

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 02 25

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor S. Myers
Seconder - Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2008 02 11 and the Special Council Meeting of 2008 02 19 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor S. Myers
Seconder - Councillor D. Celetti

Resolved that the Agenda for the 2008 02 25 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Hilda Odom, Science Fair Chairperson will be in attendance concerning Proclamation – March is Science Month.
- (b) Roger Kinghorn, Chair Municipal Heritage Committee will be in attendance concerning agenda item 5(h) Heritage Award 2007.
- (c) Mark Lucuik, P. Eng. LEED AP, principal and corporate lead in the Green Buildings and Sustainability service area within Morrison Hershfield Consulting Engineers and lead author of 'A Business Case of Green Buildings in Canada' will be in attendance to address Council about Green Buildings.
- (d) Kevin McGrath on behalf of the Sault Ste. Marie Model Aircraft Radio Control Club will be in attendance concerning agenda item 5(k).
- (e) Bill Therriault, Chair Multimodal Task Force and Oscar Poloni on behalf of KPMG will be in attendance concerning item 6(8)(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

Resolved that all the items listed under date 2008 02 25 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the Township of Machar and Village of South River (concerning funding of rural schools); Town of Northeastern Manitoulin and the Islands (concerning municipal drinking water systems); the City of Brampton (concerning the impact on public transit of provincial no-fault and accident benefit legislation); Western Ontario Wardens Caucus (concerning farm tax rebate program); Town of Newmarket (concerning access to disabled parking spaces); Town of Amherstburg (concerning lead testing mandated by province for municipal drinking water) is attached for the information of Council.
- (c) A letter from the Deputy Minister for Emergency Planning and Management commending the City for fulfilling the municipal requirement of the Emergency Management and Civil Protection Act is attached for the information of Council.

(d) **Staff Travel Requests**

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

Mover - Councillor F. Fata
Seconder - Councillor T. Sheehan

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 02 25 be approved as requested.

(e) **Property Tax Appeals**

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

Mover - Councillor S. Myers
Seconder - Councillor F. Fata

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's reports of 2008 02 25 be approved and the tax records be amended accordingly.

5. (f) **Registration of Tax Arrears Certificate and Sale**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor S. Myers
Seconder - Councillor D. Celetti
Resolved that the report of the City Tax Collector be accepted to commence Tax Sale Proceedings in accordance with the report.
- (g) **Contract Renewal – Group Health Centre Employee Assistance Program (EAP)**
A report of the Commissioner of Human Resources is attached for the consideration of Council. The relevant By-law 2008-36 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (h) **Sault Ste. Marie Municipal Heritage Committee Heritage Award 2007**
A report of the Manager Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the Manager Recreation and Culture dated 2008 02 25 concerning Sault Ste. Marie Municipal Heritage Committee – Heritage Award 2007 be accepted; and
Further resolved that City Council endorses the Municipal Heritage Committee's nomination of Dr. Timothy Best and Dr. Marilyn Leahy, owners of the 1902 family residence at 115 Upton Road as the recipients of the 2007 award.
- (i) **Soo Minor Baseball Association (SMBA) – Request for Financial Consideration**
A report of the Commissioner Community Services is attached for the consideration of Council.
- Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti
Resolved that the report of the Commissioner Community Services 2008 02 25 concerning Soo Minor Baseball Association (SMBA) – Request for Financial Consideration be accepted and the recommendation that the letter from the Soo Minor Baseball Association dated February 11, 2008 BE REFERRED to the Parks and Recreation Advisory Committee for review and report back to Council providing a recommendation on each of the items identified in the letter, be approved.
- (j) **Steelback Centre – Uncovered Stairs**
A report of the Commissioner Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2007 10 15

5. (j) Mover - Councillor S. Myers
Seconder - Councillor D. Celetti
Resolved that the report of the Commissioner Community Services dated 2008 02 25 concerning Steelback Centre – Uncovered Stairs be accepted and the recommendation that the Steelback Centre SW and SE Stair Enclosures Project at an estimated cost of \$215,000. BE REFERRED to the 2008 Budget as a capital expense item.
- (k) **Sault Ste. Marie Model Aircraft Radio Control Club Lease for New Location South End of Leigh's Bay Road, South of Base Line**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor S. Myers
Seconder - Councillor F. Fata
Resolved that the report of the City Solicitor dated 2008 02 25 concerning Sault Ste. Marie Model Aircraft Radio Control Club Lease for New Location South End of Leigh's Bay Road, South of Base Line be accepted and the recommendation that the City enter into a lease or licence of occupation with the Model Aircraft Control Club not to exceed 10 years at an annual rent of \$400.00 be approved.
- (l) **Sault Ste. Marie Accessibility Advisory Committee – Accessible Parking By-Law 2008-26**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2008-26 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (m) **Lease – The Corporation of the City of Sault Ste. Marie and the Sault Area Hospital for Property at 65 Old Garden River Road**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-32 is listed under item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (n) **Historic Sites Board – Ermatinger•Clergue Year End Report 2007**
A report of the Curator Ermatinger•Clergue National Historic Sites Board is attached for the consideration of Council.

Mover - Councillor S. Myers
Seconder - Councillor D. Celetti
Resolved that the report of the Curator Ermatinger•Clergue National Historic Site dated 2008 02 25 concerning Historic Sites Board – Ermatinger•Clergue Year End Report 2007 be accepted as information.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (2) COMMUNITY SERVICES

(a) Steelback Centre – Phase 2 and 3 – Suites Project

The reports of the Commissioner Community Services and the Commissioner of Finance and Treasurer are attached for the consideration of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti

Resolved that the reports of the Commissioner Community Services and the Commissioner of Finance and Treasurer dated 2008 02 25 concerning Steelback Centre – Phase 2 and 3 Suites Project be accepted and the recommendation of the Steelback Centre Working Committee that Council authorize proceeding to tender for the Steelback Centre Phase 2 and 3 Suites Project as detailed in the reports, be approved.

6. (6) PLANNING

(a) Application No. A-2-08-Z.OP – Sar-Gin Developments (Sault) Ltd. Located on the West Side of Great Northern Road, approximately 90m (295.3') South of its Intersection with Drive-In Road. Civic No. 671, 671A & 683 Great Northern Road Request a Rezoning and Official Plan Amendment to Increase the Allowable Office Space

A report of the Planning Division is attached for the consideration of Council.
Note: This rezoning application was approved in principle on 2008 02 11 subject to appropriate conditions.

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

Resolved that the report of the Planning Division dated 2008 02 25 concerning Application No. A-2-08-Z.OP – Sar-Gin Developments (Sault) Limited be accepted and the Planning Director's Recommendation that City Council approve the rezoning of the subject property, subject to the following:

1. That Council approve Official Plan Amendment 142.
2. That Special Exception 215 be amended as follows:

(Provision) 6. Office Uses. Up to a maximum of 30% of the gross leaseable floor area of the total development on Block A on Schedule 867 attached hereto.

(Provision) 8. Delete. (Professional, scientific and technical services as separate permitted use), be endorsed.

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

- (a) A report of the Chair/Coordinator, Multi-Modal Task Force, Destiny Sault Ste. Marie is attached for the consideration of Council.

Note: The report entitled Sault Ste. Marie Multi-Modal Initiative Phase III Business Case and Implementation Analysis is provided under separate cover.

Mover - Councillor S. Myers
Seconder - Councillor F. Fata

Resolved that the report of the Chair/Coordinator, Multi-Modal Task Force, Destiny Sault Ste. Marie concerning Multi-Modal Initiative Phase 3 Business Case and Implementation Analysis Final Report dated February , 2008 be accepted and the recommendation that City Council approve the allocation of \$50,000. over the next six months towards the continuance of the Committee's management and administration of the initiative including expanding the mandate of the committee to include the addition of regional government, railway, logistical and other private sector representation, refining implementation strategies, preliminary services of a logistics consultant and pursuing strategic funding; and furthermore working in partnership with Federal and Provincial governments in securing additional funding of \$400,000. to assist in the full implementation of the initiative including securing customer base, working with railway and working with intermodal champions over the next four year period, be approved.

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

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.

EMPLOYEE ASSISTANCE PROGRAM

- (a) 2008-36 A by-law to authorize the renewal of the Employee Assistance Program contract between the City and The Sault Ste. Marie and District Group Health Association for the year 2008.

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

10.

HISTORIC SITES

- (b) 2008-35 A by-law to designate plaques and monuments as being of architectural or historic value or interest.

LEASE AGREEMENT

- (c) 2008-32 A by-law to authorize a lease agreement dated January 1st, 2008 between the City of Sault Ste. Marie and the Sault Area Hospital for the purpose of operating a central ambulance communication centre in a portion of the building located at 65 Old Garden River Road

A report from the City Solicitor is on the agenda.

OFFICIAL PLAN AMENDMENTS

- (d) 2008-33 A by-law to adopt Amendment No. 125 to the Official Plan. (Avery – Country Estates Phase 3)

PARKING

- (e) 2008-26 A by-law to authorize the provision of certain designated parking spaces for the sole use of vehicles operated by or conveying persons with a disability and to repeal By-law 81-367.

A report from the Assistant City Solicitor is on the agenda.

ZONING

- (f) 2008-31 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning the lands located at Civic No. 756 Landslide Road. (Bible Fellowship Assembly)

- (g) 2008-34 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at Civic No. 150 Palomino Drive. (Avery – Country Estates Phase 3)

By-laws before Council for **THIRD** reading which do not require more than a simple majority.

10. **LOCAL IMPROVEMENT**

- (h) 2008-9 A by-law to authorize the construction of sanitary sewer and private drain connections on Korah Road from Cooper Street to Lamming Road.

By-law 2008-9 received 1st and 2nd readings on January 14th, 2008

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 T. Sheehan

Seconder - Councillor D. Celetti

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2008 02 11

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Councillors F. Manzo (illness), S. Myers (illness), T. Sheehan (work)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, N. Apostle, P. McAuley, B. Freiburger, D. McConnell, P. Milosovich, J. Cain, J. Dolcetti, J. Luszka, P. Liepa, S. Turco

1. ADOPTION OF MINUTES

Moved by Councillor P. Mick

Seconded by Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2008 01 28 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by - Councillor P. Mick

Seconded by - Councillor D. Celetti

Resolved that the Agenda for the 2008 02 11 City Council Meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- (a) Ago Lehela, a representative of Estonian Association was in attendance concerning Proclamation - Estonian Independence Day.
- (b) Bdr. Patric Belanger, Bdr. Brandon Corbett, Bdr. Steve Rowley and Warrant Officer Steve Leask local Canadian Forces members having recently returned from Afghanistan were in attendance to receive a recognition plaque from the City.

4. (c) Chris Rous, President Arts Council of Sault Ste. Marie and District was in attendance along with Gayle Broad and Jude Ortiz concerning agenda item 6.(8)(a).
- (d) Brian Curran, President and C.E.O., PUC Inc. was in attendance concerning agenda item 6.(8)(b).
- (e) Bob Paciocco was in attendance concerning item 6.(6)(a).
- (f) Phil Paquette was in attendance concerning item 6.(6)(b).
- (g) Mike Kornell, Soo Finnish Nordic Ski Club, Pastor Craig Buckner and Sharon Cuddy were in attendance concerning agenda item 6.(6)(b).
- (h) Bob Dumanski and Bill Wierzbicki was in attendance concerning agenda item 6.(6)(c).

PART ONE – CONSENT AGENDA

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

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata

Resolved that all the items listed under date 2008 02 11 - Part One - Consent Agenda be approved as recommended. CARRIED

- (a) Correspondence from AMO was received by Council.
- (b) Correspondence from the Township of Russell (concerning a request to the province to amend municipal debt capacity by excluding debts for public utilities); City of Kingston (concerning the 'net a village in Africa' campaign); City of Waterloo (concerning Waterloo region CBC radio station); Township of Galway-Cavendish and Harvey (concerning a ban on the ownership of handguns); and Township of Greater Madawaska (concerning logging on Crown land) was received by Council.
- (c) The letter from the Ministry of Transportation in response to a Council resolution concerning naming the old section of Highway 17 East "Highway 17B" was received by Council.
- (d) The report from Laurentian University concerning the City of Sault Ste. Marie Bursary Endowment Report was received by Council.
5. (e) The News Release concerning Family Day 2008 was received by Council.

- (f) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 02 11 be approved as requested. CARRIED
- (g) **Property Tax Appeals**

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
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 2008 02 11 be approved and the tax records be amended accordingly. CARRIED

Pecuniary Interest – Mayor J. Rowswell – an individual on the property tax appeals list is a client of engineering firm.
- (h) **MCTV Big Money Bingo**
The report of the City Tax Collector was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that the report of the City Tax Collector dated 2008 02 11 concerning MCTV Big Money Bingo be accepted and the recommendation that Council continue to support the practice of denying the sale of bingo cards or any other type of lottery tickets as governed by the Alcohol and Gaming Commission of Ontario to organizations outside the City with no direct charitable benefit to the local community at large and for which the sale would put additional stress on our local charity fundraising efforts be approved. CARRIED

Pecuniary Interest – Councillor B. Hayes – employed by OLG
- (i) **2008 Non Union Salary By-law**
The report of the Commissioner of Human Resources was accepted by Council.
The relevant By-law 2008-27 is listed under Item 10 of the Minutes.
- (j) **Memorandum of Settlement - City Transit and United Steelworkers Local 2251 - 2008 Collective Agreement**
The report of the Commissioner of Human Resources was accepted by Council.
5. (j) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata

Resolved that the report of the Commissioner of Human Resources dated 2008 02 11 concerning Memorandum of Settlement - City Transit and United Steelworkers Local 2251 - 2008 Collective Agreement be accepted; and Further that the Memorandum of Settlement between City Transit and United Steelworkers Local 2251 and the City of Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council Meeting. CARRIED

(k) **Corporation of the City of Sault Ste. Marie - User Fees - By-law 2008-2**

The report of the Manager of Budgets and Revenue was accepted by Council. The relevant By-law 2008-2 is listed under Item 10 of the Minutes.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti

Resolved that the report of the Manager of Budgets and Revenue dated 2008 02 11 concerning User Fees - By-law 2008-2 be accepted and the recommendation that Council confirm that the recommended 2008 User Fees charged by the City are appropriate; and

Further that staff be directed to develop a Corporate User Fee Policy that may include a provision to automatically increase fees on an annual basis subject to inflation and other market conditions be approved. CARRIED

(l) **Ontario Municipal Partnership Fund Grant**

The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 02 11 concerning Ontario Municipal Partnership Fund Grant be accepted and the recommendation that the City of Sault Ste. Marie requests the Minister of Finance and the Minister of Municipal Affairs to fulfill the original commitment on the phase-in of OMPF grant increases for 2008 using the existing formula be approved; and

Further that a copy of this resolution be forwarded to David Orazietti, M.P.P. Sault Ste. Marie. CARRIED

(m) **Hospital Building Permit**

The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti

5. (m) Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 02 11 concerning Hospital Building Permit be accepted and the recommendation that the City fund the additional building permit fee of \$85,340.00 from the Hospital Reserve and that this contribution be considered to be part of the total City commitment to the new hospital be approved. CARRIED
- (n) **Update on Community Services Department Projects - Skatepark and Indoor Multi-Use Centre**
The report of the Commissioner of Community Services was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that the report of the Commissioner of Community Services dated 2008 02 11 concerning Update on Community Services Department Projects - Skatepark and Multi-Use Centre be accepted as information. CARRIED
- (o) **Funding Application - Celebrate Canada Program**
The report of the Supervisor Community Services Recreation and Culture was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that the report of the Supervisor Community Services Recreation and Culture dated 2008 02 11 concerning Funding Application - Celebrate Canada Program be accepted and the recommendation that Council authorize staff to apply to the Department of Canadian Heritage for the 2008 Celebrate Canada Program to assist in funding the City's Canada Day Celebration be approved. CARRIED
- (p) **Historic Sites Board - Job Creation Partnership Program - War of 1812 Bicentennial**
The report of the Curator Ermatinger Clergue National Historic Site was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that the report of the Curator Ermatinger Clergue National Historic Site dated 2008 02 11 concerning Historic Sites Board - Job Creation Partnership Program - War of 1812 Bicentennial Celebrations be accepted and the recommendation that Council authorize an application to the Ministry of Training Colleges and Universities for an administrative assistant under the Job Creation Partnership Program to provide administrative support for the local committee in organizing the War of 1812 Bicentennial Celebrations be approved. CARRIED

5. (q) **Canadian Red Cross - Sault Ste. Marie Home Maintenance Snow Removal Program**
The report of the Commissioner of Community Services was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that the report of the Commissioner of Community Services dated 2008 02 11 concerning Canadian Red Cross - Sault Ste. Marie Home Maintenance Snow Removal Program be accepted as information. CARRIED
- (r) **Municipal Environmental Initiatives Committee - Terms of Reference**
The report of the Land Development and Environmental Engineer was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that the report of the Land Development and Environmental Engineer dated 2008 02 11 concerning Municipal Environmental Initiatives Committee - Terms of Reference be accepted and the recommendation that Council approve in principle the Terms of Reference for the Municipal Environmental Initiatives Committee (Green Committee) be approved. CARRIED
- (s) **Queen Street Odour Issue - Brock Street to East Street**
The report of the Land Development and Environmental Engineer was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that the report of the Land Development and Environmental Engineer dated 2008 02 11 concerning Queen Street Odour Issue - Brock Street to East Street be accepted and the recommendation that Council authorize the City's continuing efforts in determining the source of odour on Queen Street (Brock to East block); and
Further that a budget of \$50,000.00 with funds to come from the 2008 Sewer Surcharge Budget be approved for City staff to continue the necessary testing work to determine the source of the odour; and
Further that Council authorize a request to the Minister of the Environment and other agencies for financial assistance in resolving this matter be approved. CARRIED
- (t) **Lane Closing Application - Sayer's "E" Subdivision**
The report of the City Solicitor was accepted by Council. The relevant By-laws 2008-29 and 2008-30 are listed under Item 10 of the Minutes.

5. (u) **Downtown Development Initiative - Grant Evaluation Committee**
The report of the Planning Division was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that the report of the Planning Division dated 2008 02 11 concerning the Downtown Development Initiative - Grant Evaluation Committee be accepted and the Planning Director's recommendation that City Council approve the 10 funding requests described in this report be endorsed.
CARRIED

Pecuniary Interest – Councillor L. Tridico – family member seeking assistance through this program.
- (v) **Reduction of Polystyrene in the Waste System**
The report of the Waste Diversion Supervisor was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that the report of the Waste Diversion Supervisor dated 2008 02 11 concerning Reduction of Polystyrene in the Waste System be accepted and the recommendation that Council authorize the collection of expanded polystyrene at the Household Special Waste Facility during the regular hours of operation be approved. CARRIED
- (w) **Boards and Committees Travel**
The report of the Curator of Ermatinger-Clergue National Historic Site was accepted by Council.

Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
Resolved that Historic Sites Board member Judy McGonigal be authorized to travel to the Ontario Museum Association Regional Museum Clusters Roundtable meeting being held in Toronto on February 14, 2008 at no cost to the City. CARRIED
- PART TWO – REGULAR AGENDA**
6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (6) **PLANNING**
- (a) **Application No. A-13-07-Z.OP and 57T-07-503 - Wade Avery (Country Estates Subdivision - Phase 3) - 150 Palomino Drive - Request to Rezone to Facilitate the Development of a 10 Lot Rural Residential Subdivision**

6. (6)
- (a) The report of the Planning Division was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
- Resolved that the report of the Planning Division dated 2008 02 11 concerning Application No. A-13-07-Z.OP and 57T-07-503 - Wade Avery (Country Estates Subdivision - Phase 3) be accepted and the Planning Director's recommendation that City Council approve the Draft Plan of Subdivision for the proposed Country Estates Subdivision - Phase 3, subject to the 12 conditions contained in the report, be endorsed. CARRIED
- (b) **Application No. A-1-08-Z - Bible Fellowship Assembly (Phil Paquette) - 756 Landslide Road - Request to Rezone to Permit Place of Worship, Assembly Facilities and Food Services**
The report of the Planning Division was accepted by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor D. Celetti
- Resolved that the report of the Planning Division dated 2008 02 11 concerning Application No. A-1-08-Z - Bible Fellowship Assembly be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from (PR) "Parks and Recreational" zone to (PRS) "Parks and Recreational Zone with a Special Exception" to permit the following uses in addition to those permitted in a PR Zone: 1. A Place of Worship, 2. Assembly Facilities and 3. Food Services be endorsed. CARRIED
- (c) **Application No. A-2-08-Z.OP - Sar-Gin Developments (Sault) Limited - 671, 671A and 683 Great Northern Road - Request to Rezone to Increase the Allowable Office Space from 15% of Leaseable Area to 30% of Leaseable Area**
The report of the Planning Division was received by Council.
- Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
- Resolved that the report of the Planning Division dated 2008 02 11 concerning Application No. A-2-08-Z.OP - Sar-Gin Developments (Sault) Limited be accepted and the Planning Director's recommendation that City Council DENY the application be endorsed. DEFEATED
- Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata

6. (6)(c) Resolved that rezoning application No. A-2-08-Z.OP - Sar-Gin Developments 671, 671A, 683 Great Northern Rd. request to rezone to increase the allowable office space from 15% of leasable area to 30% of leasable area BE APPROVED in principle subject to appropriate conditions to be developed with respect to a cap on previously allowed professional space as suggested by the applicant. CARRIED

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

(a) **Arts Council of Sault Ste. Marie and District - Culture, Creativity and the Arts**

The report of the Arts Council Sault Ste. Marie and District entitled "Culture, Creativity and the Arts: Achieving Community Resilience and Sustainability through the Arts in Sault Ste. Marie" was accepted by Council.

Moved by - Councillor P. Mick

Seconded by - Councillor D. Celetti

Whereas the Arts Council of Sault Ste. Marie and District has provided a report entitled "Culture, Creativity and the Arts: Achieving Community Resilience and Sustainability through the Arts in Sault Ste. Marie" concerning the important contribution that the culture and arts industry provides to the economy of Sault Ste. Marie; and

Whereas the Arts Council has identified a plan to increase Sault Ste. Marie's sustainability and to maximize the culture and arts industry's potential in developing and diversifying the economy by creating a strategic development plan for culture and the arts using a community-based consultative process;

Now therefore be it resolved that City Council expresses its support for the recommendations contained in the report dated August 22, 2007 and its further support and encouragement to the Arts Council of Sault Ste. Marie and District and to Community Resilience Sault Ste. Marie (CRSSM) as the facilitator in the development of the strategic development plan. CARRIED

(b) **PUC Inc. 2007 Fourth Quarter Shareholder Report**

The report of the President and C.E.O., PUC Inc. was accepted by Council.

Moved by - Councillor P. Mick

Seconded by - Councillor F. Fata

Resolved that the report of the President and C.E.O., PUC Inc. dated 2008 01 24 concerning PUC Inc. 2007 Fourth Quarter Shareholder Report be accepted as information. CARRIED

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

(a) Moved by - Councillor L. Tridico
Seconded by - Councillor F. Fata

7. (a) Whereas the City's waterfront boardwalk is a favourite place for many residents and visitors to enjoy the outdoors and excellent quality of life in Sault Ste. Marie; and
Whereas there are many residents who are requesting that the waterfront boardwalk be plowed in the winter months;
Now therefore be it resolved that the Commissioner of Public Works and Transportation review and report back to Council on the feasibility of providing winter access to the City boardwalk. CARRIED
- (b) Moved by - Councillor S. Butland
Seconded by - Councillor P. Mick
Whereas Sault Ste. Marie has established an Environmental Initiatives Committee involving all city departments plus the PUC; and
Whereas four subcommittees have been formed: Fleet Management, Waste Management Practices, Building Operations and Public Awareness; and
Whereas any internal initiatives as endorsed by individual departments will necessarily be provided to the Committee and Council for their information and in some instances for approval; and
Whereas an integral component of any such initiatives espousing the "green" agenda should be presented to the community at large for their acceptance and hopefully endorsement;
Now therefore be it resolved that Council endorse a "public awareness" campaign that will assist the Environmental Initiatives Committee in achieving its goals; and
Be it further resolved that the following list of speakers be engaged to begin the "public awareness" campaign.
It is anticipated that the following speakers shall present to the Environmental Initiatives Committee at its monthly meetings and then do a similar abbreviated presentation to Council on the same day.
1. February 25th - Mark Lucuik (see biographical sketch attached)
Mr. Lucuik is a Sault Ste. Marie native who has been working with Algoma Public Health on their new proposed, co-located structure on Sault College property. He has agreed to share his expertise on Green Buildings. He has written a paper on the business case for green buildings for the Canadian Government. Algoma Public Health has agreed to share the expense of hosting Mr. Lucuik. Approximate cost to the city - \$500.00
 2. March - Doug Salloum - Federation of Canadian Municipalities - Green Municipal Corporation (see attached information) - no cost to City
 3. April - City of Chicago - Chicago is recognized and presents itself as America's greenest city. Their Public Relations Department has agreed to share some of their successful "green" initiatives with us. Cost to City - To be determined
 4. May - Colin Kirkwood, P. Eng., Dean School of the Natural Environment, Technology and Skilled Trades, Sault College

7. (b) Mr. Kirkwood has been most active in positioning Sault College to take advantage of the presence of the wind farm, proposed solar farm, waste to energy project in Sault Ste. Marie. The new introduced programs have seen a dramatic increase in registrations. Mr. Kirkwood is eager to share his vision in environmental, particularly energy, pursuits for Sault College. No cost to City.
5. September - Gordon Miller - Ontario's Environmental Commissioner. Mr. Miller has gained a reputation as a respected, outspoken advocate as he monitors Ontario's environmental issues. Mr. Miller will be available to come to Sault Ste. Marie in September at no cost to the City.
- Other speakers are being contemplated. Other suggestions would be gladly accepted. CARRIED

- (c) Moved by - Councillor D. Celetti
Seconded by - Councillor F. Fata
- Whereas in Sault Ste. Marie, there lies a very desperate need for long term care; our current long term care facilities are overcrowded and pretty much under staffed. Sault Ste. Marie has an aging population, with many seniors still living at home, who need long term care and cannot get into any of these institutions but are placed on waiting lists to get the proper long term care, so they can eventually be admitted so they can get proper health care and live out their lives in comfort and dignity.
- Now therefore be it resolved that Council direct the proper staff to investigate this problem, and report back to Council; direction is needed to fill this major void in our community and call upon MPP David Orazietti to come to Council and explain his governments' intention on dealing with this urgent need.
- 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 P. Mick
Seconded by - Councillor F. Fata
- Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 02 11 be approved. CARRIED
- (a) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
- Resolved that By-law 2008-2 being a by-law to establish user fees and service charges be read THREE times and PASSED in open Council this 11th day of February, 2008. CARRIED
- (b) Moved by - Councillor P. Mick

10. (b) Seconded by - Councillor F. Fata
Resolved that By-law 2008-24 being a by-law to amend Schedule "Z" to Traffic By-law 77-200 be read THREE times and PASSED THIS 11th day of February, 2008. CARRIED
- (c) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that By-law 2008-25 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 11th day of February, 2008. CARRIED
- (d) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that By-law 2008-27 being a by-law to amend 2002-194 being a by-law to establish non-union job classifications, salaries and benefits be read THREE times and PASSED in Open Council this 11th day of February, 2008. CARRIED

Recorded Vote

For: Councillors J. Caicco, B. Hayes, D. Celetti, O. Grandinetti, L. Tridico, F. Fata, S. Butland

Against: Mayor J. Rowswell, Councillors L. Turco, P. Mick

Absent: Councillors S. Myers, T. Sheehan, F. Manzo

- (e) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that By-law 2008-29 being a by-law to assume for public use and establish as a public lane the north/south laneway lying west of East Street and north of Bay Street in the Sayer's "E" Subdivision, Plan 732, be read THREE times and PASSED in open Council this 11th day of February , 2008. CARRIED
- (f) Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that By-law 2008-30 being a by-law to stop up, close and authorize the conveyance of the north/south laneway lying west of East Street and north of Bay Street in the Sayer's "E" Subdivision be read a FIRST and SECOND time in open Council this 11th day of February, 2008. CARRIED

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

Moved by - Councillor P. Mick

- Seconded by - Councillor D. Celetti
11. Resolved that Council shall now go into caucus to discuss the potential land exchange (acquisition and disposition) with Sault College re Pine Street extension; and
- Further be it resolved that should the said caucus meeting be adjourned, Council may reconvene in caucus to continue to discuss the same matter without the need for a further authorizing resolution. CARRIED

12. **ADJOURNMENT**

Moved by - Councillor P. Mick
Seconded by - Councillor F. Fata
Resolved that this Council shall now adjourn. CARRIED

MAYOR

CLERK

MINUTES

SPECIAL (COMMITTEE OF THE WHOLE) MEETING OF CITY COUNCIL

COMMUNITY PLAN QUESTIONNAIRE

2008 02 19

7:00 P.M.

