 | \$11,750.00 | \$15,000.00 | \$11,750.00 Contingent upon providing 2006 Audited Financial Statement |
| Algoma Conservatory of Music | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 Contingent upon providing 2006 Audited Financial Statement |
| Art Gallery of Algoma | \$6,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Arts Council of S.S.M. & District | \$13,000.00 | \$11,750.00 | \$15,000.00 | \$11,750.00 |
| Echo Drum Festival of Sault Ste. Marie | NO REQUEST | \$1,400.00 | \$2,500.00 | \$1,900.00 |

continued . . .

| | | | | |
|---|--------------------|--------------------|--------------------------|--|
| Rotary Club of Sault Ste. Marie | NO REQUEST | NO REQUEST | \$3,000.00 | \$3,000.00 |
| Sault Symphony Orchestra | \$5,000.00 | \$5,000.00 | \$8,000.00 | \$5,000.00 |
| Sault Theatre Workshop | \$3,900.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| Shadows of the Mind Film Festival | \$5,000.00 | \$5,000.00 | \$7,000.00 | \$6,500.00 |
| Algoma Conservatory Advanced Choir | NO REQUEST | NO REQUEST | \$25,000.00 | No Awarded by City Council |
| Lisa M. Vezeau-Allen, Writer | NO REQUEST | NO REQUEST | \$8,280.00 | No Withdrew Application |
| Sault Jazz & Blues Festival | NO REQUEST | NO AWARD | \$10,000.00 | No Referred to Tourism Sault Ste. Marie |
| Sault Ste. Marie Museum | NO REQUEST | \$5,000.00 | NO REQUEST | No NO REQUEST |
| The Guglielmo Marconi Society of Sault Ste. Marie | NO REQUEST | NO REQUEST | \$3,000.00 | No Did not meet criteria |
| The Wild Turkeys | NO REQUEST | NO REQUEST | \$5,000.00 \$7,000.00 | No Did not meet criteria |
| Unity & Diversity Sault Ste. Marie | NO REQUEST | NO REQUEST | \$800.00 | No Did not meet criteria |
| Webb Surround | NO REQUEST | NO REQUEST | \$11,556.10 | No Did not meet criteria |
| TOTAL | \$53,900.00 | \$53,900.00 | \$130,136.10 | \$53,900.00 |

Recommendation

It is therefore recommended that City Council approve the recommendation of the Cultural Advisory Board for the 2007 Cultural Financial Assistance Grants as outlined above.

Nicholas J. Apostle
 Commissioner Community Services Department
 on behalf of the Cultural Advisory Board

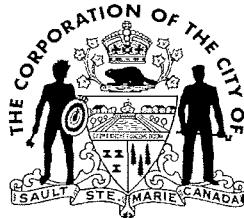
jb/rec cult/cab/council report re grants 2007

cc: Members Cultural Advisory Board

5(s)

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 03 26

Mayor John Rowswell
Members of Council

**Re: East End Wastewater Treatment Plant
Substantial Completion**

The Engineering Department and the Consulting Engineer agree that the contractor has reached substantial completion for this project. However, given the issues that surfaced during commissioning of the odour control system over the past 4 months, we are not confident that it works in cold weather.

The present configuration of the odour control system is based on approved changes requested by the contractor. Approval was given by the consultant and the city after an engineering review confirmed that the change would not effect the original design intent. Further, a written guarantee was provided by the contractor that if the altered system did not work, he will provide a cover for the biofilter and a 22-meter stack for dispersion of the exhaust. The contractor has expended considerable effort implementing changes to the heating and humidification systems to ensure the biofilter receives the required 10 to 12 degree Celsius and 95% humidity for proper operation. Recent warmer weather has significantly reduced the problem. While the contractor can continue to implement humidification/heating solutions, we will not know if they will be successful until the cold temperatures return next winter.

We believe our only choice is to instruct the contractor to insulate the ductwork, cover the biofilter and construct the stack now in accordance with the guarantee. Our consultant advises that engineering modeling of the system confirms that odour emissions will be at acceptable levels at the property line. This work could take as long as four months. It is our intention to holdback \$1.0M for this work, over and above the 1-year guarantee holdback of \$600,000 as security for the biofilter guarantee. We suggest the date of substantial completion be set at March 30, 2007. After the 45-day statutory lien period, we will release 10% statutory holdback in accordance with the Construction Lien Act.

We intend to issue substantial performance on March 30th, conditional upon the contractor agreeing to construct the cover and stack, otherwise we consider the project not substantially complete. The alternative of withholding substantial completion until the odour control system is proven in cold weather would make it very difficult, as it would delay the start of the 1-year guarantee period.

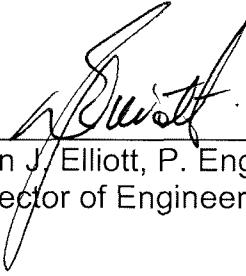
5(s)

On March 14, 2007, the Ministry of the Environment issued an order to the City, PUC, the contractor and the consultant to report on the causes of the off-property odours, and options to correct them. We will report to the MOE in accordance with the April 2nd deadline and provide subsequent reports as new information is available.

It is recommended that Council endorse the date of March 30, 2007 for substantial completion, provided the contractor agrees to constructing the cover and stack. The statutory holdback will be released in accordance with the Construction Lien Act. In addition to the \$600,000 guarantee holdback, \$1.0M will be held for additional work on the odour control system until it is complete.

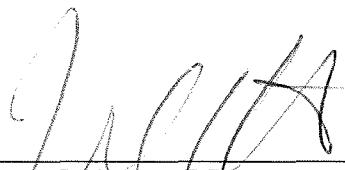
Respectfully submitted,

Recommended for Approval:



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

/bb



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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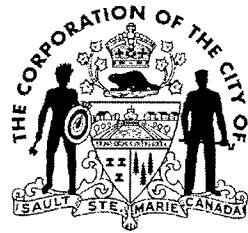
5(1)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY

ASSISTANT CITY SOLICITOR

P.4.6.366



LEGAL
DEPARTMENT

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2007 03 26

SUBJECT: Proposed Sale of 1776 Carpin Beach Road
Carpin Beach Gravel Pit

On October 16th, 2006, City Council had before it my report recommending the sale of the licenced gravel pit located at 1776 Carpin Beach Road to Prpich Forestry & Construction Ltd.. Council accepted my recommendation and agreed to sell the gravel pit to Prpich subject to working out details concerning access to the property. Verbal arrangements as to access have worked well over the years. However I think it is now time to reduce to writing the access rights.

Over the years access to the gravel pit was taken over a neighbouring property to the south and access to the property to the west and north of the City gravel pit was taken over City property.

Legal Department along with Public Works and Transportation will be trying to sort out the access issues. Once this issue has been addressed we will put the property up for sale again. Therefore I have returned to Prpich Forestry its deposit cheque which accompanied its sealed Offer as providing legal access was a condition of the purchase.

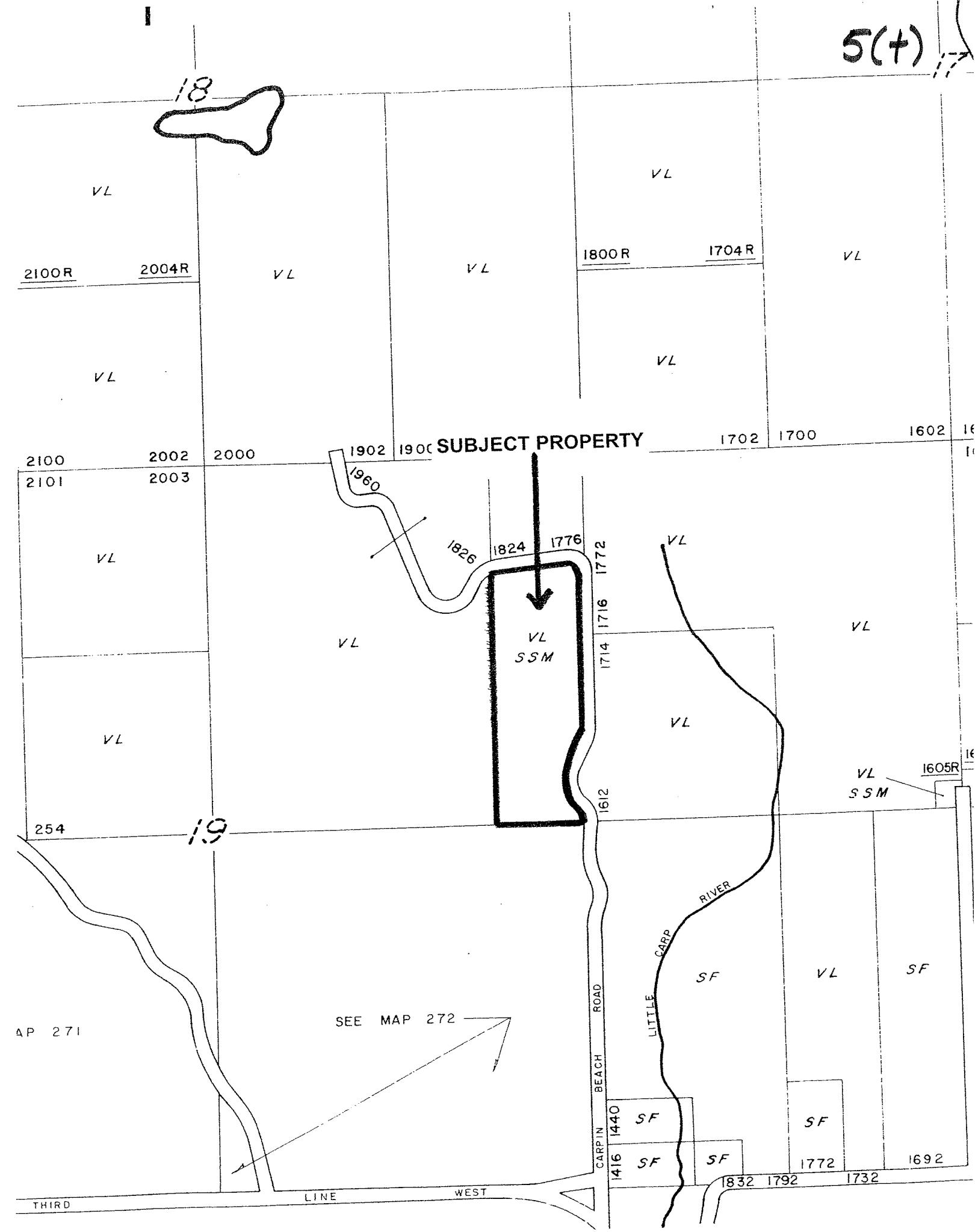
Accordingly then I will report back to City Council once the access issue has been resolved.

Yours truly,

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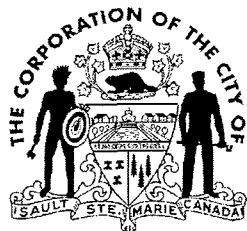
Lorie A. Bottos
City Solicitor
LAB:bb
Attachm't

5(+)



LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

A.3.5

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2007 03 26

SUBJECT: Snow Storage on Adjacent Properties

On March 12th, 2007 the following resolution appeared on Council's agenda.

"Whereas from time to time significant amounts of snow from plowing operations is stored on property; and

Whereas dependent upon the amount of snow stored and the proximity to an adjacent property owner, the Spring melt may very well cause flooding damage to an adjacent property; and

Whereas property damage resulting from flooding may result in not only lost income but also expensive civil claims;

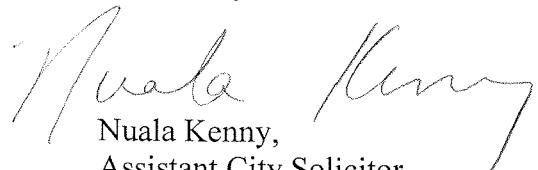
Now therefore be it resolved that City Council request staff to develop a by-law restricting significant amounts of snow from plowing operations from being stored within close proximity to an adjacent property and report back to Council."

Councillor Hayes was hopeful that the Legal Department could have a by-law on Council relating to this matter tonight. However it is important that I conduct the proper research on this matter in order to ensure that a by-law of this nature will be legal, reasonable and enforceable. I would like to take some time to contact my counterparts in other Northern Ontario communities. Furthermore I would like to give some serious review to the Municipal Act and Council's authority to pass a by-law limiting snow storage on properties in view of potential flooding concerns. Also it is important for the City to consider what impact such a by-law would have on the City's snow dump areas.

5(u)

Accordingly the Legal Department will report back to City Council once this research has been completed.

Yours truly,


Nuala Kenny,
Assistant City Solicitor
NK:bb

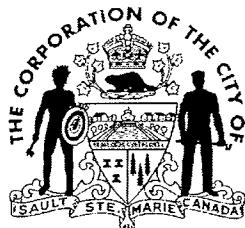
Approved by,


Lorie Bottos
City Solicitor

5(v)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. C.4.2

REPORT TO: **Mayor John Rowswell
and Members of Council**

FROM: **Lorie Bottos
City Solicitor**

DATE: **2007 03 26**

RE: **City Renewal of the Continuous Safety Services Agreement with
the Electrical Safety Authority**

Since early 1999 the City has had agreements in place with the Electrical Safety Authority for inspection of City buildings and facilities. The Electrical Safety Authority is an inspection branch of what was Ontario Hydro.

What the Continuous Safety Authority Service program provides for is inspection of City facilities by the Electrical Safety Authority. The inspections highlight for the City possible electrical problems. City staff can then fix those problems before they cause any serious injury. The program also provides inspections for other City installations such as traffic lights and electrical wiring in pumping stations. The capital works amount is a credit against electrical permits obtained by the City for the year. City staff has found the program worthwhile in the years that the City has been involved in the program.

Cost of the program – Continuous Safety Services consists of different components for the year April 1st, 2007 to March 31, 2008:

| | |
|----------------------------|-------------------|
| Inspection charges: | \$27,282.00 |
| Training charges (15 hrs.) | \$7,690.00 |
| Capitol Works | \$3,000.00 |
| GST: | <u>\$2,448.04</u> |
| Total Cost | \$40,420.04 |

On this evening's Council agenda is By-law 2007-44 which is recommended.

Yours truly

A handwritten signature in black ink that reads "Lorie Bottos".

Lorie Bottos
City Solicitor

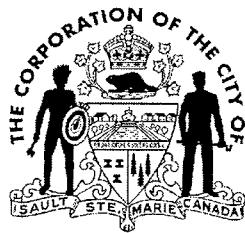
LAB/np

cc: Mr. Roy Dewar, Health and Safety Manager

5(w)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.: L-323

Report to: Mayor John Rowswell and
Members of Council

Report From: Lorie Bottos, City Solicitor

Date: 2007 03 26

Re: Air Quality Monitoring on City Property

The Ministry of the Environment has requested renewals of 2 Licenses of Occupation it has with the City for air quality monitoring devices on various City-owned property. The properties that will be monitored are 710 Young Street and 215 Pittsburg Street. These monitoring devices are approximately 10' X 10'. The maintenance, repair and upkeep of these monitoring devices fall to the Ministry of the Environment. The licenses expired on November 30, 2006.

These 2 Licenses of Occupation were originally authorized by By-law 2005-155. No compensation is paid to the City to locate these devices on City property. Pat McAuley, Randy Travaglini and Susan Hamilton-Beach have been consulted. They have no problem with these devices staying in place for another 2 years.

By-law 2007-53 which appears on your agenda this evening is recommended for Council's approval.

Yours truly

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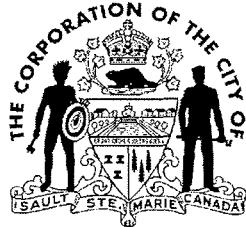
Lorie Bottos
City Solicitor

LAB/np

5(x)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

Zoning File 2007-50

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2007 03 26

SUBJECT: Zoning Application A-23-06-Z – Gerald Odber
2675 Base Line - to Permit the Parking of 5 Commercial
Vehicles in a Rural Area Zone

For the benefit of the new members of Council, Planning Application A-23-06-Z was approved by Council on October 16th, 2006. The approval was subject to the applicant resolving outstanding building permit issues. Those issues have now been resolved.

By-law 2007-50 appears in your by-law agenda elsewhere on your agenda and is recommended for approval. It is the zoning by-law implementing Council's October 16th decision.

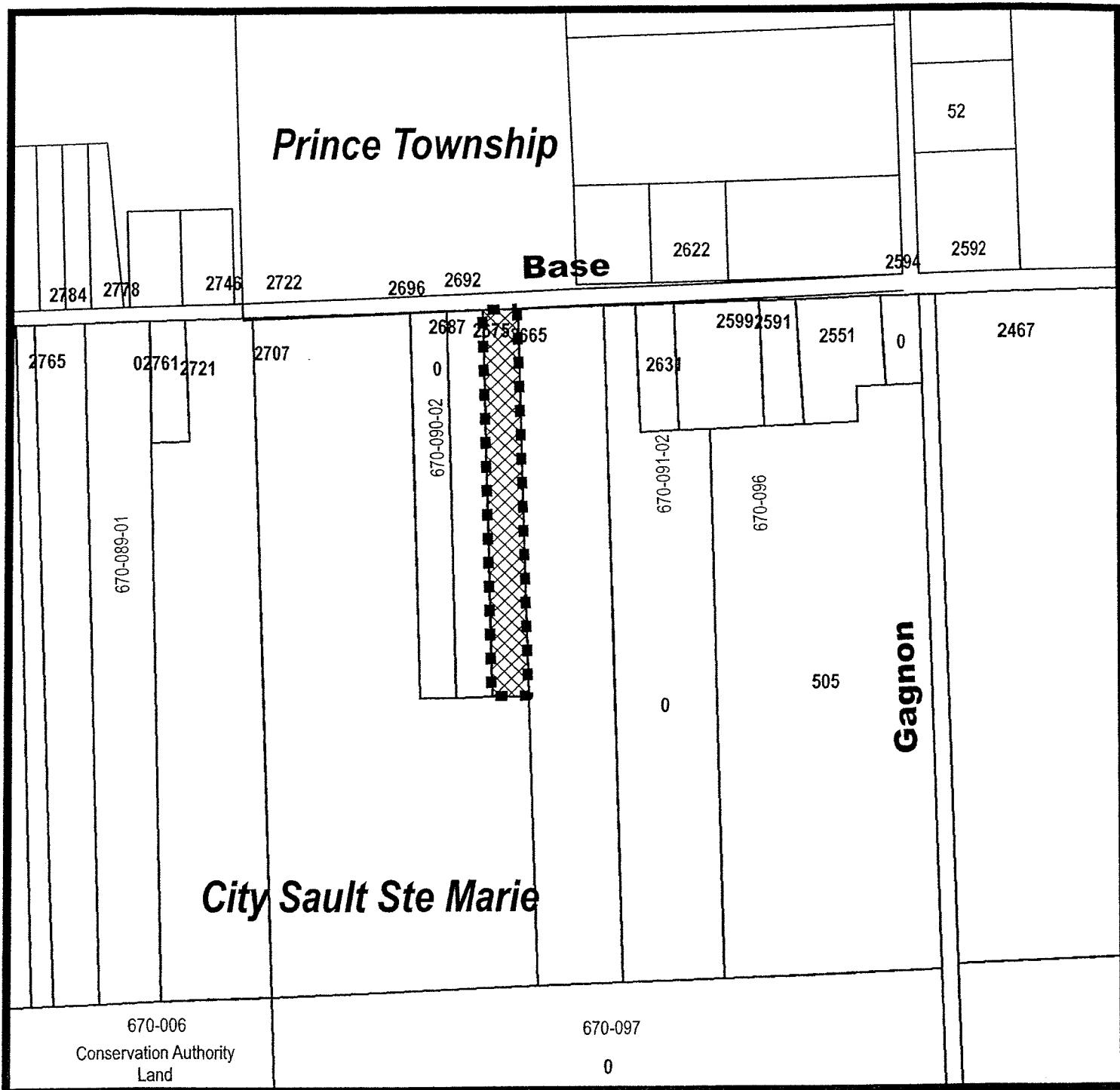
Yours truly,

A handwritten signature in black ink, appearing to read "Lorie Bottos".

Lorie A. Bottos
City Solicitor

LAB:bb
Attachment
c.c. Peter Tonazzo

5(x)



Subject Land

2675 Base Line

Map 2-17



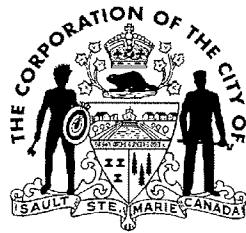
Metric Scale

1 : 7000

5(y)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

P.4.6.381

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2007 03 26

RE: Sale of 99 and Part of 69 Industrial Court B in the Industrial Park

Attached to this report is a letter to me from Mr. Greg Whalen of Commercial Realty on behalf of his client, Keith Avery. Mr. Whalen's letter sets out the request of his client. A plan showing the property in question is also attached.

As council will see the price per acre being offered by Keith Avery is below the \$35,000 per acre which the City normally demands for Industrial Park land. However Mr. Avery will incur substantial costs in filling in the ravine lands. Approvals must be obtained from the Conservation Authority for the filling in of the ravine lands.

The usual covenants for the sale of Industrial Park lands would apply by including in the deed transferring the property to Mr. Avery a requirement that a building be built within 1 year of the registration of the deed and a restriction on the sale of any vacant land for two years at a price above that paid for it by Mr. Avery.

I am prepared to recommend the sale of approximately 2.98 acres as set out in Mr. Whalen's letter with Mr. Avery acquiring 99 Industrial Court B now and an option on acquiring 69 Industrial Court B if and when that parcel becomes available.

Bylaw 2007-56 appears on your agenda this evening and is recommended for your approval.

Yours truly,

A handwritten signature in black ink, appearing to read "Lorie Bottos".

Lorie A. Bottos
City Solicitor
LAB:bb
Attachment
c.c. John Febbraro, Director, Industrial Marketing

5(y)



March 21, 2007

City of Sault Ste. Marie
Civic Centre
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Attention: Mr. Lori Bottos, City Solicitor

RE: 99 & part of 69 Industrial Court B, Sault Ste. Marie

Dear Mr. Bottos:

Mr. Keith Avery's company wishes to purchase the vacant land located in the city's industrial park which is owned by the City of Sault Ste. Marie. The subject property is 99 Industrial Court B and totals 2.98 acres and enclosed is an executed agreement of purchase and sale.

Mr. Avery is also requesting the city to sever off part of civic address 69 Industrial Court B and rezone same to M2 as outlined in yellow on the drawing (approximately 1.3 acres) and he will purchase this parcel as soon as possible once the necessary approvals, reference plan and zoning changes are in place. Mr. Avery is aware of the possibility that he may not be able to purchase 69 Industrial Court B and is willing to proceed with the purchase of 99 Industrial Court B as soon as possible. Mr. Avery is requesting the first option to purchase 69 Industrial Court B if and when it becomes available.

Mr. Avery wishes to relocate his construction company, fuel company and Greywall Coatings company in a new 15,000 square foot building to be constructed this year. He indicated that the relocation would result in an increase in his work force by three additional employees.

Mr. John Febbraro from the local Economic Development Corporation was most helpful in providing the necessary information and facilitating the process.

5(y)

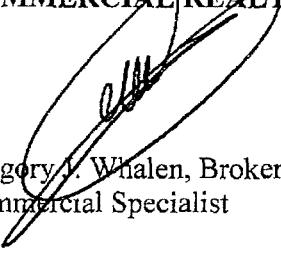
You will note that the offer is \$25,000.00 per acre and the city's asking price is \$35,000.00 per acre. The reason for the lower offer is due to the large ravine present and the low elevation of property in relation to the existing road elevation. Mr. Avery will incur substantial costs to remedy the low elevation and the fact that the large ravine is not useable. Therefore 2.98 acres times \$25,000.00 per acre equals \$74,500.00 which is the amount of the offer.

Please review and respond to the enclosed agreement.

We thank you for your assistance in this matter.

Yours truly,

COMMERCIAL REALTY SAULT LIMITED


Gregory J. Whalen, Broker of Record
Commercial Specialist

Attachments 2

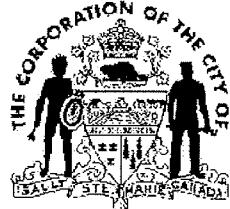
5(y)

69 & 99 Industrial Court 'B' Overview



6(7)(a)

Randall Roy
Waste Diversion
Supervisor



Public Works &
Transportation
Department

2007 03 26

Mayor J. Rowswell
and Members of City Council
Civic Centre

**SUBJECT: MUNICIPALITIES OF ALGOMA
USE OF HOUSEHOLD SPECIAL WASTE FACILITY**

The purpose of this report is to update Council on the status of the Household Special Waste agreements with the surrounding municipalities and to recommend the extension of the existing agreements for 2007.

Discussion

On January 10th 2005, staff met with many of the outlying municipalities to discuss their use of the City's Household Special Waste Facility. The City requested that the municipalities agree to share equally in the cost of operating the facility on a per household basis. The majority of municipalities have signed agreements with the City and have used the services of the Household Special Waste Facility. Most of these agreements will expire in 2007.

The provincial government has mandated Household Special Waste under the Waste Diversion Act. Under the current program the municipality incurs all costs associated with the Household Special Waste program. It is anticipated that the new program will require the municipality to collect the designated products and the product stewards will be required to manage shipping and disposal of the products, at their cost. This will mean savings of approximately \$75,000 annually for our facility in Sault Ste Marie. It is estimated that the new program will take effect in November of 2007. The City needs to work with the surrounding municipalities to ensure a smooth transition to the new system. Costs and fees will have to be re-evaluated in the coming year to ensure a fair system remains in place. In order to allow the Ministry program to come into effect, the existing agreements that expire in 2007 need to be extended to give us the flexibility to renegotiate long term contracts, once the province has finalized their program.

Recommendation

It is recommended that Council extend the existing agreements with the outlying municipalities for one year at the current price of \$7.00 per permanent household.

All of which is respectfully submitted.

Randall Roy

Randall Roy
Waste Diversion Supervisor

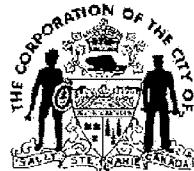
Recommended for approval,

Patrick McAuley
Patrick M. McAuley, P. Eng.
Commissioner

\pwt\DeptShare\Council 2007\Household Special Waste Municipality Fee

6(7)(b)

Randall Roy
Waste Diversion
Supervisor



Public Works &
Transportation
Department

2007 03 26

Mayor J. Rowswell
and Members of City Council
Civic Centre

SUBJECT: AMO/AMRC DISCUSSION PAPER – STRENGTHENING EXTENDED PRODUCER RESPONSIBILITIES FOR ONTARIO’S BLUE BOX

Introduction

The purpose of this report is to request the support of Council for the attached discussion paper: “Strengthening Extended Producer Responsibility for Ontario’s Blue Box”.

Discussion

The AMO Waste Task Force and the AMRC have produced a draft paper to address municipal concerns with the packaging industry. The AMO waste task force that produced this paper is composed of municipal representatives from throughout the province and AMO staff. The AMO has requested Council support for this paper.

The intent of the paper is to address the inconsistencies in product steward responsibilities for recyclable packaging that has been designed to be handled in the blue box program versus non-recyclable packaging that ends up in the landfill. Stewards currently pay 50% of the cost of recycling products destined for the blue box but nothing is currently paid for non-recyclable packaging that is being landfilled.

Recommendation

It is recommended that Council support the AMO/AMRC draft paper titled “Strengthening Extended Producer Responsibilities for Ontario’s Blue Box”. An appropriate resolution has been prepared and is found elsewhere on the agenda.

All of which is respectfully submitted,

Randall Roy

Randall Roy
Waste Diversion Supervisor

Recommended for approval,

Patrick M. McAuley

Patrick M. McAuley, P. Eng.
Commissioner

RR:cmr

\pwt\Dept Share\Council 2007\Producer's Responsibility for Blue Box



AMO/AMRC Discussion Paper on Strengthening Extended Producer Responsibilities for Ontario's Blue Box

February 2007

This proposed discussion paper has been prepared by members of the Waste Management Task Force of the Association of Municipalities of Ontario (AMO) and the Association of Municipal Recycling Coordinators (AMRC).

6(7)(b)

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Preface:

Environment Canada defines the primary function of Extended Producer Responsibility as: "*the transfer of the costs and/or physical responsibility of waste management from local government authorities and the general taxpayer to the producer. Environmental costs of treatment and disposal could then be incorporated into the cost of the product. This creates the setting for a market to emerge that truly reflects the environmental impacts of the product, and in which consumers could make their selection accordingly.*"¹ Municipalities support this definition with the understanding that existing municipal infrastructure must be fully integrated into any product management schemes to best achieve effectiveness, convenience and cost efficiencies.



Terms and Definitions:

For the purpose of this paper, terms commonly used in this document have been defined below:

CPPP (Consumer Packaging and Printed Paper): is any printed paper or packaging generated by industry and managed in municipal waste systems.

Diverted CPPP: is consumer printed paper and packaging that is collected in municipal Blue Box recycling programs, marketed and diverted from disposal.

Litter: is waste comprised mostly of consumer printed paper and packaging material that is discarded inappropriately into the environment or in public litter bins.

Non-Diverted CPPP: is the remaining consumer printed paper and packaging in the waste stream, not collected, processed or marketed as recycled material and is disposed of through non Blue Box municipal waste management systems.

Residual Waste: is post-consumer goods that are not printed paper or packaging.

Waste Management System: is municipal management of residential post-consumer goods through the recycling, composting, landfill and other waste disposal programs, systems and or technologies.

¹ Environment Canada,(2002) Extended Producer Responsibility and Stewardship, Last updated: Oct 9, 2002
<http://www.ec.gc.ca/epr/en/notes.cfm#1>

Executive Summary

The establishment of the *Waste Diversion Act* (WDA) by the Province of Ontario was an important step in acknowledging and defining the responsibilities of consumer packaging and printed paper stewards. The Act has provided important financial relief to municipalities facing ever increasing waste management costs and has set the stage for implementing Extended Producer Responsibility Systems (EPRS) in Ontario.

There is however growing concern from residents and environmental groups regarding the widening disconnect between waste diversion objectives and private sector activities. Notwithstanding the recent initiative by the Ministry of the Environment (MOE), to establish a deposit return system for all LCBO containers, there is an increasing trend from industry towards design and production of disposable packaging and non-recyclable products. This type of producer activity is both counter-intuitive and counter-productive to the mutually agreed upon objectives of the WDA.

Figure 1:

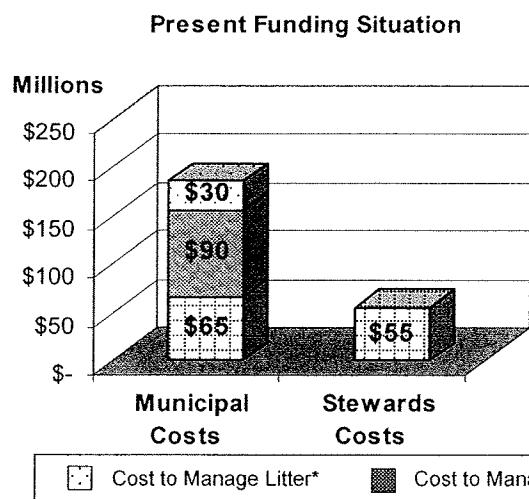
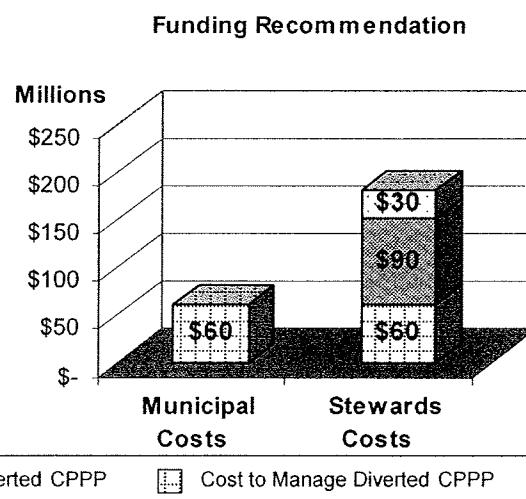


Figure 2:



Municipal waste management services are paid for by tax contribution from both the public and private industry. Municipalities bear the majority of the cost for managing industry-generated printed paper and packaging as shown in **Figure 1**. This submission endeavors to present a new funding mechanism (**Figure 2**) that more appropriately accounts for the full cost of Consumer Packaging and Printed Paper (CPPP) in municipal waste management systems. As well, this paper provides a list of recommendations of how to improve the effectiveness of the Blue Box through litter reduction initiatives, strengthening of recycling markets and encourage EPR at a federal level. AMO/AMRC and their affiliates are eager to work with the provincial government to promote better waste diversion by providing the following considerations:

Summary of Recommendations

#1. AMO/AMRC recommend that WDO and the MOE provide an accurate breakdown of the full cost of managing consumer packaging and printer paper in municipal waste management and recovery systems. In addition, it is recommended that the MOE provide municipalities with the total cost of managing all municipal waste in Ontario, indicating what portion of the complete system cost is currently paid by industry stewards.

#2. AMO/AMRC recommend the MOE modify the industry Blue Box funding mechanism to more accurately reflect the full cost of managing all generated consumer printed paper and packaging. This scenario would require that stewards become responsible for 100% of the cost to manage non-diverted CPPP and 50% of the cost to manage diverted CPPP.

#3. AMO/AMRC recommend the Province develop incentives for industry to support litter reduction and industry to provide funding for litter management activities related to packaging and print materials. Incentives could be given to industries that support litter reduction campaigns and provide effective litter reduction strategies, while disincentives could be assigned to industries responsible for the production of materials dominant in municipally collected litter, such as quick-serve food packaging waste.

#4a). AMO/AMRC recommend the Province direct the board of Stewardship Ontario to reinstate contributions to the Market Development Fund as part of the 2007 Stewards fees.

#4b). AMO/AMRC recommend the Province commence discussions with the Federal government to establish minimum standards of at least 25% recycled content in new products where possible. This action is intended to stimulate local recycling markets and minimize the uncertainty associated with shipping recyclables to overseas markets.

#5a) AMO/AMRC recommend that the Ontario government, as a first step, encourage stewards to employ better end-of-life considerations in product design. Incentives should be in place for Stewards who demonstrate use of:

- i.) End of product design to align with higher levels of AMO/AMRC Waste Management Hierarchy
- ii.) Selection of materials that can be easily collected and processed using existing municipal infrastructure
- iii.) Recyclable materials that have well-developed domestic markets and generate higher revenue value

#5b). AMO/AMRC recommend that any new CPPP designs introduced into the market are accompanied by a Ministry-approved recyclability plan that outlines how to best collect, process and market that material within the existing programs.

#5c). AMO/AMRC recommend that industry be fully responsible for the cost implications of any new packaging introduced into the Ontario market that does not conform with existing municipal infrastructure. This would include capital costs to retrofit collection vehicles, public drop offs and material recycling facilities.

#6). It is recommended that the Province encourage the federal government to create a national EPRS plan for waste and waste packaging in collaboration with municipalities and industry. This could include:

- i.) Standardizing the use of plastic resins used in product design
- ii.) Developing financial drivers that encourage industry to reduce the use of multi-laminate products for consumer products
- iii.) Encouraging industry to use materials that improve the effectiveness and efficiency of municipal collection and recycling systems

1.0 Introduction

Since its inception in 2002, the *Waste Diversion Act* (WDA) has helped to encourage Extended Producer Responsibility (EPR) throughout Ontario with the successful establishment of the Blue Box Program Plan. This should, however, be regarded as only a limited success, since to date, the Blue Box has only been able to recover a fraction of the available residential recyclable material. Compounding the problem is the apparent movement by some producers to introduce problematic packaging into the market which cannot be recycled or has disproportionately high diversion costs and is therefore landfilled. Moving forward, AMO and AMRC wish to put forth considerations to the Province that could effectively strengthen the WDA to help further align corporate EPR with the original objectives of the Act.

Currently, Ontario's municipalities are dissatisfied with the progress industry has made toward EPR practices. Municipalities are the only ones showing leadership on this front, with the exception of the recent decision by the Province to establish a deposit refund system for LCBO containers. The Minister also approved amendments to the Blue Box stewards' fee structure in 2006², however stewards have made no real efforts in recent years to significantly improve the recyclability of their products. There is growing concern from residents and environmental groups that there is a widening disconnect between waste diversion objectives and CPPP steward activities. The gap between responsible product design, (i.e., which takes the environment into consideration), responsible end-of-life management, and the increasing trend towards production of disposable and non-recyclable products continues to grow. Ultimately, this gap leaves the municipal tax base to pick up the costs for an industry generated problem.

As end-of-life considerations appear to be a low priority for industry, the cost to the taxpayer of managing municipal waste in its various forms, (i.e., recycling, litter clean-up and residual waste disposal), continues to increase. Promoting stronger EPR for all Consumer Printed Paper and Packaging (CPPP), that enters or is generated in the province, could provide taxpayers with much needed tax relief and provide municipalities the flexibility to allocate funds to other municipal areas. This would provide an immediate and meaningful reduction in the cost to municipalities to manage these products.

Although recycling is a shared responsibility between the producer and consumer of goods, municipal involvement is paramount to ensuring responsible waste management. Municipal operating decisions are more strongly driven by social and environmental obligations rather than a profit based bottom line. This discussion paper presents a series of recommendations to the Province that reinforce AMO's call for an integrated waste strategy that works toward promoting positive outcomes for all stakeholders and aims to move the Province toward achieving EPR in Ontario.

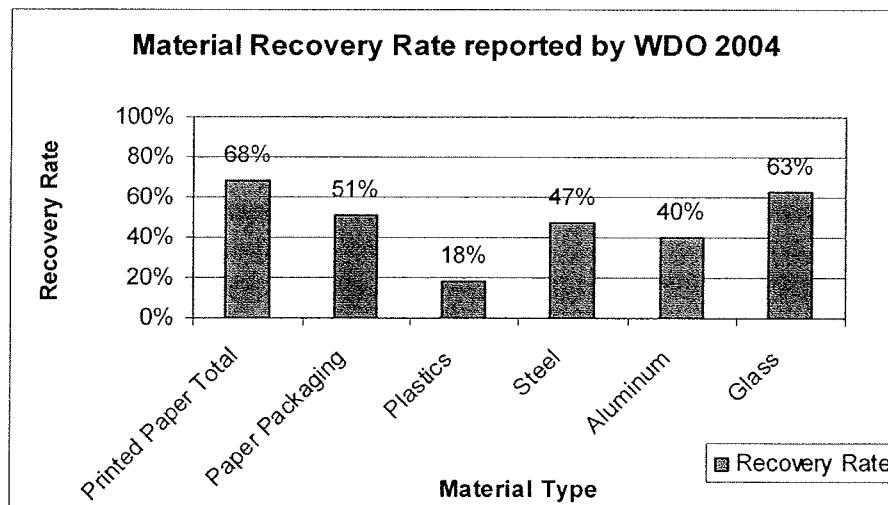
² Stewardship Ontario,(2006). 'Recommended 2007 Stewards' fees and rules' , Nov 2, 2006

2.0 Determining the Full Cost of Managing Consumer Packaging and Printed Paper Material in Ontario's Waste Management System

Waste Diversion Ontario reported that in 2004, the province diverted 54.8% of available residential consumer packaging and printed paper from landfill³. This means that the remainder, or approximately 678,000 tonnes of the available residential recyclables, was not captured. Waste audit data collected by Stewardship Ontario in both 2004 and 2005 supports similar recovery figures⁴.

The relative recovery rates of material types collected in the Blue Box program shown in **Figure 3**, illustrate the proportions of what municipalities manage in the program with the remainder presumably managed through other waste disposal systems which include landfill.

Figure 3: Material Recovery Rates for 2004 (WDO, Nov 2005)



Materials that are not recyclable or have low recovery rates like plastic laminates, plastic film, polystyrene and other plastics have typically cost municipalities between \$60/tonne to \$100/tonne in disposal fees, with an additional \$60/tonne in associated collection costs. Other CPPP, such as food packaging, is being found in municipal organics programs, with an added cost to municipalities of about \$150/tonne. Further cost impacts on municipalities for non-recovered CPPP include litter management costs which range significantly between municipalities. The City of Toronto, for example, spends approximately \$13 million on its litter program annually⁵. On a provincial scale,

³ Guide to the Blue Box Program, (2005). Waste Diversion Ontario Report on Blue Box Program, November 16, 2005,

⁴ Stewardship Ontario Waste Audit Data,(2005),(2004).

http://www.stewardshipontario.ca/efund/projects/audits/waste_audit_sf.htm#results

⁵ MGM Management,(2005). The City of Toronto Street Litter Audit 2005, Works and Emergency Services, Solid Waste Management Services Division, Final Report , October 24, 2005.

this amounts to a conservatively estimated cost of \$120 million to the municipal tax base for managing CPPP material that should be going to the Blue Box.

2.1 Recommendation #1:

AMO/AMRC recommend that WDO and the MOE provide an accurate breakdown of the full cost of managing consumer packaging and printer paper in the municipal waste management and recovery systems. In addition, it is recommended that the MOE provide municipalities with the total cost of managing all municipal waste in Ontario indicating what portion of the complete system cost is currently paid by stewards.

3.0 Aligning Full Costs with WDA Objectives

Section 25(1) of the *Waste Diversion Act* identifies a diversion program as any “activities to reduce, reuse and recycle designated waste”. According to the Act, Blue Box stewards are obligated to pay “50% of the total net cost incurred by municipalities” as a result of the *program*. The current funding mechanism does not, however, provide any substantive drivers for industry to make their consumer packaging recyclable or meet the fundamental objectives of the WDA to divert waste from landfill.

The existing fee structure should, but does not, include the cost to manage non-recovered CPPP. This means that municipalities are paying full costs for managing items such as plastic theft proof packaging and polystyrene “clam-shell” containers that are not collected in most municipal Blue Box programs and that go to waste disposal systems such as landfill. This costs municipalities anywhere from \$60/tonne to \$100/tonne for disposal fees and up to an additional \$60/tonne in collection costs for 678,000 tonnes, amounting to approximately \$85million a year⁶. Included in this estimate is the cost to manage food packaging that ends up in municipal composting operations.

Preliminary audits conducted by the City of Toronto have indicated that packaging and printed paper is approximately 10% of the material collected in their organics program and has cost Toronto alone over \$1.5million annually. Using this figure, it is estimated that Ontario municipalities are paying almost \$5 million to manage over 32,000 tonnes of CPPP in organics programs that have an average cost of \$150/tonne. In addition to the non-recovered CPPP costs, municipalities are further burdened with paying for CPPP through litter costs (see section 4.0 of this paper for more detail). By not having steward fees that accurately reflect the total cost of managing packaging waste, irrespective of its diversion or disposal method, the current system enables industry to produce more waste with minimal consequence.

Disposal costs are expected to continue to escalate as domestic landfill sites approach capacity. With the Minister’s most recent decision to stop shipment of Ontario’s waste

⁶ Estimated cost to municipalities for non-diverted CPPP was calculated using 2004 datacall multiplying the median range average municipal cost for collection and disposal=(\$125) multiplied by amount of CPPP that was recorded as not diverted in the Blue Box for 2004 =(678,000 tonnes).

to Michigan by 2010, additional pressure grows to locate new landfill capacity and alternative waste disposal technologies before this deadline. These factors, together with a growing population, will leave municipalities challenged to manage increasing quantities of CPPP materials and their associated costs.

The redesign of packaging materials to facilitate reusability and/or recyclability would reduce Blue Box program operating costs and divert much of this material from disposal. Unfortunately, recyclability appears to be rarely considered by industry in the design of packaging for products commonly found on store shelves in Ontario. Industry's design for "Planned Obsolescence"⁷ of goods perpetuates a throw away society and compounds the strain on municipal landfills. Some industry stewards have changed packaging designs and consequently avoided higher Blue Box steward fees. However, in doing so, they have also produced materials that have had negative effects on Blue Box program efficiencies. (*refer to the AMO/AMRC August Position Paper titled Improving the Efficiency of the Blue Box Program*⁸).

As Figure 4 illustrates, municipalities are currently paying the majority of costs involved in managing all CPPP in the municipal waste system while having little control on the material design. Industry, on the other hand, having complete control of packaging choices, is only levied to contribute up to 50% of the costs for recovered materials (which to date has never fully been paid to municipalities). Industry needs to be more accountable for the packaging decisions they introduce into the market and waste stream. Interestingly enough, municipal waste management services are paid for by tax contributions from both the public and private industry. Therefore, when industry can make better packaging design decisions that work to reduce the strain on municipal waste systems, they also benefit.

Figure 4:

Present Funding Situation

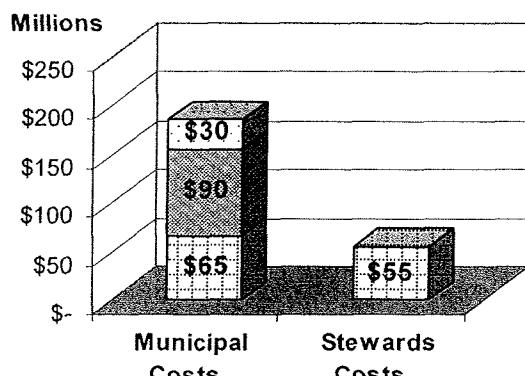
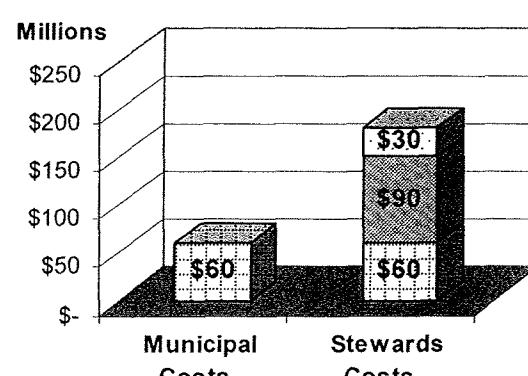


Figure 5:

Funding Recommendation



Cost to Manage Litter*

Cost to Manage Non-Diverted CPPP

Cost to Manage Diverted CPPP

⁷ Packard, Vince (1960). *The Waste Makers*, Penguin, London UK.

⁸ Association of Municipalities of Ontario, (2006). AMO/AMRC Position Paper on Improving the Efficiency of the Blue Box Program, August, 2006

To help establish drivers that work to achieve objectives of the WDA, a new funding mechanism is needed. AMO/AMRC are proposing a mechanism that would encourage EPR from industry by making industry more accountable for their design decisions.

Figure 5 proposes that by linking 100% funding obligation to industry for non-diverted CPPP (i.e., the cost of packaging that goes to landfill and composting and or green-bin programs), industry will be more inclined to ensure the recyclability of printed paper and packaging. The implications of basing Blue Box program funding on Best Practices in 2008, will have further impacts on the municipal cost structure and will be addressed separately by AMO/AMRC.

3.1 Recommendation #2:

AMO/AMRC recommend the MOE modify the industry Blue Box funding mechanism to more accurately reflect the full cost of managing all generated CPPP. This scenario would require that stewards become responsible for 100% of the cost to manage non-diverted CPPP, while maintaining their 50% obligation to the cost to manage diverted CPPP as Blue Box.

4.0 The Cost of Managing Recyclables as Litter

The lack of consideration for the environment in product design has significant impacts on municipal operations that extend beyond the Blue Box. Municipal management of litter is a good example of this issue. Municipalities across Ontario spend tens of millions of dollars annually on litter control, only to capture a fraction of the total amount of litter on our streets, and in our streams, fields, parks and open spaces. A Litter Survey Study conducted in 2003 by the Regions of Durham, Peel, York and the City of Toronto revealed that almost 69% of the litter found in their jurisdictions was Blue Box recyclable material⁹. The litter surveys done by the participating municipalities of the GTA also found that quick-serve food packaging waste makes up almost 20% of the litter found in the study¹⁰. Management of industry packaging that is discarded as litter costs municipalities in Ontario tens of millions of dollars annually. The City of Toronto spends up to \$13 million on city street litter clean up alone, which represents over 7% of the City of Toronto's entire waste management budget¹¹. At this time, there is limited data on the full cost of the litter problem in Ontario, suggesting that further research needs to be conducted by Waste Diversion Ontario in this area.