RAMSAY BOARD ROOM

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

ABSENT: Councillors S. Butland (out of town – City business), F. Manzo (illness), F. Fata

OFFICIALS: M. White

1. Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – Community Plan questionnaire. CARRIED

Norm Jaehrling, Consultant, reviewed a questionnaire prepared by the Mayor's Advisory committee to assist Council in developing a community vision and ranking and prioritizing associated strategies.

Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the Committee of the Whole now rise without reporting on the matter referred to it by City Council – Community Plan questionnaire. CARRIED

2. Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that this Council shall now adjourn. CARRIED

MAYOR

CLERK

5(a)



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

ALERT

MEMBER COMMUNICATION

ALERT N°: 08/006

To the attention of the Clerk and Council
February 19, 2008

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

Federal Liberal Party Pledges Infrastructure Money

Issue: Liberal leader Stéphane Dion pledges new funding for municipalities to eliminate Canada's infrastructure deficit.

Background:

Liberal leader Stéphane Dion announced that a Liberal government would move to dedicate any surplus greater than \$3 billion to municipal infrastructure in an effort to erase the municipal infrastructure deficit and improve Canada's ability to remain competitive.

The funding would be in addition to existing federal government infrastructure funding programs such as the Gas Tax Transfer and the Municipal-Rural Infrastructure Fund (MRIF). In addition, Mr. Dion reiterated his pledge that a Liberal government would make the Gas Tax Transfer permanent.

Mr. Dion said that a Liberal government would set aside a \$3 billion Contingency Fund every year that, if not needed for deficit purposes or unpredictable events, would be applied to the debt. Any additional surplus would be used to invest in such infrastructure needs as: public transit; water systems; roads and bridges; and cultural and recreational facilities. This investment would be made through existing federal gas tax transfer agreements, i.e., the funding would be entitlement based.

According to the federal Department of Finance figures released on January 10, 2008, the federal government had a surplus of \$13.2B in 2005-06, an estimated surplus of \$13.7B in 2006-07 and forecast to have a surplus of \$11.5B in 2007-08, \$10B of which the federal government has said it will use to reduce the federal debt.

Action:

For your information. More details can be found in the Liberal Party [news release](#) or Mr. Dion's [statement](#).

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



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



MEMBER COMMUNICATION

ALERT N°: 08/007

To the attention of the Clerk and Council
February 20, 2008

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

Province Reviewing More than 450 Applications for MIII Funding

Issue: The Ministry of Public Infrastructure Renewal has released a preliminary profile of the funding applications received for the MIII.

Background:

On December 13, 2007 Finance Minister Dwight Duncan announced provincial funding for infrastructure to the Ontario Legislature in his Fall Economic Statement. Funding dedicated to municipal infrastructure, the Municipal Infrastructure Investment Initiative (MIII), provided \$300 million to support all types of municipally-owned infrastructure, excluding public transit which is supported through other provincial programs.

The MIII application period for funding closed on February 15, 2008, and the Ministry of Public Infrastructure Renewal (PIR) has released preliminary results for the applications process. At the program's close results indicate that:

- more than 450 applications were submitted;
- funding of almost \$750M was requested from the province;
- eligible projects costs for all applications are valued at over \$1.0 billion.

PIR indicates that most municipal funding requests were for projects that address local priorities including bridges and roads, water and wastewater, sports, recreational and cultural facilities.

The government is currently reviewing the applications and will make funding announcements no later than March 31, 2008.

Action:

For your information. AMO will continue to advocate for sustainable, predictable, long-term provincial and federal funding for municipal infrastructure in Ontario.

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



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and Modules 2 and 3 will be held consecutively in April/May 2008

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Package 3 \$1500 + 5% GST (\$1575); All four modules

MODULE I: What Every Councillor Must Know <p>Knowledge every councillor must know to formulate an informed opinion and participate fully in the local government process.</p> <p>Topics include:</p> <ul style="list-style-type: none"> - Council and Councillor Conduct - Budgeting and Financial Management - The Municipal Act - Closed Meetings - Policies and By-Laws - Accountability and Transparency - Taxation, User Fees and Charges - Freedom of Information - Conflicts of Interest <p><i>Jan 19: North Bay (Clarion Resort) Jan 26: Kingston (Confederation Place) Jan 30: Orillia (Mariposa Inn) Feb 2: London (Four Points Sheraton) Feb 9: Sault Ste. Marie (The Pavilion) Feb 14: Thunder Bay (Valhalla Inn)</i></p>	MODULE II: Advancing the Knowledge Base <p>Develop strategy and understanding of the intricacies of the corporate model of government.</p> <p>Topics include:</p> <ul style="list-style-type: none"> - Strategic Planning - Tax Policy - Human Resources - Budgeting and Finance - Risk Management - Tort Law - Roads <p>Space limited to 30 participants in this module.</p> <p><i>Apr 3: London (Four Points Sheraton) Apr 10: Kingston (Confederation Place) Apr 16: North Bay (Holiday Inn) Apr 18: Orillia (Mariposa Inn) May 8: Sault Ste. Marie (The Pavilion) May 14: Thunder Bay (Valhalla Inn)</i></p>
MODULE III: Effective Skills Development <p>Methods and techniques to communicate with various individuals and groups effectively throughout your term.</p> <p>Topics include:</p> <ul style="list-style-type: none"> - Effective Presentations - Communications - Public Speaking - Media Relations - Effective Meetings - Powerpoint <p>Space limited to 30 participants in this module.</p> <p><i>Apr 4: London (Four Points Sheraton) Apr 11: Kingston (Confederation Place) Apr 17: North Bay (Holiday Inn) Apr 19: Orillia (Mariposa Inn) May 9: Sault Ste. Marie (The Pavilion) May 15: Thunder Bay (Valhalla Inn)</i></p>	MODULE IV: Maximizing Your Effectiveness <p>Integrate your hands on experience with valuable personal and personnel management tips and techniques.</p> <p>Topic Include:</p> <ul style="list-style-type: none"> - Fiscal Issues - Asset Management - Human Resources - Council-Staff Relations - Succession Planning - Municipal Product Knowledge - Time Management <p>Space limited to 30 participants in this module.</p> <p><i>Jan 18: North Bay (Clarion Resort) Jan 25: Kingston (Confederation Place) Jan 31: Orillia (Mariposa Inn) Feb 1: London (Four Points Sheraton) Feb 8: Sault Ste. Marie (The Pavilion) Feb 13: Thunder Bay (Valhalla Inn)</i></p>

Registration inquiries: Nav Dhaliwal | 1-877-426-6527 ext. 330 | ndhaliwal@amo.on.ca



Association of Municipalities of Ontario

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Module 4: Maximizing your Effectiveness		\$ 450 + 5% GST	
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Package 3: All four modules		\$ 1500 + 5% GST A savings of \$150	
		TOTAL COST:	

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	Signature	

Refund Policy:

Cancellations must be made in writing and received by AMO 14 days prior to the date of the selected seminar.
 An administration fee of \$ 50.00 + 5% GST (\$52.50) will apply.



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 Toronto, Ontario M5H 3C6
 (416) 971-9856
 (416) 971-6191
 ndhaliwal@amo.on.ca

Donna Irving

From: Brenda Paul [bpaulmachar@vianet.ca]
Sent: February 13, 2008 1:23 PM
To: bpaulmachar@vianet.ca
Subject: Funding for rural schools
Attachments: Resolution EP Schools.doc

Attached is a Resolution recently passed by the Township of Machar and Village of South River regarding the funding of rural schools (it can be copied for your use).

We respectfully request your support.

Please send your Resolution of support to:

Premier Dalton McGuinty
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
Fax 416-325-3745

Please copy us for our information:

Township of Machar
Box 70, 73 Municipal Rd N
South River, ON POA 1XO
Fax 705-386-0765

Thank you.

Brenda Paul, AMCT
Clerk-Administrator
Township of Machar

February 11, 2008

WHEREAS English Public Schools in Northern Ontario are continually identified and considered for closure,

WHEREAS English Public Schools enjoy the highest proportion of enrolment, but the lowest proportion of funding,

WHEREAS demographics are not being considered with proven statistics from Stats Canada's population growth rates that show growth and enrolment in this area will increase,

WHEREAS English Public Schools are the heart of their community, especially in Northern Ontario, and vital to the future of their community,

WHEREAS English Public Schools are each entitled to a full time principal, full time secretary and full time custodian,

WHEREAS English Public School students are entitled to a quality education in a safe, healthy environment,

WHEREAS transportation costs for busing students out of their communities is excessive, unsafe and unhealthy,

NOW THEREFORE we petition the Provincial Government to properly fund English Public Schools in Northern Ontario as a special interest, to the extent needed to keep them open and operational in safe repair,

FURTHER THAT this Resolution be circulated to the Parry Sound Municipal Association and each municipality in Northern Ontario for support.

Town of Northeastern Manitoulin and the Islands

Postal Bag 2000
Little Current, ON P0P 1K0
Phone: 705-368-3500

The Council of the Corporation of the Town of Northeastern Manitoulin and the Islands passed the following resolution at a regular meeting of Council held February 5, 2008:

Resolution No. 39-02-08

Moved by: D. Orr

Seconded by: P. Skippen

WHEREAS the access to potable water is essential for the health and well being of society,
AND WHEREAS the Province of Ontario assumes responsibility for the regulation and oversight of municipal drinking water systems which municipalities are compelled to own and operate,
AND WHEREAS the Province of Ontario continuously modifies, adapts and changes regulations without regard to cost or the ability of the users of the system to financially support said changes,
AND WHEREAS the users of the system could realize substantial cost savings by combining the operation of all municipal systems with the Province into a single corporate entity,
NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands requests that the Province of Ontario assume ownership of all municipal drinking water systems within the Province,
AND FURTHER that the Province assume responsibility for the operation of all municipal drinking water systems subject to its regulations and oversight,
BE IT FURTHER RESOLVED that this resolution be distributed to all municipalities within the Province of Ontario with a request that they pass a similar resolution for submission to Premier Dalton McGuinty, the Association of Municipalities of Ontario and both the Ministry of Municipal Affairs and Housing and the Ministry of the Environment.

CARRIED

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Management & Administrative Services Department

February 1, 2008

The Honourable Dalton McGuinty
Premier of Ontario
Minister of Intergovernmental Affairs
Legislative Building
Queen's Park
Toronto ON M7A 1A1

The Honourable Dwight Duncan
Minister of Finance
7 Queen's Park Crescent
7th Floor
Toronto, ON M7A 1Y7

The Honourable Jim Bradley
Minister of Transportation
77 Wellesley Street West
Ferguson Block, 3rd Floor
Toronto, ON M7A 1Z8

The Honourable Jim Watson
Minister of Municipal Affairs & Housing
777 Bay Street
17th Floor
Toronto, ON M5G 2E5

*Please see Page #3 for Distribution List

Re: Ontario Auto Insurance Legislation (File A27)

The following recommendation of the Committee of Council Meeting of January 23, 2008 was approved by the Council of the Corporation of the City of Brampton on January 30, 2008:

CW031-2008

1. That the report from P. Honeyborne, Interim Commissioner of Finance and Treasurer, and Director of Treasury Services and Deputy Treasurer, and R. Parzei, Senior Manager of Investments, Insurance and Risk Management, Finance, dated January 4, 2008, to the Committee of Council Meeting of January 23, 2008, re: **Ontario Auto Insurance Legislation (File A27)** be received; and,
2. That the Province of Ontario review the impact on public transit of its No-Fault and Accident Benefit legislation with consideration that all public transit be exempted from the Accident Benefit legislation, or alternatively the creation of a modified No-Fault/Accident benefit regime for public transit; and,

RECEIVED
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FEB 13 2008

NO.: 50920

DIST.:

5(a)

- 2 -

3. That all Ontario municipalities who operate a Transit system be requested to endorse this recommendation of the City of Brampton; and,
4. That a copy of this recommendation be forwarded to the Association of Municipalities of Ontario.

A copy of the subject report is attached for your information. It is requested that the recipients acknowledge receipt of this correspondence.

Yours truly,



Sonya Pacheco
Legislative Coordinator
City Clerk's Office
Tel: 905-874-2178 / Fax: 905-874-2119
sonya.pacheco@brampton.ca
/sp (CW – G4-2)

cc: D. McFarlane, Interim Commissioner of Finance and Treasurer
T. Mulligan, Commissioner of Works and Transportation
S. Bass, Director of Transit, Works and Transportation
P. Honeyborne, Director of Treasury Services and Deputy Treasurer, Finance
R. Parzei, Senior Manager of Investments, Insurance and Risk Management,
Finance

G4-2-1

Report

Committee of Council

Standing Committee of the Council
 of the Corporation of the City of Brampton

Date: January 4, 2008

File: A27 (F06-08)

COMMITTEE OF COUNCIL

Subject: Ontario Auto Insurance Legislation

DATE: January 23, 2008

Contact: Roman Parzei, Senior Manager
 Investments, Insurance and Risk Management, Finance Department

Overview:

- Accident Benefits, first introduced under Ontario Motorist Protection Plan (OMPP) legislation in 1990, was primarily intended for private passenger vehicles.
- In 2002, the Province of Ontario set up the Auto Insurance Review Committee to review the Auto Insurance legislation. On behalf of all Transit commissions in the GTA area, City of Mississauga wrote to the Auto Insurance Review Committee about the impact the Accident Benefit legislation was having on public transit. It was also requested that public transit be exempted from the Accident Benefit legislation.
- Today, the impact of the mandatory Accident Benefits on the City's transit insurance premium and claims experience has been astronomical.
- 59% of the 2006 Transit claims were related directly to Ontario's No Fault Auto Insurance legislation and/or the Accident Benefits legislation. The severity of the 59% of Transit claims related to Ontario's No Fault Auto Insurance legislation and/or the Accident Benefits accounted for 82% of the 2006 funds expended on Transit claims.
- From 1997 to 2006 OMEX, the City's insurer has paid out over \$7.6 million in transit claim settlements. This is on top of the \$3.3 million that the City has paid that falls within the self-insured/deductible portion. That is a total payment of \$10.9 million on transit claims over the 10-year period with the majority of the payments related directly to Ontario's No Fault Auto Insurance legislation and/or the Accident Benefits legislation.

Overview:

- The City pays premiums on 11 separate lines of insurance coverage. Transit insurance premiums generally accounts for 50% of the total cost of the annual premiums.
- All of the issues that were raised before the Auto Insurance Review Committee in 2002 on the impact that the Accident Benefit legislation on public transit are still valid today

Recommendations:

- 1) That the Finance Department report “**Ontario Auto Insurance Legislation**” dated January 4 2008, be received;
- 2) That the Province of Ontario review the impact on public transit of its No-Fault and Accident Benefit legislation with consideration that all public transit be exempted from the Accident Benefit legislation, or alternatively the creation of a modified No-Fault/Accident benefit regime for public transit;
- 3) That all Ontario municipalities who operate a Transit system be requested to endorse this position of the City of Brampton; and
- 4) That a copy of this decision of Council be forwarded to AMO.

Background:

Following receipt of a report dated May 18, 2007, re: **Budget Amendment - Insurance Claims and Risk Management - 2006 Annual Report**, Committee of Council at its June 6, 2007 meeting passed a motion (CW260-2007) that included the following:

That staff be directed to advise the Province of Ontario of concerns regarding costs to municipalities which operate transit systems as a result of accident benefit provisions of “no fault” automobile insurance

Current Situation:

Accident Benefits, first introduced under Ontario Motorist Protection Plan (OMPP) legislation in 1990, was primarily intended for private passenger vehicles and are, for the most part, mandatory first party coverage.

G4-2-3

In 2001, in response to the impacts that the Accident Benefit legislation was having on public transit, a series of meetings was held with public transit providers in the GTA, including Brampton Transit. The result was that the City of Mississauga wrote to the Auto Insurance Review Committee on two occasions: January 4, 2002 and October 4, 2002, expressing concern about and the impacts that the Accident Benefit legislation was having on public transit. At that time it was also requested that public transit be exempted from the Accident Benefit legislation.

On July 2, 2003 the provincial government released reforms via a White Paper, *Automobile Insurance Affordability Plan for Ontario: Next Steps*, that they felt would reduce fraud and abuse of the system as well as ensure injured people are treated fairly. Much of the review focused on changes to the automobile legislation, Bill 59, which legislated the manner in which Accident Benefit coverage was administered.

Today, the impact of the mandatory Accident Benefits on the City's transit insurance premium and claims experience has been astronomical.

Of particular concern is the matter of soft tissue injury. There are many instances where the medical costs associated with a minor soft tissue injury from an alleged bump of a shoulder against a pole, or jostling in a vehicle, have involved multifaceted designated assessment centre evaluations ("DACs") which have alone generated costs in excess of \$20,000.00 per claim. This is the cost to simply address one small step in the process, and does not include various assessments and treatment plans, other medical examinations and report costs, and treatment costs. Nor does it encompass claims for other benefits that are typically involved, such as income replacement benefits. These types of alleged minor soft tissue injuries, and the massive infrastructure surrounding them, are generating enormous and often unwarranted medical and legal costs. Similar bumps or jostles which occur outside the universe of the auto insurance scheme, such as incidents in one's own backyard, certainly do not seem to generate the same degree of medical attention and cost—indeed if they generate any at all. Studies involving soft tissue injuries in countries such as Norway and Lithuania, suggest that human beings are reasonably hardy and resilient, and can actually recover extremely quickly from these types of injuries without the massive compensation and medical regimes in place.

Typical of many urban municipal public transit systems, the City is self-insured (\$10,000 up to 2006, and \$100,000 as of 2007) for a major portion of all Accident Benefit claims and bodily injury tort claims, which are paid directly from the municipal operating budgets.

The City pays premiums on 11 separate lines of insurance coverage. Transit insurance premiums generally accounts for 50% of the total cost of annual premiums. In 2006, the Transit insurance premium (with a \$10,000 deductible or self-insured) was \$1.7 million of the total insurance premiums of \$3.0 million or 57%. In 2007 the deductible/self-insured was increased to \$100,000 the Transit

insurance premium was reduced to \$1.1 million of the total insurance premiums of \$2.3 million or 48%.

Of the 201 Transit claims received in 2006,

- 59% were related directly to Ontario's No Fault auto insurance legislation and/or the Accident Benefits legislation. No-fault insurance means that if you get into an accident, regardless of whether or not it's your fault, your own insurance pays for the damage to your vehicle and for your injuries.
 - There were 81 claims, or 41% of all transit claims received in 2006, where the City must look to its own insurer for recovery of damages by 3rd parties who were at fault causing damage to our busses.
 - There were 36 accident benefit claims, or 18%, where the City had to cover personal injury suffered by a passenger who had no auto insurance of their own.

It is interesting to note that the severity of the 59% of Transit claims related to Ontario's No Fault Auto Insurance legislation and/or the Accident Benefits accounted for 82% of the 2006 funds expended on Transit claims.

From 1997 to 2006 OMEX, the City's insurer has paid out over \$7.6 million in transit claim settlements. This is on top of the \$3.3 million that the City has paid that falls within the self-insured/deductible portion. That is a total payment of \$10.9 million on transit claims over the 10-year period with the majority of the payments related directly to Ontario's No Fault auto insurance legislation and/or the Accident Benefits legislation.

All of the issues that were raised before the Auto Insurance Review Committee in 2002 on the impact that the Accident Benefit legislation has on public transit are still valid today.

These issues that were raised at the time are summarized as follows:

1. There is little accountability on a passenger to putting in an accident benefit claim, as they will not be impacted by any automobile insurance rate increase. In many cases, after conducting an investigation, claimants who have appropriate coverage available, still make a point of attempting to claim under the transit service provider policy.
2. Due to the high cost of insurance, many transit service providers retain large deductibles on accident benefit coverage. It is very difficult to transfer these costs into increased fare hikes. Higher fares result in negative impacts, such as increased automobile usage and related congestion and air quality deterioration as well as an increased financial burden on those who have no other means of transportation.
3. Public transit is extremely vulnerable under this legislation. The cost of handling both an Accident Benefit claim and a bodily injury tort claim, which

G42-5

must be handled separate of one another, further impacts the operating budget since in most cases, the City is claimed against twice.

4. Accident Benefit claims are payable regardless of fault. Public transit is in the business of transporting large amounts of people at any given time. Unlike private passenger vehicles, public transit is exposed to a higher degree of risk, including unpredictable traffic and passenger safety conditions. The safety features applicable to an automobile are not applicable to public transit. In addition, no matter how much driver safety training is provided and safety features are introduced, the fact remains, public transit is overly susceptible for Accident Benefit claims.
5. There is no duty to report an incident to the public transit driver or police at the time of the incident occurring. Reports are received days later many times without the driver having any knowledge of the incident.
6. The frequency and severity of these no fault payments are uncontrollable with little or no possibility of effective risk management.

Conclusion:

Given the large impact on the operating budget and on the insurer, it is recommended that the Province of Ontario review the impact on public transit of its No-Fault and Accident Benefit legislation with consideration that all public transit be exempted from the Accident Benefit legislation, or alternatively the creation of a modified No-Fault/Accident benefit regime for public transit.

Further that all Ontario municipalities who operate a Transit system be requested to endorse this position of the City of Brampton and that a copy of this decision of Council be forwarded to AMO.

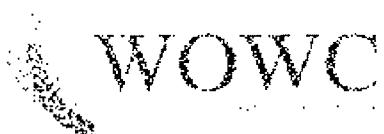


Roman Parzei
Senior Manager, Investments,
Insurance and Risk Management



Peter Honeyborne
Interim Commissioner of Finance
& City Treasurer

RsP/



Western Ontario Wardens' Caucus
c/o The Corporation of the County of Lambton
789 Broadway Street, Box 3000
Wyoming, ON N0N 1T0
519-845-0801

January 17, 2008

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

Attention: Mr. Doug Reycraft, President

Dear Mr. Reycraft:

Re: Farm Tax Rebate Resolution

At a recent meeting of the Western Ontario Wardens' Caucus, the enclosed letter and resolution regarding the Farm Tax Rebate Program was approved.

We ask that this be circulated to local Municipalities as per AMO's practice.

Yours very truly,

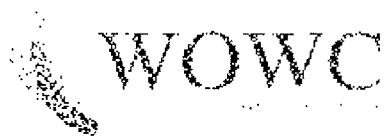
A handwritten signature in black ink that reads "Jim Burns".

Jim Burns
County Warden

JB/lk

DISCLAIMER

This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.



January 4, 2008

To Heads of Council

I am writing to request your assistance in addressing the issue of provincial compensation for the negative municipal financial impact associated with the transition from the farm tax rebate program in 1998.

Prior to 1998 the municipal property taxation system taxed farm land at the same tax rate as residential properties. To secure a provincial rebate of 75% of the municipal taxes, the agricultural property owner had to first pay the municipal tax bill and then file a claim with the Provincial Ministry of Agriculture and Food and Rural Affairs and subsequently a rebate cheque would be issued.

Moving away from this cumbersome and costly system was a good move for both the farmer and the Province of Ontario. The Farm Tax Rebate Program was replaced in 1998 with a system which required municipalities to lower the tax rate charged to agricultural properties to 25% of residential tax rate.

At the time of the program transition, the Province of Ontario agreed to compensate municipalities for the impact of this change with equivalent compensation through the Community Reinvestment Fund. Unfortunately, equivalent compensation has not been provided since the 1998 taxation year to the agricultural communities in Ontario. As a result, according to some recent estimates, the transfer of the Farm Tax Rebate Program to the municipal tax bill has negatively impacted the agricultural municipalities of Ontario by more than \$200M a year.

For your review, I have enclosed a fact sheet in regard to this issue and a worksheet that will assist you in determining both your municipality's historic loss and your annual loss as a result of the transition from the Farm Tax Rebate to a reduced agricultural tax rate. I would encourage you to determine your financial loss and at the same time I would ask you to consider the impact that this issue has on all rural residents in Ontario. The failure of the Province of Ontario to provide appropriate compensation means that all residents of all municipalities with rural/agricultural assessment must pay additional

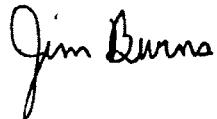
5(a)

taxes to pay for an initiative that benefits all residents of Ontario in the form of lower food prices.

I have also enclosed a sample resolution for your review. After giving this issue appropriate consideration, I would appreciate it if you would pass the resolution and forward a copy to the Premier of Ontario, the Minister of Agriculture, Food and Rural Affairs, the Minister of Municipal Affairs, the Minister of Finance, AMO and your local MPP to express your concern in regard to appropriate compensation.

I thank you for your attention to this matter and if you have any questions in regard to this issue, please do not hesitate to contact me at your earliest convenience.

Yours truly,



Jim Burns, Chair

JB/sc

Encl.

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Resolution

WHEREAS the Province of Ontario moved from the Farm Tax Rebate Program to a 75% reduction in the agricultural property tax rate reduction program in 1998, at a cost in excess of 100 million dollars annually to the municipalities of the Province;

AND WHEREAS the Province agreed to maintain municipal agriculture property tax revenue when they moved from the rebate program to the reduced tax rate program;

AND WHEREAS municipalities have not received equivalent agricultural property tax revenue compensation from the Province of Ontario;

AND WHEREAS this failure of the Province of Ontario to provide equivalent compensation has negatively impacted the financial position of all municipalities in Ontario with an agricultural tax base, at the above-noted cost in excess of 100 million dollars;

THEREFORE BE IT RESOLVED that the Province of Ontario be petitioned to provide compensating revenue to the municipalities of Ontario that have been negatively impacted by the transition from the Farm Tax Rebate Program to the agricultural property tax rate reduction program.