Litter has other indirect cost implications to Ontario's taxpayers. Studies done by the state of Florida suggest that environmental problems such as litter are factors in

⁹ MGM Management,(2003). Appendix 4- Branded Litter Survey : The Regional Municipality of York Litter Survey 2003, Regional Municipality of York, Solid Waste Management Branch Transportation & Works Department, September 2003.

¹⁰ MGM Management,(2003). The Regional Municipality of York Litter Survey 2003, Regional Municipality of York, Solid Waste Management Branch Transportation & Works Department,(pg 25) September 2003.

¹¹ MGM Management,(2005). The City of Toronto Street Litter Audit 2005, Works and Emergency Services, Solid Waste Management Services Division, Final Report Prepared for by MGM Management, October 24, 2005

'burglary-decision making' processes¹². Similar studies also found that greater amounts of street litter can significantly detract area visitors, and negatively affect the tourism trade¹³.

Ontario's own tourism industry is an essential revenue generator that is vital to our economy. In 2004, the Ministry of Tourism reported that Ontario generated \$6.7 billion in foreign exchange¹⁴, while events like SARS cost Toronto's tourism industry alone over \$190 million¹⁵. Impacts like this lead one to consider what the negative economic impact of ongoing packaging litter has on Ontario's tourism revenues.

Further, the growing trend amongst stewards and brand owners to move away from reusable packaging to disposable and less desirable packaging is counter-productive to the goals the *Waste Diversion Act* and exacerbates the problem of litter. An example of this is the water bottle industry's introduction of a 15L PET water jug as a replacement for refillable containers. The ramifications of this decision have already started to impact municipal operations and their costs¹⁶. Similarly, in other industry areas, more desirable recyclable materials and biodegradable alternatives to plastic films and polystyrene have been readily available to stewards and brand owners for years, yet these materials have not been widely used by the quick-serve food industry. The failure of these industries to provide effective litter reduction strategies or take-back programs has had the undesirable effect of generating more litter. This result means lost potential recovery of diversion programs and rising municipal disposal costs. Communities such as San Francisco, Oakland and Santa Monica have recently announced that they are banning certain material types such as polystyrene⁹ for quick-serve packaging to address these concerns¹⁷. Similar actions like this in Ontario would certainly be movement in the right direction.

Municipalities are constantly challenged with how to responsibly manage the end-of-life of industry-generated materials, while having little or no influence over design decisions. There are packaging stewards that will argue their packaging decisions are dictated by government health regulations and certain products need to be in certain packaging. This argument is not entirely valid, as Section B.23.0001 of the *Canadian Food and Drugs Act* puts onus on the manufacturer or distributor to use packaging materials that do not impart harmful substances to their contents¹⁸. This regulation does not prescribe exact packaging types to producers and gives discretion to the producer over the

¹² DeFrances, C.J. & Titus, R.M.,(1994). The Environment and Residential Burglary Outcomes. Proceedings of the International Seminar on Environmental Criminology and Crime Analysis. Coral Gables, FL, 45-56.

¹³ The Florida Litter Study,(1998). Florida Center for Solid and Hazardous Waste Management.

¹⁴ Ontario Ministry of Tourism,(2006). Promoting Investment in Ontario's Tourism Industry, http://www.tourism.gov.on.ca/english/ido/promoting_investment.html, (Last Modified: January 25, 2006)

¹⁵ KPMG,(2003). SARS Impacts Toronto Tourism Industry: Report Identifies Loss of \$190 million, <http://www.kpmg.ca/en/news/pr20030611.html>(Last Modified: 11-Jun-2004)

¹⁶ Association of Municipalities of Ontario,(2006). AMO/AMRC Position Paper on Improving the Efficiency of the Blue Box Program, August, 2006

¹⁷ Ostrom, Mary Anne,(2006). Styrofoam containers on way outS.F., OAKLAND TO BAN PLASTIC AT EATERIES. Mercury News, Dec 21, 2006

¹⁸ Health Canada,(2004).Canadian Food and Drug Act, Food Packaging Regulations, http://www.hc-sc.gc.ca/fn-an/securit/packag-emball/index_e.html (Last Updated:Oct 1, 2004),

reusability or recyclability of their products. Certainly producers should be capable of finding suitable packaging that is both easily recyclable and meets health requirements.

4.1 Recommendation #3:

AMO/AMRC recommend the Province develop incentives for industry to support litter reduction and industry to provide funding for litter management activities related to packaging and print materials. Incentives could be given to industries that support litter reduction campaigns and provide effective litter reduction strategies, while disincentives could be assigned to industries responsible for the production of materials dominant in municipally collected litter, such as quick-serve food packaging waste.

5.0 The Cost to Deal with Poorly Developed Local Markets

One of the directives of the Minister in December 2004 was that "action be taken by stewards and municipalities to improve markets and revenues" of materials collected in the Blue Box. Since this time, a *Markets Development* fund was established through steward fees collected in 2005 and 2006 in order to strengthen markets for broken glass and plastics in Ontario. Stewardship Ontario's membership decided in the fall of 2006 to take the market development contribution off the 2007 stewards' fees¹⁹. AMO/AMRC feel this action is contrary to the Minister's directive and negates efforts to assist strengthening Ontario's recycling markets.

Many of the products currently collected in Ontario's municipal recycling programs and waste disposal systems need to be more carefully examined in terms of their environmental and financial impacts. Fifteen years after the Province first announced WRAP (the: Waste Reduction Action Plan)²⁰, its accompanying goals and waste diversion hierarchy, very few consumer products actually contain significant amounts of post-consumer recycled content. The failure of manufacturers to purchase back the locally recycled post-consumer material has resulted in municipalities having to ship many of their recyclables to foreign buyers. These markets are as far away as China or India where the proper processing of these materials from an environmental and socially responsible perspective can not be assured. The cumulative effects of these factors have left municipalities to deal with unstable revenue values for materials.

¹⁹ Stewardship Ontario,(2006). 'Recommended 2007 Stewards' fees and rules' slide 34, Nov 2, 2006 .

²⁰ Ontario Ministry of the Environment, (1991). Waste Reduction Action Plan,

The challenge of strengthening local markets while ensuring a balanced playing field for competition between domestic producers and low-cost importers is difficult. However, places like Germany²¹ and the State of California²² have established packaging legislation that has effectively strengthened local recycling markets by requiring all packaging from importers to fit local recycling systems. Similarly, in the State of Oregon, targets have been exceeded from goals set out by their 1995 Recycling Law, which required that all plastics have 25% recycled content²³. With the proper mechanism in place, this should also be a target easily set out and achieved in Ontario. By regulating aspects of the market and providing consumers with better purchasing choices, the need for municipalities to create "end of pipe" solutions for problems created by product stewards is eliminated.

5.1 Recommendation #4a:

AMO/AMRC recommend the Province direct the board of Stewardship Ontario to reinstate contributions to the Market Development Fund as part of the 2007 Stewards fees.

5.2 Recommendation #4b:

It is recommended that the Province commence discussions with the Federal government to establish minimum standards of at least 25% recycled content in new products where possible. This action is intended to stimulate local recycling markets and minimize the uncertainty associated with shipping recyclables to overseas markets

6.0 The Cost to Manage Post-Consumer Products with Poor End-of-Life Design

Municipal recycling facilities and end-processors are burdened with the cost of poor end-of-life product design. Products such as aseptic packaging highlight this problem. This multi-laminant material is composed of layers of paper fiber, aluminum, plastic film and/or a "polycoat" finish. Being composed primarily of paper fiber, they are traditionally sent to paper mills for recycling. However, the plastic, aluminum and polycoat layers, which represent approximately 25% of the total container weight, cannot be recycled in the traditional paper mills which handle this recyclable material, necessitating mechanical removal of this portion as waste. The paper mills in this case are burdened with the higher cost of disposal due to poor product design from stewards. This increased cost of disposal is passed back to municipalities in the form of a lower price per tonne paid for the recyclable material.

²¹, Federal Ministry for the Environment, Nature conservation and Nuclear Safety, Germany,(1991). [German Packaging Ordinance](http://www.bmu.de/english/waste_management/downloads/doc/37115.php) http://www.bmu.de/english/waste_management/downloads/doc/37115.php, last updated January 2006.

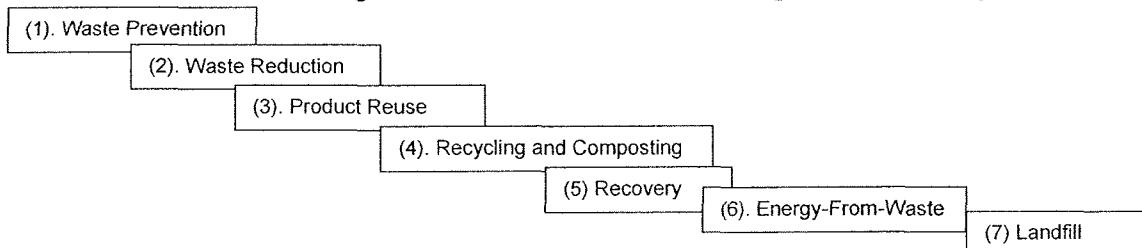
²² State of California, Integrated Waste Management Board, (2006).., Recycled Content Newsprint Program, <http://www.ciwmb.ca.gov/BuyRecycled/> Last updated April 12, 2006

²³ Nielsen, Catherine, (2003). PLASTICS CONTAINER RECYCLING IN OREGON: A SUCCESS, BUT FOR HOW LONG? [PackagingLaw.com](http://www.PackagingLaw.com) (Nov 2003)

Similarly, poor initial product design of plastic packaging has resulted in difficulties at recovery facilities to identify and sort the various types of plastic resins found in the Blue Box. Although Regulation 101/94 does not require municipalities to collect all types of plastic resin, the majority of programs in Ontario strive to meet the demand of their residents to collect a wider range of plastics. As residents continue to request more items be added to the Blue Box, sorting of multiple plastic resin will continue to be a challenge and associated costs to municipalities will continue to escalate. Furthermore, industry needs to be proactive when introducing new materials into the market that later have the potential to go to waste management systems. Industry should be required to provide municipalities with recyclability plans when any new CPPP material is introduced into the waste stream. This plan would outline options of how municipalities can collect, process and market this material using existing municipal infrastructure.

The Waste Management Hierarchy as presented in AMO/AMRC's proposal for a Provincial Integrated Waste Strategy²⁴, lays out what municipalities feel industry should be seriously taking into consideration during product design (**Figure 6**). Industries that have products with end-of-life cycles that align with higher levels of the waste hierarchy (i.e. waste prevention, reduction etc.), should be rewarded for their efforts. Conversely, disincentives should be in place for those producers whose products only option is landfill.

Figure 6: AMO/AMRC's Waste Management Hierarchy



Municipalities recognize that part of the private sector's success is its ability to stay competitive through continual product innovation. However in order for Ontario to have a successful Blue Box program, it is vital that industry works together with municipalities to design CPPP to fit existing municipal Blue Box infrastructure. Otherwise industry should be prepared to take financial responsibility for the cost implications of new or modified CPPP to municipal waste management systems.

6.1 Recommendation #5a:

AMO/AMRC recommend that the Ontario government, as a first step, encourage stewards to employ better end-of-life considerations in product design. Incentives should be in place for Stewards who demonstrate use of:

- i.) End of product design to align with higher levels of AMO/AMRC Waste Management Hierarchy

²⁴ Association of Municipalities of Ontario and Association of Municipal Recycling Coordinators, (2005). AMO's *Proposal for a Integrated Provincial Waste Strategy* – December 2005

- ii.) Selection of materials that can be easily collected and processed using existing municipal infrastructure
- iii.) Recyclable materials that have well-developed domestic markets and generate higher revenue value

6.2 Recommendation #5b:

AMO/AMRC recommend that any new CPPP designs introduced into the market are accompanied by a Ministry approved recyclability plan that outlines how to best collect, process and market for that material within the existing programs.

6.3 Recommendation #5c:

AMO/AMRC recommend that industry be fully responsible for the cost implications of any new packaging introduced into the Ontario market that does not fit within existing municipal infrastructure. This would include capital costs to retrofit collection vehicles, public drop offs and material recycling facilities.

7.0 The Need for National Packaging Legislation in Canada

Industry has voiced the argument that product design considerations are decided at the corporate level elsewhere in the world and that Ontario legislation and market demand play a very small part in driving industry change. In fact, the opposite is proving to be true. As global trade and the emergence of multi-national companies has become increasingly common, shareholders have forced publicly traded companies to demonstrate levels of environmental awareness which exceed the minimum regulatory requirements of many of the countries in which they operate²⁵.

Moreover, countries in Europe are working toward national strategies that successfully mandated product packaging to align with national sustainable waste reduction plans. Countries like Sweden and the Netherlands have developed different packaging agreements such as the 'Packaging Covenant'²⁶ and National Packaging Legislation²⁷. Other countries like the United Kingdom²⁸ are quickly following suit to develop and commit to national strategies on waste.

The Dutch Packaging Covenant contains agreements between the Minister, local authorities and industry about packaging and waste. This agreement consists of the integration packaging covenant, the sub-covenant producers/importers, the sub-

²⁵ Schueth, Steve,(2003). Socially Responsible Investing in the United States, Journal of Business Ethics, Springer Netherlands, Volume 43, Number 3 / March, 2003.

²⁶ Netherlands Ministry of Housing, Spatial Planning and the Environment, (2005).The Dutch Packaging Covenant, Bulletin of Acts and Decrees 2005, <http://international.vrom.nl/docs/internationaal/engeslevertalingamvb.pdf>, March 24 2005

²⁷ Swedish Environmental Code, (1999): Chapter 15 sections 6 and 7

²⁸ Green Alliance,(2006). A Zero Waste UK, Institute for Public Policy Research and Green Alliance, October, 2006.

covenant on litter and five sub-covenants on material recycling for paper and cardboard, glass, metals, plastics and wood respectively²⁹.

Sweden has had legislation on producer responsibility since 1994. Outlined in Chapter 15 of their Environmental Code, this legislation identifies importers, manufacturers and distributors of goods, responsible for packaging, waste paper, and tires. As the legislation currently stands, statutory producer responsibility means that any person who manufactures, imports, or places a product on the Swedish market bears the responsibility for the entire cost of maintaining a national collection system³⁰.

Compliance has been very high in these countries, as the legislation is seen by producers as their corporate responsibility. This creates goodwill with their customers, adds competitive advantage between firms, benefits the environment, and can be used in marketing the company as a progressive leader in waste management issues. The objectives of EPR in both countries have been largely obtained in both environmental and economical realms. Surely if countries like Sweden, with a population of just 9 million, can achieve strong compliance from industry, Ontario, with a population of over 12 million, can accomplish the same objectives.

Canada, as the Secretariat to the ISO 14000 family of environmental industry standards, should take the leadership role in promoting environmentally responsible products and product packaging design. The federal government should ensure that any industry doing business within Canada adheres to packaging design regulations that mitigate what goes to our landfills.

7.1 Recommendation #6:

AMO/AMRC recommend the Province strongly advocate for the federal government to work toward establishing a national plan that legislates product packaging to incorporate the concepts of reduction, reusability and recyclability with clear and definable targets. This could be achieved by recommending that the federal government consider the AMO/AMRC Integrated Waste Management Hierarchy, proposed in the AMO/AMRC *Proposal for a Provincial Integrated Waste Strategy*³¹.

In addition, the Province could follow the lead of our European counterparts and:

- i.) Standardize the use of plastic resins for specific packaging applications, (i.e. using constant resins for all produce clam shell packaging).
- ii.) Develop financial drivers that encourage industry to reduce the use of multi-laminate products for residential use.
- iii.) Encourage industry to use materials that are most cost effective to collect and manage at recycling facilities.

²⁹ Netherlands Ministry of Housing, Spatial Planning and the Environment, (2005). The Dutch Packaging Covenant, Bulletin of Acts and Decrees 2005, <http://international.vrom.nl/docs/internationaal/engeslevertalingamvb.pdf>, March 24 2005.

³⁰ Swedish Environmental Code, (1999): Chapter 15 sections 6 and 7,

<http://www.sweden.gov.se/content/1/c6/02/28/47/385ef12a.pdf> Site last updated October 6, 2006.

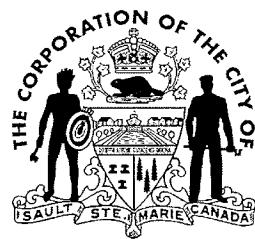
³¹ Association of Municipalities of Ontario and Association of Municipal Recycling co-ordinators (2005). AMO's Proposal for a Integrated Provincial Waste Strategy – December 2005

8.0 Concluding Remarks

'Necessity is the mother of invention'. This statement aptly fits our current situation in regards to creating solutions to waste management dilemmas. The Blue Box Program Plan helped initiate EPR from industry; however it has become apparent that stronger motivation needs to be given to industry. A new funding mechanism is needed to more strongly encourage EPR from industry and assist municipalities to reach best practices. Recycling markets need to be strengthened to make collecting various materials more cost-effective for municipalities. As well, industry must commit to including at least 25% recycled content in their packaging where possible. Along with all of this, the Province needs to advocate for a national plan that legislates product packaging to incorporate the concepts of reduction, reusability and recyclability with clear and definable targets. End-of-life management and disposal of an industry-generated problem should not be laid at the door step of municipalities and the Ontario taxpayer to deal with. When stewards make better product design decisions that effectively meet the waste diversion objectives, all stakeholders will benefit from reduced costs and a cleaner environment.

AMO/AMRC and their affiliates are eager to work with the Ontario government to promote stronger EPR by providing our recommendations on regulatory policies that work toward achieving stronger recycling throughout the Province.

6(7)(b)



TO: Mayor John Rowswell and Members of City Council

FROM: Councillor Steve Butland, Ward 1

DATE: 2007 03 26

RE: **FOR COUNCIL'S INFORMATION - EXCERPTS FROM THE SITE
DEVELOPMENT AND OPERATIONS REPORT 2005 - 2006 MUNICIPAL
LANDFILL
(PAGES 4, 5, 10, 14, 15 AND 16)**

I have placed an asterisk beside noteworthy points. There has been a continual decline in the amount of waste landfilled and this has increased the life from 10.8 to 11.5 years. This illustrates the success of our blue box/yellow box program and for this we must be thankful to the residents of Sault Ste. Marie for their cooperation.

SB:ba

6(7)(b)

Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006

As was reported last year, glass is no longer received at the landfill. Green Circle Environmental is the contractor responsible for recycling glass off-site. Commercial cardboard is collected on-site and shipped to the Green Circle Environmental depot for recycling.

The Public Drop off area contains 65 gallon carts for residents to recycle paper products and containers. These products are also collected in the curbside collection program. This area also provides one 40 yard container for cardboard and a second 40 yard container that is approximately 2/3 cardboard and 1/3 paper.

4.5 Technology Demonstration Project

EnQuest Power will be undertaking a technology demonstration project at the Sault Ste. Marie Landfill. The project proposes to use steam reformation to produce synthetic gas (syngas). For the initial demonstration phase, it is anticipated that the unit should consume about a tonne of garbage per day. The gas produced will be flared. The City has provided the use of their land to EnQuest for this project (*Figure 1*) and they will also supply municipal solid waste and sludge. It is estimated that the project will last 12 months.

5.0 OPERATIONS

5.1 Waste Quantities

Approximately 68,896 tonnes of material were received at the landfill between the beginning of November 2005 and the end of October 2006. *Figure 2* shows the breakdown of waste components generated during the reporting year. *Table 1* summarizes the monthly quantities of material received at the landfill. The waste stream was divided into components similar to other reporting years. The components from most to least are: regular, sludge, stockpile/cover, compost out, brush out, metals, cardboard, tires and other (similar to last year, but this year the amount of leaves received are not reported separately here, but rather as a total of the stockpile/cover.)

The quantity of street sweepings that were stockpiled at the landfill for a short duration during the sweeping program over the last year was approximately 808 tonnes. All sweepings were used as cover. This year the landfill also received 1,950 tonnes of dredgings. All dredgings were used as cover.

6(7)(b)

Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006

In the past, leaves have been collected City-wide and de-bagged on-site for eventual removal to an off-site composting facility. This year, 115 tonnes of leaf and yard waste was received from the Parks department for composting on the site. Once the composting process was completed, the final product was tested for quality. This year, materials that had finished composting met Ontario specifications for quality, and could therefore be used off-site. Compost that does not meet Ontario specifications for quality can be used on-site for cover. This year, 223 tonnes of compost was removed from the site and used by the Parks department.

2006 was the first full year for the curbside leaf and yard waste collection program. In 2005 the program ran from July to the end of November. In 2006 the program ran from April to the end of November and collected 757 tonnes from residential properties.

For the brush/wood component, incoming tonnages do not include the local drop-off quantities. This makes the waste generation estimate incomplete. The figures that refer to waste generation utilize the outgoing tonnages, which better reflect the amounts that were recycled over the reporting period.

The *regular* component refers to the municipal solid waste fraction from the *regular* sources (City of Sault Ste. Marie, Rankin Reserve, and the Township of Prince). This includes the residential and commercial wastes plus the waste that is directly hauled to the landfill's small vehicle drop-off area.

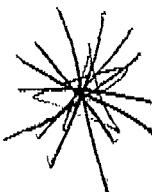
Metals, brush, cardboard and tires are not included under this grouping because these materials are not disposed of as waste in the landfill.

6(7)(b)

*Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006*

Figure 4 shows the annual waste quantities that were received for each year since 1988 -1989. The annual quantities do not include items that were recycled or stockpiled/used as cover, such as brush, sweepings, metals/batteries, leaves or tires since these materials were either recycled or used as cover. In previous years, a portion of *other* materials was not landfilled but stockpiled, recycled, or used as daily cover. This year and last year, 100% of *other* is landfilled, whereas all stockpiled/cover materials are identified in a separate category (which explains the significant decrease).

Figure 5 shows the allocations of the waste stream. Of the total of 68,986 tonnes that were received at the landfill, 84% or 57,681 tonnes of waste were landfilled. In addition, 4,269 tonnes of contaminated soil, 808 tonnes of street sweepings, and 1,950 tonnes of dredgings were brought to the landfill (total 7,027 tonnes or 10.2% of total waste stream) were stockpiled for future use as landfill cover and approximately 115 tonnes of leaves and 858 tonnes of leaf and yard waste for compost (total 751 tonnes or 1.1% of waste stream). The final 4.7% of the total tonnage was exported for recycling or reuse. Approximately 3,214 tonnes of metal, brush, cardboard and tires were sent to recycling.



Interpretation of the waste quantity data and comparison with the 2004-2005 Site Development and Operations Report show:

1. The total amount of wastes (including stockpiled and recycled wastes and contaminated soil used as daily cover) decreased by about 9.5% and the total amount of waste deposited in the landfill (consisting of regular waste, sludge, and asbestos) decreased by approximately 11% (6,917 tonnes).
2. The quantity of *regular* wastes decreased by about 10%.
3. The quantity of *sludge* decreased by about 14%.
4. The quantity of *other* wastes (asbestos) decreased by 58 tonnes representing a decrease of 77% from last year.

A comparison between the waste quantity predictions from the Design & Operations Report (adjusted to begin in November 2005 and end in October 2006) and the actual waste tonnage that was landfilled over the 12-month reporting period shows (**Table 2**):

6(7)(b)

*Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006*

There has been a decrease in all of the waste quantity values this reporting year, except for metal in. The amount of metal received increased by 16 % (127 tonnes). In addition, leaves (858 tonnes) and compost (207 tonnes) are now being stockpiled on-site. Once the compost piles are cured properly, they will be tested to determine the quality of the compost. Depending on the quality, the compost may be used off-site or used on-site as daily cover. This year, 223 tonnes of compost was used off-site by the Parks department and on cemeteries.

The actual tonnages are much larger than the predicted tonnages with a 50% diversion rate, though rates are improving. In the last reporting year, the exceedance (with diversion) was 85% compared with 36% this reporting year. The total tonnages received this year are also lower than the predicted tonnages (by approximately 9%). A diversion rate of 50% is not achievable for Sault Ste. Marie at this point in time. The City is achieving a diversion rate of approximately 39% of its residential waste through the curbside recycling program. In addition, leaf and yard waste collection for composting began in July 2005. Effort is being directed to improve diversion of commercial waste.

5.2 Site Capacity

The volume calculations were performed using Autodesk Land Desktop 2005 software. The volume change was computed in the disposal areas between the October 22, 2005 aerial survey and the October 31, 2006 ground survey. The remaining landfill volume available for refuse disposal from 2005 was adjusted by the volume change. Any settlement or temporary stockpiling (e.g., excavated soil) outside the disposal areas where the volume change was calculated is not accounted for in the volume estimate or site life calculation.

The following assumptions were used to estimate the remaining capacity at the landfill:

- ratio of four parts refuse to one part daily and interim cover soils;
- in-place refuse density of 0.7 tonnes/m³;
- final cover thickness of 0.75 m.

Approximately 1.7 ha of landfill is at design final contours and has final cover applied. This area coincides with a portion of Areas 3 and 7 on *Figure 1*.

The results of the calculation are presented in *Table 3*. The remaining capacity presented in the table is as of October 31, 2006, which is the date of the ground survey to update the topo mapping.

6(7)(b)

Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006

TABLE 3
WASTE CAPACITY
(Units in millions of m³)

| Total Air Space | Final Cover | Daily and Interim Cover | Refuse Volume |
|-----------------|-------------|-------------------------|---------------|
| 1.324 | 0.141 | 0.237 | 0.946 |

Notes:

1. Total airspace includes final cover (0.6 m of sand and 0.15 m of vegetative support layer).
2. Calculation based on October 31, 2006 ground survey & information provided by landfill staff regarding new location and depth of final cover.

There is about 42,000 cubic metres of remaining excavation in and beside the centre road and in the berm between the compost pad and the disposal area. The soil balance is presented below in *Table 4*.

TABLE 4
SOIL BALANCE
(Units in thousands of m³)

| Net Soil Excavation | Final Cover | Daily and Interim Cover | Net Soil Balance |
|---------------------|-------------|-------------------------|------------------|
| 42 | 141 | 237 | -336 |

Table 4 shows that the net remaining excavation to base contours will not provide enough soil for final, daily and interim cover needs. There is a deficit of approximately 336,000 cubic metres of soil. If the landfill continues to use incoming contaminated soil and other suitable materials for cover, this will partially offset the soil deficit. Recovering soil from landfill reclamation projects could also offset the deficit. However, a deficit of soil is likely to remain and it will be necessary to obtain the required soil from Area F of the excavation sequence shown on Drawing No. 6 of the Design & Operations Report.

After accounting for the volume of final, daily, and interim cover soils, there is space available for approximately 0.946 million cubic metres of waste. Expressed as weight, there is remaining capacity for approximately 662,000 tonnes of waste at a density of 0.7 tonnes/m³.

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Sault Ste. Marie Municipal Landfill
Site Development and Operations Report 2005-2006

The remaining site life is an estimate of the time it would take to fill the landfill to the approved final contours. Usually, the site life is estimated using the amount of available site capacity and the waste quantity projections.

Tables 3 and 4 in the 1990 Design & Operations Report present the waste quantity projections with and without waste diversion. The tables were produced by applying a non-escalating per capita waste generation rate of 1.67 kg/day. The population for the City of Sault Ste. Marie has declined as opposed to increased as projected at the time of the Design & Operations Report. Despite this decrease in population, the amount of *regular* waste being landfilled is greater than the projected amounts for a larger population. Therefore, the rate of regular waste generation per capita is higher than predicted.

This year 57,681 tonnes (82,401 m³) of waste were landfilled from November 2005 to October 2006. If the landfill consumption was to continue at this rate, there would be approximately 11.5 years of capacity available. Last year, the site life estimate was 10.8 years. As noted last year, the phenomenon of site life estimates increasing by less than a year with successive yearly estimates is likely to continue as the effects of landfill settlement become more significant with increasing waste mass. The assumed waste density may have to be increased to account for this effect. In addition, less waste was landfilled this year than last year, resulting in a longer site life prediction.

If the landfill was to receive waste according to the waste tonnage projections in the Design & Operations Report (without waste diversion), there is capacity for approximately 11.5 years or until early 2018.

If the provincial waste diversion targets of at least 50% for the year 2000 and beyond were to be achieved, then the landfill would not be filled for almost 20 years.

5.3 Leachate Collection System

Condition 6 of the Certificate of Approval requires an assessment of the performance of leachate control facilities and an estimate of the quality and quantity of leachate pumped. Leachate quality is addressed in the Monitoring Report 2006 (Dillon, 2007).

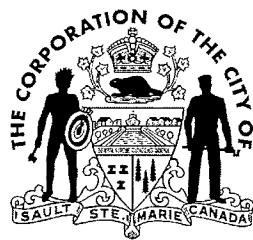
6(7)(b)

MISCELLANEOUS WASTE DIVERSION FACTS

- 1) No re-usable plastic bags are presently manufactured in Canada. All are available only from China. Approximate cost is \$1.50 - \$2.00 per bag. Local manufacture of a similar bag is \$7.00 which makes a local content preference impractical.
- 2) WDO Funding - WDO distributes approximately \$148,000,000.00/year to municipalities across the province to assist in their Blue Box Programs. Sault Ste. Marie's share of this allocation has gone from \$245,247.00 in 2005 to \$332,447.00 in 2006 and will increase once again this year.
- 3) Two bag limit - Thanks to the cooperation of the residents in Sault Ste. Marie, the two bag limit has been an unqualified success. Illegal dumping remains a problem but certainly is no worse than previous. Staff have been most diligent in identifying illegal dumpers and have insisted they clean up the offending waste. We are leaders in Northern Ontario and I also note in the Greater Toronto area that all have a minimum of 3 bags per week, the majority have 4 and Toronto, Burlington and Milton allow 6 free bags per week.
- 4) Approximate numbers - 50,000,000 to 60,000,000 plastic bags are distributed annually in Sault Ste. Marie. 4,680,000,000 are distributed annually in Canada. 100,000,000,000 are distributed annually in the U.S.A.
- 5) Litter issue - Presently there are 8 individuals working at the landfill site picking up the loose plastic bags after the winter thaw. They will be occupied with this for one month.

2007 03 26
Councillor Steve Butland

6(7)(c)



2007 03 26

Mayor John Rowswell
and Members of City Council

I solicit your support of the resolution to purchase the multi-use grocery bags with the City logo displayed. It has been six months since Waste Diversion Supervisor Randy Roy and I have been pursuing the idea of reducing the 25,000,000 plastic grocery bags that are landfilled each year. They make up approximately 2.5% of total volume and are environmentally unfriendly. We have met numerous obstacles including a denial of funding from Stewardship Ontario.

Just recently, the initiative has gathered momentum. Enclosed are two most positive letters from the Minister of the Environment addressed to myself and the Chairperson of WDO respectively.

At our invitation, Mr. Joe Hruska of the Canadian Plastics Industry attended the Sault and as a result our campaign has adopted a new slogan "Say Yes to Reuse and Recycling" and the plastics industry will help promote the return of plastic bags to various drop off locations in the city hopefully to then be transported and recycled.

My discussions with Chuck Burke of MBA Recycling in Mississauga has assured me that he will take these returned bags and transport them from Sault Ste. Marie free of charge to be recycled.

We are most gratified with the assistance of a number of young environmentalists who will assist us in the initiative. Ms. Britta Allen was our first contact and she will be present to speak to you on Monday, March 26th.

We have also received the endorsement of the local Communities in Bloom Committee and I believe Susan Milne will be present as well.

Recent discussions with David Orazietti, M.P.P., the Recycling Council of Ontario and several Ministry of the Environment officials have also been productive. Further developments on these discussions will likely be forthcoming.

All of the above is submitted for your information and hopefully for your approval. Feel free to call should you have any questions.

Sincerely,

Stephen Butland
Councillor, Ward One

SB:ba

Ministry of
the Environment

Ministère de
l'Environnement

Office of the Minister

Bureau de la ministre

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6(7)(c)

ENV1283MC-2007-515

FEB 20 2007

Mr. Steve Butland
Councillor
City of Sault Ste. Marie
c/o Civic Centre
99 Foster Drive
Sault Ste. Marie ON P6A 1X6

Dear Mr. Butland:

I read with interest details of your initiative "Say no to plastic bags" to reduce the use of plastic bags in your community, thus diverting potentially millions of these bags from entering the waste stream in Sault Ste. Marie.

I was pleased to learn about your initiatives to partner with the grocery industry in your community to address the challenges that are posed by discarded plastic bags. Our ministry is fully aware that a reduction in the use of plastic bags makes sense, both from an environmental and economic perspective. As Minister of the Environment, I would encourage retailers and consumers to work cooperatively with the City of Sault Ste. Marie to assist in the implementation of this program. I also understand that Mr. David Orazietti, MPP for Sault Ste. Marie, has also expressed an interest in your initiative.

Plastic materials are recyclable, and we are encouraged that some retailers are now helping to address the problems that are posed by discarded plastic bags. As you are aware, A&P Canada has launched a program to collect used plastic bags which are then remade into reusable shopping bags that are sold for 99 cents in their stores and other A&P outlets. Reusable bags are a tangible everyday solution to address the issue of discarded plastic bags.

For our part, my ministry is working with various stakeholders, including Waste Diversion Ontario, to expand recycling projects like the Blue Box program to find new markets for this recyclable material.

2



MAR-21-2007 WED 12:44 PM DELTA CHELSEA HOTEL
FEB 20 2007 22:52 FR MOE CCU-COMM BRANCH416 314 7337 TO 917057592310

FAX NO. 4165854375

P. 26
P.03

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Mr. Steve Butland
Page 2.

I wish you well with your project and invite you to keep both Mr. David Orazietti, MPP
for Sault Ste. Marie, and myself informed about your work as the initiative evolves.

Yours truly,



Laurel C. Brotin
Minister of the Environment

c: Mr. David Orazietti, MPP
Sault Ste. Marie

6(7)(c)

Ministry of
the EnvironmentMinistère de
l'Environnement

Office of the Minister

Bureau de la ministre

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RECEIVED
MAR 13 2007

ENV1283MC-2007-870

MAR 07 2007

Ms. Gemma Zecchini
Chair
Waste Diversion Ontario (WDO)
45 Sheppard Avenue East, Suite 920
North York ON M2N 5W9

Dear Ms. Zecchini:

I am writing to you to highlight my growing concern regarding the preponderance of plastic shopping bags in Ontario's marketplace. The large number of bags that end up as litter in our landfills is a national challenge, and one that we must address with our Ontario business partners on a priority basis.

Last fall, at a meeting of the Canadian Council of Ministers of the Environment (CCME), I volunteered Ontario to be the national lead on packaging. My goal is to encourage a reduction in the use of packaging, including plastic bags, and to promote recyclability.

I am currently reaching out to business leaders in Ontario to help us take steps to make significant progress on packaging as part of the larger waste diversion agenda. As I see it, the need to tackle packaging issues from the consumer's point of view starts with plastic bags. This means reducing the number of plastic bags provided to consumers and expanding the range of options available to the consumer at the point of sale.

I am well aware and encouraged that some retailers have programs that are now helping to address the problems that are posed by discarded plastic bags. Still, more can be done.

...2



6(7)(c)

Ms. Gemma Zecchini
Page 2.

I know that WDO shares our government's focus on increasing waste diversion and that Stewardship Ontario (SO) is currently engaged in research on plastic recycling. I am asking that WDO and SO also consider consulting with industry on ways to reduce the use of plastic bags.

I look forward to hearing about the progress on this work in the near future.

Yours truly,



Laurel C. Broten
Minister of the Environment

c: Mr. Damian Bassett
Stewardship Ontario

6(7)(c)

Canadian Plastics Industry Association ■■■■■ *Association canadienne de l'industrie des plastiques*

March 5, 2007

Mr. David Orazietti
Member, LIB – Sault Ste. Marie
Whitney Block
6th Floor, Room 6522
99 Wellesley Street
Toronto, ON M7A 1W3

Dear Mr. Orazietti:

Re: Sault Ste Marie Plastic Shopping Bag Campaign "Say Yes to Reuse and Recycling"

We are writing to request a meeting with you to discuss exciting new market developments related to plastic bags that offer a win-win for the environment, municipalities, residents, retailers and economic development in the province.

Over the past number of months, the Canadian Plastics Industry Association (CPIA) and its bag manufacturers have been working in partnership with Sault Ste Marie City staff and municipal Councillor Steve Butland to put in place effective programs to promote the wise use of plastic shopping bags - recycling and reuse in the City.

We will be undertaking a campaign in the Sault – “Say yes to reuse and recycling”. This campaign will build public awareness and work to build more bag recovery capacity in the Sault; specifically, try to enlist more local retailers to offer in-store take-back-to-retail programs for plastic bags. We have already developed a consumer education website – www.myplasticbags.ca – that shows consumers how and where to recycle their bags.

As you are most likely aware, Councillor Butland would like to see the widespread adoption of reusable plastic bags made from heavy duty plastic. We share the Councillor's passion for reuse, however, we believe that consumers should continue to be offered a range of choices. Retailers already offer a number of options to help consumers transport their groceries home – reusable bags, buy-a-bag programs, stickering of large items, in-store take-back-to-retail and other programs.

What is often ignored or little known, is that the traditional plastic shopping bag handed out a checkout enjoys high reuse and due to advances in technology and markets for used bags, is highly recyclable.

Decima Research shows that 9 out of 10 Ontarians reuse their plastic shopping bags two more times -- as lunch bags, carry bags, as kitchen catchers, for storage and even to stoop and scoop after their pet.

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The research also shows that 90% of Ontarians would also recycle their bags if given the opportunity. Plastic shopping bags can now be recycled into new bags or into plastic lumber products like flooring, decking, and patio furniture. This is a market already worth \$2 billion and growing at a rate of 14% a year.

Plastic shopping bags must not become the whipping boy for municipal landfill issues. Bags represent a minuscule portion of the waste stream – less than one percent of landfill. Single-minded focus on bags directs attention from the real issue which is the wise use of plastic packaging and the proper disposition of this valuable resource at the end of its usable life.

We are particularly concerned about such thinking because we believe that the issue is not product-specific, and has far wider ramifications related to how we engineer our society to promote the 3R's and sustainable development. It is all about wise use, and product stewardship – promoting widespread reduction, reuse, and recycling – and our ability to recover discarded resources in our waste stream so that they can be given new life.

The challenge is to continue to build a recycling infrastructure so that we can fill the accelerating demand for clean, used bags and take the pressure off municipal landfills. It has been done in other parts of Canada and can be done here.

Plastic shopping bags are a valuable resource; a resource that should be reused many times as possible and then given new life through recycling as a new product. Ontario has the potential to become a leader in bag reuse and recycling; a progressive jurisdiction building a job-creating recycling infrastructure and providing an example to other progressive jurisdictions on how to do it.

We look forward to meeting with you and will follow up with your executive assistant to agree on a mutually convenient meeting date.

Yours truly,



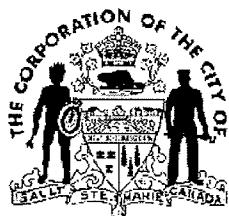
Cathy Cirko
Vice President, Environment and Health



Joe Hruska
EPIC Municipal Representative

6(7)(c)

Randall Roy
Waste Diversion
Supervisor



Public Works &
Transportation
Department

2007 03 26

Mayor John Rowswell
and Members of Council

RE: REDUCTION OF POLYETHYLENE BAGS IN THE WASTE SYSTEM

Introduction

City staff are proposing a revised campaign to reduce the use of polyethylene bags that end up at our landfill site. The application for funding previously presented to Council was denied by Stewardship Ontario. Staff is now reporting back to Council seeking approval of this modified campaign.

Discussion

Staff has continued to work with the local grocery retailers with the idea of reducing the number of plastic bags that end up in the landfill. The Waste Diversion Office has succeeded in encouraging most grocery retailers to offer their customers the use of multiuse bags.

Staff is proposing that a "Say Yes to Reuse and Recycling" day take place. This involves the City in cooperation with local youth distributing a limited number of reusable bags at the grocery outlets. This initiative has been recognized and supported by the Minister of the Environment, Laurel Broten. Citizens of Sault Ste. Marie have already taken the initiative with regards to recycling and have done an excellent job. The reduction and recycling of polyethylene bags is a task that we feel will be embraced by residents.

Costs

The total cost of this initiative is estimated at \$10,000. In order for this project to proceed, the City would be required to purchase the multiuse bags which will display the city's logo. The partners (grocery retailers) in this proposal have agreed to contribute a limited number of gift certificates to be placed in the reusable bags as incentives. The funding of this program has been discussed with Bill Freiburger, Commissioner of Finance and funds are available from the Waste Disposal Site Reserve account.

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Recommendation

It is recommended that Council approve “Say Yes to Reuse and Recycling” campaign and the purchase of City multiuse bags for a cost of \$10,000, with the funds would come from the Waste Disposal Site Reserve.

Respectfully submitted,



Randall Roy
Waste Diversion Supervisor

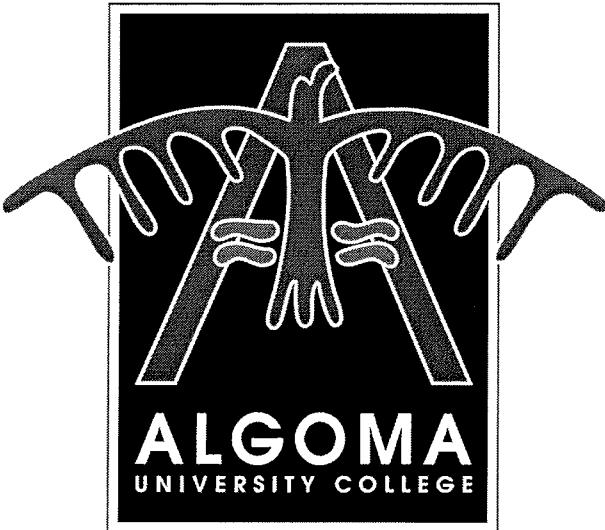
Recommended for approval,



Patrick M. McAuley, P.Eng
Commissioner

\Citydata\pwt\Dept Share\Council 2007\Ceilidh\Council Reports\Reduction of Polyethylene Bags in the Waste System

6(8)(a)



Bíidaabín
A new dawn

**Algoma U – a university of international distinction,
enriching generations of diverse cultures and communities.**

Debwewin
The truth

**Presented by: Dr. Celia Ross, President, Algoma University College
Spring 2007**

6(8)(a)

The Independence Project

Algoma University College is currently seeking to change its status from an affiliate college of Laurentian University to an independent, degree-granting institution, Algoma University.

The Board of Governors of Algoma University College is requesting that the Provincial Government of Ontario create Algoma University by granting a provincial university charter to Algoma University College, as soon as possible.

This new university will build on the current and real strengths of Algoma University College, an institution with more than 40 years history, on a site that has been dedicated to education since 1873.

This request is made as Algoma University College is in the midst of a period of sustained growth and expansion. Since 1998, the number of students attending Algoma University College has grown by more than 73%. This is more than double the rate of growth experienced by the Ontario university system overall.¹ And the trend is continuing: Algoma University College's total full-time-equivalent student count for 2006-2007 is 10.5% higher than its FTE count in 2005-2006.

Algoma University's student experience will be sought out by people who wish to earn a university degree in a friendly, open and welcoming community environment. This environment is attractive. Anishinaabe and other Indigenous students are choosing Algoma University College in higher numbers each year. This year, approximately 20% of registered students self-identify as Indigenous, creating a unique culture and identity for students on this campus. This percentage is higher than any other university in Ontario, and will increase with independence.

International students are also being drawn to Sault Ste Marie in greater numbers each year, due to a focused international recruitment effort, and development of attractive degree programs. Students from 20 different countries can be found on campus this year. As a comparison, in 2001-2002, there were a total of 5 international students here.

The small, student-focused classes and growing degree offerings are also helping 'first generation' students – those who are the first in their families to attend university – by providing a positive and successful academic environment. More than 50% of current students are the first in their families to attend university. A great number of these are from Northern Ontario – more than 70% of local secondary school graduates who are Ontario university-bound, chose to enrol at Algoma University College.



The Future

Algoma University will be a university of international distinction enriching generations of diverse cultures and communities.

As an independent, degree-granting institution located in Sault Ste Marie, Algoma University will continue to be a magnet for university students from the Algoma Region; from across the province and beyond; for Indigenous students from across Canada; and for students from around the world. Algoma University will continue to build intellectual, economic and civic capacity in Ontario, especially in Northern Ontario, contributing to economic, social and cultural resiliency and diversification.

Algoma University will continue building on Algoma University College's unique heritage and relationships with Anishinaabe peoples and other Indigenous communities. Focused on preparing students for individual, community and professional leadership, Algoma University will build integrated partnerships that support internationally recognized academic and research excellence in a Northern Ontario setting. Students will be empowered to test limits, create new knowledge and develop exciting ventures that make a positive contribution to the local and global community.

Key to its continued growth and relevance will be closer and evolving partnerships with other educational and research institutions, like Laurentian University and the Great Lakes Forestry Centre; community colleges throughout Ontario; and partners in India, China, Mexico, Scotland, and other countries.

Algoma University will continue its growth curve to establish a full-time-equivalent count of approximately 3,000 students. Degree offerings and academic development will be continue to be centred on programs that address emerging economic, social, cultural and professional needs identified regionally, provincially and internationally. As one of the smaller universities in Canada, with a recognized expertise in liberal arts and sciences, its primarily undergraduate programs will incorporate an appreciation of the modern-day development and historical heritage of Anishinaabe and other Indigenous peoples throughout its curriculum and services.

The evolution to Algoma University will not have a financial impact on Laurentian University or the operational funding model for this institution that is currently in place.

Algoma University College is currently funded directly by the Ministry on the same basis as all Ontario universities.

As an independent, degree-granting institution, Algoma University will have more opportunity to seek funding for academic and campus development from the various funding sources available to Ontario universities.



Current Strengths and Key Areas of Academic Development

1) Education Success for Anishinaabe and other Indigenous Peoples

“The strength of the relationship of both institutions is the enthusiasm, insight and pride, {and the desire] to promote success.” Karen Pine Cheechoo, Aboriginal Representative, Algoma U Student Union²

In a gala ceremony in May 2006 attended by National Chief Phil Fontaine, Chief Lyle Sayers, and other Chiefs from throughout Ontario; members of the Pine family (who are the descendants of Chief Shingwauk); the Mayor of Sault Ste Marie and others, an education covenant was signed by Algoma University College and the Shingwauk Education Trust.

The purpose of this covenant is to safeguard the educational future of the Anishinaabe and other Indigenous peoples. This covenant commits Algoma University College to supporting the Shingwauk Education Trust in its quest to develop a new post-secondary education institution that would offer university programs under the model of the “Teaching Lodge,” reclaiming the Anishinaabe culture, history, language and values.

The Shingwauk Education Trust has committed to helping to grow Algoma University College’s student services and academic programming to support academic success for Indigenous students, within a liberal arts and sciences curriculum. The Trust is also committed to and supportive of the evolution of Algoma University College to an independent degree-granting university, Algoma University.

Algoma University will build on the extensive partnerships Algoma University College has nurtured within Indigenous communities. Of the many ongoing projects resulting from these partnerships, the following are of special note:

- Aboriginal Science Exchange Camps, for elementary students
- Indigenous Film Festival, in partnership with imagineNative Film + Media Arts Festival
- Annual Elders Conference, sharing the language, culture and stories of the First Nations

Academic development has followed this principle and the following degrees are unique to Algoma University College.

- BA in Anishinaabemowin
- Honours BA in Community Economic and Social Development

A BA in Anishinaabe Studies is currently under development, with significant input from the Shingwauk Education Trust, and other Indigenous leaders and scholars. The first courses are planned to be offered in September 2007.