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Farm Tax Rebate Fact Sheet

Background

- Prior to 1997, the agricultural properties in Ontario were taxed at the residential rate
- The Province of Ontario provided a farm tax rebate to agricultural properties that applied for assistance
- In 1997, the Farm Tax Rebate program was discontinued
- In place of the rebate program, the Province of Ontario changed the agricultural tax rate to 25% of the residential rate
- The cost of this reduction in the tax rate was passed on to municipalities
- To offset this cost to municipalities, the Province of Ontario agreed to provide compensating revenue in the form of municipal grants (CRF)

Issue

- The Province of Ontario has not kept their commitment to make the transition from the Farm Tax Rebate Program cost neutral to municipalities
- As a result, municipalities with rural / agricultural assessment have lost significant revenue since 1997

The Calculation

- To determine your municipality's loss as a result of this transition from the Farm Tax Rebate Program you need to simply apply the following formula
 - Determine your agricultural taxation revenue prior to 1997
 - Subtract current agricultural taxation revenue
 - Subtract vacated agricultural portion of education tax room
 - The result of this calculation is your community's lost taxation dollars

Impact

- In Middlesex County, the impact of this change is approximately \$140M since 1997
- In Grey County, the impact of this change is approximately \$3,700,000 per year beginning in 2005 when the Provincial Community Reinvestment Fund was replaced with the Ontario Municipal Partnership Fund
- The impact is beyond financial as the agricultural communities are now paying for their own rebate as under the old system, the entire province (both rural and urban) contributed to lowering the cost of agricultural production

FAQs

- Are you trying to raise taxes for farmers?
 - No, this initiative will actually lower taxes for the agricultural community
- Do you want to go back to the old rebate system?
 - No, the old system was not efficient and there is no reason to go back to an inefficient rebate system
 - We simply want the province to provide municipalities with full compensation for the impact of their decision to change the agricultural support system
- Why not let this be dealt with in the Local Services Realignment review?
 - This issue is not part of the LSR review
 - The financial impact of this issue is not included in AMO's analysis of the provincial / municipal deficit from LSR
- Is this really an important municipal issue?
 - Significant financial impact on rural and agricultural communities
 - Even large urban communities are affected as the City of London estimates their annual loss at \$1.5M
 - Growing number of urban and rural municipalities are presenting resolutions in support of this issue

What Can You Do To Help?

- Talk to your local MPP about the impact that the transition from the Farm Tax Rebate Program has had on your community
- Pass a resolution in support of resolving this important municipal issue
- For your review, a sample resolution in regard to the farm tax rebate program impact is attached for submission to the various provincial ministries

Additional Information

Gary Wood
CAO, Grey County
gwood@greycounty.on.ca

Bill Rayburn
CAO, Middlesex County
brayburn@county.middlesex.on.ca



February 11, 2008

Moved by: Councillor Woodhouse
Seconded by: Regional Councillor Taylor

RESOLUTION R1-2008

WHEREAS it is in the public interest to ensure that access to disabled parking spaces for persons with disabilities is readily available;

AND WHEREAS it would appear that there is a misuse of disabled parking permits and parking spaces;

AND WHEREAS the Provincial Government of Ontario supports quality of life for persons with disabilities through its *Accessibility for Ontarians with Disabilities Act* and *Ontarians with Disabilities Act* legislation

THEREFORE BE IT RESOLVED by the Municipal Council of the Corporation of the Town of Newmarket, and supported by its Accessibility Advisory Committee, as follows:

THAT the Premier of Ontario be requested to take action to eliminate the misuse of disabled parking permits and parking spaces, including but not limited to such actions as:

- Ensure that Justices of the Peace enforce the minimum fines that apply to offenders
- Provide for a two point penalty on the offender's driver's license
- Establish penalties for the misuse of a disabled parking permit including fines and a two point penalty on the offender's driver's license
- Require people who hold a disabled parking permit to obtain a special photo identification card
- Provide for minimum fines for those who block disabled parking spaces (i.e. using disabled parking spaces for snow storage)

AND THAT a copy of this resolution be forwarded to the Premier of Ontario for action, the Attorney General, the Lieutenant Governor and to the Association of Municipalities of Ontario for email circulation to municipalities and their Accessibility Advisory Committees requesting their support.

Tony Van Bynen
 Mayor

Town of Newmarket
395 Mulock Drive
Newmarket, ON L3Y 4X7
Anita Moore, Town Clerk
905-953-5300 #2202 /amoore@newmarket.ca

January 25th, 2008

Municipalities of Ontario

Dear Councils:

**Town of Amherstburg Resolution Re: Lead Testing Mandated by Province
For Municipal Drinking Water**

At its meeting of January 14th, 2008, the Council of the Corporation of the Town of Amherstburg resolved as follows:

"WHEREAS The Ontario Government amended the existing Drinking Water Systems Regulation O. Reg. 170/03, effective July 2007, mandating Municipalities to comply by performing additional tests at private residential taps to check for lead in the drinking water;

AND WHEREAS On May 23rd, 2007 the Ministry of the Environment (M.O.E.) issued an order to The Town of Amherstburg and a number of Ontario municipalities to test their drinking water for lead content;

AND WHEREAS the cost of the required testing for the Town of Amherstburg is approximately \$ 40,000.00 including lab costs;

NOW THEREFORE be it resolved that the Council of the Town of Amherstburg requests the Province of Ontario providing the immediate necessary funding to Ontario Municipalities to finance the costs of the mandated Lead Testing for Municipal Drinking Water.

AND FURTHER, that the motion be distributed through AMO to all Ontario Municipalities for support and copied to the Province of Ontario."

The above noted resolution is being circulated to all municipalities in Ontario and your favourable consideration of Council's request for support would be greatly appreciated.

Pamela Malott
Manager of Corporate and Legislative Services & Town Clerk
Town of Amherstburg

Telephone: (519) 736-0012 Email: pmalott@amherstburg.ca Fax: (519) 736-5403

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5(c)

Ministry of Community Safety
and Correctional Services

Ministère de la Sécurité communautaire et
des Services correctionnels

Office of the Deputy Minister
Emergency Planning and Management

Bureau du sous-ministre
Planification et gestion des situations d'urgence

25 Grosvenor Street
11th Floor
Toronto ON M7A 1Y6
Tel: 416 327-9734
Fax: 416 327-9739

25, rue Grosvenor
11^e étage
Toronto ON M7A 1Y6
Tél. : 416 327-9734
Téléc. : 416 327-9739



EMO08-00023

February 12, 2008

His Worship John Rowswell
Mayor
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

RECEIVED
FEB 19 2008
MAYOR'S OFFICE

Dear Mayor Rowswell:

As Ontario's Deputy Minister for Emergency Planning and Management, I am writing at this time to acknowledge that in 2007 your municipality fulfilled the municipal requirements of the *Emergency Management and Civil Protection Act*, and Ontario Regulation 380/04. I would also like to take this opportunity to commend you, your council, and your staff for the efforts and leadership that has led to this worthy achievement. Building disaster-resilient communities, as you are doing, is among my highest priorities.

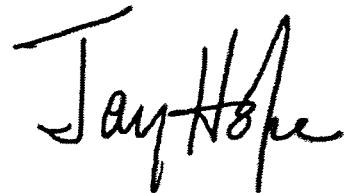
Experience has taught us that no community is immune to the effects of serious emergencies and disasters. While we will continue to confront known and existing hazards, Ontario will also face the impacts of new hazards, such as the consequential effects of climate change, urban growth, and other hazards that have yet to be identified.

All levels of government need to be prepared to respond to emergencies, however, I believe that our biggest preparedness gap is the lack of individual/family preparedness. In May 2007, an EKOS poll suggested that only 12% of Canadians have a survival kit and only 11% have a family emergency plan. Emergency Preparedness Week is May 4th to 11th and I would ask that emphasis on personal preparedness be a priority in your community.

In our shared commitment to community safety, the Province and its municipalities are working together to implement coordinated and integrated emergency management programs that will meet the needs of Ontarians whenever disaster strikes. Your community has demonstrated its commitment to that partnership through the successful completion of the municipal emergency management program and for that I am grateful.

In closing, my staff and I look forward to continuing to work with your community to achieve our mutual goal: a safe and resilient Ontario.

Sincerely,

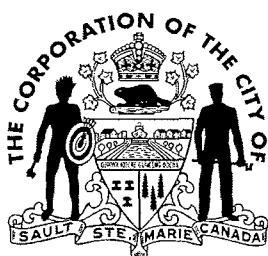


Jay C. Hope
Deputy Minister
Emergency Planning and Management

cc: CEMC

5(d)

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

2008 02 25

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. **Lynn McCoy – Fire Services**
Northeastern Fire Education Conference
March, 2008
North Bay, ON
Estimated total cost to the City - \$ 1,021.00
Estimated net cost to the City - \$ -26.60
2. **Norm Fera – Community Services – Community Centres Division**
OHL Facility Managers Meeting/Building Tours
March, 2008
Toronto, ON
Estimated total cost to the City - \$ 1,365.00
Estimated net cost to the City - \$ 1,365.00
3. **Trevor Zachary – Community Services – Community Centres Division**
Canadian Juno Awards
April 2008
Calgary, ON
Estimated total cost to the City - \$ 1,582.00
Estimated net cost to the City - \$ 1,582.00
4. **Trevor Zachary – Community Services – Community Centres Division**
Sports Events Congress
April 2008
Hull/Gatineau, Quebec
Estimated total cost to the City - \$ 1,947.00
Estimated net cost to the City - \$ 1,947.00

5. Lynn Rosso – Social Services Department

Accessibility Standards for Customer Service

March, 2008

Sudbury, ON

Estimated total cost to the City - \$ 770.60

Estimated net cost to the City - \$ 385.30

6. Rob Hewitt – Fire Services

Comprehensive Review and Exam

March, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

7. Paul Milosevich – Fire Services

Comprehensive Review and Exam

March, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 175.00

Estimated net cost to the City - \$ 175.00

8. Rocco Celetti – Fire Services

Fire Scene Assessment

April, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 175.00

Estimated net cost to the City - \$ 175.00

9. Dan Crozier – Fire Services

Mechanical Officers' Seminar

April, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 175.00

Estimated net cost to the City - \$ 175.00

10. Terry Schildroth - Fire Services

Training Admin., Program Planning & Career Development

April, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

11. Jim Beach – Fire Services

Incident Management Practice

May, 2008

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

12. Joe Fratesi – Office of the CAO

Northern C.A.O. Meeting

March, 2008

Thunder Bay, ON

Estimated total cost to the City - \$ 928.49

Estimated net cost to the City - \$ 928.49

Yours truly,

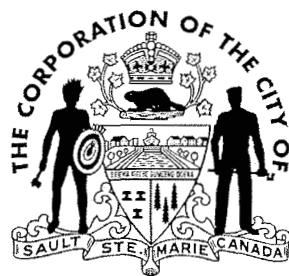

for Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(e)



2008 02 25

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: Property Tax Appeals

Attached are the listings that summarize applications for adjustments to the Tax Roll pursuant to 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 "P.A. Liepa".

Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

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

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: 2008-02-25
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL ADJUSTMENT
						TAXES	INTEREST	
020 034 053 00	267 Pim Street	Pauline's Place Non-Profit Homes	Residential	B	06-062	2,437.40	19.95	2,457.35

Certified Correct

Peter A. Liepa
City Tax Collector

REPORT TOTAL 2437.40 19.95 2457.35

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

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

5(e)

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

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

DATE: 2008-02-25
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	
020 034 053 00	267 Pirm Street	Pauline's Place Non-Profit Homes Inc.	Residential	B	07-073	2,506.31	44.97	2,551.28
030 005 064 00	156 Black Road	City of Sault Ste Marie	Residential	B	07-074	369.78	40.70	410.48
020 028 059 00	460 Pirm Street	JT's Cambrian Holdings Inc.	Commercial	D	07-075	466.57	0.00	466.57

Certified Correct. REPORT TOTAL 836.35 40.70 3,428.33

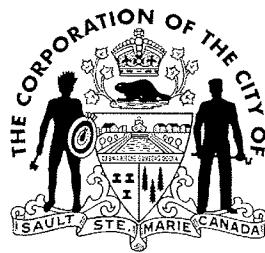
Peter A. Liepa
City Tax Collector

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

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

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Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

5(f)

2008 02 25

Mayor John Rowswell
and Members of City Council

RE: REGISTRATION OF TAX ARREARS CERTIFICATE AND SALE

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

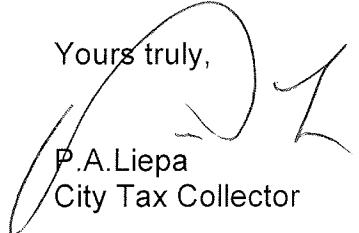
The steps in the tax sale process are as follows:

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

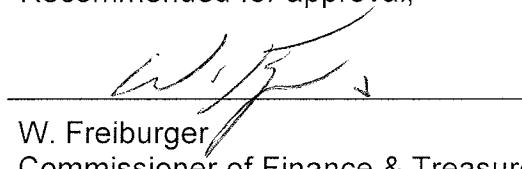
For the added information of Council, of 24 properties that were previously approved by City Council for tax sale in 2007, 20 properties were redeemed prior to the tax sale, 1 property was sold and 3 properties were not sold at the October 3rd, 2007 tax sale.

An appropriate resolution is attached for the consideration of Council.

Yours truly,


P.A. Liepa
City Tax Collector

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD
FOR TAX ARREARS AS OF 2007 12 31
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
REFLECTING PAYMENTS TO 2008 02 15

PARCEL NUMBER	ROLL NUMBER/ TAX CLASS	PROPERTY DESCRIPTION
1	010-018-041-00 CT	687 Trunk Road PLAN H724 Lot 21 PT RCP RP 1R10444 PART 4 PART 5 47.48 FR 2.13 Acres
2	010-038-021-00 RT	104 McNeice Street River Range Lot A RP 1R1694 Part 1 100.00 FR .42 Acres
3	010-070-017-00 CT/RT	1161 Trunk Road. PLAN 1M523 BLK 1 TO 4 BLK 6 BLK 7 BLK 9 PCL 1-1 SEC 1M523 34.32 FR 31.84 Acres
4	020-030-091-00 RT	84 Trelawne Avenue PLAN 1618 BLK 18 LOT G PT 33.00 FR 4851.00 SF
5	020-035-044-00 RT	4 Wemys Street PLAN 129 LOT 41 RP 1R5366 PART 1 LANE PT 45.04 FR .05 Acres
6	020-038-019-00 RT	415 Wellington Street East TOWN PLOT LOT 17PT S/S WELLINGTON ST E 36.50 FR .07 Acres
7	020-038-134-00 RT	176 Elgin Street TOWN PLOT LOT 18SPT S/S WELLINGTON ST. E. 35.50 FR .07 Acres
8	020-044-011-00 IT	503 Bay Street TOWN PLOT 9PT TOWN PLOT 10 PT S/S BAY ST WATER LOT IN FRONT PCLS 2385 & 45 AWS 130.52 FR 78321.00 SF
9	030-085-162-03 RT	0000 Fourth Line E PLAN H737 LOT 66PT LOT 67 PT 4.10 Acres

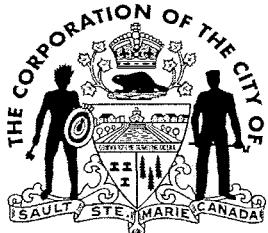
575

10	040-022-059-00 RT	124 Andrew Street PLAN 3599 LOT 12 29.00 FR 2900.00 SF
11	050-025-033-00 RT	75 Elliott Road PLAN H734 LOT 4 RCP 49.00 FR .81 Acres
12	050-050-029-00 RT	236 Moss Road SEC 23 SE 1/4 PT PCL 4165 AWS 75.00 FR .52 Acres
13	060-003-05-00 RT	148 Goulais Avenue PLAN 2872 BLK 20 LOT 4 RP 1R4811 37.71 FR 4336.65 SF
14	060-006-098-00 CT	524 Walllace terrace PLAN 6541 LOT 344 TO LOT 347 PT 120.00 FR 12792.00 SF
15	060-006-099-00 RT	11 Prentice Avenue PLAN 6541 LOT 342 LOT 343 64.00 FR 6841.60 SF
16	060-028-107-00 RT	116 Asquith Street PLAN 7882 LOTS 430 AND 431 CLOSED LANE 69.00 FR
17	060-070-139-55 RT	1980 Base Line SEC 1 NW1/4 PT RP 1R4475 PART 10 176.91 FR .15 Acres

5(g)

HUMAN RESOURCES DEPARTMENT

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



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

2008 02 25

Mayor John Rowswell
And Members of City Council

**RE: CONTRACT RENEWAL – GROUP HEALTH CENTRE
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Please find attached the contract with our EAP Services provider for 2008 renewal. The increase in the annual cost of \$1,406/year is primarily due to an increase in the fee per member and the number of staff covered.

The relevant by-law appears elsewhere on the agenda.

Renewal is recommended.

Yours truly,

A handwritten signature in black ink, appearing to read "John Luszka". The signature is fluid and cursive, with a large, stylized initial 'J' and 'L'.

John Luszka
Commissioner of Human Resources

JL:ef
Attached

c.c. J. Fratesi

Employee Assistance Services Agreement

Between

**The Sault Ste. Marie and District
Group Health Association**

And

The Corporation of the City of Sault Ste. Marie

- A. By this agreement, the Sault Ste. Marie and District Group Health Association's Employee Assistance Services will:
1. Provide Employee Assistance Services to City employees and their family.
 2. Provide an *unlimited number of counselling sessions* to City employees and their family.
(Counselling will be short-term to medium range with length of time.)
 3. Provide an *unlimited number of worksite visits* to all City of Sault Ste. Marie facilities.
 4. Provide *consultation services* to the City's Human Resources Department, to supervisor's and union representatives.
 5. Conduct EAP *Information Sessions on-site* when requested.
 6. Provide *workshops* on specific subjects to City employee groups when requested.
(Relevant to work and family life.)
 7. Prepare *Quarterly Statistical Reports for the City's EAP Representative*.
 8. Support the City with its provision of an Employee Assistance Program.

5(g)

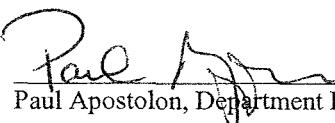
Page 2
EAP Services Agreement
City of Sault Ste. Marie

B. By this agreement The Corporation of the City of Sault Ste. Marie will:

1. Encourage the use of the EAP by City employees and actively facilitate access to the EAP by employees who may want assistance.
2. Provide the EAP counsellors with reasonable access to all employee groups for the purpose of informing employees about the EAP.
3. Maintain an ongoing EAP Representative.
4. Implement training workshops for supervisors and union representatives.
5. Provide opportunities for employees to receive workshops conducted by the Group Health Centre's Employee Assistance Services. Provide training time, meeting space, support services and audio/visual equipment.
6. Pay to the Sault Ste. Marie and District Group Health Association the sum of \$26,158.00. (Twenty-six Thousand One Hundred and Fifty-eight Dollars and No Cents) This will cover the period from January 1, 2008 to December 31, 2008.

C. 1. This agreement may be terminated by either party on written submission with 90 days notice.

Signed for
The Sault Ste. Marie
and District Group Health
Association


Paul Apostolon, Department Head, Counselling

Date December 31, 2007

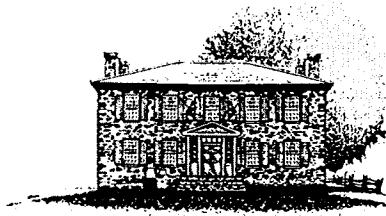
Signed for
The Corporation of the
City of Sault Ste. Marie


John Luszka, Commissioner of Human Resources

John Rowswell, Mayor

Date _____

5(h)



*Sault Ste. Marie
Municipal Heritage Committee*

2008 02 25

Mayor John Rowswell
and Members of City Council

**SAULT STE. MARIE MUNICIPAL HERITAGE COMMITTEE
HERITAGE AWARD 2007**

Background

In November of 2004, City Council accepted the recommendation of the Sault Ste. Marie Municipal Heritage Committee to create a Sault Ste. Marie Municipal Heritage Committee Heritage Award Program. The Heritage Award is offered annually by the Corporation of the City of Sault Ste. Marie upon recommendation of the Sault Ste. Marie Municipal Heritage Committee and recognizes contributions to the preservation, restoration and enhancement of the City's Heritage Resources as defined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

Under the proposed program awards may be given to an individual, group or an organization for the following contributions:

A heritage property that has been maintained or that is an enhancement to a neighbourhood or the community.

- An addition to a historic property or new construction (infill) that is sensitive to the historic context of the property of a neighbourhood or the community.
- Restoration or adaptive reuse projects.
- Other contributions to the preservation, restoration and enhancement of heritage resources.
- The nominee and/or heritage activity must directly relate to the community of Sault Ste. Marie, Ontario.

Nominations for the award are considered from the community and from the Sault Ste. Marie Municipal Heritage Committee. The Sault Ste. Marie Municipal Heritage Committee may make one or more nominations of an individual, group or organization each year, providing an excellent opportunity to reward local achievement in heritage preservation, restoration and enhancement.

2007 Nomination

In 1983, the 1902 Family Residence at 115 Upton Road became a designated heritage building under Part IV of the Ontario Heritage Act. In 2006, the current owners Dr. Timothy Best and Dr. Marilyn Leahy in conjunction with the Municipal Heritage Committee planned and carried out a significant renovation of the building in keeping with its heritage character. In November of 2007, the members of the Municipal Heritage Committee passed the following resolution regarding the Best/Leahy home at 115 Upton Road:

Moved by: A. Macgregor
Seconded by: K. Marshall

"Whereas - With their commitment to its restoration and preservation, the Best/Leahy family has shown vision and understanding of their home's significance as a living legacy. They have shown leadership by demonstrating that owning a heritage building also represents a responsibility to protect and preserve it, not only for their own use, but for the enjoyment of the ages. They are an excellent example of the benefits of participation in the Tax Rebate and Designated Property Grant programs; therefore, be it resolved that the members of the Municipal Heritage Committee recommend the Best/Leahy family as the recipients of the 2007 Sault Ste. Marie Municipal Heritage Committee Heritage Award and further that this recommendation be forwarded to City Council for their approval."

CARRIED

Appended for your review is the nomination form and supporting documents.

Recommendation

City Council is requested to approve the recommendation of the Sault Ste. Marie Municipal Heritage Committee of Dr. Timothy Best and Dr. Marilyn Leahy, owners of the 1902 Family Residence at 115 Upton Road, as the 2007 recipients of the Sault Ste. Marie Municipal Heritage Committee Heritage Award.

5(h)

Heritage Week takes place the third week of February each year. In acknowledgement of Heritage Week, Drs. Best and Leahy will be attendance to accept the award at the City Council meeting on February 25, 2008.

Respectfully submitted on behalf of the Sault Ste. Marie Municipal Heritage Committee,



Joseph J. Cain
Manager Recreation and Culture Division

Recommended for approval,



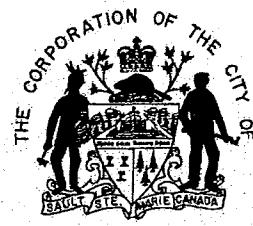
Nicholas J. Apostle
Commissioner Community Services

jbc/rec&cult/historic/mhc/07/council award recip 2007 heritage

cc: Members of the Municipal Heritage Committee

attachments

5(h)



**NOMINATION FORM
SAULT STE. MARIE MUNICIPAL HERITAGE COMMITTEE
HERITAGE AWARD**

****VERY IMPORTANT! PLEASE COMPLETE THE FOLLOWING IN FULL****

If additional space is required please attach and check here []

NOMINATOR

Name of nominating individual, group or organization:

David Ellis, oaa, raic, arido, ncarb, aia

Contact person (if different from above):

Postal Address: **97 Pointe Des Chenes Cres. SSM, ON** Postal Code: **P6A 5K6**

Tel: **(705) 779-2894** Fax: **()** E-Mail: **david.ellis@ellisdesign.ca**

NOMINEE

Name of Nominee: **Doctors Marilyn Leahy and Timothy Best**

Postal Address: **115 Upton Road, Sault Ste. Marie, ON**

Postal Code: **P6A 3W2**

Tel: **()**

Fax: **()**

1. Description of contribution worthy of recognition. (This information must be 100 words or less.)

The owners of this residence, Doctors Marilyn Leah and Timothy Best, have restored their home to its original grandeur.

When they purchased the home, it had been previously clad in white metal siding, hiding the existing deteriorated wood cladding. Not knowing the original building's appearance, they brought in an expert in heritage restoration to research appropriate colours and detailing that would have been used in the era of its construction. Additionally, they replaced its aging roof to protect this significant investment. They provided the care and attention most deserving to this fine building and in such a way that proves sensitive renovations can be done without great capital outlay. The current home looks resplendent in its new "clothes".

2. Please describe the benefits to Heritage Resources in our community: innovative, creative or outstanding aspects of this activity or contribution. (This information must be 60 words or less.)

With their commitment to its restoration and preservation, the Leahy/Best family has shown vision and understanding of their home's significance as a living legacy. They have shown leadership by demonstrating that owning a heritage building also represents a responsibility to protect and preserve it, not only for their own use, but for the enjoyment of the ages. They are an excellent example of the benefits of participation in the Tax Rebate and Designated Property Grant programs.

3. Please summarize the relevant background of the nominee. (What other heritage activities are they involved in?) (This information must be 100 words or less.)

Signature and Title of Nominator (Contact):


Signature

SNOW 2007
Date

ARCHITECT
Title

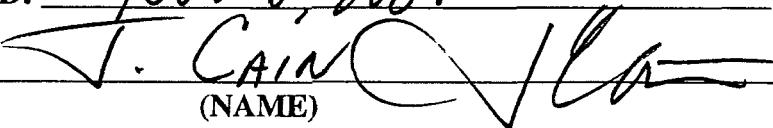
Send to: Sault Ste. Marie Municipal Heritage Committee Heritage Award
c/o the Sault Ste. Marie Municipal Heritage Committee
Recreation and Culture Division
P. O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Collection of Personal Information Notice

Personal information on this registration form is collected under the authority of the Municipal Freedom of Information and Protection Act, R.S.O. 1990, Chap. M56 and will be used solely to determine applicable information necessary for application of the Sault Ste. Marie Municipal Heritage Committee - Heritage Award. Questions about this collection should be directed to the above noted address.

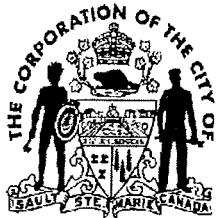
FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: Nov 6, 2007

APPLICATION RECEIVED BY: T. Cain 
(NAME)

lm/rec&cult/hist/mhc/2007

5(h)



SAULT STE MARIE MUNICIPAL HERITAGE COMMITTEE HERITAGE AWARD NOMINATION

115 Upton Road – Submission Brief

The nomination

The owners of this residence, Doctors Marilyn Leahy and Timothy Best, have restored their home to its original grandeur.

When they purchased the home, it had been previously clad in white metal siding hiding the existing deteriorated wood cladding. Not knowing the original building's appearance, they brought in an expert in heritage restoration to research appropriate colours and detailing that would have been used in the era of its construction. Additionally, they replaced its aging roof to protect this significant investment. They provided the care and attention most deserving to this fine building and in such a way that proves sensitive renovations can be done without great capital outlay. The current home looks resplendent in its new "clothes".

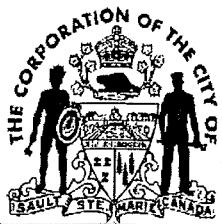
For this, I wish to nominate the Leahy/Best family for their vision and understanding of the home's significance, ensuring this important reminder of our history is well looked after. I also wish to congratulate their leadership in the restoration and preservation of this heritage structure. They understand this home is a living legacy and their commitment to its preservation enables our community to understand our past, provides context for the present and influences the future.