Current strengths and Key Areas of Academic Development

2) Proven relevance to students – today and into the future

Algoma University College has worked hard to increase its enrolment and is now seeing the fruit of a careful enrolment strategy. Enrolment has increased by 73% since 1998-99, outperforming the Ontario university system as whole by a significant margin.

This growth has come from several key areas:

- a. An increase in the percentage of local, Ontario university-bound students who enrol at Algoma University College. More than 70% of this group chose to pursue their degrees at Algoma University College's Sault Ste Marie campus.³ This is an increase of almost 100% in the percentage of this group studying at Algoma University College in only five years.
- b. The number of Anishinaabe and other Indigenous students studying at Algoma University College has increased significantly in the last five years. Many of these students are what are called 'first generation students'; many are mature students and many are college transfer students. Very few are the traditional 'direct-from-high-school' university student. Currently almost 20% of the student body self-identify as Indigenous, Metis or Inuit, and the goal is to increase in both real numbers and percentage until 40% of the student body is from these groups. This goal is supported by the Shingwauk Education Trust, and other aboriginal partners including the Assembly of First Nations.
- c. A careful international recruitment program has increased the percentage of students who are international visa students from less than 1% to almost 10% in five years. This is an important area of enrolment growth and the target is 15%.

While the target of 3,000 FTE might be seen to be ambitious, the academic and administrative team believe an independent Algoma University will find it achievable. An independent Algoma University will have the ability to develop academic programs and targeted student support programs more nimbly and effectively.

Key to this next phase of growth will be:

- a. Continued focus on developing new academic offerings that respond to current and emerging economic, social and cultural needs identified provincially, internationally and regionally.
- b. Expanding the scope and ranges of partnerships that support this goal, especially with Anishinaabe and other Indigenous communities.
- c. Strategic student recruitment and effective student retention strategies.
- d. Expanded teaching and research capacity with highly-qualified faculty.



Current Strengths and Key Areas of Academic Development

3) Proven – and growing - relevance to the regional and provincial economy

As an independent, degree-granting university, Algoma University will aggressively identify non-profit and corporate partnerships that develop new academic programs to prepare students to contribute to new and emerging social, business and professional needs and issues. This is a skill that is already well-developed within the academic and administrative team on this campus. Algoma University College's expertise in this area has been recognised by the Northern Ontario business community – the campus is the 2006 recipient of Northern Ontario Business Award Entrepreneurial Community of the Year. This award recognizes non-profit groups, government agencies and institutions that create conditions which affect economic growth or development in Northern Ontario through innovation and collaboration.

Algoma University will be well-positioned to build on the supports and networks in the community working to support economic development. For instance, the Sault Ste Marie Innovation Centre's IT Business Incubator is located on campus. The Innovation Centre is aggressively pursuing research and development projects that link with faculty research capabilities and interests.

The impact of the campus on the northern economy today is significant and well-recognised. Graduates of this campus remain in Northern Ontario, contributing highly desirable skills and aptitudes to regional communities and economies. More than 81% of recent graduates are living and working in the 'P' postal code area. This figure rises to 86% if all graduates of this campus since 1964, are accounted for.

The economic multiplier methodology used to calculate the impact of a university campus on the community well-being is well-known. Using commonly accepted factors and comparing studies in this area⁴ yields an estimate of the economic impact on the Algoma Region of \$25 million⁵, with the bulk of that benefit concentrated in Sault Ste Marie. This will increase in significance as the university continues its aggressive growth curve.



Current Strengths and Key Areas of Academic Development

4) Governance and Community Support

Algoma University College has a solid and well-tested governance structure that mirrors those found throughout the Ontario university system

Established in 1964, over time the Board of Governors and the Senate roles and responsibilities have become carefully defined and well-tested under clear corporate by-laws that could easily form the basis of the legislative act creating Algoma University. Organizational development is well-advanced.

For several years now the strategic planning process, involving all constituencies, has been embedded in the organizational culture and has made possible the rate of expansion and academic development experienced at Algoma University College. This is a rolling five-year planning process that requires ongoing attention and well-tuned response to current and emerging trends. With independence will come an increased agility and opportunity to respond to environmental, financial, and educational issues on behalf of students, faculty and the communities surrounding the campus.



Algoma University College Foundation

The Algoma University College Foundation was incorporated in 1982. Governed by an independent Board of Directors, its mandate is to:

- Provide funding for annual entrance scholarships and special projects through the Annual Campaign
- Provide funding for capital projects, maintenance and support through annual and endowed gifts
- To increase the Foundation's endowment to meet the needs of Algoma University College and its students
- Manage endowment funds and other assets for maximum effectiveness

The Foundation's endowment currently stands at \$2,148 per student FTE, which compares favourably to endowments at other Northern Ontario universities.⁶ This does not include pledged donations nor any outstanding matching funds due from the provincial government.

The Foundation is preparing for a major fundraising campaign to build on its successes and provide a much larger endowment to support the evolution of Algoma University College to Algoma University.

¹ Facts and Figures 2006, A Compendium of Statistics on Ontario Universities, Council of Ontario Universities, June 2006

² The Sentient, Volume 06-07, Issue 4, Algoma U Student Union

³ OUAC data

⁴ You, J. "Measuring the Economic Impact of Algoma University College on the City of Sault Ste Marie", Algoma University College, Department of Economics, 1990

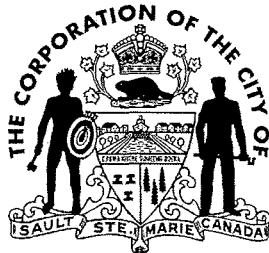
⁵ Based on economic impact of Nipissing University, on North Bay, as announced June 2005; *ibid*

⁶ CAUBO Report 2005



6(8)(b)

Shelley J. Schell, CA
Manager of
Finance and Audits



Finance Department

2007 03 26

Mayor John Rowswell and
Members of City Council

RE: Physician Recruitment Program

This report is to update Council on the Physician Recruitment Program.

2006 Casino Revenue

The following is a summary of Casino revenue received in 2005 and the allocation of those funds.

| | |
|---------------------------------|-------------------|
| Total 2006 City Casino Revenue | \$1,455,919 |
| Less: Additional policing costs | 269,284 |
| Additional fire costs | 85,736 |
| New Hospital contribution | <u>1,000,000</u> |
| Net 2004 City Casino Revenue | <u>\$ 100,899</u> |

On February 11, 2002, City Council approved the Chief Administrative Officer's report that all future Casino revenue surpluses are allocated to a reserve for future recruitment efforts, subject to annual review at budget time.

Physician Recruitment Budget

The Physician Recruitment and Retention Committee submitted a budget of \$643,996, which is funded from \$100,899 of unallocated Casino Revenue and \$241,499 contribution from the Group Health Centre and Sault Area Hospital. The budget includes \$139,633 for operating costs, \$459,593 for recruitment costs and \$44,770 for retention costs.

Physician Recruitment Reserve

Attached is a Physician Recruitment Cost and Reserve Summary as at December 31, 2006.

The summary shows that the reserve balance is currently \$331,341, after factoring in Committed Costs.

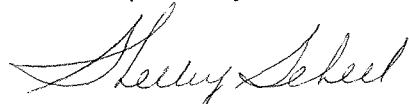
RECOMMENDATION

It is recommended that the 2007 Physician Recruitment Program be funded from the following sources:

| | |
|---|------------------|
| 1) Unallocated 2006 Casino Revenue Reserve | \$100,899 |
| 2) Contributions from Group Health Centre and Sault Area Hospital | 241,499 |
| 2) Physician Recruitment Reserve | <u>301,598</u> |
| | <u>\$643,996</u> |

This leaves a balance of \$29,743 available in the reserve.

Respectfully submitted,



Shelley J. Schell, CA
Manager of Finance and Audits

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

attachment

6(8)(b)

CORPORATION OF THE CITY OF SAULT STE. MARIE
 PHYSICIAN RECRUITMENT RESERVE
 DECEMBER 31, 2006
 456-010-054-9

| | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | Total | 2006 Reserve Balance |
|--|----------------|----------------|----------------|----------------|----------------|----------------|------------------|-----------------------|
| Revenue | | | | | | | | |
| City Casino Funds to Reserve | 353,220 | 631,731 | 611,161 | 0 | 555,915 | 242,911 | 2,394,938 | 2,394,938 |
| Group Health/Sault Area Hospitals | | | | 400,000 | 200,000 | 200,000 | 800,000 | 800,000 |
| | <u>353,220</u> | <u>631,731</u> | <u>611,161</u> | <u>400,000</u> | <u>755,915</u> | <u>442,911</u> | <u>3,194,938</u> | <u>3,194,938</u> |
| Costs | | | | | | | | |
| Actual Program Costs | | 115,883 | 393,692 | 764,817 | 971,320 | 517,884 | 2,763,597 | <u>2,763,597</u> |
| Total Reserve Balance, December 31, 2006 | | | | | | | | <u>431,341</u> |
| Committed Costs (see Note 1) | | | | | | | | <u>100,000</u> |
| Reserve Balance, after committed costs | | | | | | | | <u><u>331,341</u></u> |
| Reserve Balance after commitments | | | | | | | | <u>331,341</u> |
| Unallocated 2006 Casino Revenue Reserve (not yet approved by City Council) | | | | | | | | <u>100,899</u> |
| Physician incentives to be repaid (funds to be held by SAH) | | | | | | | | <u>41,499</u> |
| 2007 Group Health Centre | | | | | | | | <u>100,000</u> |
| 2007 Sault Area Hospital funding | | | | | | | | <u>100,000</u> |
| Funds available | | | | | | | | <u><u>673,739</u></u> |
| 2007 Proposed Budget | | | | | | | | <u><u>643,996</u></u> |
| excess/(deficit) | | | | | | | | <u><u>29,743</u></u> |

Note 1

Committed Costs:

| | |
|---------------------------------|-----------------------|
| Paediatrician Retention | - |
| Severence Costs | |
| Medical Students Summer Program | - |
| Physician Incentives | 100,000 |
| Community Strategy on Retention | |
| | <u><u>100,000</u></u> |

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-44

AGREEMENTS: (E.3.4.) A by-law to authorize an agreement with the City and The Electrical Safety Authority.

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 1st day of April, 2007 and made between the City and the Electrical Safety Authority for inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code for the period April 1, 2007 to March 31, 2008 as well as 15 hours of training sessions for City employees.

2. **SCHEDULE "A"**

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

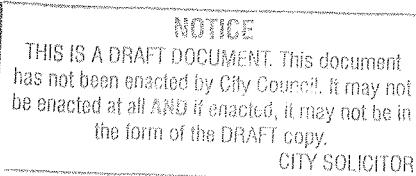
3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 26th day of March, 2007.

ACTING MAYOR – FRANK FATA

CITY CLERK – DONNA IRVING





CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Agreement With: **The Corporation of the City of Sault Ste Marie (hereinafter "Customer")**

Address: Box 580, 99 Foster Drive, Sault Ste Marie, Ontario P6A 5N1 00000331

1. Objective

The Electrical Safety Authority ("ESA") is designated pursuant to Ontario Regulation 89/99 as the authority responsible for electrical safety in the Province of Ontario including the administration and enforcement of the Electricity Act, 1998, C. 15 and the Ontario Electrical Safety Code, Ontario Regulation 164/99 as amended 10/02 (the "OESC").

Rule 2-006 of the OESC provides for periodic inspection of electrical installations in prescribed circumstances. ESA offers periodic inspection services through a program known as Continuous Safety Services. ESA will provide a program to assist the Customer in meeting its due diligence, risk management and quality control obligations and objectives in respect of electrical safety in accordance with the terms and conditions of this Agreement.

2. Scope of Work

2.1 Electrical Systems & Equipment

The following electrical systems at the facility or facilities (the Facility or Facilities) listed in Schedule "B" to this Agreement are covered by the provisions of this Agreement:

- (a) panels and distribution systems
- (b) service and electrical equipment
- (c) building and general wiring; and
- (d) like-for-like or equivalent retrofits of components of the equipment and systems included in subsections (a), (b) and (c) of this section 2.1.

2.2 Excluded Systems & Equipment

The following are not covered under this Agreement unless specifically provided in Schedule "A" or Schedule "C" (if applicable) to this Agreement:

- (a) safety training courses;
- (b) field evaluation (product approvals);
- (c) connection authorizations to the Local Distribution Company (Utility) for the connection or reconnection of the electrical service;
- (d) design review and consultation for renovation or new construction; and
- (e) new or retrofit equipment that alters electrical system size, characteristics, capacity or power consumption.

2.3 Scheduled Inspections

ESA will establish, in consultation with the Customer, a schedule of inspections for the Facilities which will include a visual review of the electrical systems and equipment in the Facilities and the work done, from time to time, on the electrical systems and equipment. Electrical hazards, deficiencies and work which does not comply with the OESC, as identified during scheduled inspections will be reported to the Customer.

2.4 Record of Electrical Work

ESA will assist the Customer in setting up a Record of Electrical Work to facilitate compliance with Rules 2-003 and 2-006 of the OESC.

2.5 Code Interpretation and Advice

Within thirty (30) days of the commencement date of this Agreement, ESA will provide the Customer with the latest edition of the OESC as indicated in "Schedule A". Code Bulletins, Flash Notices and amendments to the OESC will also be provided to the Customer as they become available.

In the course of performing scheduled inspections, ESA will advise the Customer on compliance with the requirements of the OESC. The Customer will also have access to an ESA Technical Advisor during ESA's normal business hours.



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

10(a)

3. Service Delivery

3.1 Inspection Staff

All work will be performed in a diligent and professional manner by fully qualified electrical inspectors employed by ESA. ESA will assign a primary and a backup inspector for each Facility.

3.2 Hours of Service

Unless otherwise agreed in writing, all services will be performed during ESA's normal service delivery hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays.

3.3 Compliance with Laws, Regulations, Policies and Procedures

ESA inspectors will comply with all applicable laws and regulations including legislation governing workplace health and safety and also with health, safety and other workplace policies, procedures and rules of the Customer. In the event a policy, procedure or rule of the Customer conflicts with a law or regulation, including a provision of the Electricity Act or the OESC, the law or regulation shall prevail.

3.4 Confidentiality

ESA will not disclose any trade secrets or proprietary information of the Customer without the prior written consent of the Customer unless ESA is required to disclose such information for purposes of electrical safety or if required by law to make the disclosure.

3.5 Electrical System & Equipment Stoppage

ESA may, from time to time, require that electrical systems or equipment be stopped or de-energized. ESA will confer with the Customer prior to taking such action except in circumstances where, in the opinion of the ESA inspector, the system or equipment poses a serious safety hazard in which case the ESA inspector may require immediate stoppage or de-energizing of the electrical system or equipment.

3.6 Reporting

ESA shall advise the Customer in writing of all hazards, deficiencies or situations of non-compliance with the OESC identified through the visual inspection process.

4. Customer's Obligations

4.1 Compliance

The Customer shall comply with all provisions of the OESC and this Agreement including the requirements of Rule 2-004 to file applications for inspection for work which is beyond the scope of this Agreement.

4.2 Inspector Access

The Customer will provide reasonable access to the Facility and the electrical systems and equipment in the Facility in order to permit ESA to perform the required inspections pursuant to this Agreement and as required by the Electricity Act, 1998, s. 113 (10).

4.3 Record of Electrical Work

The Customer will maintain a Record of Electrical Work in a format agreed with ESA and will make the Record available to ESA at ESA's request. The Customer will ensure all work within the scope of this Agreement is recorded, including that done by both the Customer's employees or a third party. At the Customer's option, the Customer may use the same Record of Electrical Work to record work outside the scope of this Agreement and for which applications for inspection are filed pursuant to Rule 2-004 of the OESC.

4.4 Correction of Defects

The Customer will ensure all hazards, deficiencies or situations of non-compliance with the OESC identified and reported to the Customer by ESA are remedied as required by Rule 2-018 of the OESC.



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

10(a)

4.5 Reporting of Incidents

The Customer will report to ESA any serious electrical incident as required by Rule 2-007 of the OESC.

5. Fees and Payment

5.1 Fees and Terms of Payment

The Customer agrees to pay ESA the fees set out in Schedule "A" on the terms specified in Schedule "A".

5.2 Suspension of Service

If payment is not made within sixty (60) days of the due date, ESA may, at its option, without notice and without penalty or liability, suspend performance of this Agreement. During any period in which service is suspended, the Customer will be required to comply strictly with OESC Rule 2-004 by filing applications for inspection of all work on electrical systems and equipment in the Facility before or within 48 hours of commencement of the work. regardless of whether such work is within the scope of this Agreement.

6. Term, Renewal and Termination

6.1 Term

This Agreement will commence and expire on the dates shown in Schedule "A"

6.2 Renewal

On expiry this Agreement will be renewed for a further term of one (1) year at the expiry of the original term or any subsequent renewal term unless written notice is given by one party to the other not less than sixty (60) days prior to the original term or the subsequent renewal term as the case may be.

6.3 Termination for Cause

Either party may terminate this Agreement for cause without prior notice in the event the other party becomes bankrupt or insolvent or makes a proposal to creditors. Either party may otherwise terminate this Agreement for cause on five (5) days prior written notice to the other party if the defaulting party has failed to remedy a breach of the Agreement within ten (10) days of written notice of the breach. The Customer will pay to ESA all outstanding fees prorated to the date of termination.

6.4 Partial Termination

In the event the Customer ceases to carry on business in a Facility covered by this Agreement, the Customer may upon thirty (30) days written notice cancel this Agreement in so far as it applies to that Facility. The annual fee will be adjusted based on the work done at that Facility to the date the Agreement ceases to apply to the Facility.

7. Liability and Insurance

7.1 Liability

ESA's liability for injury to persons or damage to property shall be limited to that caused directly by negligence or willful default on the part of ESA or its employees. ESA shall, in no event be liable for indirect or consequential damages

7.2 Force Majeure

ESA shall not be subject to any liability arising or penalty arising from or in connection with the failure to deliver, delay or interruption of service due to weather conditions, fire, accident, work stoppage or slowdown or other reasons beyond the control of ESA.



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

7.3 Insurance

ESA will maintain insurance coverage considered appropriate by ESA and its insurance advisors. ESA is designated by Ontario Regulation 561/99 as a Schedule 2 employer under the Workplace Safety and Insurance Act. ESA will, on request, provide certificates of insurance to the Customer.

8. General Provisions

8.1 Entire Agreement

This Agreement, including any Schedules listed below is the entire agreement between the parties and there are no representations, conditions, undertakings or warranties except as expressly contained in this Agreement. Any amendment to this Agreement must be in writing and signed by both of the parties.

Schedule "A" – Fees, Terms and Included Services

Schedule "B" – Facilities

Schedule "C" – Special Provisions (*If Applicable*)

8.2 Non-Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any rights of the party.

8.3 Governing Law

This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Ontario.

8.4 Assignment

This Agreement may not be assigned without the written consent of both parties.

8.5 Notice

Any notice given under this Agreement shall be in writing and delivered by fax or mailed to the address of the other party shown below. Notice given by fax will be deemed to be received on the date the notice is faxed. Notice given by mail will be deemed to be made on the third day following the mailing of the notice.

The foregoing terms and conditions are agreed to by the parties as evidenced by their signatures to this Agreement.

Customer Signature

Name (Please Print)

Title

Address

Phone #

Date

ESA Signature

Peter Lambert

Name (Please Print)

Northern Territory, General Manager

Title

2140 Regent St South, Sudbury Ontario P3E
5S8

Address

705-523-1032

Phone #

Date



CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Schedule "A"

Fees, Terms and Included Services

Customer Information:

Full Legal Name: The Corporation of the City of Sault Ste. Marie

Address: 99 Foster Drive

City: Sault Ste. Marie Prov/State: Ontario Country: Canada

Postal Code: P6A 5N1 Phone: 705-759-5403 Fax: 705-759-5405

Contact: Lorri Bottos

Title: City Solicitor

E-mail Address: _____

Website: _____

Purchase Order Number: _____

Billing Address: Same As Above

Name: _____

Address: _____ City: _____

Province / State: _____ Country: _____ Postal Code: _____

Contact: _____ Title: _____

Direct Line: _____ Direct Fax: _____

E-mail Address: _____

Included Services:

Inspector Reports to be provided for each visit: Yes

Code Books: 0 Safety Meeting(s) Attended By Inspector: 0

Bulletins on CD: 0 Other Meetings: 0

Bulletins Hardcopy: 0 Extra Code Consultation Hours: 0

Log Books: 75 Plan Review Hours: 0

Training Workshops: 10 Total Hours Training 15.0

Details of Training (If Applicable)

331

Terms of Agreement:

Years in Agreement: 1 Agreement Start Date: April 1 ,2007

Payment Terms: Net 30 Days Agreement End Date: March 31, 2008

Billing Period/Frequency: Quarterly in Advance Number of Billing Addresses: 1

Amount of Annual Fee: \$ 34,972.00 Plus GST

Overdue amounts will be subject to a late payment charge of 2% per month, which equals an effective annual rate of 26.8%

In each year subsequent to year 1 of this Agreement, the Annual Fee shall automatically increase by: 3%

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Schedule "B"

Site Information

| Site Name | Street Address | City | Postal Code | Inspector Contact | Phone | Email Address | Visits |
|---|--------------------------|------------------|-------------|-------------------|--------------|---------------|--------|
| Fish Hatchery | 35 Canal Drive | Sault Ste. Marie | P6A 5N1 | | 705-759-5403 | | 2 |
| Senior Citizens Ctr. | 235-283 Wellington St. w | Sault Ste. Marie | | | | | 1 |
| Senior Citizens Ctr. | 619 Bay Street | Sault Ste. Marie | | | | | 1 |
| Steelback Centre | 269 Queen St East | Sault Ste. Marie | | | | | 2 |
| McMeeken Arena | 616 Goulais Avenue | Sault Ste. Marie | | | | | 2 |
| John Rhodes Comm.Ctr | 260 Elizabeth Street | Sault Ste. Marie | | | | | 2 |
| V.E. Greco Pool | 269 Albert Street | Sault Ste. Marie | | | | | 2 |
| P.G. Manzo Pool | Goetz Street | Sault Ste. Marie | | | | | 2 |
| Norgoma Docks | Foster Drive | Sault Ste. Marie | | | | | 2 |
| Tent Structure Bondar Pav, | Foster Drive | Sault Ste. Marie | | | | | 2 |
| Lock Tours Canada Bldg | Foster Drive | Sault Ste. Marie | | | | | 2 |
| Service Bldg, Bondar Pav, | Foster Drive | Sault Ste. Marie | | | | | 2 |
| Pine Street Marina Fuel Pmps, Service Bldg. | Foster Drive | Sault Ste. Marie | | | | | 2 |
| Pine Street Marina Docks | Pine Street | Sault Ste. Marie | | | | | 1 |
| Maycourt Center | 13 Salisbury | Sault Ste. Marie | | | | | 1 |
| Jesse Irving Center | 84 Ruth Street | Sault Ste. Marie | | | | | 1 |
| Central Fire Station | 72 Tancred Street | Sault Ste. Marie | | | | | 2 |
| Firehall #2 | 363 Second Line West | Sault Ste. Marie | | | | | 2 |
| Firehall #3 | 100 Bennett Blvd. | Sault Ste. Marie | | | | | 2 |
| Firehall #4 | 66 Old Garden River Road | Sault Ste. Marie | | | | | 2 |
| Civic Center | 99 Foster Drive | Sault Ste. Marie | | | | | 2 |
| Landfill Office/Scale/Garage | Fifth Line | Sault Ste. Marie | | | | | 2 |
| Main Library | 50 East Street | Sault Ste. Marie | | | | | 2 |
| Branch Library | 496 Second Line West | Sault Ste. Marie | | | | | 2 |
| Museum | 690 Queen Street East | Sault Ste. Marie | | | | | 2 |