The Municipal Heritage Committee, Heritage Award is to honour those who recognize that owning a heritage building also represents a responsibility to protect and preserve it, not only for their own use, but for the enjoyment of the ages. I believe that this nomination embodies those positive attributes.

Respectfully submitted this 14th day of September, 2007.

A handwritten signature in black ink, appearing to read "David Ellis".

David Ellis
oaa raic arido ncarb aia



SAULT STE MARIE MUNICIPAL HERITAGE COMMITTEE HERITAGE AWARD NOMINATION

115 Upton Road – Submission Brief

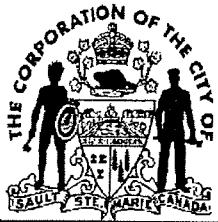
Background – Ontario Heritage Property

Property Name: Queen Anne Revival style house built in 1902
Street Address: 115 Upton Rd
Municipality: Sault Ste. Marie
County or Regional Municipality: Algoma
Date of Ontario Heritage Act Designation: 10/24/1983
Construction Date: 1902 (Actual)
Building Type: Residential Building
Protection Designator: Ontario Heritage Act designation - Part 4



Photograph – Condition of building in 2006

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**SAULT STE MARIE MUNICIPAL HERITAGE COMMITTEE
HERITAGE AWARD NOMINATION**

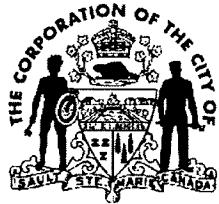
115 Upton Road – Submission Brief



Photograph – Renovated Condition of Building – 2007

5(i)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 02 25

Mayor John Rowswell
and Members of City Council

Soo Minor Baseball Association (SMBA) – Request for Financial Consideration

On February 19, 2008, the City Solicitor and I met with Executive of the Soo Minor Baseball Association regarding their attached letter. (The appendices to the letter were lengthy and not included in this report as they were not considered noteworthy; however they are available in the Community Services Department and Legal Department should any member of Council want to review them.)

The SMBA is requesting that the City agree to some minor financial items, in exchange for an extension to their agreement to the year 2020. Presently the agreement terminates in 2012.

It is staff's opinion that this matter be referred to the Parks and Recreation Advisory Committee for review, and report back to City Council with a recommendation on each of the items identified in the attached letter.

Recommendation

It is recommended that City Council refer the February 11, 2008 letter from the Soo Minor Baseball Association to the Parks and Recreation Advisory Committee for review and that the Committee provide a recommendation on each of the items identified in the letter back to Council.

Respectfully submitted,

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

Nicholas J. Apostle
Commissioner Community Services

jpa/council/smbs february 25

attachments

5(i)



SOO MINOR BASEBALL ASSOCIATION INC.

P.O. BOX 1015, SAULT STE. MARIE, ONTARIO P6A 5N5

February 11, 2008

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
SAULT STE. MARIE, ON
P6A 5N1

ATT: Mr. Nick Apostle
Commissioner of Parks and Recreation

RE: SMBA – City of Sault Ste. Marie
License- Sinclair Yards

Dear Sir:

Further to our letters to you dated January 25, 2007 and February 6, 2007 and our subsequent meeting in your office please review the attached information.

We understand that whatever we conclude together will go to your legal department and to city council for review and hopefully approval.

Thanks again for all your help.

Yours truly,



Graham B. Newman
SMBA

GN:hn

Attachments

February 11, 2008

1. Original Licence
2. Water Supply Agreement
3. Asphalt Milling Statement
4. Various Letters Re: Water Supply Agreement

Since the inception of the Sault Ste. Marie Charity Casino, Greenbelt Bingo and subsequent closure of the Downtown Bingo Hall, Soo Minor Baseball has struggled financially as repeatedly relayed to you, council and other city staff. With the Walkerton water disaster and resultant provincial government changes to law regarding water supply, our financial situation has been more aggravated.

As you were involved after the collapse of the Downtown Bingo Hall, the 7 participants met with you many times to arrange for moral and financial help. Some groups received help but SMBA virtually received none.

In order to carry on we would appreciate the following:

New licence to 2020 with the same terms and conditions as in the original save and except:

1. Payment of \$1.00 per year versus \$100.00 per year.
2. City to operate concession: profit transferred to SMBA in January each year. No expenses for power, building etc. charged to operation. Transfer to SMBA profits from operations in 2005, 2006 and 2007 as previously agreed.
3. Cost from construction of water line to building (ie "Water Line Agreement" to be cancelled. \$11,000.00 ±. Attached information.
4. Paving costs cancelled. (\$1,000.00±). Attached information.
5. Continued garbage pick up by city at no cost to SMBA.

The above items are extremely reasonable as all other costs to operate the city owned property are borne by SMBA. As you may be aware there is no other like Sinclair Yards in the entire country of Canada.

Who We Are

Name: We are a non-profit organization known as Soo Minor Baseball Association Inc. (SMBA)

- Purpose:
- 1) The purpose of this association is to foster, promote and teach amateur baseball within the recreational boundaries of Sault Ste. Marie, while providing maximum opportunity to all eligible individuals (even if they can't afford it!).
 - 2) To develop, organize and control team competition throughout the area of operation to the maximum of playing accommodation and financial resources, all to be administered by elected volunteers.
 - 3) To provide a wholesome baseball experience for the players, coaches, officials and parents.

History: SMBA began as an extension of the Bayview Athletic Group in 1973. The league was reformed in 1991 amalgamating several other leagues. In 1990 our "field of dreams" started to take shape and in 1992 we completed the 24 acre, 7 diamond baseball complex on Black Rd. (Sinclair Yards). When built this truly remarkable accomplishment ("the yards") had assumed a huge financial debt. It took 10 years, but in August of 2003, SMBA was debt free. Very few people in Sault Ste. Marie realize that Sinclair Yards has been built and maintained without the assistance of the Corporation of the City of Sault Ste. Marie other than the City providing the land Sinclair Yards is located on for an annual land lease of \$1.00. All improvements, daily maintenance, grass cutting, purchase of baseball equipment and supplies have been accomplished solely through volunteers, registrations and sponsors. The complex is now worth a collective \$1,500,000.00.

Membership Membership is \$2.00 and open to the public. With membership one can vote on league matters, etc. Player registration is set at various affordable rates ranging from \$80.00 to \$170.00 per year, and to a maximum of \$340.00 per family.

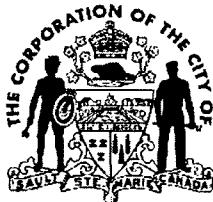


The Soo Minor Baseball Association and the Soo Selects play their games at Sinclair Yards, which is located on Black Road, just north of Second Line. It has indoor washrooms, concession stand, pop machines, and covered picnic table area. Adjoining Sinclair Yards, on the northwest corner of Second Line and Black Road, is Strathclair Park. It is a Soccer and Softball facility with a playground, indoor washrooms, concession stand, pop machines and batting cages.



SOO MINOR BASEBALL ASSOCIATION INC.

P.O. BOX 1015, SAULT STE. MARIE, ONTARIO P6A 5N5



5(j)

2008 02 25

Mayor John Rowswell
and Members of City Council

Steelback Centre – Uncovered Stairs

At the October 15, 2007 meeting, Council passed the following resolution:

***"Whereas patrons at the Steelback Centre are concerned about their safety on the uncovered stairs during the winter months;
Therefore be it resolved that staff reports back on the feasibility and costs of covering these outside stairs before the snow flies."***

EPOH Inc., the architect for the Steelback Centre, has provided an estimate (see attached) for the enclosure of the southeast and southwest stairs.

The estimate is a Class "C" Elemental Cost Analysis and is based upon continuing the existing glass treatment on the facility. A less expensive option can be priced at the time of tender.

Staff will refer this matter to the 2008 budget.

As happened last season, staff is limiting the use of these entrances/exits. Re-entry into the facility is not permitted through them. This applies mainly to patrons using them to access a smoking area.

Respectfully submitted,

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

Nicholas J. Apostle
Commissioner Community Services

5(j)

2/18/2008

1 of 2

Steelback Centre - SW and SE Stair Enclosures Project

0701SE

Class 'C' Elemental Cost Analysis

epoh inc.

Div.	Category	Item	Cost Sub-Total (\$)	Total (\$)
1	General Conditions	.1 Temporary Utilities	2,000	
		.3 Supervision	5,000	
		.4 Project Manager	3,000	
		.5 Labour Contractor's Own Forces	1,200	
		.6 Equipment Rentals	1,500	
		.8 Cleaning	600	
		.9 As Built and Manuals	200	
		.10 Overheads Office	1,500	
				15,000
2	Demolition	.1 General	2,000	
				2,000
5	Steel	.1 Miscellaneous Metals Support	7,000	
				7,000
6	Woods and Plastics	.1 Parapet Walls at Level 3	6,000	
				6,000
7	Thermal and Moisture Protection	.1 Prefinished Metal Flashings	6,000	
		.2 Modify PVC Single Ply Membrane Roofing	2,000	
		.3 Sealants and caulking	500	
				8,500
8	Doors and Windows	.1 Aluminum Curtain Wall c/w Tinted Glazing	155,000	
				155,000
9	Finishes	.1 Patching	500	
		.2 Painting	500	
				1,000
Subtotal				194,500
15	Mechanical	.1 Not Applicable	0	
				0
16	Electrical	.1 Not Applicable	0	
				0
Subtotal				194,500
1	Allowances	.1 Design and Pricing Contingency	5,000	
		.2 Construction Contingency	5,000	
				10,000
Subtotal				204,500
1	General Requirements	.1 Permits/Bonds/Insurance (at \$26/1000)	5,300	
		.2 General requirements - incl in Div 1	0	
		.3 Contractor's Fee (at 3%)	6,500	

Total Estimated Construction Cost		216,300
-----------------------------------	--	----------------

Class 'C' Accuracy	10 % +/- to range between	200,000	240,000
Assume			\$215,000

Notes:

This Cost Estimate is a Statement of Probable construction costs obtainable in Sault Ste. Marie on the effective date of this report. This estimate is based on the assumption of Fair Market Value for construction based on a minimum of three competitive bids under a Stipulated Sum form of Contract.

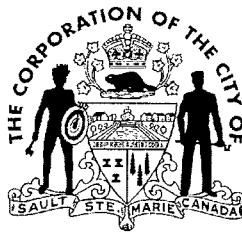
This estimate is in Canadian dollars and are exclusive of the following:

- Furniture and equipment (unless noted otherwise)
- Goods and Services Tax (GST)
- Financing Costs
- Owner's staff and management costs
- Architectural and engineering fees
- Escalation beyond April 2008
- Development charges and levies
- Hydro or Gas utility company charges and levies
- Cable TV, Bell or security company charges and levies
- Project Management
- Clerk-of-the-Works
- Site Surveys
- Legal fees
- Interior and exterior signage
- Security systems (unless noted otherwise)
- Budget is based on open shop labour forces

5(K)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

L-326

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2008 02 25

SUBJECT: SAULT STE. MARIE MODEL AIRCRAFT RADIO CONTROL
CLUB LEASE FOR NEW LOCATION SOUTH END OF
LEIGH'S BAY ROAD, SOUTH OF BASE LINE

PURPOSE

The purpose of this report is to obtain Council's approval to lease property at the lower end of Leigh's Bay Road to the Sault Ste. Marie Model Aircraft Radio Control Club.

BACKGROUND

The Club at the present time leases property from the Ontario Realty Corporation at Black Road. Because of other possible uses for the Black Road property, the Club has started a search for another location. A location that has been identified is at the south end of Leigh's Bay Road, south of Base Line. This property is City owned and most of it has been designated as wetland.

ATTACHMENTS

Attached is a plan showing the property in which the Club is interested.

COMMENT

At its present location the landlord (Ontario Realty Corporation) has a clause in the lease giving the ORC the right to ask the Club to vacate the premises on two months notice. The Club is asked that that two month notice period be extended. I would recommend to council a sixth month notice of termination.

As for the length of the lease or licence of occupation the Club has recommended a ten year term. Staff does not have a problem with that request. The property has been designated wetlands which means that there can be no development. Therefore the property cannot be used for building purposes. The property seems to be far enough away from houses that noise from the airplanes should not present a problem. This was becoming a problem at its location at Black Road with residents in Manitou Park.

At its present location the lease calls for payment of rent of Four Hundred Dollars (\$400.00) per year. I would recommend to Council that that be the rent at Leigh's Bay Road location.

Club members have met and have been in discussions with Councillor Butland and also met with Don McConnell. It has also been confirmed with Pod Solar Generating that the use by the Club of this property will not conflict with Pod Solar's use of property to the east and property to the west.

RECOMMENDATION

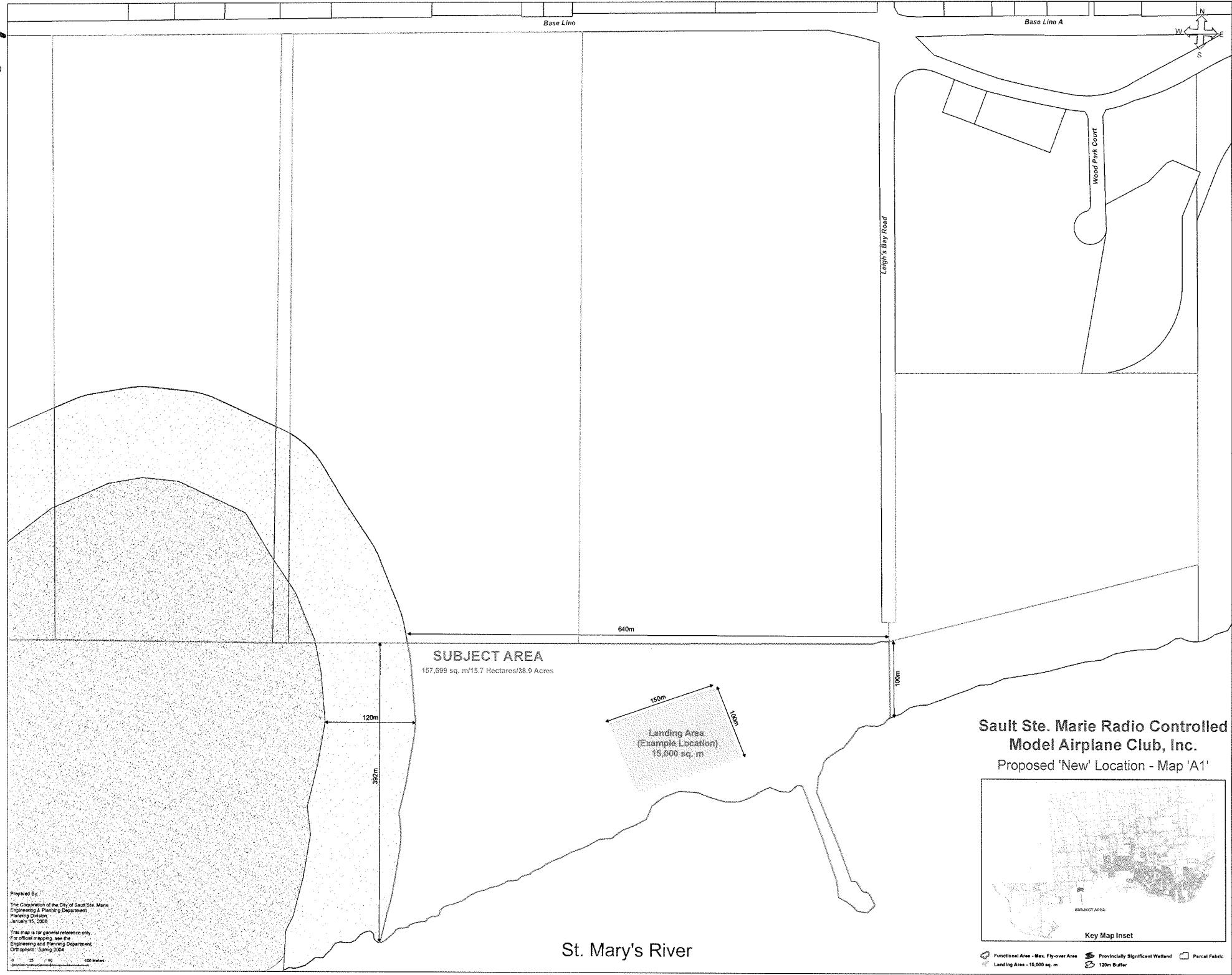
The recommendation to Council is that the City enter into a lease or licence of occupation with the Sault Ste. Marie Model Aircraft Radio Control Club not to exceed 10 years at an annual rent of Four Hundred Dollars (\$400.00). If Council is in agreement with this recommendation a lease will be brought forward at a future council meeting.

Yours truly,



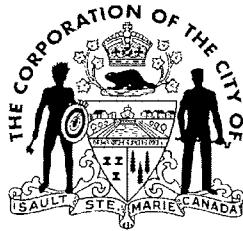
Lorie A. Bottos
City Solicitor
LAB:on

Enclosure
cc. Don McConnell, Planning Director



LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. P.1.2.6.A.

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala Kenny
Assistant City Solicitor

DATE: 2008 02 25

**Re: SAULT STE. MARIE ACCESSIBILITY ADVISORY
COMMITTEE - ACCESSIBLE PARKING BY-LAW 2008-
26**

On January 15, 2007 Council passed the following resolution moved by Councillor J. Caicco and seconded by Councillor O. Grandinetti:

"Resolved that the report of the Sault Ste. Marie Accessibility Advisory Committee dated 2006 10 24 concerning Development of a Comprehensive Municipal Parking By-law BE REFERRED to the Legal Department and the Public Works and Transportation Department – Parking Division for review including meetings with the Accessibility Advisory Committee and report back to Council with recommendations."

The Legal Department has worked in conjunction with the Accessibility Advisory Committee, Police and the City's Parking Division in preparing a new accessible parking By-law for the City of Sault Ste. Marie. Elsewhere on your agenda tonight you will find By-law 2008-26 which repeals the current accessible parking By-law 81-367 and makes significant changes to accessible parking in the City. Notably the By-law creates an offence for anyone who displays an incorrect accessible parking sign. Previously this was not an offence. It also sets

- 2 -

minimum widths for accessible parking spaces. Fines for breaching the By-law are also significant. The minimum fine for breaching the accessible parking By-law is \$300.00. This amount has been predetermined by the Municipal Act. Section 425 of the Municipal Act indicates that minimum fines for breaching accessible parking By-laws cannot be lower than \$300.00.

The By-law will be enforced by the City's Parking Division as well as City Police.

It is hoped that By-law 2008-26 will ensure accessible parking for members of the community with disabilities. It marks another step towards the City's goal of barrier free community.

RECOMMENDATION:

It is recommended that By-law 2008-26 be passed tonight.

Respectfully submitted,



Nuala M. Kenny
Assistant City Solicitor

NMK/on

Attachment(s)

Recommended for approval,

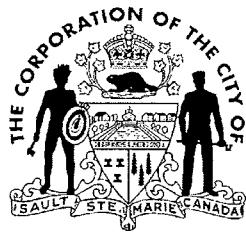


Lorie Bottos
City Solicitor

5(m)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO. L-322

DATE: 2008 02 25

REPORT TO: Mayor John Rowswell and Members of Council REPORT FROM: Lorie A. Bottos
City Solicitor

RE: **LEASE - THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND THE SAULT AREA HOSPITAL FOR PROPERTY AT 65 OLD GARDEN RIVER ROAD**

PURPOSE

The purpose of this report is to summarize for council the main provisions of the proposed lease between the City and the Sault Area Hospital for the Central Ambulance Communications Centre at 65 Old Garden River Road.

COMMENT

The proposal is that as of January 1, 2008 The Corporation of the City of Sault Ste. Marie as landlord and the Sault Area Hospital as tenant enter into a lease for a portion of the building located at 65 Old Garden River Road. The Sault Area Hospital has signed the lease. The proposed lease is for 10 years with a 5 year renewal option. The annual rent is \$75,369.00. The space leased totals 3,961 square feet. Under the lease each party is required to provide insurance to protect its own interests. Article 12 of the lease provides that utility costs are shared on the basis of 80% paid by the Landlord and 20% paid by the Tenant.

RECOMMENDATION:

It is recommended that By-law 2008-32 which appears elsewhere on your agenda be passed.

Yours truly,

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

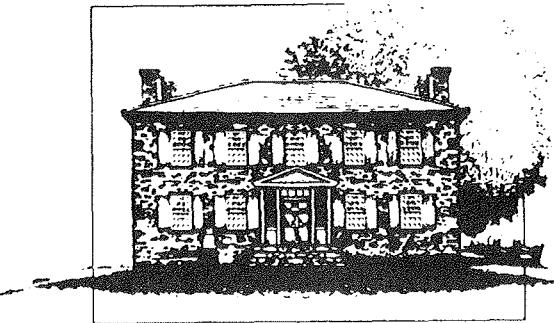
Lorie A. Bottos

City Solicitor

LAB/on

cc. Lynn McCoy, Fire Chief

5(n)



Ermatinger • Clergue National Historic Site

2008 02 25

Mayor John Rowswell
and Members of City Council

HISTORIC SITES BOARD – Ermatinger•Clergue Year End Report 2007

According to By-Law No. 2001-229, Section 6v; an Annual Report will be submitted to City Council at the end of each year.

Attached please find a copy of the Year End Report prepared by K. Fisher, Curator of the Ermatinger•Clergue National Historic Site.

The Historic Sites Board received the report on January 17th, and approved it on February 7th with the following motion:

Moved by: H. Hershey
Seconded by: S. Hanna

"Resolved that the Members of the Historic Sites Board accept and approve the Year End Report 2007."

CARRIED

Respectfully submitted on behalf of the Historic Sites Board,

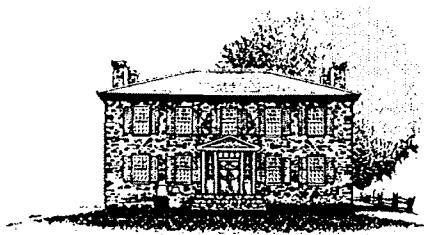
Kathy Fisher, Curator
Ermatinger•Clergue National Historic Site

Approved for submission to City Council,

Nicholas J. Apostle
Commissioner Community Services

li/hsb/08/council report Feb 25 ECNHS year end report

cc: J. Cain, Manager Recreation & Culture
Historic Sites Board



**YEAR END REPORT 2007
ERMATINGER•CLERGUE NATIONAL HISTORIC SITE
& HISTORIC SITES BOARD**

*Submitted By:
Kathy Fisher, Curator*

"The Ermatinger•Clergue National Historic Site provides visitors and residents of Sault Ste. Marie with an opportunity to experience the history of our community through the preservation and historic interpretation of the Ermatinger Old Stone House, The Clergue Blockhouse and related artifacts."

The activities of the Historic Sites Board are found primarily in the activities of the Ermatinger•Clergue National Historic Site.

HISTORIC SITES BOARD

The Historic Sites Board is a voluntary board appointed by City Council and this year their hours of commitment totaled **207 hours**. This contribution is usually a total of the meetings and sub-committee meetings they attend. Some of the hours also reflect the many hours of assistance provided behind the scenes and/or at special events.

Board Meetings 2007

February 8	March 8	April 12
May 10	June 14	July 12
September 13	October 11	November 8
December 13		

Sub-Committees 2007

- War 1812 Bi-Centennial Commemoration Committee
- Site Interpretation, Programming, and Special Events
- Policy Review & Development
- 4 Culture
- Volunteer/Membership/Friends of/Fundraising
- Capital Projects – Visitor Centre, Summer Kitchen, Accessibility
- Strategic Planning
- Signage, Advertising and Marketing
- Maintenance
- Municipal Heritage Committee

HOURS OF OPERATION:	9:30 a.m. to 4:30 p.m.
January, February, and March	– Closed to the Public
April	– Monday to Friday = 20 days
May	– Monday to Friday = 22 days
June	– 7 days a week = 30 days
July	– 7 days a week = 31 days
August	– 7 days a week = 31 days
September	– 7 days a week = 29 days
October	– 7 days a week until October 14 = 13
October 15 to end of Month	= 13 days
November	– Monday to Friday = 21 days
December	– Monday to Friday for school tours and special appointments = 11
Total Days of Operation	= 221
Total Hours of Operation	= 1,547

***Hours of Operation to meet Ministry of Culture standards are 180 days, 1,080 hours, and 20 days for at least 8 months.*

STAFFING

- 1 Full-Time Permanent Curator
- 2 Full-Time Seasonal – Assistant Curator & House/Grounds Keeper
- 2 Summer Students funded through YCW Canadian Heritage
- 2 Summer Students funded through Summer Career Placement
- 1 Summer Student funded through Métis Nation of Ontario
- 1 Summer Student for Municipal Heritage Committee
- 1 J.C.P. employee through Ministry of Training & Education – 8 months – See Communities in Bloom section of report
- 1 N.O.H.F.C. Intern – 6 weeks – this position is to begin again in 2008 and is for the purposes of having Human Resources to assist in the development of the “Friends of” establishment for the H.S.B., enlist members, create newsletter, conduct market analysis and create customer satisfaction feedback system

VOLUNTEERS

Volunteers comprise of (not including Board Members) **43 people** contributing **473 hours**. The distribution of ages and responsibilities are:

- Adults = 8
- Intermediate = 12
- Junior = 6
- Re-enactors / Demonstrators = 16
- Community Hours – Secondary Schools & John Howard Society = 7

VISITATION

PERFORMANCE INDICATORS

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
Total Visitors	9945	10997	10997	10050	8899	9278	8027	9055	6015	7167	6074
Total Education Programs	145	150	145	153	116	104	111	113	94	105	83
Total Education Participants	3200	3750	3822	3795	3500	2290	2057	2471	1849	2060	2422
Total General Interest Tours	41	40	40	30	23	33	13	18	20	41	28
Total General Interest Participants	130	120	130	130	560	840	173	229	243	728	332
Total Number of Special Events	9	6	7	7	7	5	7	7	6	4	5
Total Special Event Participants	900	1444	1366	861	1000	750	781	2623	468	586	513
Total Number of Interest Courses	12	12	12	5	3	3	0	0	1	4	12
Total Number of Interest Courses Participants				100	50					18	37
Total Outreach Programs	3	3	3	4	7	2	13	1	1	1	3
Total Outreach Participants								284	27	68	16
Number of Temporary Exhibits	3	3	3	3	2	2	3	4	3	3	3
Total Number of Volunteers	30	30	30	30	53	53	27	38	36	39	43

Other Statistical Information Regarding Visitation

No	Stats	Avail	Previously	2003	2004	2005	2006	2007
4 Culture Passports				272	323	209	95	56
Market Share Package Redeemed				1056	972	734	619	553
Yard (did not pay & enter buildings)				1379	1119	1375	2462	1189

The **Market Share Program** with Tourism Sault Ste. Marie and the A.C.R. Tour Train, provided \$5,655.88 in revenue for the 2007 season, bringing the total from this package to **\$29,539.00 in five (5) years.**

REVENUE STATISTICS

	2000	2001	2002	2003	2004	2005	2006	2007
Visitation	8905	8899	8427	8027	9055	6015	7167	6074
Admission	\$4488	\$6276	\$4967	\$7656	\$6393	\$5031	\$5446	\$5908
Program	-	-	-	\$8946	\$7113	\$5808	\$8853	\$7581
Events / Bookings	-	-	-	\$3851	\$2959	\$3358	\$3720	\$7090

In 2007 the Historic Sites Board received approval from City Council to increase **admission fees** from \$5.00 to \$7.00 per adult, and from \$3.00 to \$5.00 per senior/student. City Council requested that this increase be monitored to see if the new admission fees would hinder visitation. Of the 23 people questioning the fees, the following reasons or comments were given by the visitors:

- "Didn't the visitors used to just give a donation" – 7 people – paid admission
- "In England, the museums are free to visit" – 3 people – paid admission
- Asked and paid senior admission fees – 8 people
- People who refused to pay admission – 5 people (3 were local residents)

PERSONALIZED PAVING BRICKS AND PLAQUES

In February of 2007 the Historic Sites Board requested from City Council their approval to increase the fees charged for the Personalized Paving Bricks. City Council approved with a request to monitor sales to see if the increase would affect the amount of purchases.

The sales were exactly the same as those in 2005; and in comparison to 2006, brick sales were only 87% (in actuality 3 less bricks), however, plaque sales tripled from two (2) sold in 2006 to six (6) sold in 2007. Therefore, there seems to be no effect on sales due to the increase in fees/price.

Installation of these bricks and plaques will not be completed until the spring of 2008 due to the parking lot / pump station construction in the area of the Walkway of History.

EDUATIONAL PROGRAMMING

Educational Tour Statistics Summary 2007

Program Name	# Of Tours	# Participants	REVENUE
Long Ago (Kindergarten)	4	94	\$235.00
Pioneer Living (Grade 3) 1 1/2 hour	6	153	\$535.50
Pioneer Living (Grade 3) 3 hour	5	98	\$686.00
Native Life (Grade 6)	0	0	\$0.00
Fur Trade (Grade 7)	30	746	\$2,238.00
Child's Yuletide (Kindergarten)	2	33	\$123.75
Child's Yuletide (Grade 1-2)	10	203	\$761.25
Child's Yuletide (Grade 3-4)	3	68	\$255.00
Child's Summer	4	95	\$475.00
Outreach Programs	3	600	\$0.00
General	16	232	\$782.25
Free Tours (4 Culture)	12	100	\$0.00
TOTALS	95	2422	\$6,091.75
2006 TOTALS	105	2060	\$6,987.00
2005 TOTALS	94	1849	\$5,807.50

The fall provides the busiest season for school tours with Algoma Fall Festival tours (Grade 7 – mostly Fur Trade curriculum with a small component of our involvement in the War 1812).

This fall the staff also participated in the Children's Source Water Protection Festival with the Conservation Authority. It was a three day festival that served approximately 200 children a day. This outreach program did not provide any revenue, but did provide publicity and promotion that resulted in other school bookings. Since we were able to provide the "pioneer" way of sourcing water to do "Saturday laundry" or "Monday baths", Pioneer Bucket Brigade, and Pioneer Water relay, we continued to meet our mandate, curriculum, and form a new partnership that otherwise may not have been formed.

Yuletide school programs also provided the second most well attended tours we offer, with the concentration of the students being in Grades 1 & 2.

A new surprise was the number of general interest/private bookings we took from adult groups (See chart below). These bookings required a minimum of ten (10) people, and provided a guided tour of the site, heritage meal mostly served with produce from the gardens on site, baking demonstration on the hearth and /or bake oven which provided a sampling of fresh baking, and flexibility for staff to provide historical background information and promote the site and gift shop (which did rather well from these groups), or an opportunity for the group to have their meeting & socialize.

Special Interest Group Bookings

Event Name	# Of Days	# Participants	Revenue
H.S.C.D.S.B. Lunch = \$15.90 each	1	34	\$540.60
Red Hat Lunch = \$10.00 each	2	45	\$450.00
Red Hat Lunch = \$10.00 each	1	14	\$140.00
Communities In Bloom Dinner	1	18	\$0.00
Historic Sites Board Lunch	1	11	\$0.00
Goertz Breakfast	1	28	\$280.00
C.L.A. Lunch	1	10	\$100.00
Sorority Lunch	1	10	\$100.00
Red Hat Dinner = \$30.00 each (L.C.B.O.)	2	43	\$1,290.00
Retired Women's Teachers Lunch = \$10.00	1	25	\$250.00
Church Lunch = \$10.00	1	18	\$180.00
Red Hat Dinner = \$20.00	1	23	\$460.00
	14	279	\$3,790.60

SPECIAL EVENTS/HISTORIC HAPPENINGS/WORKSHOPS

This season the following events were planned and implemented:

- Rendezvous – Fur Trade reenactments with Coureur du Bois
- Blueberry Festival
- Evening In The Summer Kitchen
- Yuletide Celebration
- 2 Summer Pioneer Camps
- 1 Workshop – Herbal First Aid
- Involvement in Communities In Bloom

During the summer while students are available, the staff and volunteers performed daily historical happenings/demonstrations. The happenings were researched and provided the visitor with the historical context, as well as, the purpose for performing the demonstration.

The following chart provides the visitation and costs / revenues generated for each event:

EVENT	DATE	VISITORS	REVENUE	EXPENSES	NET REVENUE
Rendezvous	June 23-24	28	\$142	n/a	\$142
Herbal First Aid	June 23	6	\$225	\$200	\$25
Pioneer Camp	July 9-13	6	\$450	\$200	\$250
Communities in Bloom	July 23	18	n/a	n/a	n/a
Blueberry Breakfast	July 29	337	\$1874	\$869	\$1005
Pioneer Camp	August 13-17	6	\$450	n/a	\$450
David Thompson Exhibition on Loan	October	Visitors & Students	n/a	n/a	n/a
Evening in the Summer Kitchen	November 3-4	47	\$1880	\$806	\$1074
Yuletide Celebration	December 2	83	\$276	\$50	\$226

Costs for the above events does not include any paid advertising costs (Blueberry & Yuletide), costs associated with flyers, staff time, and miscellaneous costs.

GIFT SHOP

The gift shop has a budget of \$250.00 to purchase **items for resale**. The expenditure cost centre is offset by the revenues produced in the gift shop sales. The purchases made for the gift shop did total \$1,302.75, however, the sales from these items was \$2,623.70. Thus the profit from these items was **\$ 1,320.95**.

Added to the inventory were products from local artists and trades people whose items would replicate that of items from the era of the Site. These items were sold on **consignment** and the gift shop revenues realized 30% per item, thus providing another **\$360.15**.

Considering this was the first full year with our new **Fur Trade Post**, this venue proved to be well received by all visitors, as well as, being utilized well for interpretation of Charles's independent fur trade business.

COMMUNITIES IN BLOOM/GROUNDS/GARDENS

This summer the staff and volunteers participated in the Communities In Bloom competition with other areas of Sault Ste. Marie to receive five (5) Blooms – top rating, for our community.

As part of our participation, we were able to hire a staff person through the **Job Creation Program** (wages from Employment Benefits) to assist with the gardening, interpretation, and to complete the following two projects with a budget provided for by J.C.P. **totaling \$10,000.00**:

- Walking Tour Brochure of the Site including Gardens – researched, designed and printed.

- 4 Exterior Interpretive Signs for the Gardens – researched, designed, manufactured, and mounted on posts in garden / year areas pertaining to each.

The gardens received their annual replenishing of manure and soil. Half of the soil was donated from And Sons, a generous contribution that they have provided us with for the past couple of years.

The results of the efforts of our staff and volunteers provided enough food from the harvest for all our special booking lunches & dinners, as well as, for the Evening in the Summer Kitchen leaving just meats, fish and baking items required for purchasing. The grounds also provided for approximately 125 jars of preserves/pickles, and close to 100 pies to be sold on Site. Petals, preserves, and pies became the top selling items at the end of September.

All plants for the flower beds and crop gardens, that we purchase through seeds or plants have been researched for their historical relevance and authenticity. Each plant was entered into the plant fact sheet and gardens data base.

MAINTENANCE/CONSERVATION/PRESERVATION

Each year the Maintenance Sub-Committee of the Board and staff conduct an annual maintenance inspection by walking through the buildings and grounds looking for any possible problems or potential problems noticeable. From this inspection, a list of maintenance and conservation concerns are tabulated and prioritized for the following year's maintenance budget. If the item is found to be in need of costly repair or restoration, then the issue is brought forward to City Council and/or for application for funding projects.

In the fall the Community Museum Operating Grant was received from the Ministry of Culture in almost double the usual amount. The extra operating dollars allowed for a couple of the outstanding maintenance items to be completed on the Ermatinger Old Stone House. These are:

- Re-pointing of the Front Steps
- Re-pointing of the Summer Kitchen Hearth Chimney
- Repair of the hearth stone work – Inside back wall of fire area

This restoration project required the stone masons to use lime based mortar with tinting in order to match as close to the historical mortar used. Gough Masonry was awarded the contract due to their expertise and familiarity with the Site.

Other Maintenance items completed in 2007:

- Annual Fire System inspection
- Upgrade of Security System from Analogue to Digital
- Monthly pest control
- Repair of loose tongue and groove wood ceiling in Summer Kitchen
- Painting of auxiliary kitchen & staff offices
- Painting of Blockhouse logs – one wall
- Front door of blockhouse varnished with marine verethane, metal ornamental hinges repainted, threshold floor repainted and varnished
- Minor electrical fixes
- A new base mount for the video projector for Clergue's facial recordings ordered and installed

- Fibre optics cable fed to Blockhouse for office computer to be networked
- Wood shed doors fixed on their roller tracking
- Refuse station wood fencing and gates fixed

COLLECTION STORAGE

With the restoration and interpretation project in 2005 and 2006, the attic area of the Ermatinger Old Stone House became the new artifact storage and archival area. This was the result of closing this area off to the public due to the stairs and area not meeting building codes for regular public use.

The interpretation project created exhibit changes and a few period room changes; therefore, some artifacts were moved to the attic, as well as, the many boxes from the Archeological dig that was completed in 1974. These boxes had hundreds of shards and pieces of items that were not inventoried in any way except for in the report from archaeologist, C. S. Paddy Reid. The cardboard boxes were not archival/artifact storage quality and were beginning to deteriorate.

Summer students assigned to the collection storage issue reorganized the entire attic storage, assigned sections, and purchased storage bins for the many items archaeological items to be transferred from the worn out boxes and bags into something more stable. As each item was carefully moved into the bins an inventory list was completed. Still outstanding is to formulate this list onto the collections database and to purchase acid free tissue with archival boxes to ensure the proper storage of these items.

HUDSON BAY LOCAL HISTORY PROJECT – EDU KITS

In April 2007, application was made to the Hudson Bay Company for their Local History Grant Program, to create two Educational Kits that will be rented to schools in the Algoma District.

The application was approved and the \$1,000.00 grant received. The Interpreters at the Site this year, whether they were summer or regular staff, worked on researching the Fur Trade, coordinating the information with the curriculum expectations, and made a list of the items required for the two kits.

The Hudson Bay Company assisted in providing at no cost the following items to also be included in the Kits:

- Hudson Bay Point Blanket
- Hudson Bay Company Flag
- Copies of the Adventurers Book
- Bookmarks

In the fall, items were ordered/gathered from the Site, and the Canoe trunks built to provide the following items for the two kits:

- N.F.B. video – English & French – The Voyageurs
- Voyageur music C.D.'s
- Reference Books & Poster (Voyageur Canoe & Supplies)
- Metis Sash, voyageur clothes, moccasins, powder horn, tin ware, clay pipe & tobacco, etc.
- Trade items, furs, fur stretchers, top hat
- Copy of H.B.C. animals and furs book

- Information on each item & reference materials
- Creation of teachers package for each kit

In January 2008, the kits will be packed and the marketing flyer created. Then meetings with the school board to coordinate promotion and transportation for the kits will be forthcoming.

WAR OF 1812 BI-CENTENNIAL PROJECT

In February 2007, the Ministry of Tourism coordinated six (6) regional meetings to facilitate community meetings that will begin to champion the Bi-Centennial activities of the War of 1812 for the year 2012. Sault Ste. Marie was one of these regions.

Each of the regions was asked to compile a strategy report to be submitted to the Ministry by the end of July. The report was to acknowledge that the region will participate in the commemoration celebrations, and to propose ideas of activities and projects.

Funds were provided by the Ministry to each of the regions to assist with meetings, and hiring of consultants to formulate the reports.

During a one day planning session in May, interested individuals from Sault Ste. Marie, Ontario and Michigan; St. Joseph Island, and Mackinaw City, Michigan were invited to brainstorm and assist in drafting the strategy report. Members of the Historic Sites Board along with the staff of the Ermatinger-Clergue National Historic Site attended and have been part of the executive committee for the region.

With the link of Charles Oakes Ermatinger being involved in the War of 1812, the proposed Visitor Centre for Ermatinger-Clergue National Historic Site is currently being designed to house a commemorative exhibition for such.

Next steps for 2008:

- Executive committee members will meet with Ministry of Tourism – mid February
- Regional meeting for local members to be informed of updates and to plan sub-committees and projects – end of February
- Design plans for Visitor Centre with War 1812 component – April

CAPITAL & CONSTRUCTION

In 2006 the Historic Sites Board completed their Restoration & Interpretation project on the Ermatinger Old Stone House. With this project concept plans for the proposed Visitor Centre were acquired by C. Tossell, Architect.

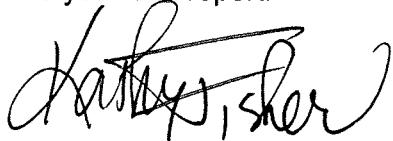
February 2007 the visualization D.V.D. of the Centre along with proposed architectural designs were presented to City Council for their approval to move forward on Phase II of the project and thus pursue funding.

As mentioned above, the addition of the commemorative exhibits for the War of 1812 link will be included and the project will be presented (in 2008) to the Ministry of Tourism as one of the capital projects for our region.

The time line for this project to be complete is 2012 - in order to celebrate the 200th Anniversary of the construction of the House by Charles Ermatinger, as well as, for the Bi-Centennial of the War of 1812.

CONCLUSION

As Curator of the Ermatinger•Clergue National Historic Site, and staff assigned to the Historic Sites Board, I feel that 2007 was a very successful season for the Site, and I respectfully submit this year end report.

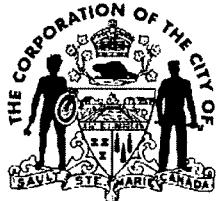


Mrs. Kathy Fisher, Curator
Ermatinger•Clergue National Historic Site

li/Ecnhs/07/curator year end report 2007

6(2)(a)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 02 25

Mayor Rowswell
and Members of City Council

STEELBACK CENTRE - PHASE 2 AND 3 – SUITES PROJECT

Background

At the April 16, 2007 meeting, Council received information on this project (report attached) including the following mandate:

"that the cost is to be entirely funded by the lease fees from the private suites and therefore at no cost to the tax payer."

In the Fall of 2007 staff undertook a marketing campaign to determine the interest in the next phases of the private suites. To date 18 deposits have been received. What this means in terms of design is that the entire east side of the expansion would be sold out and we would either potentially have empty suites in the north end or, we would build club seats in the north end and sell them as season tickets but with a lease fee associated with each ticket for each event.

At the November 26, 2007 meeting (report attached), City Council approved the hiring of the architect, EPOH Inc., to update the drawings of the expansion and to provide possible layout options including order of magnitude costs.

In December 2007, the Working Committee toured three facilities in southern Ontario: Oshawa, Guelph, and Brampton. These three facilities are similar in construction to the Steelback Centre. The reason for the tour was to see how these facilities programmed their "suite level". In all three of the facilities toured, the "end zone" was not utilized as a luxury suite area, but rather as a "club seat" program, as well as an area for suite holders to congregate. They also used the area for trade show and convention purposes.

Also in December 2007, an application for funding was submitted to the Northern Ontario Heritage Fund Corporation and this is currently under review.

The architects have completed the working drawings based on the preferred design (attached) which incorporates 18 suites along the east side of the facility, and club seats along the north end. The increase in the capacity of 454 is comprised of:

- Suites – 232 which consists of 154 seats plus 78 stools (not leaseable)
- Club Seats – 222 which consist of 167 seats and 55 standing (not leaseable)
- Total leaseable seats is 321 (154 + 167)

Cost Estimate

EPOH Inc.'s "Class C" cost estimate for this project is between \$3.25 million and \$3.75 million. Included in the estimate are:

- The estimated construction costs for the private suite project
- Professional Fees
- Contingency Fess
- The estimated costs for the additional kitchen space and equipment required to provide food and beverage service to this area.

Funding

The Commissioner of Finance has prepared a report on the funding for this project (report attached). His report has highlighted the financing of the project and the associated risks. Operational revenue, not included in the calculations, is the advertising as per agreements.

The funding report is based on annual suite and club seat leases. The suite leases range from \$1,100.00 per seat to \$1,300.00 per seat. This is in line with what was communicated to all of the suite holders on the waiting list. The present annual suite leases are \$1,060.00 per seat and are increased annually by the amount of the Consumer Price Index. With regards to club seats, a review of other OHL facilities shows that we can assume that \$400.00 per seat can be generated annually (\$10.00 per seat based on 40 events annually).

A logical assumption for the new seats (321) is that in situations where the ticket revenue thresholds (splits) are reached, they will generate up to approximately an additional \$81,000.00. This new revenue could be used to offset project capital costs, however the same risks identified in the Finance Commissioner's report apply here as well.

An application to the Northern Ontario Heritage Fund Corporation has been submitted and is under review. The request is for either a \$1million grant or a combination of a \$500,000.00 grant, along with a \$500,000.00 interest free loan.

In addition to the report from the Commissioner of Finance, the Soo Greyhounds Hockey Club has been approached with regards to the project. The Working Committee and staff have discussed the following with the Club regarding their participation in the project:

- Having all of the ticket revenue from the new seats go to the capital cost of the project. Their position is that they believe that the ticket revenue splits (sharing) in the existing agreement is their way of contributing.
- An additional risk was identified in a clause in the agreement which gives the Club the option to terminate the lease. Simply put, if the average attendance is below 2,500 patrons in years 16 through 20 (5 years) and the City does not want to subsidize ticket revenues up to the 2,500 seats per game, then the Greyhounds have the option to terminate the lease. The risk to the Corporation is that the Soo Greyhounds may not be the prime tenant after year 13 (year 15 of the agreement) of the proposed funding plan for the suites, thus jeopardizing the revenue stream that has been identified for the repayment of this capital expenditure.

The tender for the project can be structured to allow for separate prices on certain components. This will allow for some aspects of the project to be deferred depending on the tendered prices received. The components that are earmarked for separate pricing are the kitchen enhancements and the bar area.

Project Merits

- It is expected that people in the main bowl will be the ones purchasing the suites and club seats thus making more seats in the main bowl available for events, including Soo Greyhounds games.
- There will be an increase in the multi-use aspect of the facility. Trade shows, conventions, and National/Provincial association/organization meetings will use this space for their programs.
- There will be an increase in tourism that will be a direct benefit to the facility and also to the community, both business and public. This increase will be both from the region and from the USA. Appended is a copy of the report on the "hits" received regionally and globally on the facility's website.
- The Phase 1 private suites have been a huge success and there is a demand from the corporate and business community to have this type of amenity in Sault Ste. Marie.
- The suites and club seats provide a tremendous networking opportunity for businesses and corporations. This is an intangible but very real and beneficial aspect of the project.

- The facility is a regional icon, drawing people from all over the world. No other municipality in Northern Ontario has such a facility as Sault Ste. Marie's Steelback Centre. We strongly believe through our analysis, that we are at least ten years ahead of other municipalities in this regard. In a survey conducted by Municipal staff, local hoteliers reported that each time there was a special event (i.e. concert at the new event centre) they experienced 100 extra room nights.
- Two new restaurants have opened in the immediate vicinity of the new Centre.
- The Soo Greyhounds hockey games are sold out for the 2007-08 season. This is a direct result of the new facility and the enhanced spectator experience.
- There has been a dramatic increase in the number of special events that are being attracted such as concerts, shows, ice shows, and sporting events.
- It has allowed for the submission of bids to host major events and sporting events such as the International Ringette Federation Tournament and Women's National Curling - Scotties Tournament of Hearts.
- We have been able to host Provincial and National championships for various sporting disciplines. The Ontario Provincial Basketball Tournament was held in 2007 and again in 2008 for various age categories. The 2008 National Aboriginal Hockey Championship is being hosted in the new facility as well.
- Conferences are now being attracted to the facility. The provincial H.O.G. Rally was held in August 2007, AMCTO is scheduled for 2009, and we are bidding on the Provincial Royal Canadian Legion Convention 2010.

Project Risks

- The possibility of a cost to the tax payer.
- The funding scenario assumes 100% occupancy of the new seats (321) over 18 years.
- An additional risk is the clause in the agreement which gives the Soo Greyhounds Hockey Club the option to terminate the lease. Simply put, if the average attendance is below 2,500 patrons in years 16 through 20 (5 years) and the City does not want to subsidize ticket revenues up to the 2,500 seats per game, then the Greyhounds have the option to terminate the lease. The risk to the Corporation is that the Soo Greyhounds may not be the prime tenant after year 13 (year 15 of the agreement) of the proposed funding plan for the suites, thus jeopardizing the revenue stream that has been identified for the repayment of this capital expenditure.

Working Committee Review

The Committee has reviewed all of the information in this report including the financial information from the Commissioner of Finance. Although there are risks associated with the project, the Committee believes that the overall and long-term benefits far

outweigh the risks; those benefits being the tourism generated from the project, and the variety of events (concerts, trade shows, conventions, sporting events, shows) for the citizens.

Based on the financial information, the Committee recommends that the project proceed to tender.

Next Steps

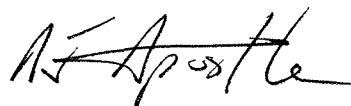
Upon Council approval:

1. The Working Committee and the architect will meet to confirm the exact scope of the project to tender. This will include a value management exercise.
2. A tender will be prepared that identifies pricing for:
 - the base project
 - separate price for kitchen enhancements
 - separate price for bar area
3. After the tenders have closed, a review and report will be brought to Council for their consideration.

Recommendation

The Steelback Centre Working Committee recommends that Council approve the Steelback Centre Phase 2 & 3 Suite Project proceed to tender as outlined in the reports to Council dated February 25, 2008 from the Commissioner Community Services and Commissioner of Finance.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services
On behalf of the Steelback Centre Working Committee

jbcouncil/private suites steelback feb 25

attachments: Council Report of April 16, 2007
Council Report of November 26, 2007
Preferred Design
Report from W. Freiburger, Commissioner of Finance
Past and Confirmed Events List
Website Regional and Global "Hits" List

6(2)(a)

2007 04 16

Mayor John Rowswell and
Members of City Council

STEELBACK CENTRE – PHASE 2 AND 3 SUITES UPDATE

Earlier this year Council passed the following resolution:

“Resolved that the report....concerning Steelback Centre Private Suites-Phase II and III be accepted and the recommendation that Council authorize staff to prepare a Business Plan for two options: construction of Phase II; and construction of Phase II and III of the private suites; and further that the Sports and Entertainment Centre Steering Committee review this matter and report back to Council, be approved”

In addition, the mandate for this project is that the cost is to be entirely funded by the lease fees from the private suites and therefore at no cost to the tax payer.

The Sports and Entertainment Centre Steering Committee, at their last two meetings, have reviewed staff reports regarding the business plan and the next steps for this project. In addition, the architects have met with the Committee to review the process and time line for construction. At the last Committee meeting it was apparent that this project could not go forward this year.

The process to commence construction for this summer became delayed as a result of:

- The time to prepare the business plan including meetings with potential partners.
- The subsequent contacting of the potential suite holders, who are on the waiting list, to establish whether there is an interest at a higher lease rate. It was determined that the new rate may be 30 to 40 percent higher than the one presently in place.
- The estimated time it would take to update the drawings.

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The Committee reviewed the next steps for this project and decided that the following needs to take place in order to meet construction for the summer of 2008:

- Determine whether any funding from the senior levels of government is available for this project and apply if funding is possible.
- If funding is approved then proceed with commissioning of construction drawings and then to tender. Proper purchasing procedure to be followed which includes Council approval.
- If funding is not approved then proceed on securing enough suite holder agreements to guarantee that the project can go forward without funding from senior levels of government.

All of which is respectfully submitted as information,

Nicholas J. Apostle
Commissioner Community Services

jba/council/steelback centre phase 2 3 suites update

6(2)(a)

November 26, 2007

Mayor John Rowswell
and Members of City Council

COPY

STEELBACK CENTRE - PHASE 2 & 3 OF THE PRIVATE SUITES

Background Information

Council passed the following resolution at their October 15, 2007 meeting:

"Resolved that the report of the Commissioner of Community Services dated 2007 10 15 concerning Steelback Centre Private Suites – Phase 2 and 3 be accepted and the recommendation to approve the project in principle subject to the required number of suites being leased that would allow for the capital cost of the project to be paid back from the suite leases, and further, subject to such successful leasing, that staff engage EPOH Inc. to update the existing drawings of Phase 2 and 3 of the luxury suites in order to prepare for tendering at the end of January 2008 to meet a construction schedule of the summer 2008 be approved."

According to the original drawings that were commissioned for initial construction of the facility, Phase 2 consists of 13 suites, while Phase 3 consists of 20 suites.

To date, staff has undertaken the following initiatives in order to secure "reservation forms" which require a \$2,000. deposit:

- Prioritized the waiting list that was compiled from the previous "luxury suite event" that was undertaken to sell the Phase 1 private suites.
- Distributed a media release on the program.
- Did a direct mail and email blast to corporations, businesses, and professionals in Sault Ste. Marie. This was done with the assistance of Lucidia.
- Advertised in the Sault Star and Soo This Week
- Did an email blast to Soo Greyhounds season ticket holders.
- Advertised during Soo Greyhounds home games.

As a result there are:

- 17 confirmed "reservation forms" along with deposits
- 7 corporations/businesses/individuals that are very interested

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In approximately one month, staff has managed to secure enough deposits for half of the potential suites project. This translates into several options:

1. Complete Phase 2 of the project only – very costly; not recommended.
2. Attempt to sell all of the suites by way of a “luxury suite sales event”. It is estimated that this will cost approximately \$10,000. The Working Committee does not recommend this option.
3. Complete Phase 3 of the project and “shell out” Phase 2 for additional “high-end Club Seating” and lounge area – This is the option with the most potential for assisting in event amenities and accommodating the greatest number of seats. It is the option that the Working Committee would like to explore in more detail.
4. Do not proceed with the project – not recommended at this time.

The Steelback Centre Working Committee has reviewed the information and met with the architect to discuss the various options and possible next steps. The Committee believes that it is in Council's best interest, given the positive response to the limited marketing program, to hire the architect to update the drawings and review options with order of magnitude costing. At the same time, funding from senior levels of government would have to be investigated and applied for. The cost for hiring the architect is approximately \$80,000. and would be part of the project if it were to go forward. If the project does not go forward then the amount could be funded from the Steelback Centre's surcharge account. The Committee also suggests that a quick tour of some facilities with private suite programs would be beneficial in early December.

Recommendation

The Steelback Centre Working Committee recommends that Council approve the hiring of EPOH Inc. to update the drawings for Phase 2 and 3 of the Private Suites, along with providing possible options for the construction of both phases including order of magnitude costing; and further that the estimated cost of \$80,000. for the architect be applied to the project if it goes forward, or that it be funded from the Steelback Centre's seat charge account if it does not go forward.