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

| | | | | | | | |
|--|--------------------------|------------------|--|--|--|--|---|
| Ermatinger Stone House/ Block House/Summer Kitchen | 831 Queen St. East | Sault Ste. Marie | | | | | 1 |
| | | | | | | | |
| Bandshell/Canteen/Washroom | Queen/Lake Street | Sault Ste. Marie | | | | | 2 |
| Police Headquarters/Storage Bldg | 580 Second Line | Sault Ste. Marie | | | | | 2 |
| City Works Center/Equip.Storage/Equip. depot/Storage/Fuel pumps/Laboratory/Pipe plant. | 128 Sackville Road | Sault Ste. Marie | | | | | 2 |
| | | | | | | | |
| Transit Center | 111 Huron Street | Sault Ste. Marie | | | | | 2 |
| Bus Depot | 160 Queen Street | Sault Ste. Marie | | | | | 2 |
| Cemetery Office/Chapel/Storage | Fourth Line/Peoples Road | Sault Ste. Marie | | | | | 1 |
| Mausoleum/Rotunda | Holy Sepuchre Cemetery | Sault Ste. Marie | | | | | 1 |
| Equipment Garage/Fuel Pumps/3 Storage Bldgs. | 1504 Peoples Road | Sault Ste. Marie | | | | | 2 |
| Esposito Park Change house | Queen Street | Sault Ste. Marie | | | | | 2 |
| Grandstands/Changeroom | York/North Streets | Sault Ste. Marie | | | | | 2 |
| Office/Rec.Storage | 316 Elizabeth Street | Sault Ste. Marie | | | | | 2 |
| Greenhouse/Potting Bldg. | Queen/Lake Street | Sault Ste. Marie | | | | | 1 |
| Queen Elizabeth Park, Bleachers/Press Box/Scoreboard/Ticket Booth/Storage/ | 280 Elizabeth Street | Sault Ste. Marie | | | | | 2 |
| Rossmore Road Park, Bleachers/Press Box/Storage/Canteen/Fieldhouse/Dugouts | Rossmore Road | Sault Ste. Marie | | | | | 2 |
| Point Dechenes Park, Office/Dwelling/Storage/Water Pumphouse/Washrooms/Showers/Water Treatment/Changerooms | Dechenes Drive | Sault Ste. Marie | | | | | 2 |

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

| | | | | | | | |
|--|-----------------------------|------------------|--|--|--|--|---|
| Second Line East Park, Washrooms/Storage/Batters Cage/Booth/Bleachers/Ticket Booth | | Sault Ste. Marie | | | | | 2 |
| Dwelling | 641 Old Garden River Road | Sault Ste. Marie | | | | | 1 |
| Equestrian Center, Stable A,B,C, Storage, Tack Room/Office/Lunch Room | Old Garden River Road | Sault Ste. Marie | | | | | 2 |
| Outdoor Rink Changehouses (7) | | Sault Ste. Marie | | | | | 7 |
| Sault Potters Guild | 861 Second Line West | Sault Ste. Marie | | | | | 1 |
| West Korah Hall | 740 Allens Side Road | Sault Ste. Marie | | | | | 1 |
| K-9 Obedience School | 76 Fourth Line | Sault Ste. Marie | | | | | 1 |
| Additional Bldg City Landfill | Fifth Line East | Sault Ste. Marie | | | | | 1 |
| Pumpstation | 765 Bonney Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Muriel Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Huron Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Lake Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Pine Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | MacGregor Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Northern Avenue | Sault Ste. Marie | | | | | 1 |
| Underground Station | Varsity Avenue | Sault Ste. Marie | | | | | 1 |
| Underground Station | Fort Creek Drive | Sault Ste. Marie | | | | | 1 |
| Underground Station | Tallack Blvd. | Sault Ste. Marie | | | | | 1 |
| Underground Station | Mary Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | 800 Yonge Street | Sault Ste. Marie | | | | | 1 |
| Underground Station (2) | Industrial Park | Sault Ste. Marie | | | | | 2 |
| Underground Station | Wellington Street Underpass | Sault Ste. Marie | | | | | 1 |
| Underground Station | Denwood Drive | Sault Ste. Marie | | | | | 1 |
| Underground Station | Upper Lake Street | Sault Ste. Marie | | | | | 1 |
| Underground Station | Foster Drive | Sault Ste. Marie | | | | | 1 |
| Office Building | 540 Albert Street East | Sault Ste. Marie | | | | | 2 |

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

| | | | | | | | |
|-----------------------------|--------------------------|------------------|--|--|--|--|---|
| Household Waste Depot | 128 Sackville Road | Sault Ste. Marie | | | | | 2 |
| Storage & Repair Garage | 71 Old Garden River Road | Sault Ste. Marie | | | | | 2 |
| Churchill Plaza Library | Trunk Road | Sault Ste. Marie | | | | | 2 |
| John Street Pumping Station | John Street | Sault Ste. Marie | | | | | 1 |
| Boardwalk Lighting & Dist. | St.Marys River Drive | Sault Ste. Marie | | | | | 1 |
| SSM Welcome Sign | Hwy 17 East | Sault Ste. Marie | | | | | 1 |
| Anna McRea Park | Mark Street | Sault Ste. Marie | | | | | 1 |
| Pumpstation | Gore Street | Sault Ste. Marie | | | | | 1 |
| Pumpstation | Glasgow Street | Sault Ste. Marie | | | | | 1 |
| Pumpstation | Frontenac Street | Sault Ste. Marie | | | | | 1 |
| Litner Park | | Sault Ste. Marie | | | | | 1 |
| Millwood Pumping Station | Millwood Street | Sault Ste. Marie | | | | | 1 |
| Parking lots | Various locations | Sault Ste. Marie | | | | | 1 |

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Addendum #1 Inspection of New Electrical Installations

Supplemental to the Agreement between ESA and The City of Sault Ste. Marie and notwithstanding Article 2 of the Agreement Services and Provisions, ESA will inspect new electrical installations in accordance with the terms and conditions set out below.

- "New electrical installation" shall be defined as work that alters the size, characteristics, capacity or power consumption of the electrical system. For the purposes of this Agreement, replacement of a component with a similar or like-for-like component is not a new electrical installation (see Agreement Services and Provisions).
- Under this Addendum, The City of Sault Ste. Marie will record new electrical installations accomplished by their own staff or Contractors in the ESA internet log book system, avoiding the cost and administration of applying for numerous individual permits. However, The City of Sault Ste. Marie must record and notify ESA of each new electrical installation within 48 hours of the work's commencement, and must notify ESA of all work ready for inspection *before that work is energized or rendered inaccessible*.
- The City of Sault Ste. Marie shall pay ESA cdn.\$ 3,000.00 annually in advance to buy a blanket permit for inspection of new electrical installations. ESA will apply the rules and rates of the latest Electrical Inspection Fee Guide to applicable work reported by The City of Sault Ste. Marie, and debit the blanket permit purchase order accordingly.
- When the blanket permit purchase order has been depleted, The City of Sault Ste. Marie may issue another purchase order or revert to buying individual permits. Any outstanding credit at the time of renewal will be carried forward and applied in the subsequent Agreement year, provided that in the case of termination, any outstanding credit at the time of such-termination-shall-be-promptly-repaid-by-the-ESA-to-The-City-of-Sault-Ste.-Marie.
- Inspection of new electrical installations will generally be done during regularly scheduled visits as outlined in the Agreement. Separate visits may be done as required, and if warranted visits outside of ESA's Normal Working Hours are available for a surcharge to cover site and travel overtime.
- To administer this Addendum the ESA shall charge The City of Sault Ste. Marie an annual non-refundable administration charge equaling fifteen (15) percent of the value of the blanket permit for the new electrical installations.

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Upon The City of Sault Ste. Marie's request, ESA shall promptly provide a written accounting of amounts debited from the blanket permit purchase order with such accounting to include the inspections undertaken and the rate applicable to such inspection.

If The City of Sault Ste. Marie fails to comply with the terms and conditions of this Addendum, in particular the reporting • requirements, ESA may cancel the services provided hereunder without notice. The parties hereto, acknowledge and agree that this Addendum shall be governed by and subject to, including, without limitation, the Agreement Services and Provisions Article

Customer Signature

Name (Please Print)

Title

Address

Phone #

Date

ESA Signature

Peter Lambert

Name (Please Print)

Northern Territory, General Manager

Title

2140 Regent St South, Sudbury Ontario P3E 5S8

Address

705-523-
1032

Phone #

Date

CONTINUOUS SAFETY SERVICES AGREEMENT

Electricity Act, 1998, Ontario Electrical Safety Code, O. Reg. 10/02, Rule 2-006

Schedule “C”

Training

Electrical safety awareness workshops “**Keys to Workplace Electrical Safety**” are included in this contract each year as per Schedule “A” of this agreement. There is a maximum of 30 participants per workshop

Keys to Workplace Electrical Safety (Module 1)

A 1-hour electrical safety workshop developed to meet the needs of commercial, institutional and industrial customers and their workers.

All Staff will:

- learn the risk electricity can pose and why the Electrical Safety Authority is encouraging electrical safety education.
- recognize common electrical hazards.
- increase knowledge of how electrical shocks cause injuries and death.
- participate in using a 5-step framework for increasing electrical safety.

Topics include:

1. Avoiding common electrical hazards.
2. Keeping electrical rooms safe.
3. “5 Steps” to electrical safety.
4. Legal requirements for Ontario Electrical Safety Code inspection and approval.
5. Electrical Safety “Top 10”.
6. How electrical shocks cause injuries and death.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2007-53

AGREEMENT: (File No. O.1.1.3) A By-law to authorize an agreement with the City and the Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Minister of Public Infrastructure renewal for air quality monitoring on city Property.

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 this 26th day of March 2007 and made between the City and the Ontario Realty Corporation acting as agent on behalf of Her majesty the Queen in Right of Ontario as represented by the Minister of Public Infrastructure renewal for air quality monitoring on City property.

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 26th day of March 2007.

ACTING MAYOR – FRANK FATA

CITY CLERK – DONNA IRVING

LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in quadruplicate as of the 14th day of March, 2007
with effect as of the 1st day of December, 2006.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

herein called the "Licensor"

OF THE FIRST PART

AND:

ONTARIO REALTY CORPORATION, ACTING
AS AGENT ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF
PUBLIC INFRASTRUCTURE RENEWAL

herein called the "Licensee"

OF THE SECOND PART

WHEREAS by a License Agreement dated September 13, 2005, (the "License"), the Licensor did license unto the Licensee for a term of Fourteen (14) months commencing on October 1, 2005 and ending on November 30, 2006 (the "Term"), the premises more particularly described as an air monitoring station comprising approximately One Hundred (100) square feet (the "Licensed Premises"), on the lands directly adjacent to the building municipally known as 638 Cathcart Street (the "Building"), in the City of Sault Ste. Marie, in the Province of Ontario (the "Lands"), as shown in Schedule "A" attached thereto;

AND WHEREAS the License and this License Extension and Amending Agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein;

AND WHEREAS the parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.

Extension of License

2. The Term of the License is hereby extended for a further term of two (2) years commencing on December 1, 2006 and ending on November 30, 2008 (the "First Extension Term").

Amendments to License

3. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:
- (a) The Licensor and the Licensee agree to relocate the Licensed Premises to the perimeter of the Lands so as not to interfere with the Licensor's snow storage or other such uses.
 - (b) Section 2 of the License (Term) is hereby amended by deleting the last sentence of that Section and replacing same with "The Licensee or the Licensor shall have the right to terminate this Agreement at any time, by giving the other not less than Ninety (90) days' prior written notice of termination without penalty, compensation, damages or bonus to the other."
 - (c) Section 7 of the License (Environmental Contaminants) is hereby amended by deleting the definition of "Environmental Contaminant" and replacing same with "Environmental Contaminant" means: (i) any substance which, when it exists in the Building or the water supplied to or in the Building, or when it is released into the Building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Building or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).
 - (d) Section 11 of the License (Notices) is hereby amended to provide the following addresses for notice:

Licensor: The Corporation of the City of Sault Ste. Marie
 99 Foster Drive
 P.O. Box 580
 Sault Ste. Marie, ON P6A 5N1
 Attention: Mr. Lorie Bottos, City Solicitor
 Tel: 705-759-2500
 Fax: 705-759-5405

Licensee: Ontario Realty Corporation
 11th Floor Ferguson Block
 77 Wellesley Street West
 Toronto, ON M7A 2G3

Attention: Vice-President,
 Leasing and Lease Administration
 Tel: 416-327-3937
 Fax: 416-327-3376

With a copy to:

| |
|---|
| Ontario Realty Corporation Suite 9 3767 Highway 69 South Sudbury, ON P3E 4N1 Attention: Regional Director of Operations Tel: 705-564-7500 Fax: 705-564-7570 |
|---|

Any notice required shall be given in writing and delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third business day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery.

(e) Schedule "A" of License (Location for Air Monitoring Station) is hereby deleted and replaced with Schedule "A" attached hereto.

4. The Licensor and the Licensee hereby mutually covenant and agree that during the First Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License, as extended and amended hereby.

5. The Licensor and any of its successors, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the License or the exercise of any of the rights or obligations of the Licensor hereunder. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this License, the Licensor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this License.

6. Except as otherwise specifically provided in this Agreement, all words and expressions used in the License shall apply to and be read as applicable to the provisions of this Agreement.

7. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.

8. The Licensor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended.

9. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

10. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

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

Per: _____
Name:
Title:

Authorized Signing Officer

Per: _____
Name:
Title:

Authorized Signing Officer

**ONTARIO REALTY CORPORATION, ACTING
AS AGENT ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
PUBLIC INFRASTRUCTURE RENEWAL**

Per: _____

Don Patterson
Vice-President, Leasing and Lease Administration

Authorized Signing Officer

DATED: March 14, 2007

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

- and -

**ONTARIO REALTY CORPORATION, ACTING AS
AGENT ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER
OF PUBLIC INFRASTRUCTURE RENEWAL**

**LICENSE EXTENSION AND
AMENDING AGREEMENT**

c/o Ontario Realty Corporation
Leasing Department
11th Floor, Ferguson Block
77 Wellesley Street West
Toronto, ON M7A 2G3

L11194

10(4)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-54

AGREEMENT: (L.5.2) A by-law to authorize an agreement between the City and the Province of Ontario for funding toward the development of a draft strategy for the commemoration and celebration of the War of 1812 Bicentennial.

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 19th day of March, 2007 between the City and the Province of Ontario for funding toward the development of a draft strategy for the commemoration and celebration of the War of 1812 Bicentennial.

2. **SCHEDULE "A"**

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

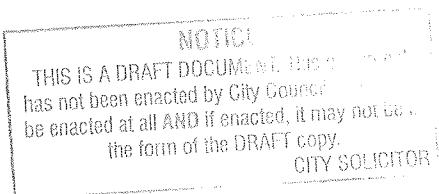
3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 26th day of March, 2007.

ACTING MAYOR – FRANK FATA

CLERK - DONNA P. IRVING



SCHEDULE "A"

ONTARIO FUNDING AGREEMENT

THIS AGREEMENT made as of March 19, 2007.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Tourism

(the "**Province**")

-and-

CITY OF SAULT STE. MARIE

(the "**Recipient**")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province desires to fund the Recipient for the purpose of assisting with the Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes 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. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

10(c)

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Tourism
by:

Date

Name: Michael Langford
Position: Director, Investment & Development Office

Authorized Signing Officer

CITY OF SAULT STE. MARIE
PER:

March 26, 2007

ACTING MAYOR – FRANK FATA

March 26, 2007

CLERK – DONNA IRVING

I/we have authority to bind the Recipient

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:
- (a) "**Additional Requirements**" means the requirements, if any, specified in Schedule "B";
 - (b) "**Agreement**" means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
 - (c) "**Budget**" means the Project budget set out in Schedule "D";
 - (d) "**Expiration Date**" means the date on which this Agreement will expire and is the date set out in Schedule "B";
 - (e) "**Fiscal Year**" means:
 - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
 - (f) "**Funding**" means the funds provided to the Recipient by the Province pursuant to this Agreement and shall be payable in lawful money of Canada;
 - (g) "**Maximum Funding**" means the maximum amount of the Funding to be provided as set out in Schedule "B";
 - (h) "**Project**" means the project described in Schedule "C".

2.0 Term of the Agreement

- 2.1 The term of this Agreement will commence on the date set out on the first date of the Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

- 3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.
- 3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".

- 3.3 Despite sections 3.1 and 3.2, the Province:
- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of an unaudited financial statement provided to the Province pursuant to Article 11.0; and
 - (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Requirements have been met.

4.0 Project

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the time lines provided in Schedule "C".

5.0 Budget

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.
- 5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

6.0 Interest

- 6.1 The Recipient will place the Funding in an interest bearing account and will, at the request of the Province, account to the Province on the interest earned on the Funding.
- 6.2 All interest earned on the Funding belongs to the Province. The Recipient will use the interest only for the Project or for purposes otherwise authorized in writing by the Province, and will pay the interest to the Province immediately on the request of the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

- 7.1 The Recipient will acquire all supplies, equipment and services purchased with the Funding through a competitive process that ensures the best value for funds expended. For supplies, equipment and services the purchase price of which exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
 - (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.

7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

8.0 Conflict of Interest

8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.

8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.

8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

9.0 Representations and Warranties

9.1 The Recipient represents and warrants that:

- (a) it has the power and authority to enter into this Agreement and to carry out the terms of this Agreement, including, but not limited to, the right to carry-out the Project;
- (b) if applicable, all information provided in the Recipient's application for Funding remains true correct and complete in every respect except as set out to the contrary in this Agreement. Without limitation, the Project and the Budget are as set out in this Agreement and not as set out in the application material;
- (c) it is qualified to do business wherever necessary to carry out the terms of this Agreement; and
- (d) it is not a party to any agreement, business or other relationship that may conflict with this Agreement.

10.0 Further Conditions

10.1 The Province may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

10.2 The Province may impose additional terms and conditions on any consent it provides pursuant to this Agreement.

11.0 Reporting, Accounting and Review

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

- 11.3 Each report referred to in paragraph 11.1(a) and (b) will include the following items:
- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
 - (b) an unaudited statement which accounts for Project revenue and expenditures;
 - (c) an indication of whether the objectives of the Project are being / were met;
 - (d) a description of how the success of the Project is being / was measured;
 - (e) a description of the level of community participation and response; and
 - (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient, otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient.
- 11.4 The Recipient:
- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
 - (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
 - (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.
- 11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:
- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
 - (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
 - (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
 - (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.
- 11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.
- 11.7 The purposes for which the Province may exercise its rights under this Article include:
- (a) determining for what items and purposes the Recipient expended the Funding;
 - (b) determining whether and to what extent the Recipient expended the Funding with

due regard to economy and efficiency; and

- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

12.0 Limitation of Liability

- 12.1 The Province, its officers, employees and agents will not be liable to the Recipient or its officers, directors, employees or agents for any general, consequential, incidental, indirect or special damages, injuries, costs, expenses, lost profits or any other losses howsoever caused that arise out of or are in any way related to the Project or this Agreement.

13.0 Indemnity

- 13.1 The Recipient will indemnify the Province, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses howsoever caused that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless it was caused by the negligence or wilful act of the Province.

14.0 Insurance

- 14.1 The Recipient will at its own expense put in effect and maintain, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person carrying out a project similar to the Project, including:

- (a) Commercial General Liability Insurance, on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) products and completed operations aggregate. The policy will include the following clauses:
- (i) the Province as an additional insured;
 - (ii) Contractual Liability;
 - (iii) Cross Liability;
 - (iv) A valid WSIB Clearance Certificate, or Employers Liability, which ever applies;
 - (v) Tenants Legal Liability; (**for premises/building leases only**)
 - (vi) Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - (vii) Thirty (30) day written notice of cancellation, termination or material change.

- 14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit

- 15.1 The Recipient will acknowledge the support of the Province in all reports, materials,

advertising and publicity related to the Project in a format approved by the Province.

- 15.2 The Recipient will acknowledge in any report or materials related to the Project that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Province.

16.0 Termination for Convenience

- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Recipient.

17.0 Termination by the Province

- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

(a) in the opinion of the Province:

- (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
- (ii) the Recipient breaches any provision of this Agreement;
- (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
- (iv) it is not reasonable for any reason for the Recipient to complete the Project;

(b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or

(c) the Recipient ceases to carry on business.

- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:

(a) of the particulars of the breach;

(b) of the period of time within which the Recipient is required to remedy the breach; and

(c) that the Province will terminate this Agreement:

- (i) at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
- (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and

(a) the Recipient does not remedy the breach within the time period specified in the notice;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the

Province considers reasonable; or

- (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,

the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.

- 17.4 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

18.0 Funding Upon Termination

- 18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:

- (a) cancel all further Funding instalments; and/or

- (b) demand the repayment of any Funding (including any interest) remaining under the control of the Recipient;

and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.

- 18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:

- (a) cancel all further Funding instalments; and/or

- (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.

19.0 Recipient's Repayment of Funds

- 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

- 19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.

- 19.3 The Recipient will pay the amount demanded by cheque payable to **Minister of Finance, Ontario**.

- 19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will belong to the Province and will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:

- (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
 - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
- (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
 - (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.
- 21.0 Severability of Provisions**
- 21.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 22.0 Amendment and Waiver**
- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 23.0 Independent Parties**
- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.
- 24.0 Assignment of Agreement or Funding**
- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 25.0 Governing Law**
- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement

will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

26.0 Further Assurances

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28.0 Survival

- 28.1 The provisions in Articles 6.0 (Interest), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival) and section 7.2 (Disposal of Assets) shall survive for a period of seven (7) years from the date of expiry or termination of this Agreement.

29.0 Appropriation

- 29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 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.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and shall be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act

32.1 The Recipient acknowledges that the Province is bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.

33.0 Time of Essence

33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

34.0 Number and Gender

34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

35.1 Where the Recipient is made up of two or more entities, each such entity shall be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS | |
|---|---|
| Maximum Funding | \$ 8,000.00 |
| Funding Instalments | \$ 8,000.00 upon Signing of the Agreement |
| Expiration Date | August 31, 2007 |
| Address for notice if to the Province | Alan Rimmington Senior Consultant, Investment & Development Office 9th Floor, Hearst Block 900 Bay Street Toronto, Ontario M7A 2E1 Tel.: (416) 325 8866 Fax: (416) 327 2506 |
| Address for notice if to the Recipient | Kathy Fisher Curator, Ermatinger Clergue National Historic Site Box 580 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1 Tel.: (705) 759 5443 Fax: (705) 759 6990 |
| Reporting | Draft Strategy Due date: July 31, 2007 |
| Additional Requirements | The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement. |

**SCHEDULE "C"
PROJECT DESCRIPTION AND TIMELINES**

The Municipality and its regional partners are undertaking the development of a draft strategy for the commemoration and celebration of the War of 1812 Bicentennial. The ministry is providing this funding to be used only to facilitate regional planning for the War of 1812 Bicentennial.

By July 31, 2007, the Municipality will provide the ministry with copies (electronically and printed) of their draft regional strategy for the War of 1812 Bicentennial.

SCHEDULE "D"
BUDGET

MTour \$8,000.00

To be used only for War of 1812 Bicentennial planning purposes.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-55

AGREEMENT: (A.3.9) a by-law to authorize an agreement between the City and the Province (Ministry of Citizenship & Immigration)

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

1. 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 an agreement between the City and the Province (Ministry of Citizenship & Immigration) for the creation of an immigration portal.