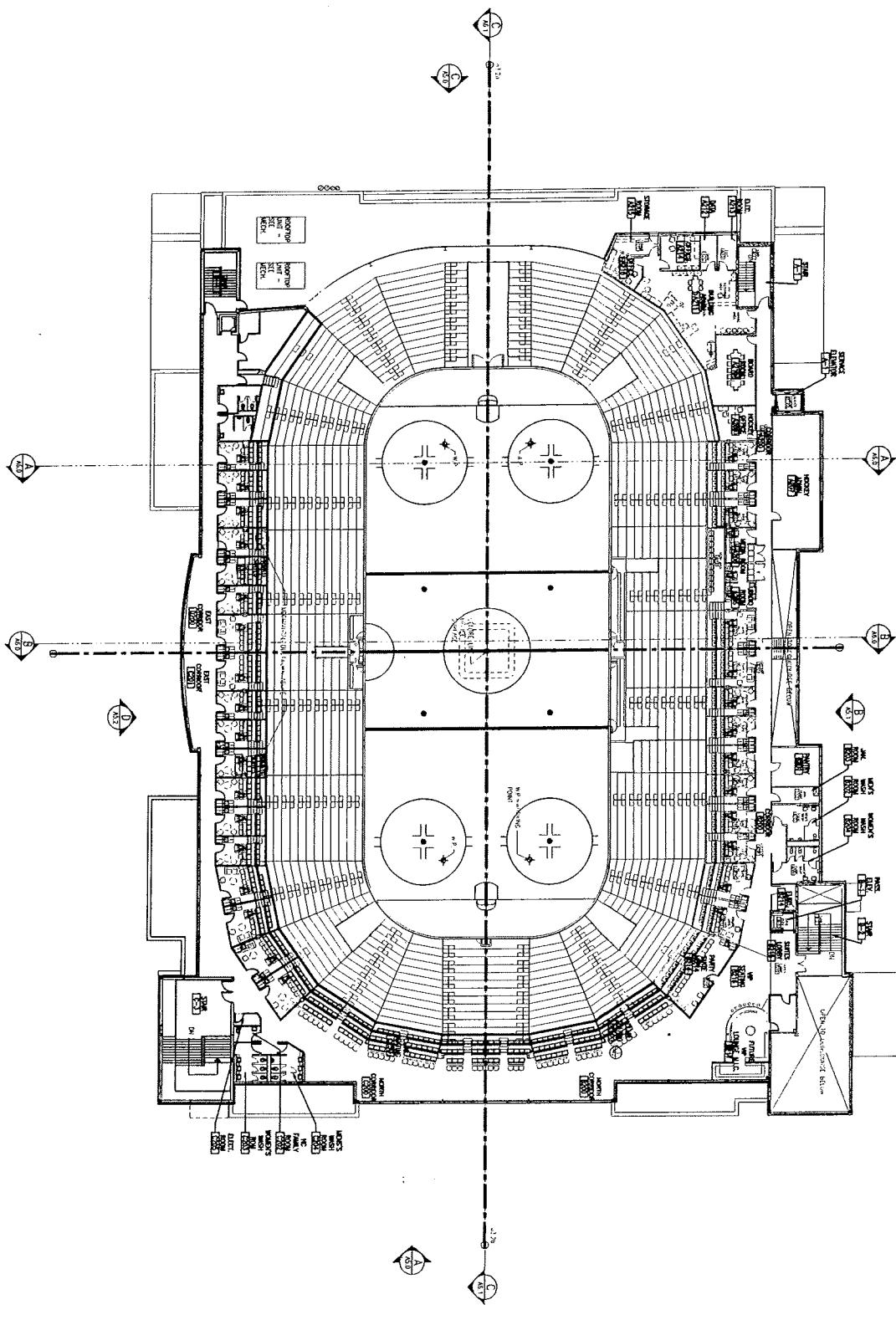
Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services
on behalf of the Steelback Centre Working Committee

jb/council/private suites nov 26

cc: Steelback Centre Working Committee

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Suites Level
Floor Plan

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date
checked by
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0701

Sault Event Centre
Suite Expansion

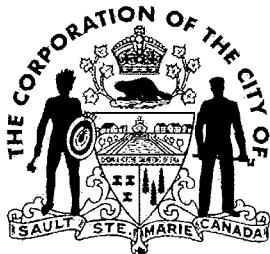
Sault Ste. Marie, Ontario

ePOH

725 CULLINAN STREET EAST
SAULT STE. MARIE ON N6A 2B9
EMAIL: INFO@EPOHINC.COM
TEL: (705) 949-5291 FAX: (705) 949-5292

6(2)(a)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2008 02 25

Mayor John Rowswell and
Members of City Council

Re: Steelback Centre – Private Suites Phase 2 and 3

A financial analysis was undertaken with regards to the construction of phase 2 and 3 private suites and club seating.

Financial Assumptions

Project Cost:	\$4,000,000
Number of Suite seat licences:	154
Number of Club seat licences:	167
100% occupancy	
Cost of capital:	5%
Inflation:	2%
Annual suite seat licence fee:	\$1,100 to 1,300
Annual club seat licence fee:	\$360
Term of repayment	13 or 18 years
Not Included:	
Additional Bar Rail ticket revenue	
Additional Suite Bar Stool ticket revenue	

Original Financial Assumptions

The original assumption for the construction of Phase 2 & 3 was that the project would be self funding with no requirement for allocations from the general tax levy. The seat licence fee revenue would be sufficient to finance the capital cost of project and the additional ticket and concession revenue would be the City's profit on this investment.

City/Greyhound Contract

The City and the Soo Greyhounds are completing the second year of a twenty year agreement.

As outlined in the report of the Commissioner of Community Services, in years 16 to 20 of the agreement, if the average attendance is below 2,500, the City is required to make a deficiency payment to ensure the Greyhounds receive a minimum ticket revenue based on 2,500 tickets per game. If the City decides not to provide a deficiency payment in the last five years, the hockey club can terminate the agreement.

Financial Analysis

The attached Appendix 1 lists various options for financing based on 13 and 18 year repayments along with factoring in a possible \$500,000 grant.

Our preference was to finance this project over the remaining 13 year period of the contract that does not involve a minimal attendance guarantee.

With the above financial assumptions of \$1,300 per suite seat over a 13 year period, a maximum annual deficit of \$156,405 was calculated and marginally declining by approximately \$5,000 each year thereafter (Option D). If a grant was received, the maximum annual deficit would be \$99,992 (Option E).

Based on an 18 year financing period and a suite seat licence fee of \$1,100, a maximum annual deficit of \$100,300 was calculated and marginally declining by approximately \$5,000 per year thereafter (Option A). If a grant was received for \$500,000, the maximum annual deficit would be \$55,978 (Option C).

Based on an 18 year financing period and a suite licence fee of \$1,300, a maximum annual deficit of \$66,180 was calculated and marginally declining by approximately \$5,000 per year thereafter (Option B).

Based on all assumptions over 13 and 18 years, the licencing fees alone will not fully recover the capital cost of construction.

If the maximum hockey ticket revenue sharing and concession profits were added to the calculation, the annual deficit could be eliminated for 2 of the 3, 18 year scenarios. This assumption would require continued high attendance over the life of the contract to generate the maximum ticket sharing revenue.

If a grant was received and the project was financed over 13 years with full attendance and ticket sharing, the maximum annual deficit would be \$6,581 (Option E).

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Steelback Centre – Private Suites Phase 2 and 3
2008 02 25
Page 3.

Another option is the possibility of a \$500,000 interest free loan for ten years to the project. At an interest rate of 5%, the benefit of an interest free loan would be approximately \$147,500.

Project Risk Factors

1. All financial scenarios are based on 100% occupancy for the new seats. Each year the City will be required to pay a fixed debt payment to finance the construction costs. Any empty club seats or private suites over the amortization period will result in a greater deficit that must be paid from the general tax levy or from other Steelback revenues. The annual debt payment for the project is estimated to range from \$290,000 to \$420,000 per year depending on the amount and amortization period. There is a risk that hockey, concession and concert revenues may end up subsidizing the project construction costs.
2. There is a risk factor with the revenue guarantee in the hockey contract. If attendance is below 2,500 in 13 years and the City decides not to provide a deficiency payment, the hockey contract could be terminated. If this occurred, the debt payment would still have to be paid without any offsetting licensing revenue. As a comment, if our attendance is below 2,500 in 13 years, we would have serious issues with the rental of all our private suites.
3. Over the long term, if we create more private suites than the market can support, there may be downward pressure on licence fees.
4. If revenue sharing from ticket sales is applied to the debt repayment, there is a risk that the City will not achieve the 50% revenue sharing every year since attendance may be cyclical and may change in the long term due to community demographics.

Debt Considerations

This project will increase our City debt level by \$3,750,000 since we will credit the first year licence fees to the project. Our long term debt was \$26,587,000 in 2007 and will increase to \$27,190,000 in 2008 with this project. Our bond rating took this project into account when our rating was announced in January 2008.

The original arena project received approval for \$13 million of debt for the arena and \$1 million for private suites. The City issued debt of \$11,220,000 for the arena in September 2007.

The caution in our bond rating was that “*an upgrade could result if there is no significant unexpected capital projects...*”.

If Council intends to consider other major projects that require debt financing, I recommend they be considered and evaluated at this time.

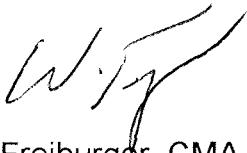
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Conclusion

In order to approve this project, Council must believe that all the new private suites and club seats will be sold over the entire debt amortization period, (assume 18 years), and hockey attendance will continually remain high resulting in the maximum hockey ticket revenue sharing.

This is provided for the information of Council.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

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Appendix 1

The Corporation of the City of Sault Ste. Marie
Analysis of Options for Suites and Club Seats at the Steelback Centre

	Capital Cost	Years	Licence Fee	NPV of Licence Revenue Less Debt Charges	NPV of Revenue Sharing/ Concessions	NPV of Licence Fees Less debt Including Revenue Sharing	Maximum Annual Deficit of Licence Revenue less Debt Charges	Annual Minimum Revenue Sharing and Concessions	Maximum Annual Deficit After Revenue Sharing
Option A	4,000,000	18	1,100	(734,314)	1,265,979	531,665	(100,328)	93,411	(6,917)
Option B	4,000,000	18	1,300	(296,037)	1,265,979	969,942	(66,180)	93,411	27,231
Option C	3,500,000	18	1,100	(234,273)	1,265,979	1,031,706	(55,978)	93,411	37,433
Option D	4,000,000	13	1,300	(1,139,525)	914,982	(224,543)	(156,405)	93,411	(62,994)
Option E	3,500,000	13	1,300	(639,427)	914,982	275,556	(99,992)	93,411	(6,581)

An interest free loan would reduce interest charges by \$147,500.

Assumption are 100% attendance for the 321 seats and maximum ticket sharing

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www.steelbackcentre.com
Map Overlay

Dec 1, 2006 - Feb 9, 2008
Comparing to: Site

130,155 visits came from 69 countries/territories

Site Usage						
Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate		
130,155	4.30	00:02:08	52.61%	33.30%		
% of Site Total: 100.00%	Site Avg: 4.30 (0.00%)	Site Avg: 00:02:08 (0.00%)	Site Avg: 52.59% (0.05%)	Site Avg: 33.30% (0.00%)		
Country/Territory	Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate	
Canada	117,903	4.30	00:02:07	51.40%	33.33%	
United States	11,500	4.32	00:02:14	63.10%	31.98%	
(not set)	145	5.14	00:02:35	62.76%	32.41%	
United Kingdom	122	3.07	00:01:31	85.25%	42.62%	
Germany	97	3.53	00:01:00	82.47%	44.33%	
Australia	36	3.61	00:01:17	86.11%	41.67%	
Mexico	34	1.91	00:00:50	79.41%	79.41%	
Japan	34	3.68	00:00:57	82.35%	58.82%	
France	24	2.79	00:00:56	87.50%	75.00%	
Netherlands	16	2.06	00:00:27	87.50%	62.50%	
Italy	16	3.00	00:01:25	93.75%	56.25%	
Sweden	13	6.38	00:01:48	100.00%	69.23%	
India	13	4.62	00:04:04	100.00%	30.77%	
Turkey	13	1.85	00:00:11	100.00%	69.23%	
Finland	12	2.92	00:02:11	83.33%	50.00%	
Switzerland	12	2.67	00:00:40	91.67%	58.33%	
Argentina	11	2.45	00:00:23	72.73%	54.55%	
Spain	9	1.33	00:00:21	88.89%	77.78%	
Czech Republic	8	2.12	00:01:03	100.00%	75.00%	
Belgium	8	1.25	00:00:03	87.50%	75.00%	
Brazil	7	2.14	00:00:23	100.00%	57.14%	
Denmark	6	3.17	00:00:50	100.00%	16.67%	
New Zealand	6	2.17	00:00:30	100.00%	66.67%	
Norway	6	3.17	00:22:58	83.33%	33.33%	
Hong Kong	6	4.33	00:00:42	66.67%	66.67%	

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www.steelbackcentre.com

Country/Territory Detail:

Canada

Dec 1, 2006 - Feb 9, 2008

Comparing to: Site

This country/territory sent 117,903 visits via 308 cities

Site Usage						
Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate		
117,903 % of Site Total: 90.59%	4.30 Site Avg: 4.30 (0.07%)	00:02:07 Site Avg: 00:02:08 (-0.31%)	51.40% Site Avg: 52.59% (-2.26%)	33.33% Site Avg: 33.30% (0.07%)		
City	Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate	
Sudbury	52,465	4.37	00:02:07	50.73%	31.12%	
Sault Sainte Marie	31,229	4.08	00:02:11	47.92%	37.69%	
Toronto	6,338	4.17	00:01:59	57.10%	31.32%	
(not set)	4,129	4.06	00:02:07	46.57%	32.48%	
East York	2,078	4.18	00:02:04	47.79%	36.91%	
Weston	1,598	4.02	00:02:16	47.37%	37.92%	
Winnipeg	1,532	4.61	00:01:54	53.52%	27.87%	
Ottawa	1,263	4.72	00:01:58	56.77%	27.95%	
Thessalon	1,189	4.14	00:01:52	38.60%	41.46%	
North Bay	1,126	5.10	00:02:42	54.97%	30.20%	
Mississauga	995	4.30	00:01:45	56.58%	31.46%	
Rouyn-Noranda	694	5.34	00:02:18	54.18%	24.93%	
Edmonton	687	4.67	00:01:53	56.19%	33.92%	
Elliot Lake	611	5.12	00:02:23	59.74%	28.64%	
London	552	5.35	00:01:53	77.54%	30.43%	
Islington	510	4.22	00:02:01	61.37%	36.08%	
Thunder Bay	442	4.91	00:02:03	71.95%	26.02%	
Frankford	405	3.03	00:01:54	26.67%	47.16%	
Montreal	395	3.93	00:02:07	65.82%	32.91%	
Marathon	375	5.18	00:03:10	51.20%	21.33%	
Vancouver	339	3.99	00:01:33	51.03%	31.56%	
St Catharines	319	3.49	00:01:18	42.63%	38.24%	
Wawa	310	5.00	00:02:05	48.39%	30.32%	
Timmins	307	4.87	00:02:41	68.73%	30.94%	
Kitchener	294	4.25	00:01:30	73.47%	33.67%	

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Barrie	293	4.68	00:02:21	71.67%	30.38%
Windsor	291	4.88	00:01:47	74.91%	32.30%
Sturgeon Falls	265	5.33	00:02:04	59.62%	29.81%
Calgary	264	4.59	00:01:54	78.41%	40.53%
Burlington	246	4.27	00:01:39	71.54%	36.59%
North York	229	4.53	00:01:48	53.28%	36.24%
Hamilton	222	4.92	00:01:40	80.18%	31.53%
Kingston	216	6.10	00:01:55	68.98%	27.78%
Etobicoke	213	4.35	00:02:07	56.34%	42.25%
Blind River	199	5.66	00:03:13	41.21%	26.13%
Richmond Hill	161	4.53	00:02:23	55.90%	34.78%
Chelmsford	151	5.07	00:04:01	56.29%	19.21%
Halifax	128	4.09	00:01:25	78.12%	33.59%
Brampton	126	4.20	00:01:57	69.84%	30.16%
Espanola	123	4.96	00:02:50	60.98%	25.20%
New Liskeard	122	4.97	00:02:10	75.41%	29.51%
Lindsay	118	4.29	00:01:47	37.29%	43.22%
Hull	116	3.40	00:02:27	40.52%	43.10%
Malton	112	5.25	00:02:19	67.86%	26.79%
Thornhill	110	4.09	00:02:09	49.09%	40.00%
Guelph	109	3.75	00:01:20	65.14%	36.70%
Little Current	108	5.38	00:02:57	53.70%	23.15%
Belleville	102	3.73	00:01:57	48.04%	36.27%
Willowdale	100	4.86	00:02:32	49.00%	37.00%
Aylmer	91	4.19	00:01:52	48.35%	32.97%

Past Events

The following is a list of events held in 2006/2007:

- September 29, to October 1, 2006 - Steelback Centre Opening Ceremonies
- November 11, 2006 - Remembrance Day Ceremony
- December 2, 2006 - Children's Aid Society concert, featuring Fred Penner
- December 6, 2006 - Mötley Crüe concert
- December 8, 2006 - Charity Cup Alumni Game
- December 17, 2006 - Celebration on Ice, featuring Kurt Browning
- January 11, 2007 - Clifford the Big Red Dog (2 shows)
- January 29, 2007 - EDC Job Fair
- January 23, 2007 - The Tragically Hip concert with Kathleen Edwards
- February 9/10 - Bon Soo Concerts
- February 17, 2007 - Barenaked Ladies concert with Tomi Swick
- March 20, 2007 - Heaven and Hell concert with Megadeth and Down
- March 21, 2007 – Soo Police Alumni Hockey Game
- April 20, 2007 - Jann Arden Concert with SHeDAISY
- April 26-29, 2007 – Home and Outdoor Show
- May 7-8, 2007 - Garden Brothers Circus (4 shows)
- May 10, 2007 – Hospital Foundation Fundraiser
- May 18-20, 2007 – Men's Juvenile Basketball Championships
- May 25, 2007 – Soo College Convocation
- May 27, 2007 – Monster Truck Show
- June 25, 2007 – St. Paul School Graduation
- July 15, 2007 – INXS Concert
- August 2-4, 2007 – Harley Davidson Rally
- September 11, 2007 – Hilary Duff Concert
- September 22, 2007 – Downtown Association Walk of Fame Event
- October 5/6, 2007 - Korah Collegiate Reunion Weekend
- October 26, 2007 – Big Air Insanity Show
- December 8, 2007 – “18 Forever Event” (festival concert)

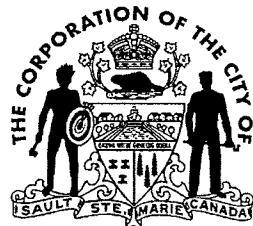
- January 24, 2008 – Concert – Three Days Grace/Seether
- January 29, 2008 – Concert – Blue Rodeo
- February 1/2, 2008 – BON SOO EVENTS – featuring Michelle Wright
- February 3-7, 2008 – OHL ALL STAR GAME WEEK
- February 8, 2008 – Concert – John Mellencamp

Upcoming Events

The following is a list of upcoming events:

- March 6-9, 2008 – Sault Ste. Marie Home & Outdoor Show
- March 29, 2008 – Monster Truck Show – Featuring "Big Foot"
- April 26, 2008 – Concert – Anne Murray
- April 27 – May 3, 2008 – National Aboriginal Hockey Championships
- May 4, 2008 – Ontario Basketball Association Championships
- May 13, 2008 – Garden Brothers Circus
- May 23, 2008 – Soo College Convocation
- November 5-9, 2008 – World Ringette Championships
- June 5-7, 2009 – Take Off Pounds Sensibly Conference
- June 14-17, 2009 – Association of Municipal Managers, Clerks, and Treasurers of Ontario Conference
- July 28, 2010 – August 1 – National Finnish Festival
- August 16-20, 2010 – Elementary Teachers Federation Conference
- May 7-11, 2011 – Royal Canadian Legion Provincial Convention

6(6)(a)



2008 02 25

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-2-08-Z.OP – filed by Sar-Gin Developments (Sault) Limited.

SUBJECT PROPERTY: Location – Located on the west side of Great Northern Road, approximately 90m (295.3') south of its intersection with Drive In Road. Civic No. 671, 671A & 683 Great Northern Road.
Size – Approximately 95.4m (313.1') frontage x 257m (842') depth; 2.45 ha (6.06 acres).
Present Use – Industrial/Commercial.
Owner – Sar-Gin Developments (Sault) Limited.

REQUEST: The applicant, Sar-Gin Developments (Sault) Limited is requesting a Rezoning and Official Plan amendment to increase the allowable office space from 15% to 30% of the Gross Leasable Floor Area.

Comments

At the February 11, 2008 City Council meeting, Council approved the above-mentioned request subject to appropriate conditions. At that meeting, the applicant's solicitor suggested that the rezoning request be amended to increase the total allowable office space to 30% to include Professional, Scientific and Technical services which are currently excluded from the total office calculation in the Special Exception zoning. The attached conditions reflect this recommendation.

Planning Director's Recommendation

That City Council approve the rezoning of the subject property, subject to the following:

1. That Council approve Official Plan Amendment 142.
2. That Special Exception 215 be amended as follows:

(Provision) 6. *Office Uses.* Up to a maximum of 30% of the gross leaseable floor area of the total development on Block A on Schedule 867 attached hereto.

(Provision) 8. Delete. (Professional, scientific and technical services as separate permitted use).

SDT/pms

PUBLIC HEARING – 2008 02 25, Council Chambers, Civic Centre

6.(6)(a)

**AMENDMENT NO. 142
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the Text of the Official Plan as it relates to the Commercial Policies of the Plan.

LOCATION:

Part of Lot 3, RCP H-744 Tarentorus, being Parts 3 & 4, 1R7274, Sault Ste. Marie, Located on the west side of Great Northern Road, approximately 90m (295.3') south of its intersection with Drive In Road. Civic No. 671, 671A & 683 Great Northern Road.

BASIS:

This Amendment is necessary in view of a request for to rezone the subject property to permit office uses of up to 30% gross leaseable area.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

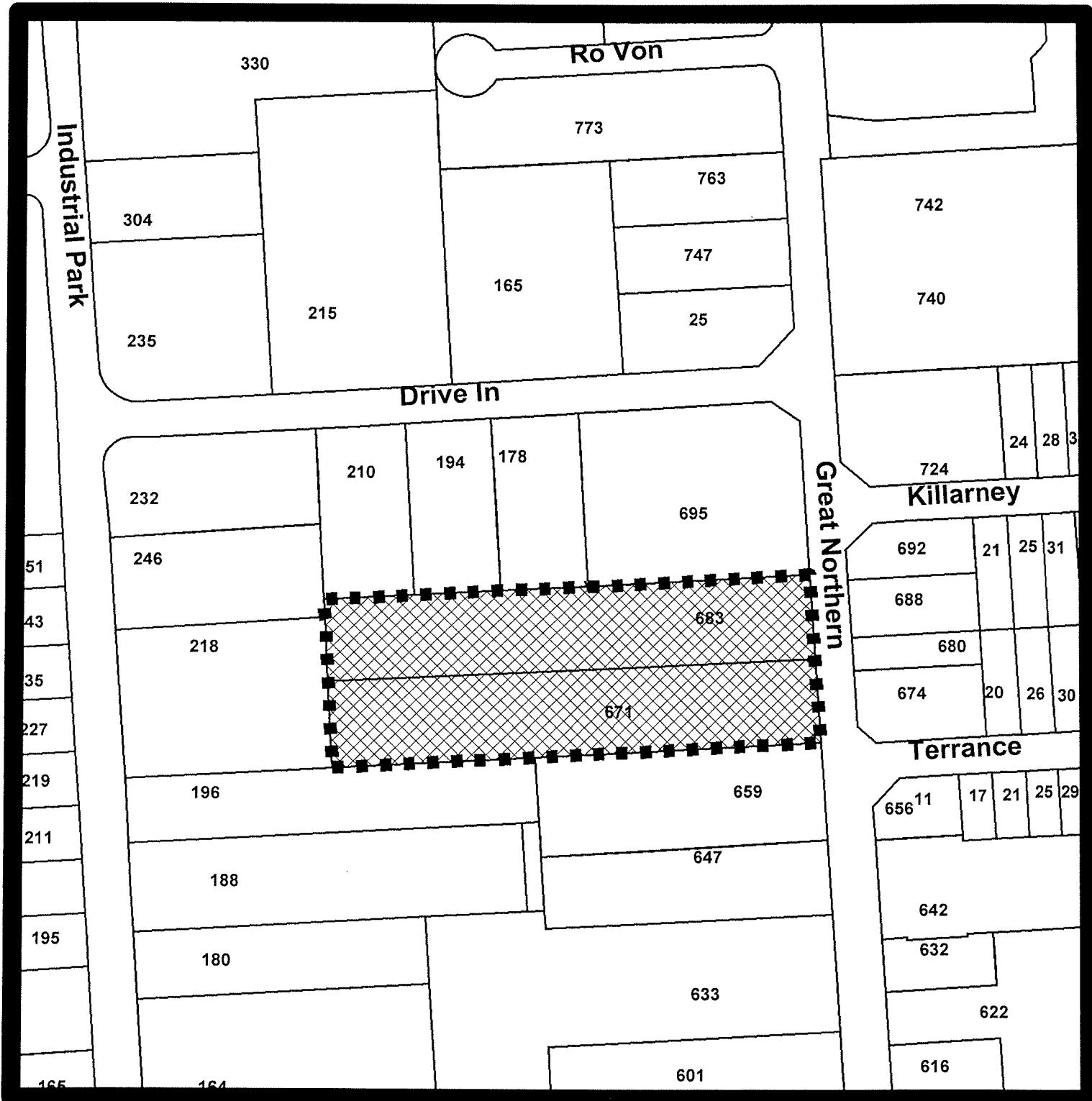
"Special Exceptions"

95. Notwithstanding the Commercial Policies of the Official Plan, lands described as Part of Lot 3, RCP H-744 Tarentorus, being Parts 3 & 4, 1R7274, Sault Ste. Marie, Located on the west side of Great Northern Road, approximately 90m (295.3') south of its intersection with Drive In Road, Civic No. 671, 671A & 683 Great Northern Road may be used for office uses of up to 30% gross leaseable area.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

6(6)(a)



SUBJECT PROPERTY MAP

APPLICATION A-2-08-Z-OP

Metric Scale
1 : 3000

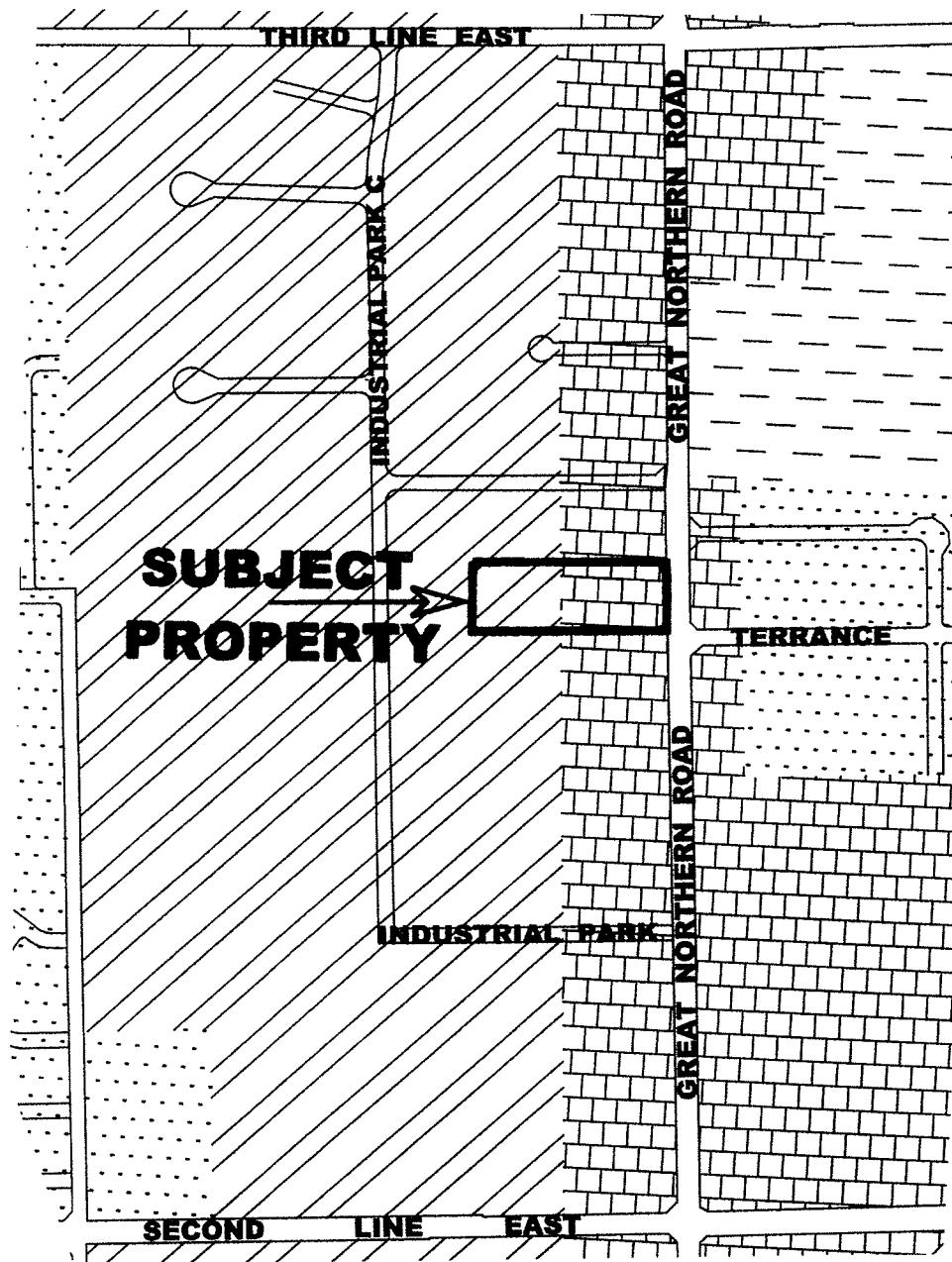


Maps 98 & 1-112



Subject Area - 671 & 683 Great Northern Road

6(6)(a)



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



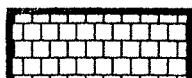
RESIDENTIAL



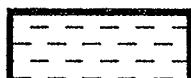
INDUSTRIAL



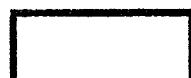
PARKS
RECREATIONAL



COMMERCIAL



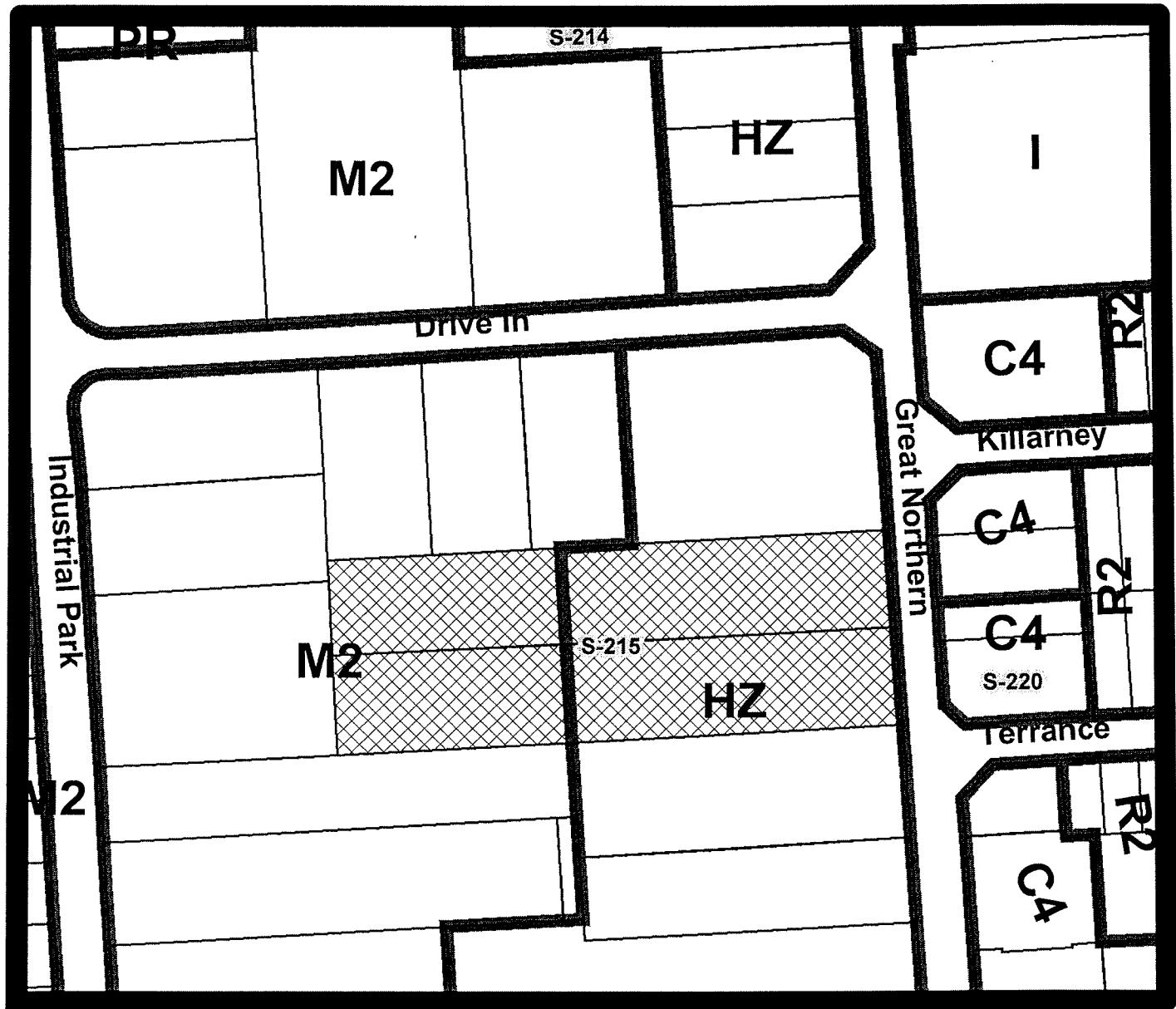
INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 142

6(6)(a)



EXISTING ZONING MAP

APPLICATION A-2-08-Z-OP

Metric Scale

1 : 3000



Maps 98 & 1-112



C4 - General Commercial Zone



R2 - Single Detached Residential Zone



HZ - Highway Zone



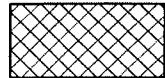
I - Institutional Zone



M2 - Medium Industrial Zone



PR - Parks and Recreation Zone



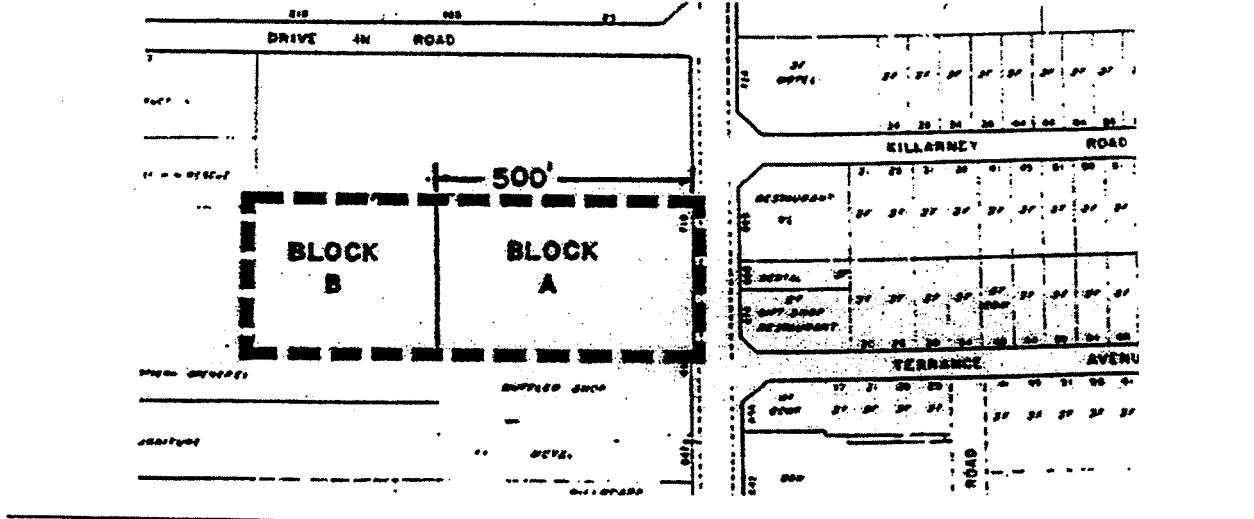
SUBJECT AREA - 671-683 Great Northern Road

**215 (862) LIMITED COMMERCIAL USES – 671 – 691 GREAT NORTHERN ROAD
{2007-71}**

Notwithstanding the provisions of By-law 2005-150, the lands described as the south half of part 13, Registrar's Compiled Plan No. H-744, civic No. 671-691 Great Northern Road and are shown outlined and marked Block 'A' on the subject property map attached as Schedule 867 hereto, may be used to permit the following uses, in addition to those permitted in the Highway Zone (HZ) so long as a minimum 7.62m landscaped strip be planted along Great Northern Road:

- 1. Accessory uses*
 - 2. Commercial cleaning business*
 - 3. Custom workshop – Establishments primarily engaged in producing special order goods for retail sale. Such uses may include but are not limited to, a local craft shop, including pottery, furniture, metal and wood made by hand.*
 - 4. Delivery and courier services*
 - 5. Dry cleaning establishment*
 - 6. Office uses: Up to a maximum of 15% of the gross leaseable floor area of the total development on Block A on Schedule 867 attached hereto.*
 - 7. Printing and related support activities*
 - 8. Professional scientific and technical services, including the offices of a property manager and real estate developer, such office uses are excluded from the maximum of 15% gross leaseable floor area outlined in subsection 6 of this by-law.*
 - 9. Retail sales of goods not specifically noted in the provisions of the Highway Zone outlined in Section 13.7 of By-law 2005-150 or this By-law – Up to a maximum of 50% of the gross leaseable floor area of the total development on Block A on Schedule 867 attached hereto.*
 - 10. Subcontractor's shop – Often referred to as Tradewperson's shops, these establishments are primarily engaged in a specific building trade. Installations and trade work is done off-site, however there is often a retail component associated with the use. Outdoor storage requirements associated with this use are minimal. Such uses may include the following or similar uses:*
 - a. Electricians Shop*
 - b. Exterior sideing and window contractor's*
 - c. Flooring shop*
 - d. Heating and Cooling Contractor's*
 - e. Plumber's Shop*
 - 11. Warehousing, wholesaling and distribution centre*

Schedule No. 867 to By-law 88-247



6(8)(a)



February 19, 2008

Mayor and City Council:

Attached is the Phase 3 Multi-Modal Report titled "*Business Case and Implementation Analysis*". This is the final report of a three phase study initiated in 2006 to evaluate the SSM multi-modal potential and opportunities. The study was undertaken by KPMG, Marshall Macklin Monaghan and RGF Consultants. It will be presented to Council by KPMG and the Task Force on February 25th.

Study Leadership and Coordination:

This study was funded by all three levels of government (Federal, Provincial and City of SSM) and was overseen by the Multi Modal Task Force (MMTF) with representatives from FedNor, Transport Canada, Ontario Ministry of Northern Development and Mines, Ontario Ministry of Transportation, City of SSM, SSMEDC, SSM Chamber of Commerce and the private sector (Algoma Steel and St. Marys Paper). Destiny SSM was responsible for the coordination and administration of the study.

Study Results:

Phase 1, the market component of the study was completed in January 2007. This phase evaluated all modes of transportation and the level of demand for a multi modal facility in SSM and concluded that "*based on total market size, industry characteristics, geographic attributes and quantum of resultant benefits*" there was a significant opportunity in the area of International Containers (rail to road). Subsequently the MMTF recommended that the study proceed but be limited to pursuing this identified opportunity.

Phase 2, Feasibility and Infrastructure Assessment, was completed in June of 2007. It focused exclusively on the road and rail requirements and provided an initial assessment of the financial viability of the opportunity. It identified the need for significant infrastructure investments totalling in the order of \$154 million. "*Of note, however is the fact that fully three-quarters of this investment (\$105 million) is required to address existing shortfalls in the transportation network servicing SSM*" A particularly urgent need is the required upgrading necessary to ensure the survival of the SSM/Sudbury rail line. The incremental multimodal cost is \$49 million of which \$28 million will be private sector investment and development of the intermodal terminal.

Phase 3, the final phase consists of a Business Case and Implementation Analysis. It concludes that a business case does exist. It identifies a number of challenges associated with this opportunity and makes recommendations regarding steps necessary to promote and implement the SSM Multimodal initiative. The most critical of these challenges is the need to involve the federal and provincial governments in cost sharing arrangements necessary to upgrade the existing Huron Central (CP) rail line. Accomplishing this will preserve existing infrastructure essential to ensure our community's competitive survival and is key to moving forward with the SSM multi modal initiative.

The MMTF recognizes that the challenges are considerable. However, we also recognize the tremendous opportunity associated with the preservation of existing infrastructure and development of this concept. Estimated benefits include:

- The creation of up to 950 new jobs, including 440 direct employment opportunities in SSM
- \$20 million in annual earnings
- \$1 million in property tax revenues and \$12 million in new taxation revenues to senior levels of government
- Preservation of existing and development of new infrastructure essential to the future growth of SSM and area

Next Steps

The report contains an outline of a recommended approach for moving this initiative forward. Briefly stated this is a two stage process. Step one is acquiring the government and private sector support necessary to enable the required rail line improvements. Step two consists of working with the key parties necessary to "make it happen". The report provides further detail regarding how to proceed.

The Committee recommends that Council charge the committee with the responsibility to pursue this initiative in a staged manner with regular reporting to Council on progress and recommendations regarding next steps.

It is expected that full implementation of this initiative will take several years and a significant strategic commitment on the part of the City, Federal and Provincial governments and private sector. Funding requirements are anticipated to be in the area of \$450,000 over four years. Acquiring this level of funding is dependent upon our ability to pursue and develop strategic federal, provincial and private sector partnerships. The immediate requirement is for a City commitment of \$50,000 for the continued management and administration of the initiative including expanding the mandate of the committee to include the addition of regional government, railway, logistical and other private sector representation, enlisting preliminary services of a logistics consultant and refining implementation strategies and pursuing strategic funding.

Recommendation of the Multi Modal Task Force

That Council approve the allocation of \$50,000 over the next six months, towards the continuance of the Committee's management and administration of the initiative including expanding the mandate of the committee to include the addition of regional government, railway, logistical and other private sector representation, refining implementation strategies, preliminary services of a logistics consultant and pursuing strategic funding and furthermore working in partnership with Federal and Provincial governments in securing additional funding of \$400,000 to assist in the full implementation of the initiative including securing customer base, working with railway and working with intermodal champions over the next four year period.

If you require any information or explanation regarding this initiative please don't hesitate to contact me at the address below.

Sincerely,



Bill Therriault
Chair/Coordinator, Multi Modal Task Force
Phone 705 779 2110
E Mail Therriault@sympatico.ca

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-36

EMPLOYEE ASSISTANCE PROGRAM: (P.5.) a by-law to authorize the renewal of the contract with the City's EAP services provider for the year 2008.

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

1. EXECUTION OF DOCUMENTS

The Mayor and Commissioner of Human Resources are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a EAP contract between the City and The Sault Ste. Marie and District Group Health Association for the year 2008. The term of the contract will run from January 1st, 2008 to December 31st, 2008.

2. 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 in open Council this 25th day of February, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

10(a)

Employee Assistance Services Agreement
Between
The Sault Ste. Marie and District
Group Health Association
And
The Corporation of the City of Sault Ste. Marie

- A. By this agreement, the Sault Ste. Marie and District Group Health Association's Employee Assistance Services will:
1. Provide Employee Assistance Services to City employees and their family.
 2. Provide an *unlimited number of counselling sessions* to City employees and their family.
(Counselling will be short-term to medium range with length of time)
 3. Provide an *unlimited number of worksite visits* to all City of Sault Ste. Marie facilities.
 4. Provide *consultation services* to the City's Human Resources Department, to supervisor's and union representatives.
 5. Conduct EAP *Information Sessions on-site* when requested.
 6. Provide *workshops* on specific subjects to City employee groups when requested.
(Relevant to work and family life.)
 7. Prepare *Quarterly Statistical Reports for the City's EAP Representative*.
 8. Support the City with its provision of an Employee Assistance Program.

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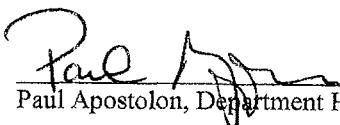
Page 2
EAP Services Agreement
City of Sault Ste. Marie

B. By this agreement The Corporation of the City of Sault Ste. Marie will:

1. Encourage the use of the EAP by City employees and actively facilitate access to the EAP by employees who may want assistance.
2. Provide the EAP counsellors with reasonable access to all employee groups for the purpose of informing employees about the EAP.
3. Maintain an ongoing EAP Representative.
4. Implement training workshops for supervisors and union representatives.
5. Provide opportunities for employees to receive workshops conducted by the Group Health Centre's Employee Assistance Services. Provide training time, meeting space, support services and audio/visual equipment.
6. Pay to the Sault Ste. Marie and District Group Health Association the sum of \$26,158.00. (Twenty-six Thousand One Hundred and Fifty-eight Dollars and No Cents) This will cover the period from January 1, 2008 to December 31, 2008.

C. 1. This agreement may be terminated by either party on written submission with 90 days notice.

Signed for
The Sault Ste. Marie
and District Group Health
Association


Paul Apostolon, Department Head, Counselling

Signed for
The Corporation of the
City of Sault Ste. Marie


John Luszka, Commissioner of Human Resources

Date December 31, 2007

John Rowswell, Mayor

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-35

HISTORIC SITES: (L.5.2.7.) A by-law to designate plaques and monuments as being of architectural or historic value or interest:

1. Louis Joliet located on a pedestal outside the entrance to the electrical generating station on Huron Street;
2. The Voyageurs located on a stone cairn in front of the Sault Ste. Marie Transit building on the west side of Huron Street;
3. Red River Expedition located on a stone cairn at the southeast corner of Queen Street West and Huron Street;
4. The Great War of 1914-1918 Veteran's War Memorial located at the top of Gore Street at Wellington Street.

WHEREAS Section 29 of the Ontario Heritage Act, R.S.O. 1990, c. O. 18 authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest; and

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie has caused to be served on the owners of the lands and upon The Ontario Heritage Trust, notice of intention to so designate the plaques and monuments and has caused such notice of intention to be published in the same newspaper having general circulation in the municipality for each of two consecutive weeks; and

WHEREAS no objections to the proposed designations have been served on the Clerk of the municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Ontario Heritage Act ENACTS as follows:

1. PROPERTIES DESIGNATED

There is designated as being of architectural or historic value or interest, the plaques and monuments described above.

2. HERITAGE DESIGNATION REPORT

The Heritage Designation Report of the Sault Ste. Marie Municipal Heritage Committee dated November 13, 2007 and recommending that the plaques and monuments be designated of significant cultural heritage value and interest pursuant to Part IV of the Ontario Heritage Act is attached as Schedule "A" to this by-law.

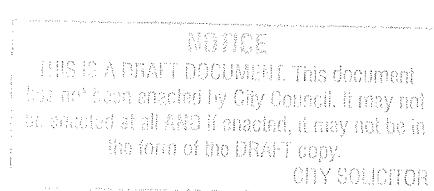
3. EFFECTIVE DATE

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

READ THREE TIMES and **PASSED** in Open Council this 25th day of February, 2008.

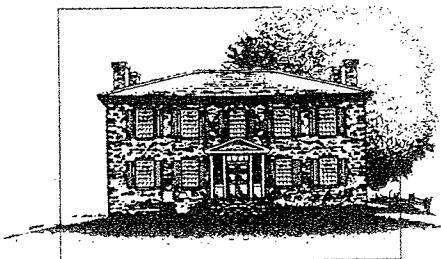
JOHN ROWSWELL - MAYOR

DONNA P. IRVING- CITYCLERK



Schedule "A"

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2007 11 13

*Sault Ste. Marie
Municipal Heritage Committee*

Mayor John Rowswell
and Members of City Council

New Ontario Soldiers' Reunion and Discovery Week Monuments and Plaques

Background

In 1923, the New Ontario Soldiers' Reunion and Discovery Week celebrations which took place between August 4th and 8th was a significant event in the history of Sault Ste. Marie. To quote Dr. Robert Ewing: "Its purpose was to commemorate the contribution of soldiers from "New Ontario", as Northern Ontario was known in World War I, and to mark the City's part in the history of Canada. Inspired by James Curran, the Editor of the Sault Star, the event brought back to the Sault over 1,000 men from the District of Algoma who had served in the war, as well as a large number of visitors. Two monuments and eleven "tablets" or plaques were put up under the auspices of the Sault Historical Society, the New Ontario War Memorial was unveiled, the cornerstone of the war memorial on the Court House grounds was laid, and the Historic Sites and Monuments Board of Canada erected a plaque at the site of the first canal in Sault Ste. Marie. Collectively, these reflect significant events in the discovery and early history of Sault Ste. Marie ". The significance of the event and the monuments and plaques erected during that week is outlined in the attached report authorized by Dr. Ewing.

To date, some of these monuments and plaques have been designated under Part IV of the Ontario Heritage Act, while others remain undesignated for various reasons. This report to you and the subsequent action which is requested, is a measure to further protect those important reminders of our history. The following is a summary of the status of the various monuments and plaques.

A. Designated Monuments and Plaques

Monuments and plaques currently designated under Part IV of the Ontario Heritage Act include:

1. Hudson's Bay Company plaque located on the St. Marys Paper Company head office at 75 Huron Street.
2. North West Company plaque located on the St. Marys Paper Company head office at 75 Huron Street.
3. French Explorers plaque on a stone cairn located at the site of the first canal on Huron Street.
4. Sault Ste. Marie Cenotaph located on the lawn of the Sault Ste. Marie Courthouse on Queen Street.

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5. The Capture of Michilimackinac plaque located on the Old Post Office building (now Sault Ste. Marie Museum) at the northwest corner of Queen Street East and East Street.
 6. The Early Missionaries – Jesuit Memorial monument located at the site of Precious Blood Cathedral on Queen Street East.
- B. Free standing monuments and plaques on private and public property and not designated under Part IV of the Ontario Heritage Act

The Sault Ste. Marie Municipal Heritage Committee proposes that the following monuments and plaques be designated under Part IV of the Ontario Heritage Act. Under the Act, private property owners are given 30 days notice to file an objection to the designation once a motion is passed by City Council.

1. Louis Joliet plaque erected on a pedestal located outside the entrance to the electrical generating station on Huron Street on private property owned by the Brookfield Power Corporation.
2. The Voyageurs plaque on a stone cairn located on public property in front of the Sault Ste. Marie Transit building on the west side of Huron Street.
3. Red River Expedition plaque on a stone cairn on public property located at the southeast corner of Queen Street West and Huron Street.
4. The Great War of 1914 - 1918 Veteran's War Memorial monument and plaque located on public property at the top of Gore Street at Wellington Street.

C. Plaques on private buildings not designated under Part IV of the Ontario Heritage Act

The Sault Ste. Marie Municipal Heritage Committee proposes that the following plaques be registered according to Part IV of the Ontario Heritage Act as those of cultural heritage value or interest under subsection 27(1.2). If a property is included under subsection 27(1.2) the owner of the property shall not demolish or remove a building on the property unless the owner gives Council 60 days notice in writing. Such notice would allow the City and the S.S.M. Municipal Heritage Committee an opportunity to meet with the owner of the property to discuss the heritage value of the plaque.

1. Simon Francis Daumont located on a building at the northwest corner of Queen Street West and Gore Street.
2. Champlain's Map located on the Royal Trust building at the northwest corner of Queen Street East and Elgin Street.
3. Sault du Gaston located on the former Scotiabank building on the northeast corner of Queen Street and Spring Street.
4. Jean Nicolet located on the Bank of Commerce building at the northwest corner of Queen Street East and Brock Street.
5. Ojibways of Pawating located on the Royal Bank building at the northeast corner of Queen Street East and Brock Street.

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At their May 2, 2007 meeting the members of the Sault Ste. Marie Municipal Heritage Committee approved the following resolution:

Moved by: A. McGregor
Seconded by: K. Marshall

"Resolved that the following process be implemented for the preservation of the Soldiers Reunion Plaques.

Part I Designate free standing plaques not on any designated properties.

Part II List those of Cultural interest that are on buildings that are not designated.

Part III Those already designated as part of the designated buildings."

CARRIED

Recommendation

The Sault Ste. Marie Municipal Heritage Committee requests that City Council approve:

1. The designation of the free standing monuments and plaques on private and public property under Part IV of the Ontario Heritage Act as listed above in item B; and
2. The registration of property and buildings bearing plaques which are considered of cultural heritage value or interest to the City of Sault Ste. Marie as listed above in item C.

Respectfully submitted for your consideration,



Roger Kinghorn, Chairperson
Sault Ste. Marie Municipal Heritage Committee

cc: L. Bottos, City Solicitor
J. Dolcetti, Commissioner of Engineering and Planning
N. Apostle, Commissioner Community Services

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

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HERITAGE DESIGNATION REPORT ON THE NEW ONTARIO SOLDIERS' REUNION AND DISCOVERY WEEK MONUMENTS AND PLAQUES.

Location:

- Jesuit Missionary Memorial - in front of Precious Blood Cathedral, Queen Street East
- Capture of Michilimackinac, 1812 - Sault Ste. Marie Museum (the Post Office in 1923), Queen Street East and East Street
- Ojibways of Pawating - at the Royal Bank, Queen Street East and Brock Street
- Jean Nicolet, Explorer, 1634 - at the Bank of Commerce, Queen Street East (at Brock Street)
- Sault Du Gaston, 1622 - Scotia Bank building (Imperial Bank), Queen Street East and Spring Street
- Champlain's Map, 1632 - Cochrane Building, Queen Street East and Elgin Street
- Simon Francis Daumont, Sieur St. Lusson, 1671 - building at west corner of Queen Street East and Gore Street
- To the Voyageurs - cairn, west side Huron Street, south of Queen Street West
- Red River Expedition, 1870 - cairn, southeast corner Huron and Queen Street West
- North West Company, 1783 - St. Marys Paper Co. office building, Huron Street
- Hudson's Bay Company, 1821 - St. Marys Paper Co. office building, Huron Street
- Map of Louis Joliet, 1674 - F.H.Clergue Generating Station
- Brule Memorial, 1622 - Sault Locks
- First Sault Ste. Marie Canal - cairn, St. Marys Paper Co. office building
- Veterans' War Memorial - Gore and Wellington Streets

Reason for Designation:

These plaques and monuments were erected during the Soldiers' Reunion and Discovery Week held in Sault Ste. Marie between August 4 and 8, 1923. Its purpose was to commemorate the contribution of soldiers from "New Ontario" as Northern Ontario was known, in World War I and to mark the city's part in the history of Canada. Inspired by James Curran, the editor of the Sault Star, the event brought back to the Sault over 1,000 men from the District of Algoma who had served in the war, as well as a large number of visitors. Two monuments and eleven 'tablets' or plaques were put up under the auspices of the Sault Historical Society, the New Ontario War Memorial was unveiled, the cornerstone

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of the war memorial on the Court House grounds was laid and the Historic Sites and Monuments Board of Canada erected a plaque at the site of the first canal in Sault Ste. Marie. Collectively, these reflect significant events in the discovery and early history of Sault Ste. Marie.