SCHEDULE "A"

Schedule "A" hereto forms a 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 the 26th day of March, 2007

ACTING MAYOR – FRANK FATA

CITY CLERK – DONNA P. IRVING

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(d)

ONTARIO FUNDING AGREEMENT

File# 20061CE09100

THIS AGREEMENT made as of March 1, 2007.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister
of Citizenship and Immigration

(the "Province")

-and-

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province desires to fund the Recipient for the purpose of assisting with the Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes 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. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

107d)

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Citizenship and Immigration**

by:

Date

Name:

Position:

Authorized Signing Officer

CITY OF SAULT STE. MARIE

by:

MARCH 26, 2007

Date

ACTING MAYOR - FRANK FATA

CLERK - DONNA IRVING

I/we have authority to bind the Recipient

Witness: _____

Witness print name:

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:
- (a) "**Additional Requirements**" means the requirements, if any, specified in Schedule "B";
 - (b) "**Agreement**" means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
 - (c) "**Budget**" means the Project budget set out in Schedule "D";
 - (d) "**Expiration Date**" means the date on which this Agreement will expire and is the date set out in Schedule "B";
 - (e) "**Federal Government**" means Her Majesty the Queen in right of Canada as represented by the Minister of Citizenship and Immigration and the corresponding Department of Citizenship and Immigration;
 - (f) "**Fiscal Year**" means:
 - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
 - (g) "**Funding**" means the funds provided to the Recipient by the Province pursuant to this Agreement and shall be payable in lawful money of Canada;
 - (h) "**Intellectual Property Right**" means any intellectual property right recognized by law, including any intellectual property right protected through legislation (e.g. copyright, patents, industrial design, etc.) or arising from protection of information as a trade secret or as confidential information;
 - (i) "**Maximum Funding**" means the maximum amount of the Funding to be provided as set out in Schedule "B";
 - (j) "**Project**" means the project described in Schedule "C".

2.0 Term of the Agreement

- 2.1 The term of this Agreement will commence on the date set out on the first date of the Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

- 3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.
- 3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".
- 3.3 Despite sections 3.1 and 3.2, the Province:
 - (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of an unaudited financial statement provided to the Province pursuant to Article 11.0; and
 - (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Requirements have been met.

4.0 Project

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the time lines provided in Schedule "C".

5.0 Budget

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.
- 5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

6.0 Interest

- 6.1 The Recipient will place the Funding in an interest bearing account and will, at the request of the Province, account to the Province on the interest earned on the Funding.
- 6.2 All interest earned on the Funding belongs to the Province. The Recipient will use the interest only for the Project or for purposes otherwise authorized in writing by the Province, and will pay the interest to the Province immediately on the request of the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

- 7.1 The Recipient will acquire all supplies, equipment and services purchased with the Funding through a competitive process that ensures the best value for funds expended. For supplies, equipment and services the purchase price of which exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (a) the expertise the Recipient is purchasing is specialised and is not readily available;

or

- (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.
- 7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

8.0 Conflict of Interest

- 8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.
- 8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.
- 8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

9.0 Representations and Warranties

- 9.1 The Recipient represents and warrants that:
- (a) it has the power and authority to enter into this Agreement and to carry out the terms of this Agreement, including, but not limited to, the right to carry-out the Project;
 - (b) if applicable, all information provided in the Recipient's application for Funding remains true correct and complete in every respect except as set out to the contrary in this Agreement. Without limitation, the Project and the Budget are as set out in this Agreement and not as set out in the application material;
 - (c) it is qualified to do business wherever necessary to carry out the terms of this Agreement; and
 - (d) it is not a party to any agreement, business or other relationship that may conflict with this Agreement.

10.0 Further Conditions

- 10.1 The Province may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.
- 10.2 The Province may impose additional terms and conditions on any consent it provides pursuant to this Agreement.

11.0 Reporting, Accounting and Review

- 11.1 The Recipient will submit to the Province:
- (a) progress reports as required by Schedule "B";

- (b) a final report upon completion of the Project; and
 - (c) such other reports as the Province may require from time to time.
- 11.2 The Recipient will deliver all reports in a form satisfactory to the Province.
- 11.3 Each report referred to in paragraph 11.1(a) and (b) will include the following items:
- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
 - (b) an unaudited statement which accounts for Project revenue and expenditures;
 - (c) an indication of whether the objectives of the Project are being / were met;
 - (d) a description of how the success of the Project is being / was measured;
 - (e) a description of the level of community participation and response; and
 - (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient, otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient.
- 11.4 The Recipient:
- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
 - (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
 - (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.
- 11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:
- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
 - (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
 - (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
 - (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.
- 11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

11.7 The purposes for which the Province may exercise its rights under this Article include:

- (a) determining for what items and purposes the Recipient expended the Funding;
- (b) determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

12.0 Limitation of Liability

12.1 The Province, its officers, employees and agents will not be liable to the Recipient or its officers, directors, employees or agents for any general, consequential, incidental, indirect or special damages, injuries, costs, expenses, lost profits or any other losses howsoever caused that arise out of or are in any way related to the Project or this Agreement.

12.2 The Federal Government, its officers, employees and agents will not be liable to the Recipient or its officers, directors, employees or agents for any general, consequential, incidental, indirect or special damages, injuries, costs, expenses, lost profits or any other losses howsoever caused that arise out of or are in any way related to the Project or this Agreement.

13.0 Indemnity

13.1 The Recipient will indemnify the Province, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses howsoever caused that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless it was caused by the negligence or wilful act of the Province.

13.2 The Recipient will also indemnify the Federal Government, its officers, employees and agents from and against all damages, injuries, costs, expenses, lost profits, or any other losses howsoever caused that arise out of or are in any way related to a claim or proceeding related to the Project that is brought by any person, unless it was caused by the negligence or wilful act of the Federal Government.

14.0 Insurance

14.1 The Recipient will at its own expense put in effect and maintain, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person carrying out a project similar to the Project, including:

- (a) Commercial General Liability Insurance, on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) products and completed operations aggregate. The policy will include the following clauses:
 - (i) the Province as an additional insured;
 - (ii) Contractual Liability;
 - (iii) Cross Liability;
 - (iv) A valid WSIB Clearance Certificate, or Employers Liability, which ever applies;

- (v) Tenants Legal Liability; (*for premises/building leases only*)
 - (vi) Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - (vii) Thirty (30) day written notice of cancellation, termination or material change.
- 14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.
- 15.0 Credit**
- 15.1 The Recipient will acknowledge the support of the Province in all reports, materials, advertising and publicity related to the Project in a format approved by the Province.
- 15.2 The Recipient will acknowledge in any report or materials related to the Project that the views expressed in the report or materials are the views of the Recipient and do not necessarily reflect those of the Province.
- 16.0 Termination for Convenience**
- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Recipient.
- 17.0 Termination by the Province**
- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:
- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any provision of this Agreement;
 - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
 - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
 - (b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (c) the Recipient ceases to carry on business.
- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:
- (a) of the particulars of the breach;
 - (b) of the period of time within which the Recipient is required to remedy the breach; and
 - (c) that the Province will terminate this Agreement:
 - (i) at the end of the notice period provided for in the notice if the Recipient fails to

- 10(d)
- remedy the breach within the time specified in the notice; or
 - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.
- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and
- (a) the Recipient does not remedy the breach within the time period specified in the notice;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
- the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.
- 17.4 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.
- 18.0 Funding Upon Termination**
- 18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:
- (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of any Funding (including any interest) remaining under the control of the Recipient;
- and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.
- 18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:
- (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.
- 19.0 Recipient's Repayment of Funds**
- 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.
- 19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts

receivable.

- 19.3 The Recipient will pay the amount demanded by cheque payable to **Minister of Finance, Ontario**.
- 19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will belong to the Province and will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:
- (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
 - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
- (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
 - (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

21.0 Severability of Provisions

- 21.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

22.0 Amendment and Waiver

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or

employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

24.0 Assignment of Agreement or Funding

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

25.0 Governing Law

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

26.0 Further Assurances

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28.0 Survival

- 28.1 The provisions in Articles 6.0 (Interest), 7.2 (Disposal of Assets), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival) and 36.3 (Intellectual Property) shall survive for a period of seven (7) years from the date of expiry or termination of this Agreement.

29.0 Appropriation and Funding from Federal Government

- 29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.
- 29.2 The Recipient also acknowledges and agrees that the amount of the Funding to be provided by the Province is dependent on the Province receiving funds for the Project from the Federal Government. Should the Province's funds be reduced or otherwise become unavailable by the Federal Government, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this

Agreement immediately upon giving notice to the Recipient.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 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.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and shall be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act

- 32.1 The Recipient acknowledges that the Province is bound by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.

33.0 Time of Essence

- 33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

34.0 Number and Gender

- 34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

- 35.1 Where the Recipient is made up of two or more entities, each such entity shall be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

36.0 Intellectual Property

- 36.1 Where a work is produced by the Recipient in the course of carrying out the Project that is subject to Intellectual Property Rights, such rights in the work will vest in the Recipient.
- 36.2 The Recipient agrees to grant to the Federal Government and to the Province a non-exclusive, unconditional, irrevocable and royalty-free right and licence to use, produce, reproduce, publish, translate, adapt, record by any means, diffuse, or broadcast the work for the duration of the copyright.
- 36.3 With respect to any work licensed under this Article 36.0, the Recipient: (a) warrants that the work shall not infringe on the copyrights, trademarks, or proprietary rights of others; (b) shall indemnify and save harmless the Federal Government and the Province from all costs, expenses and damages arising from any breach of any warranty given in this Section; and (c) shall include an acknowledgement, in a form satisfactory to the Federal

(o(d))

Government and to the Province, on any work which is produced by the Recipient with funds contributed under this Agreement, acknowledging that the work was produced with funds contributed by the Federal Government.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS | |
|---|--|
| Maximum Funding | \$ 300,000 |
| Funding Instalments | \$ 240,000 upon both parties signing the Agreement \$ 30,000 upon the Recipient's completion of the Interim Report \$ 30,000 upon the Province's approval of the Final Report |
| Expiration Date | March 31, 2009 |
| Address for notice if to the Province | David Wood Special Initiatives Lead 400 University 3rd Floor Toronto, Ontario M7A 2R9 Tel.: 416-325-8212 Fax: 416-326-0295 |
| Address for notice if to the Recipient | Frank F. Coccimiglio Manager, Information Technology (IT) Division Finance Department The Corporation of The City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ont. P6A 5N1 Tel: 705-759-5303 |
| Reporting | Interim Report due date: January 15, 2008 Final Report due date: March 31, 2009 |
| Additional Requirements | The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement. The Corporation of The City of Sault Ste. Marie will share best practices from the development of its immigration site with the province. This includes documentation from usability and/or user acceptance testing sessions and post-funding consultations. |

SCHEDULE "C" PROJECT DESCRIPTION AND TIMELINES

The following description was taken from the original application and has been supplemented by an addendum to the original application, submitted by the applicant.

Project Description

The City of Sault Ste Marie, working along with the project advisory committee, has created an exciting vision and structure for a new immigration website that will provide information and linkages to support new immigrants who are settling or considering settling in Northern Ontario, and specifically Sault Ste. Marie.

The proposed website, which has been branded "My Sault Ste.Marie.com", will build on the web-based resources that are currently available through Ontarioimmigration.ca and Citizenship and Immigration Canada, cic.gc.ca, by providing current, local information on how to arrive, settle, work, do business and generally live in Sault Ste. Marie. The site will represent the first proactive effort and venue for creating a web-based inventory and collaboration among local services and resources for immigrants.

Target Market/Clientele

The proposed web portal will target and seek to provide information to the following client group(s):

- Foreigners living out of country who may be considering emigrating to Canada or Ontario;
- Foreigners who may be new to Canada who may be considering options on where to live;
- Foreign students seeking to undertake their post-secondary studies in Canada or Ontario;
- Foreign visitors/tourists who may be interested in exploring residency options while visiting Ontario/Sault Ste. Marie;
- Recent arrivals to Sault Ste. Marie who are seeking information on how to establish and integrate into the community.

Objectives

The foundation of the project design is based on three core objectives:

1. *Attract*, that is, to promote and provide information on Sault Ste. Marie to individuals or families that may be considering the community or Northern Ontario as a potential destination to emigrate.
2. *Support*, that is, to provide information on living in Sault Ste. Marie, Ontario and Canada, along with local programs, facilities and supports that may be of particular interest and relevance to potential foreign residents and new arrivals.
3. *Connect*, that is, to create a venue to connect local immigrants with others who have lived their experience (other immigrants from their own or other countries) and other individuals, organizations and groups who might support them through their settling in period.

Project Timelines

The project plan will be carried out in five stages that will extend over a 2 year period commencing in April, 2007:

1. Project launch.
2. Stakeholder engagement/content research.
3. Site design/population.
4. Site launch.
5. Site promotion and maintenance.

| Stage | Description | Responsibility |
|---|--|---|
| 1. Project Launch | Convene Advisory Committee. Prepare detailed implementation schedule. Announce approval of project funding. Advertise contract position vacancies. Select project staff. Establish staff work centres. | City SSMEDC Staff/Committee MCI, City City City City, SCCC |
| 2. Stakeholder engagement/ content research | Contact all confirmed and targeted organizations Organize and convene focus groups Create and complete standard information template for all related organizations. Develop consolidated inventory of services and resources include process maps – how organizations link/collaborate & gap/overlap analysis. Secure consent to joint marketing of web-sites (via links). | Project Staff/Committee Project Staff Project Staff Project Staff Project Staff |
| 3. Site Design/Population | Execute service/hosting contract with City of Sudbury. Customize platform to conform with local content preferences. Complete translation of content. Complete all multi-media inputs. Input content from Stage 2. Beta testing and confirmation of performance. | City Project Staff/Consultants Consultants Project Staff Project Staff Project Staff/Consultants |
| 4. Site Launch | Media campaign. Email "blast" to related/interested organizations. Go live! | Project Staff/Committee Project Staff |
| 5. Site Promotion/Maintenance | Continuous research on program content. Promotion through media, highlight content on connected websites, ongoing contact with referring sites/organizations. Conduct quality/performance surveys and update content and structure accordingly. Work with service providers and partners to identify means of addressing service gaps/overlap. | Project / Committee Project Staff Project Staff Project Staff/ Committee |

The site will display content sections similar to those outlined on Ontarioimmigration.ca and on the Federal Government's Going to Canada Portal where possible.

A visual identifier to Ontarioimmigration.ca will be placed on the site at the Province's discretion.

Sustainability

The City will act as the initial guarantor of the site's sustainability. This initial commitment would continue, at a minimum, for the term of the current municipal Council, or for approximately 4 years;

The project partners will investigate and identify arrangements to reduce the ongoing costs of maintaining the web portal including:

- Seeking corporate and community partnerships through which core functions of the project might be provided on an in-kind or reduced cost basis;
- Incorporating related functions into the core operations of existing organizations;
- Transferring responsibility of the site to another local agency;
- Hosting costs with mysudbury.ca will reduce by 50% after 4 years.

One of the primary project partners, the Sault Community Career Centre (SCCC), has made a significant commitment to becoming a lead facilitating agency locally for purposes of servicing the needs of the immigrant community. SCCC has confirmed its willingness to act as the host and sponsor of the web portal if and when appropriate following the initial term of commitment by the City.

The project partners will investigate and identify arrangements to cost share the financial and other obligations associated with sustaining the site. This process will in part be facilitated through the process of developing an Immigration Strategy which is currently being driven through Destiny Sault Ste. Marie.

Project Evaluation Plan

On-site registrations will be captured in a database to support project evaluation and results. Specific information to measure includes:

- Country of origin;
- How the site was found;
- Information that was accessed;
- Follow-up services access or required;
- Quality and completeness of the service and information provided on the web site (via on-line surveys) – this will assist with ongoing improvements and updating of the site to best meet the needs of the target client group.

Risk Mitigation

The Corporation of The City of Sault Ste. Marie takes full responsibility to meet project timelines and accomplish the agreed upon outcomes of the project. The Corporation of The City of Sault Ste. Marie also recognizes and acknowledges that there are outside influences that can impact on meeting of deadlines and accomplishing deliverables as anticipated. The Corporation of The City of Sault Ste. Marie will communicate, within five business days, any emerging issue that may impact timelines and/or outcomes of the project. The Corporation of The City of Sault Ste. Marie will designate one Ministry contact for ease of communication and clear accountability.

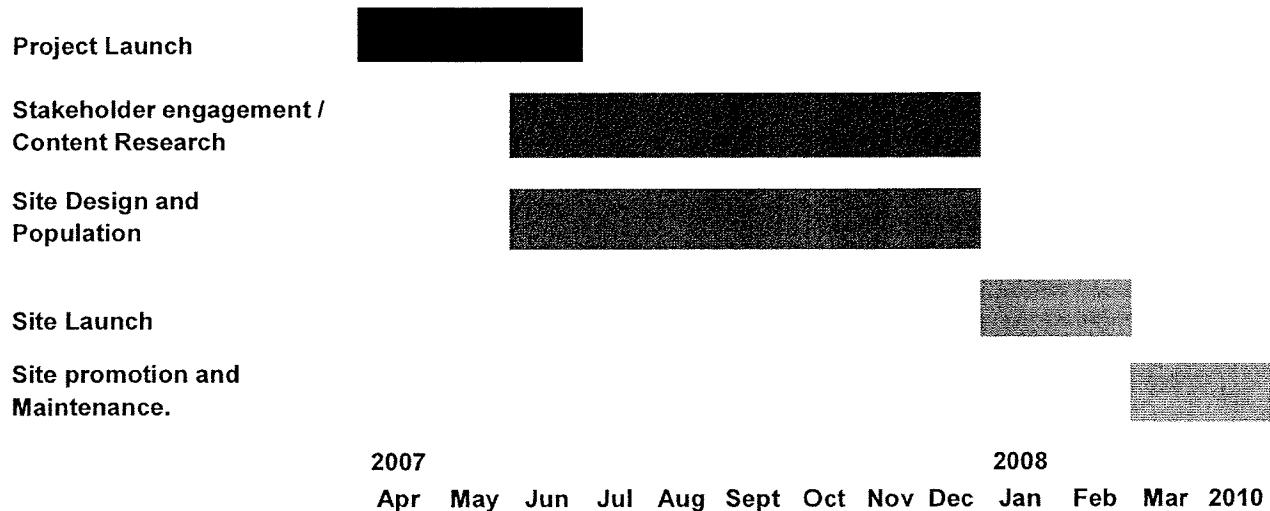
The Corporation of The City of Sault Ste. Marie will further communicate with the Ministry on an ongoing basis to provide status updates of the project. Further, it is the City's intent to work directly with the Ministry to ensure a site that will provide a seamless product for the end user of both the City and provincial site.

Addendum

Section 2.6 Implementation Plan

The implementation plan has been reviewed and updated to provide for a less aggressive timeframe for project start-up, website research and development and site launch. A total of 10-11 months (from project final approval and contracting) to site launch. Assuming the project is finally approved by the Ministry by April 1, 2007, we anticipate being ready to launch the site during January/February 2008. A revised summary schedule follows:

Figure 4: Summary of Anticipated Timeline



Section 2.7 Deliverables

The following deliverables are proposed for Year 2 of the project:

| Deliverable | Responsibility | Timing |
|--|--|---|
| Develop and maintain performance monitoring tools including minimum quarterly surveys of: <ul style="list-style-type: none"> • Site users/clients; • Service delivery organizations (related to immigration); • Employers; • Other community partners. Compile survey results and prepare recommendations on technical, design and content improvements to the project team. | Project staff. | Develop by date of site launch. Complete surveys monthly for months 1-3 following launch; quarterly thereafter. |
| Develop and implement a marketing strategy for the web portal including marketing interventions that will: <ul style="list-style-type: none"> • Improve awareness of the site among potential visitors/users (e.g. joint marketing initiatives with related websites including the City of Sault Ste. Marie website, publications); • Improve awareness of the site among local, regional, provincial and national organizations who provide services to immigrants. | Project Team. | Develop by site launch date. Ongoing implementation and performance monitoring thereafter. |
| Develop and launch a community partnerships program to support sustainability plan including: <ul style="list-style-type: none"> • Private sector/industry; • Industry associations; • Public/not-for-profit sector including post-secondary institutions. | Project staff. Project partners. Advisory committee. | Complete within 3 months of site launch date. Implement immediately following completion with a view to confirming partnerships within 6 months of site launch date. |
| Monitor site content and content from other related sites, media, meetings with service providers, to ensure site is current and | Contract researcher. | Ongoing. Minimum monthly. |

| | | |
|--|----------------|---|
| accurate and make content changes as required. | | |
| Collaborate with local service providers to address gaps in coordination and availability of services to immigrants. | Project staff. | Ongoing working through project advisory committee. |

Section 4.0 Sustainability

The City of Sault Ste. Marie, along with the project partners, have developed further details concerning sustainability of the web portal for 2 years following completion of the Ministry's anticipated funding.

The strategy for sustainability is specifically as follows:

- Upon conclusion of the initial 2 years of the project, delivery and maintenance of the web portal will be shared by the City and the Sault Community Career Centre under the continued direction and support of the Project Advisory Team:
 - The City of Sault Ste. Marie will continue to be the technical lead and manager for the site, employing a Technical Project Lead and continuing to maintain in force the agreement with the City of Sudbury for hosting of the Sault Ste. Marie portal;
 - The Sault Community Career Centre will assist on matters concerning research and content, to be delivered by its "New to the Sault" project team.
- With the completion of initial development and start-up expenses, the City anticipates that its total direct annual expenses in Years 3 and 4 will be approximately \$150,000 over the two years:
 - This includes \$100,000 for staffing and \$30,000 towards site hosting fees and connectivity and \$20,000 for incidentals.
- In addition, the Sault Community Career Centre will provide further in-kind support in the form of staff time and overhead related to the fulfillment of its role in the project.
- The City commits to guaranteeing funding of its direct costs but will develop and launch a community partnership program to offset some of these:
 - Numerous community partners from the private and not-for-profit sectors have indicated their willingness to become financial sponsors and partners for this specific initiative including major industry.
 - Irrespective of funds raised from community partners, the City will contribute a minimum of \$40,000 over two years from its Economic Development Fund and its Ontario Works Program.

The following supporting documentation has been included with this addendum agreement:

- Copy of Sault Ste. Marie City Council resolution confirming the City's undertaking to act as the host and guarantor for the web portal for the balance of the current term of Council (i.e. for a total period of 4 years contingent on confirmation of funding from the Ministry for the initial 2 year budget as proposed in our application);
- Copy of letter of commitment from the Sault Community Career Centre outlining its specific commitments and roles.

SCHEDULE "D"
BUDGET

Table 6: Proposed Budget

| Expense Category | Cash – Year 1 | Cash – Year 2 | In-Kind (2 Years) | Total |
|--|------------------|------------------|-------------------|------------------|
| <i>Human Resources</i> | | | | |
| Advisory Committee | - | - | \$20,000 | \$20,000 |
| Project Supervision | - | - | \$30,000 | \$30,000 |
| Wages – Contract Researcher/Communications | \$30,000 | \$30,000 | - | \$60,000 |
| Wages – Technician | \$40,000 | \$40,000 | - | \$80,000 |
| Employee Benefits/MERC (10%) | \$7,000 | \$7,000 | - | \$14,000 |
| Staff Travel & Training | \$5,000 | \$5,000 | - | \$10,000 |
| Subtotal: | \$82,000 | \$82,000 | \$50,000 | \$214,000 |
| | | | | |
| <i>Web Portal Development/IT</i> | | | | |
| Site Engineering & Setup (mysudbury.ca) | \$50,000 | - | - | \$50,000 |
| Licenses and Site Hosting Fees | \$12,000 | \$12,000 | - | \$24,000 |
| Domain Registration | \$250 | - | - | \$250 |
| Connectivity | \$4,625 | \$4,625 | - | \$9,250 |
| Translation Fees | \$15,000 | \$10,000 | - | \$25,000 |
| Subtotal: | \$81,875 | \$26,625 | - | \$108,500 |
| | | | | |
| <i>Administration/Overhead</i> | | | | |
| Office rent | \$3,000 | \$3,000 | \$6,000 | \$12,000 |
| Office equipment | - | - | \$2,500 | \$2,500 |
| Postage/courier | \$1,500 | \$1,500 | - | \$3,000 |
| Phone/fax | \$2,000 | \$2,000 | \$2,400 | \$6,400 |
| Marketing/advertising | \$5,000 | \$5,000 | \$5,000 | \$15,000 |
| Printing/Copy Charges | \$2,000 | \$2,000 | - | \$4,000 |
| Insurance | \$250 | \$250 | - | \$500 |
| Subtotal: | \$13,750 | \$13,750 | \$15,900 | \$43,400 |
| TOTAL: | \$177,625 | \$122,375 | \$65,900 | \$365,900 |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-51

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 26th day of March, 2007.

ACTING MAYOR – FRANK FATA

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

CITY CLERK - DONNA IRVING

| <u>BADGE NO</u> | <u>SPECIAL CONSTABLE</u> | <u>EMPLOYER</u> | <u>PROPERTY LOCATION</u> |
|-----------------|------------------------------|---|--|
| 12 | ROUSE, BRIAN | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 25 | SLEWRIDGE, TERRY | ENTERPRISES PROP. | WELLINGTON SQ. / ADANAC CENTRE |
| 26 | MCLEOD, ROD | FLEMING & SMITH | 378 QUEEN ST. E. & APARTMENTS |
| 30 | RENDELL, VERN | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 35 | ORR, DEREK | NOR PRO SECURITY | ST. MARY'S PAPER/SAUTL COLLEGE |
| 37 | MILLER, STEVE | NOR PRO SECURITY | ST. MARY'S PAPER |
| 48 | GRENIER, LARRY | NOR PRO SECURITY | ST. MARY'S PAPER |
| 59 | BARONE, MARCELLO | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 109 | SEBECIC, JOHN LUDVIC | DENTAL BUILDING | 946 QUEEN ST E / 216 QUEEN ST E |
| 111 | DESCHENE, BERNARD, FREDERICK | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 113 | TAYLOR, GARY | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 115 | LEE, RICHARD, JOHN | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 129 | STOYCHEFF, CHRISTOPHER | NOR PRO SECURITY | ST. MARY'S PAPER/SAUTL COLLEGE/GROUP HEALTH/REGENT PROP. |
| 138 | CAIN, JOSEPH | CITY OF SAULT STE. MARIE | BELLEVUE MARINA/ BONDAR MARINA & PARK |
| 144 | KOPRASH, GEORGE | HI TEC SECURITY | SAULT AIRPORT |
| 151 | PARR, DEREK, RAYMOND | NOR PRO SECURITY | ST. MARY'S PAPER |
| 153 | TASSONE, VITO | TASSONE CHIROPRACTIC | 673 QUEEN ST E |
| 163 | BUMBACO, PHILIP CAREM | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 170 | MCMILLAN, KENNETH, BRYAN | HI TEC SECURITY | MARKET MALL/BONDAR PLACE/305 FARWELL TER/AIRPORT |
| 178 | D'AGOSTINI, ROSEMARY | DR. RAYMOND CHO | 71 & 131 EAST ST |
| 179 | DARLOW, LEONARD | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 183 | SAXBY, MICHELLE | HI TEC SECURITY | MARKET MALL / BONDAR PLACE/ALGOMA UNV. |
| 186 | HARMAN, JASON | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 190 | LALONDE, BRIAN | CITY OF SAULT STE. MARIE | BELLEVUE MARINA/ BONDAR MARINA & PARK |
| 191 | BROWN, STEVEN, GEORGE | SEPARATE SCHOOL BOARD | SEPARATE SCHOOL BOARD PROPERTIES |
| 196 | SEABROOK, LAURA, LEE | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 203 | CASEY, VINCENT | HI TEC SECURITY | 475 PIM ST. / SAULT AIRPORT |
| 205 | STEINBURG, MICHAEL | HI TEC SECURITY | SAULT COLLEGE/SAUTL HOSPITAL/SAUTL AIRPORT/305 FARWELL TER. |
| 213 | BECKER, ELIZABETH (BETTY) | HI TEC SECURITY | ROBERTA BONDAR PLACE |
| 221 | GAGNON, FREDERICK | HI TEC SECURITY | GROUP HEALTH CENTRE |
| 222 | TURCO, JOSEPH | HI TEC SECURITY | GROUP HEALTH CENTRE/SAULT HOSPITAL |
| 226 | PLASTINO, CARMEN | HI TEC SECURITY | GROUP HEALTH CENTRE/SAULT HOSPITAL |
| 238 | BECK, DESMOND | HI TEC SECURITY | SAULT AIRPORT |
| 240 | MASON, STEPHEN | NOR PRO SECURITY | ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP. |
| 241 | COGHILL, ROBIN | NOR PRO SECURITY | ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP. |
| 248 | CHAN, GILBERT | DR. RAYMOND CHO | 71 & 131 EAST ST / 129 SECOND LINE W |
| 249 | CHO, LINDA | DR. RAYMOND CHO | 71 & 131 EAS ST. / 129 SECONDN LINE W |
| 250 | ZALEWSKI, MICHAEL | HI TEC SECURITY | DAVEY HOME/SAUTL HOSPITAL/308 FARWELL TERR |
| 253 | TRAVSON, TERRANCE (TERRY) | NORTH EAST SECURITY | BELLEVUE MARINA/ BONDAR MARINA & PARK |
| 254 | SANTELLI, DOMINIC | NORTH EAST SECURITY | BELLEVUE MARINA/ BONDAR MARINA & PARK/STEELBACK |
| 255 | KATES, LISA | NORTH EAST SECURITY | BELLEVUE MARINA/ BONDAR MARINA & PARK |
| 258 | LEGACY, STEVEN | RIOCAN PROPERTY | CAMBRIAN MALL / PINE PLAZA |
| 259 | CONNOR, JAMES | RIOCAN PROPERTY | CAMBRIAN MALL / PINE PLAZA |
| 260 | VELTRI, ROBERT | RIOCAN PROPERTY | CAMBRIAN MALL / PINE PLAZA |
| 261 | HEINTZMAN, DAVID | RIOCAN PROPERTY | CAMBRIAN MALL / PINE PLAZA |
| 262 | ADAM, CINDY | SAULT COLLEGE | SAULT COLLEGE |
| 263 | RECOLLECT, HOLLY | NOR PRO SECURITY | ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP. |
| 267 | CORBIERE, JOHN, ALLAN | HI TEC SECURITY | CROSS COUNTRY / DAVEY HOME |
| 270 | NOTTE, KYLE | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 274 | DAVIS, JAMES | NOR PRO SECURITY | ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP. |
| 275 | EBARE, JAMES | HI TEC SECURITY | DAVEY HOME/SAUTL HOSPITAL/308 FARWELL TERR |
| 276 | SMITH, DENNIS, ROBERT | HI TEC SECURITY | DAVEY HOME |
| 277 | WOOLLEY, DAN | HI TEC SECURITY | SAULT AIRPORT |
| 280 | LEE, MARSHA | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 281 | LYPPS, ELEANOR | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 286 | O'DELL, SEAN, MICHAEL | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 287 | POIRIER, SCOTT | NOR PRO SECURITY | SAULT COLLEGE/SAUTL HOSPITAL/SAUTL AIRPORT/305 FARWELL TER. |
| 288 | MOORE, STEPHEN | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 290 | GOODFELLOW, JOHN, FRASER | NOR PRO SECURITY | ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP/GROUP HEALTH |
| 291 | TRANDEMONTAGNE, JORI | NOR PRO SECURITY | GROUP HEALTH/SAUTL COLLEGE/REGENT PROP. |
| 292 | BOYER, DONALD | NOR PRO SECURITY | ST MARY'S PAPER/GROUP HEALTH/SAUTL COLLEGE/REGENT PROP |
| 294 | FOWLER, PAUL, SCOTT | NOR PRO SECURITY | SAULT COLLEGE/GROUP HEALTH/ REGENT PROP. |
| 296 | MURDOCK,IESHIA | NOR PRO SECURITY | SAULT COLLEGE/GROUP HEALTH/ REGENT PROP. |
| 297 | SWIRE, WILLIAM, JAMES | NOR PRO SECURITY | SAULT COLLEGE/GROUP HEALTH/ REGENT PROP. |
| 298 | MANN, DUSTIN | HI TEC SECURITY | SAULT HOSPITAL/DAVEY HOME |
| 299 | DIMMA, WILLIAM, GEORGE | HI TEC SECURITY | SAULT HOSPITAL/DAVEY HOME/ALGOMA UNV. |
| 300 | PAPINEAU, EVAN, LORNE | HI TEC SECURITY | SAULT HOSPITAL/DAVEY HOME/AIRPORT |
| 301 | COTTINGHAM, EDWARD ALLEN | HI TEC SECURITY | SAULT HOSPITAL/DAVEY HOME/AIRPORT |
| 302 | WHALEN, JASON, WILFRED | HI TEC SECURITY | SAULT HOSPITAL/DAVEY HOME/AIRPORT |
| 303 | CAMERON, ANDREW, HECTOR | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 304 | JOLIN, LAURENT | NORTH EAST SECURITY | CAMB.MALL/PINE PLAZA/CHURCHILL PLAZA/BELLV.PK&MARINA |
| 305 | CATLING, DAVID | NORTH EAST SECURITY | CAMB.MALL/PINE PLAZA/CHURCHIL PLAZA/BELLV.PK&MARINA/STEELBACK |
| 306 | PLASTINO, JEREMY | NORTH EAST SECURITY | CAMB.MALL/PINE PLAZA/CHURCHILL PLAZA/BELLV.PK&MARINA |
| 307 | GUREVITCH, JASON | NORTH EAST SECURITY | CAMB.MALL/PINE PLAZA/CHURCHILL PLAZA/BELLV.PK&MARINA/STEELBACK |
| 308 | BELL, TYLER | HI TEC SECURITY | SAULT HOSPITAL |
| 309 | PIGEAU, EDWARD | NOR PRO SECURITY | SAULT COLLEGE/ELGIN TOWERS |
| 310 | MOORE, LORNE | NOR PRO SECURITY | SAULT COLLEGE |
| 312 | ALLISTON, DANIEL | NOR PRO SECURITY | SAULT COLLEGE/ELGIN TOWERS/ST MARY'S PAPER |
| 313 | ROWE, WINSTON | NOR PRO SECURITY | SAULT COLLEGE/ELGIN TOWERS/ST MARY'S PAPER |
| 314 | AASEN, PAULINE | KOPRASH BUILDING SERVIC/ONTARIO REALITY CORP/ROBERTA BONDAR PLACE | |
| 315 | FITTON, MICHELLE | ALGOMA UNIVERSITY | 1520 QUEEN STREET EAST |
| 316 | MCCULLOCH, BRANDON | HI TEC SECURITY | SAULT HOSPITAL |

| | | | |
|-----|--------------------|--------------------------|--|
| 317 | CUGLIETTA,SHAWN | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 318 | DALE,DAVID | NORTH EAST SECURITY | CAMB.MALL/PINE PLAZA/CHURCHILL PLAZA/BELLV.PK&MARINA/STEELBACK |
| 319 | PINTER,JOHN | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/ELGIN TOWERS |
| 320 | PETTENUZZO,LUCAS | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/ELGIN TOWERS |
| 321 | LORENZO,COREY | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/REGENT PROPERTY |
| 322 | ELIE,LINDA | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/REGENT PROPERTY |
| 323 | ARCHIBALD,KURTIS | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/ELGIN TOWERS |
| 324 | WALKER,CAITLIN | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/ELGIN TOWERS |
| 325 | HEALEY,KATRINA | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/REGENT PROPERTY |
| 326 | BRATU,IOAN | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/REGENT PROPERTY |
| 327 | POZZEBON,IAN | NOR PRO SECURITY | S.COLLEGE/GROUP HEALTH/ST.MARY'S PAPER/REGENT PROPERTY |
| 328 | MORTIMORE,JENNIFER | ALGOMA CENTRAL PROP. | STATION MALL/STATION 49/STATION TOWER |
| 329 | NOLAN,ESSE,JOHN | NORTH EAST SECURITY | CAMBRIAN MALL /PINE PLAZA/BELLVIEW MARINA/CHURCHILL PLAZA /STEELBACK |
| 330 | O'NEILL,ROY | RIOCAN PROPERTY | CAMBRIAN MALL/PINE PLAZA/CHURCHILL PLAZA |
| 331 | HAMILTON,SILVI | RIOCAN PROPERTY | CAMBRIAN MALL/PINE PLAZA/CHURCHILL PLAZA |
| 332 | PITT,DEREK | NORTH EAST SECURITY | CAMBRIAN MALL/PINE PLAZA/CHURCHILL PLAZA/STEELBACK |
| 333 | LUCIER,ROBERT | CITY OF SAULT STE. MARIE | TRANSIT SERVICE AREAS |
| 334 | MILLER,BRADLEY | CITY OF SAULT STE. MARIE | TRANSIT SERVICE AREAS |
| 335 | GROSSO,DONALD | NORTH EAST SECURITY | CHURCHILL&PINE PLAZA/CAMBRIAN MALL |
| 336 | TREPASSO,JENNIFER | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 337 | RENNISON,JEFF | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 338 | MOAR,ALEXANDRA | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 339 | HULL,MICHAEL | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 340 | DAMIGNANI,MATTHEW | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 341 | STEVENS-BARRY,MAY | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 342 | PICK,DENNY | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |
| 343 | CHILLMAN,JODI | NOR PRO SECURITY | GROUP HEALTH/SAULT COLLEGE |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2007-49

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Elgin Street from the Holiday Inn to Queen Street and the north lane of Queen Street from March Street to Elgin Street to facilitate the Ontario Group Air Force Association Parade on May 20, 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 CLOSING OF ELGIN STREET FROM THE HOLIDAY INN TO QUEEN STREET AND THE NORTH LANE OF QUEEN STREET FROM MARCH STREET TO ELGIN STREET

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Elgin Street from the Holiday Inn to Queen Street and the north lane of Queen Street from March Street to Elgin Street to facilitate the Ontario Group Air Force Association Parade on May 20, 2007 from 10:30 a.m. to 111:30 a.m. to facilitate the filming footage for a full length feature movie.

2. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 26th day of March, 2007.

ACTING MAYOR - FRANK FATA

NOTICE

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CITY SOLICITOR

CLERK - DONNA IRVING

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-52

TRAFFIC: (T.2.1) A by-law to amend the TEXT of Traffic By-law 77-200.

WHEREAS Council did on March 12, 2007 receive a report from the Assistant Manager, Transit/Parking recommending the extension for two hours of free parking at meters for veterans for a period of five years;

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

1. EXPIRY DATE OF BY-LAW 2006-53 AMENDED

Section 2 of By-law 2006-53 is hereby amended by deleting "2007" and inserting in its place "2012".

2. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 26th day of March, 2007.

ACTING MAYOR – FRANK FATA

CLERK - DONNA IRVING

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-50

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning lands located at 2675 Base Line Road.

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:

1. **PART OF THE NE 1/4 OF SECTION 3, PARCEL 11103, NOW DESCRIBED AS PART 3 OF 1R-6139, LOCATED ON THE SOUTH SIDE OF BASE LINE APPROXIMATELY 490M WEST OF GAGNON ROAD SOUTH; CHANGE FROM R.A. TO R.A-S.
(MAP NO. 2-17 OF BY-LAW 2005-150)**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map No. 2-17 of Schedule A to By-law 2005-150 is changed from RA, Rural Area Zone to RA.-S, Rural Area Zone with a "special exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding thereto the following subsection 2(241) and heading as follows:

"2(241) 2675 Base Line

Despite the provisions of the By-law 2005-150, the lands located on Parcel 11103 Algoma West Section, now described as Part 3 on IR-6139and having Civic No. 2675 Base Line marked "subject property" on the map attached as Schedule No. 241 hereto is changed from RA, Rural Area Zone to RA.-S, Rural Area Zone with a "special exception" subject to the following special conditions.

1. the number of commercial motor vehicles that could be stored on the subject property shall not exceed five (5);

For the purposes of this by-law, "commercial motor vehicle" has the same definition as contained in the Highway Traffic Act, as amended from time to time.
2. any of the commercial motor vehicles mentioned in paragraph 1 shall be parked behind in the garage located on the subject property on the day of the passing of this by-law and no part of the commercial motor vehicles shall extend beyond the eastern wall of the said garage, the intent being to maintain a 15m buffer from the drainage ditch located along the east side lot line of the subject property;
3. any maintenance and repairs to be carried out on the commercial motor vehicles must be carried out inside the garage existing on the subject property on the day of the passing of the by-law;
4. the storage of any fuel and any refueling operations are specifically prohibited on the subject property."

3. **SCHEDULE A**

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

4. **CERTIFICATE OF CONFORMITY**

This by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

READ THREE TIMES and PASSED in Open Council this 26th day of March, 2007

ACTING MAYOR – FRANK FATA

CLERK - DONNA P. IRVING

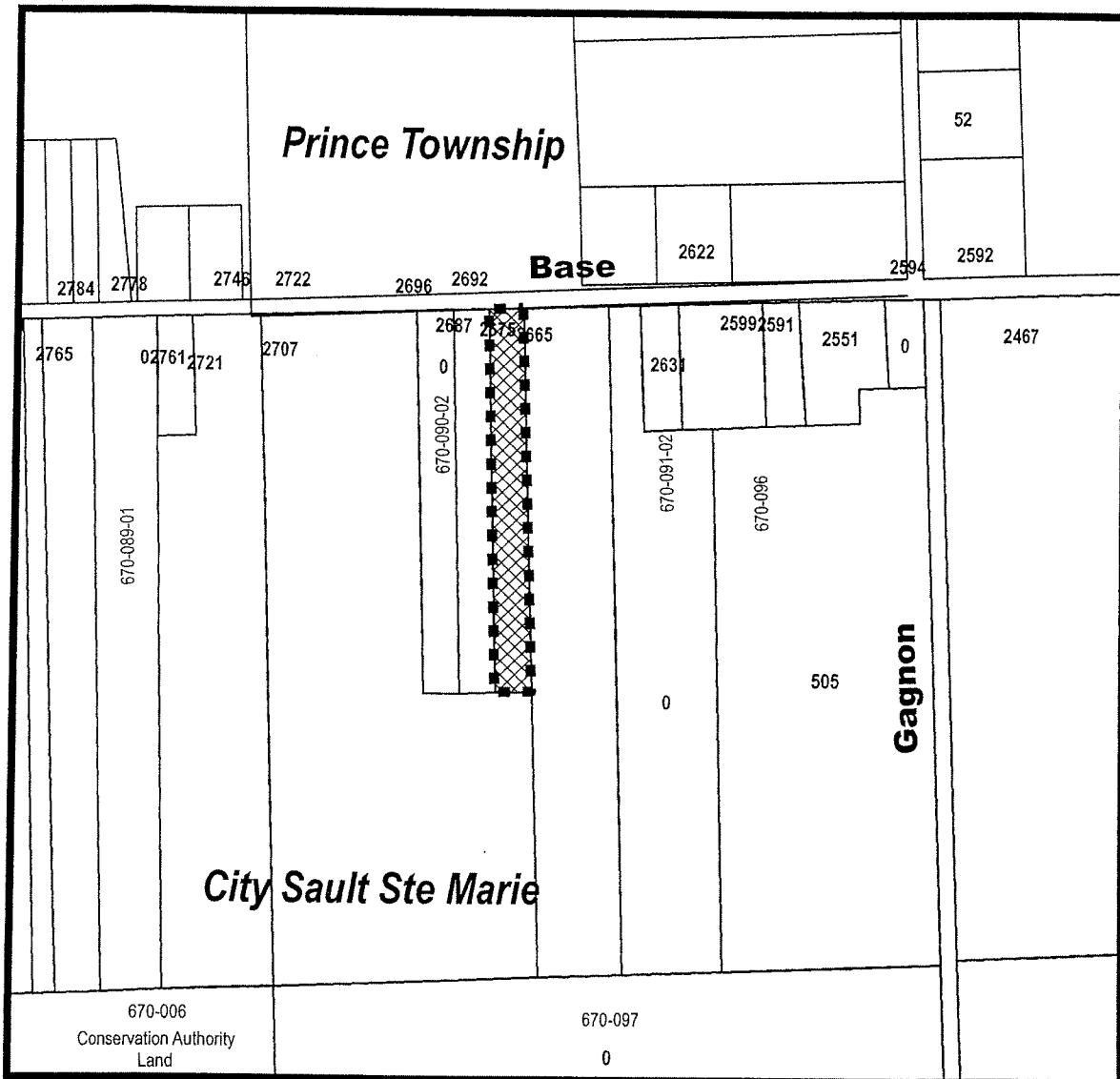
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CITY SOLICITOR

10(h)

SCHEDULE A TO BY-LAW 2007-50 AND SCHEDULE 241 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 26TH DAY OF MARCH, 2007



Subject Land

2675 Base Line

Map 2-17



Metric Scale

1 : 7000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2007-56

PROPERTY SALE (P.4.6.381) to authorize the sale of 99
Industrial Court "B" and Part of 69 Industrial Court "B".

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. SCHEDULES "A"

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

5. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 26th day of March, 2007

ACTING MAYOR – FRANK FATA

CITY CLERK – DONNA IRVING

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CITY SOLICITOR



Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March 20 07

BUYER, Keith Avery (Full legal names of all Buyers) agrees to purchase from

SELLER, City of Sault Ste. Marie (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 99 Industrial Court B, Sault Ste. Marie fronting on the North side of Industrial Court B in the City Sault Ste. Marie, District of Algoma

and having a frontage of 339 feet more or less by a depth of irregular more or less and legally described as PLAN H744 LOT 1PT RCP RP IR 7288 PART 1

(Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE:

Dollars (CDN\$) 74,500.00

Seventy-Four Thousand Five Hundred Dollars

DEPOSIT: Buyer submits Upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Thousand

Dollars (CDN\$) 1,000.00

by negotiable cheque payable to CITY OF S AULT S TE. M ARIE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 4:00 p.m. on the 20th day of April 20 07, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of April 20 07 .._. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **NOTICES:** Seller hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. **Only if the Co-operating Brokerage represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. 949-6680 (For delivery of notices to Seller) FAX No. 949-6680 (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



4. CHATTELS INCLUDED:

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. GST: If this transaction is subject to Goods and Services Tax (GST), then such tax shall be in addition to the Purchase Price. The Seller will not collect GST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the GST payable and file the prescribed form and shall indemnify the Seller in respect of any GST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If this transaction is not subject to GST, Seller agrees to certify on or before closing, that the transaction is not subject to GST.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 24th day of April, 2007, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Vacant Land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
- 21. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- 22. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 23. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 24. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 25. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



26. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

[Seal] DATE.....

(Witness)

(Buyer/Authorized Signing Officer)

[Seal] DATE.....

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

ACTING MAYOR - FRANK FATA

(Seller/Authorized Signing Officer)

[Seal] DATE.....

(Witness)

CITY CLERK - DONNA P. IRVING

(Seller/Authorized Signing Officer)

[Seal] DATE.....

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

[Seal] DATE.....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at..... a.m./p.m. this..... day of....., 20.....

[Signature of Seller or Buyer]

INFORMATION ON BROKERAGE(S)

| | |
|----------------------------|-------------|
| Listing Brokerage..... | Tel.No..... |
| Co-op/Buyer Brokerage..... | Tel.No..... |

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Seller] DATE.....

[Seller] DATE.....

Address for Service.....

Tel.No.....

Seller's Lawyer.....

Address.....

Tel.No.....

FAX No.....

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Buyer] DATE.....

[Buyer] DATE.....

Address for Service.....

Tel.No.....

Buyer's Lawyer.....

Address.....

Tel.No.....

FAX No.....

| | |
|---|--|
| FOR OFFICE USE ONLY | |
| COMMISSION TRUST AGREEMENT | |
| To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. | |
| DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: | |
| (Authorized to bind the Listing Brokerage) _____ | |
| [Authorized to bind the Co-operating Brokerage] _____ | |





Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Keith Avery and

SELLER, City of Sault Ste. Marie

for the purchase and sale of 99 Industrial Court B, Sault Ste. Marie Sault Ste. Marie, Dist.

..... dated the 22nd day of March , 2007 .

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Seller agrees to give the Buyer the first option to purchase part of the adjacent land located at 69 Industrial Court B in the City of Sault Ste. Marie if and when it should become available for sale. The City of Sault Ste. Marie agrees at the Seller's expense to proceed in a timely manner in receiving necessary approvals and rezoning in order to sell part of 69 Industrial Court B to the Buyer. If the Seller receives necessary approvals and rezoning then such approvals, rezoning and terms shall be solely and satisfactory to the Buyer before the Buyer purchases the property.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