Historical Value:

The plaques and monuments commemorate a series of historical events ranging from the discovery of Sault Ste. Marie by Brule in 1622 to the Red River Expedition in 1870. As such, they form a reminder to citizens of the important role played by the area in the early history of Canada and are a reflection of growing pride in the city and nation epitomised by the Soldiers' Reunion and Discovery Week celebrations.

Architectural Value: Though individually interesting and attractive, the plaques and monuments do not possess particular architectural significance. Their value lies in the context within which they were created and promoted as part of a public celebration.

Contextual Value:

It was said that the participation of Canada in the First World War and the contributions of its military led to an increase in national pride and a renewed interest in, and discovery of, the country's early history.

The Reunion and Discovery Week celebrations were clearly intended to boost civic pride and to promote the city in the eyes of a wider region, as well as to recognise the sacrifices of the soldiers of "New Ontario". As J.W.Curran commented in the Sault Star on August 6,

"Discovery Week is celebrating much beside Brule. Perhaps the discovery that the Sault is something far better than a mere community of 22,000 is not its least interesting and important development."

And again,

"Here we will build a noble city of which it will be a badge of honor to be a citizen We shall also try and build a city that in the spirit of its people shall be a model to all communities."

Sault Ste. Marie, according to contemporary accounts, supported the events with enthusiasm. For example, it was reported in the Sault Star that the 200 soldiers and the Sudbury Regimental Band who arrived on the noon train on August 4

were met by 200 cars and 2,000 citizens and that, in all, 10,000 visitors came to the city by train, boat or car, for Discovery Week. Visitors were accommodated in private homes, commercial establishments, schools and in tent cities set up at Bellevue Park and the Exhibition Grounds. One honoured guest, making a return to the city whose industrial base he founded, was Francis H. Clergue, praised in the Star as having the "genius for finance and organization that turned a despairing little community into a prosperous city." Funds to support the events were raised by a variety of means, including the sale of Booster Club memberships, priced at between \$1 and \$5, which included a draw for a Maxwell, with a value of \$1,650. The cost of the tablets was donated by the Hudson's Bay Company, the Sir Garnet Wolseley Chapter of the IODE, the Lake Superior Paper Co. (two tablets), the Imperial Bank of Canada (two tablets), the Canadian Bank of Commerce, Cochrane-Dunlop Hardware, the Great Lakes Power Co., and Dr. W.A. Adams. The \$2,000 cost of the monument to the early missionaries was provided by the Roman Catholic people of the Sault. With an eye to the bottom line, the Sault Star estimated the Discovery receipts to be \$25,000 as against costs of \$18,000!

The programme for Discovery Week was interesting and varied and reflected the tenor of the times.

Sunday, August 5: Memorial Sunday:

Unveiling of the New Ontario War Memorial at the corner of Gore and Wellington Streets, laying of the cornerstone of the War Memorial at the Court House grounds and the unveiling of the monument to the Jesuit missionaries at Sacred Heart Church (now named Precious Blood Cathedral) on Queen Street were highlights of this day. It was estimated that 20,000 people saw 3,500 walk in the Memorial parade.

Monday, August 6: Amiens Day

Amiens day was marked by "a grand military spectacle". It was advertised as "A Real Attack on the Western Front" and took place at the Fair Grounds at 7.30 pm. A replica of the Snargate trench on the Vimy Ridge sector had been constructed and spectators were promised that a battalion of overseas veterans would attack the 'enemy' entrenchments, complete with rifle and machine gun fire, shrapnel, high explosives and bayonet assaults. Even a tank was to make an appearance. "War is Hell" claimed the advertisements, "Come and see a corner of it."

Tuesday, August 7: Discovery and American Day

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On this day a pageant depicting the arrival of Brule was enacted at the Canal grounds and the memorial to Brule and Grenoble and the cairn at the North West Company lock were unveiled. There were two performances of 'Hiawatha' by the Ojibway Indians from Garden River.

Wednesday, August 8: Hiawatha Day

Discovery Week concluded with 'The Pilgrimage of the Tablets' when the eleven historical plaques were unveiled. There were two further performances of 'Hiawatha'

There were concerts, sports events and parades to round out the programme; street dancing took place every night (except Sunday)

In reviewing the programme for the event, Mayor Dawson wrote in an editorial on August 4:

"Sault Ste. Marie is glad to welcome today the returned soldiers who have gathered here for the New Ontario Reunion and also the other visitors who are here for Discovery Week.

The Sault feels that it has every reason to be proud of the fact that its recorded history dates further back than that of any other community in the province of Ontario. 300 years is a short period in the history of the world but it is a long period in the history of North America.

The Sault's strategic position as a centre of commerce has been maintained ever since its discovery in 1622 by Brule. Here was the headquarters for many years, of the coureurs de bois and the adventurous traders of the Indians. Here were the posts in the later 18th Century and the early 19th Century of the North West Company and the Hudson's Bay Company. Today this is the home of the immense steel and paper industry and with the development of the natural resources of the Algoma district, its importance has been increased.

We feel we are welcoming you to no mean city and want you to enjoy its advantages to the full. The latch string is out. The city is yours."

Summary:

The monuments and plaques:

- are reminders of the long history of the Sault Ste. Marie and of a series of significant events,
- reflect the growth of civic pride and consciousness as the city emerged

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from the First World War and celebrated the Soldiers' Reunion and Discovery Week.

10/06

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-32

LEASE: A by-law to authorize a lease between The Corporation of the City of Sault Ste. Marie as Landlord and the Sault Area Hospital, as the Tenant dated January 1, 2008 for property located at 65 Old Garden River Road for the purpose of operating the central ambulance communication centre

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

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a lease between The Corporation of the City of Sault Ste. Marie and the Sault Area Hospital concerning a lease between the parties commencing January 1, 2008 for the operation of the central ambulance communication centre.

2. 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 in open Council this 25th day of February, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE
THIS IS A DRAFT DOCUMENT. This document has not been endorsed by City Council. It may not be enacted if it cannot be enacted in the form of the DRAFT copy.
CITY SOLICITOR

TENANCY AGREEMENT

THIS TENANCY AGREEMENT, made this 1st day of January, 2008.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called Landlord),

- and -

SAULT AREA HOSPITAL

(hereinafter called Tenant).

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

ARTICLE 1 - BASIC TENANCY AGREEMENT TERMS

1.1 General Location and Demised Premises Size:

(a) 65 Old Garden River Road, Sault Ste. Marie, Ontario
as shown cross hatched on the Site Plan attached hereto as Schedule A.

(b) 3,961 square feet

1.2 Parties and Notice Address:

Landlord: The Corporation of the City of Sault Ste. Marie
72 Tancred Street
Sault Ste. Marie, Ontario P6A 2W1

Attention: Fire Chief, Lynn McCoy
Fax Number: 705-949-2341

Tenant: Sault Area Hospital
965 Queen Street East
Sault Ste. Marie, Ontario P6A 2C4

Attention: Mike Murray

Fax Number: 705-256-3484

(Article 28)

1.3 Term:

Initial term: ten (10) years

(Section 4.1)

1.4 Options: After the initial term, the term may be extended for a five (5) year

term on terms to be mutually agreed to by the parties.

(Section 5.1)

1.5 Fixed Annual Rent:

(a) Lease Year 1: \$75,369.00 (calculated at \$19.00/sq ft on the 3,961 sq ft.)

(Article 6)

1.6 Use: A Central Ambulance Communication Centre for the provision of call taking and dispatching of Emergency Medical Services for the District of Algoma and the municipality of Chapleau.

1.7 Contents of Tenancy Agreement:

This Tenancy Agreement (the "Tenancy Agreement") consists of:

Pages 1 through 16

Sections 1.1 through 35.1

1.8 Schedules:

Schedule A - site plan of Emergency Services Complex

Schedule B - site plan of Demised Premises

ARTICLE 2 - DEFINITIONS

2.1 Where used in this Tenancy Agreement, including any Rider or Schedule attached hereto, the words set out below in parenthesis shall have the meaning set out opposite:

- (a) "**Building**" means the building constructed by the Landlord as shown on Schedule A attached hereto.
- (b) "**Demised Premises**" means those premises within the Building constructed by the Landlord, shown on Schedule B attached hereto.
- (c) "**Destruction**" means any damage or destruction by fire, elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause.
- (d) "**Fixed Annual Rent**" means annual rent specified in Section 1.5 and Article 6.
- (e) "**Improvements**" means any buildings and improvements now or hereinafter constructed on or about the Building.
- (f) "**Tenancy Agreement Interest Rate**" means the greater of (a) interest at the Prime Rate per annum plus two percent (2%) per annum or (b) ten percent (10%) per annum, or if such rate is illegal, at the highest rate permitted in law.
- (g) "**Tenancy Agreement Year**" means a period of twelve (12) consecutive calendar months, during the term of this Tenancy Agreement, the first Tenancy Agreement Year being the period of twelve (12) consecutive calendar months commencing from the Rent Commencement Date if the Rent Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Rent Commencement Date occurs if the Rent Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary

of such date of commencement, and each succeeding Tenancy Agreement Year during the term of this Tenancy Agreement, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Tenancy Agreement Year preceding it.

- (h) "**Other Charges**" means all sums and amounts accruing or becoming due and payable by Tenant pursuant to the term of this Tenancy Agreement, excepting only Fixed Annual Rent as provided in Article 6.
- (i) "**Prime Rate**" means the rate of interest per annum established by the Bank of Nova Scotia, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.
- (j) "**Redelivery Date**" means the date, following a casualty, on which the Landlord's architect, or contractor having charge of the restoration certifies the same as having been substantially completed and Tenant receives notice thereof along with written approvals which may be required from any governmental agency (provided the work has in fact been completed).
- (k) "**Renewal Period**" means the option period or periods specified in Section 1.4.
- (l) "**Rent Commencement Date**" means the date which the Tenant commences the provision of services from the Demised Premises.

ARTICLE 3 - DEMISED PREMISES

3.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 4 - TERM AND INTERIM TERM

4.1 The term of this Tenancy Agreement shall commence on the date hereof and shall continue for the period of time specified in Section 1.3, unless previously terminated or extended as in this Tenancy Agreement provided.

4.2 Notwithstanding anything else contained in this Tenancy Agreement, if at any time during the term of this Tenancy Agreement, including any renewal, the Tenant is unable to continue its operation on the Demised Premises due to lack of government funding, the Tenant shall surrender this Tenancy Agreement upon the greatest possible notice to the Landlord, being not less than three (3) months, or upon payment of three (3) months' minimum rent and Additional Rent to the Landlord in lieu of notice, in which case the Tenant shall be released from all further liability and obligations hereunder, subject to leaving the Demised Premises in a good state of repair, reasonable wear and tear excepted.

ARTICLE 5 - RENEWAL PERIODS

5.1 Twelve (12) months prior to the expiry of the Initial Term, the Landlord and Tenant will enter into good faith negotiations with a view of extending the term of this Tenancy Agreement, on terms mutually satisfactory to the parties, acting reasonably.

ARTICLE 6 - FIXED ANNUAL RENT

6.1 The Fixed Annual Rent, commencing on the Rent Commencement Date for the term of this Tenancy Agreement shall be as specified in Section 1.5, unless abated or diminished as hereinafter provided. Tenant shall pay the Fixed Annual Rent to

Landlord at the address of Landlord set forth in Section 1.2 (or such other address as Landlord may advise in writing) commencing on the Rent Commencement Date and thereafter in equal monthly installments in advance on the first day of each month.

ARTICLE 7 - USE AND OCCUPANCY

7.1 The Demised Premises shall only be used for the use specified in Section 1.6.

7.2 Landlord warrants to Tenant that Tenant, while carrying on the use specified in Section 1.6 on the Demised Premises, will not be in violation of any agreements which Landlord may have with lenders, governmental authorities or any others and Landlord shall indemnify and hold Tenant harmless from any claims to the contrary including loss suffered by reason thereof, excluding consequential damages.

ARTICLE 8 - REPAIRS

8.1 Subject to Section 8.2 and to Article 10 and Article 23, and events as otherwise set out herein, the Tenant shall make all necessary non-structural repairs to the Demised Premises including repairs to the interior exposed plumbing and exposed portions of the electrical systems and those required as a result of Tenant's negligence except that Tenant shall not be obligated to make any of the foregoing arising out of or in any way connected with (a) fire or other casualty, (b) settling, or (c) the negligence of Landlord or those for which it is in law responsible.

8.2 The Landlord is responsible, including all costs, for the repair and replacement of all items which are not the responsibility of the Tenant including the structural elements of the Demised Premises and the Building including but not limited to the foundations, bearing walls and exterior finishes. The Landlord shall be responsible for all cost to maintain, repair and replace the heating, ventilating and air conditioning systems serving the Demised Premises and the roof, including the roof membrane and structural elements of the roof, except to the extent that any such repairs or replacements are caused by the negligent or willful acts or omissions of the Tenant. In addition, the Landlord, at its sole cost and expense shall be responsible for any repairs and replacements to the parking areas and driveways serving the Demised Premises including but not limited to repairing and replacing paving and substrata thereof.

8.3 Tenant may give the Landlord notice of such repairs as may be required under the terms of this Article, and Landlord shall proceed forthwith and commence to effect the same with reasonable diligence, but in no event later than ten (10) days after having received notice. In event of an emergency the Tenant shall be empowered to undertake immediate repairs of such nature as would normally be the Landlord's responsibility, and notify the Landlord promptly after such repairs have been undertaken. If the Landlord fails to repair or maintain the Demised Premises within the ten (10) day period imposed herein (which 10 day period may be extended for up to an additional 20 days if the matter could not reasonably be cured within the first 10 days and Landlord commences to cure within such 10 days and diligently thereafter pursues such cure to completion), or in the case of any emergency as above stated, the Tenant may in the event that same in Tenant's reasonable judgment may materially adversely affect the Tenant's business operations in the Demised Premises, perform the repairs or maintenance and deduct the reasonable cost thereof from the rental or rentals next coming due.

8.4 Landlord agrees to indemnify and hold Tenant harmless from and against all loss, damage or injury to the Demised Premises and to Tenant's fixtures and other property therein, due to or occasioned by any overflow, or leakage or defect of exterior walls or the roof or foundation, or from subterranean leaks, or from leakage or defect of any service lines located outside of the Demised Premises and also from and against all reasonable expense incurred by Tenant in connection therewith. The foregoing indemnity shall be applicable only if the loss, damage or injury is caused by the failure of Landlord to make repairs or the negligence of Landlord, its agents or employees.

8.5 In making repairs, whether to the Demised Premises or the Building, the Landlord in so doing shall not unreasonably interfere with Tenant's ability to carryon its business.

ARTICLE 9 -

INSURANCE AND INDEMNITY

9.1 Landlord agrees to maintain insurance policies providing against loss by fire, lightning, and such other perils as may from time to time be included in the standard fire insurance additional perils supplementary contract generally available in the jurisdiction where the Demised Premises is located and malicious mischief covering the Building and the other Improvements in the Demised Premises. The policies covering the Demised Premises required under this Section 9.1 shall contain the following endorsements:

- (a) A thirty (30) day notice of cancellation of insurance to all who are or become additional insureds as required under this Tenancy Agreement;
- (b) An endorsement naming Tenant (and any future occupants(s) of the Demised Premises designated by Tenant) as an additional insured;
- (c) An endorsement whereby insurer acknowledges that Landlord has waived any and all rights of recovery against Tenant and any other occupant(s) of the Demised Premises for damage or destruction to any or all of the Improvements including the Demised Premises, whether or not caused by acts or negligence of Tenant or said occupant(s) or any of their agents or employees; and
- (d) An endorsement whereby insurer waives all rights of subrogation against Tenant and any other occupant(s) of the Demised Premises and any of their agents or employees.

All policies of insurance required under Section 9.1 shall be written and signed by solvent and responsible insurance companies reasonably satisfactory to Tenant and authorized to do business in the jurisdiction wherein the Demised Premises is located and shall be for the full replacement value of the buildings and other improvements required to be insured hereunder. Such policy or policies shall provide that the proceeds of any loss shall be payable to Landlord and Tenant and to the holder (as its interest may appear) of any mortgage to which this Tenancy Agreement is subordinate so long as such holder and future holders of such mortgage are obligated to apply proceeds of insurance in the manner provided for in this Tenancy Agreement. Within fifteen (15) days after the date on which Tenant opens to the public, Landlord shall provide Tenant with certificates from Landlord's insurers evidencing the insurance coverages required under this Article 9. In addition, Landlord shall deliver to Tenant not later than thirty (30) days prior to the expiration of any policies required hereunder, renewal policies, or insurer's certificates thereof.

9.2 Landlord hereby waives all rights of recovery against Tenant and any other occupant(s) of the Demised Premises and any of their agents and employees for damage or destruction to any and all of the Improvements including the Demised Premises arising out of fire or other casualty whether or not caused by acts or negligence of the aforementioned persons. Tenant, to the extent of reimbursement under any insurance policy that it may carry, hereby waives all rights of recovery against Landlord, its agents and employees for damage or destruction to its fixtures and equipment arising out of fire or other casualty whether or not caused by the acts or negligence of Landlord, its agents or employees.

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9.3 Landlord shall maintain, at its own cost and expense, public liability insurance having minimum limits of coverage as follows:

- (a) \$1,000,000.00 bodily injury per person;
- (b) \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage.

and said public liability policy shall contain the following provisions:

1. Tenant shall be named as an additional insured endorsed in the insurance contract but only to the extent of losses or claims caused by or arising out of the negligent acts of the named insured (Landlord), named insured's employees, agents and partners";
2. An agreement providing that the hold harmless and indemnification wording of this Tenancy Agreement is insured as a contractual obligation; and
3. A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Tenancy Agreement.

9.4 Tenant shall maintain, at its own cost and expense, public liability insurance having minimum limits of coverage as follows:

- (a) \$1,000,000.00 bodily injury per person;
- (b) \$5,000,000.00 per occurrence combined single limit for bodily injury, personal injury and property damage.

and said public liability policy shall contain the following provisions:

1. Landlord shall be named as an additional insured endorsed in the insurance contract but only to the extent of losses or claims caused by or arising out of the negligent acts of the named insured (Tenant), named insured's employees, agents and partners";
2. An agreement providing that the hold harmless and indemnification wording of this Tenancy Agreement is insured as a contractual obligation; and
3. A thirty (30) day notice of cancellation of insurance to all who are or who become additional insureds as required in this Tenancy Agreement.

9.5 The Tenant agrees to indemnify and hold Landlord harmless from and against all loss, damages or costs arising from the Tenant's use of the Demised Premises and its operations thereon and also from and against all reasonable expense incurred by Landlord in connection therewith arising out of the negligence of Tenant, its agents or employees.

ARTICLE 10 - REQUIREMENTS OF LAW AND FIRE INSURANCE

10.1 Except for matters which are the responsibility of the Tenant under this Tenancy Agreement, the Landlord, at its own expense, shall comply with and conform to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of the Insurers' Advisory Organization or of any body having similar functions, or of any liability or fire insurance

company by which the Landlord may be insured affecting the operation, condition, maintenance, use or occupation of the Demised Premises or any part thereof, or be required on account of any particular use to which the Demised Premises or any part thereof may be put, and whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties.

10.2 Tenant shall comply with and shall from time to time conform the Demised Premises, at its own expense, to the requirement of every applicable lawful statute, law, by-law, ordinance, regulation and order and with every reasonable regulation and order of the Insurers' Advisory Organization or of any body having similar functions, or of any liability or fire insurance company by which the Landlord may be insured, affecting the operation, condition, maintenance, use or occupation of the Demised Premises or be required on account of any particular use to which the Demised Premises may be put, but only insofar as the necessity therefore shall arise solely out of the manner or method of use of the Demised Premises. Provided however, that the foregoing shall not require Tenant to make any structural or extraordinary changes, alterations, installations or repairs at any time. Landlord shall comply with all of such requirements except to the extent that Tenant is obligated to comply therewith. Tenant shall have the right upon giving notice to Landlord to contest any obligations imposed upon Tenant pursuant to the provisions of this Section 10.2 and to defer compliance during the pendency of such contest, if the failure of Tenant to so comply will not subject Landlord to criminal penalty. Landlord shall cooperate with Tenant in such contest and shall execute any documents reasonably required in furtherance of such purpose.

10.3 Landlord and Tenant shall at all times and in all respects comply with all Environmental Laws as hereinafter defined. Landlord represents and warrants that the Rent Commencement Date: (a) the Demised Premises will be in compliance with all Environmental Laws, and (b) there will be no Hazardous Materials (hereinafter defined), in the Demised Premises, except in compliance with all Environmental Laws. "Environmental Laws" means any and all federal or other applicable governmental laws, by-laws and regulations, including without limitation any and all requirements to register underground storage tanks, relating to: (i) emission, discharges, spills, releases or threatened releases of pollutants, contaminants, "Hazardous Materials" (as hereinafter defined), or hazardous or toxic materials or wastes onto land or into ambient air, surface water, ground water, wetlands, septic systems; (ii) the use, treatment, storage, disposal, handling, of Hazardous Materials or hazardous and/or toxic wastes, material products or by-products (or of equipment or apparatus containing Hazardous Materials), or (iii) pollution or the protection of human health or the environment. "Hazardous Materials" means (A) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws, (B) petroleum and petroleum products including crude oil and any fractions thereof; (C) natural gas, synthetic gas, and any mixtures thereof; (D) asbestos or any material which contains any hydrated mineral silicate, including, but not limited to chrysotile, amosite, crocidolite, tremolite, anthophyllite, or actinolite, whether friable or non-friable; (E) PCB's or PCB-containing materials, or fluids; (F) radon; (G) any other hazardous or radioactive substance, material, contamination, pollutant, or waste; and (H) any substance with respect to which any Environmental Law or Governmental Authority requires environmental investigation, monitoring or remediation. For purposes hereof, "Governmental Authority" shall mean any local, regional provincial or federal entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body.

10.4 Landlord shall indemnify, defend and hold Tenant and Tenant's officers, employees, agents, contractors, lenders, legal advisors, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation) arising from or in connection with any Hazardous Materials present in the Demised Premises on the Rent Commencement Date which are not in compliance with all Environmental Laws in effect on such Date.

10.5 Landlord shall indemnify, defend and hold Tenant and Tenant's officers, employees, agents, contractors, lenders, attorneys, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or

liabilities (including reasonable legal fees and other costs of litigation) arising from or caused in whole or in part, directly or indirectly, by any of the following:

- (a) the discharge in or from the Demised Premises by Landlord or its employees, agents, contractors, lessees, and sub-lessees (collectively, "Landlord's Parties") of any Hazardous Material which are not in compliance with all Environmental Laws or the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in, on, under, about, or from the Demised Premises by any of the Landlord's Parties, or
- (b) the failure of any of the Landlord's Parties to comply with any Environmental Law, or
- (c) the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in, on, under, about, or from the Demised Premises by anyone other than the Landlord's Parties or the Tenant or its employees, agents, contractors, lessees, and sub-lessees (collectively, "Tenant's Parties")

10.6 Tenant shall indemnify, defend and hold Landlord and Landlord's officers, employees, agents, contractors, lenders, attorneys, successors and assigns, free and harmless from and against any claims, damages, losses, forfeitures, penalties, expenses or liabilities (including reasonable legal fees and other costs of litigation), arising from or caused in whole or in part, directly or indirectly, by any of the following:

- (a) the discharge in or from the Demised Premises by the Tenant's Parties of any Hazardous Material which are not in compliance with all Environmental Laws or the disposal, release, threatened release, discharge, or generation of Hazardous Material which are not in compliance with all Environmental Laws to, in, on, under, about, or from the Demised Premises by any of the Tenant's Parties, or
- (b) the failure of any of the Tenant's Parties to comply with any Environmental Law.

10.7 The indemnifying party under Section, 10.4, 10.5, or 10.6 shall be liable for all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination and preparation and implementation of any closure, remedial action or other required plan necessitated by any violation by the indemnifying party of any provision of this Tenancy Agreement or any Environmental Law. The indemnifying party's liability hereunder shall survive the expiration or earlier termination of this Tenancy Agreement.

10.8 If during the Term, Hazardous Materials which are not in compliance with all Environmental Laws are discovered in any portion of the Demised Premises, save and except if such Hazardous Material resulted from Tenant's operations, Landlord, at Landlord's sole expense and without right of reimbursement from Tenant will immediately undertake or cause to be undertaken remediation or removal of the Hazardous Material in accordance with all Environmental Laws, and to the extent Tenant's business is interrupted during the remediation or removal, Tenant's rent will be abated as is fair and reasonable under the circumstances.

ARTICLE 11 - ACCESS TO PREMISES

11.1 Tenant shall permit Landlord to enter upon the Demised Premises at all reasonable times approved by Tenant to make repairs, changes, replacements and restorations to the Demised Premises which are required to be made by Landlord, provided that Landlord shall not unreasonably interfere with the conduct of Tenant's operations therein.

ARTICLE 12 - UTILITIES AND GROUNDS MAINTENANCE

12.1 Save as otherwise provided for in this Tenancy Agreement, the Tenant shall be solely responsible for the operation and maintenance of the Demised Premises, including the payment of and responsibility for:

- (a) all license fees, water, sewer and garbage taxes and rates;
- (b) all telephone, fax and internet costs'
- (c) all minor building maintenance in the Demised Premises, and
- (d) cleaning of the Demised Premises; and

12.2 Save as otherwise provided for in this Tenancy Agreement, the Landlord shall be solely responsible for the operation and maintenance of the building, including the responsibility for:

- (a) all electricity, heat, water, sewage, garbage collection, insurance (subject to section 9), snow removal and ground maintenance; and
- (b) facility management, administration and janitorial for all common areas.

12.3 Landlord and the Tenant agree that share of the cost for the services provided for Section 12.2 shall be shared as follows:

- (a) the Landlord shall bear 80% of the costs; and
- (c) the Tenant shall bear 20% of the cost.

For the purposes of the calculation in Section 12.3, the Landlord and the Tenant agree that 50% of the shared space (787.5 square feet for the training room and 1,621.6 square feet for the lockers-washrooms) equals 1,204.55 square feet. The area exclusively leased to the Tenant is 3,961 square feet for a total of 5,165.55 square feet. The total area of the area referenced in sectioned 1.1 of the lease is 25,104.8 square feet. The 5,165.55 square feet is approximately 20% of the total square footage of the building envelope.

ARTICLE 13 - FIXTURES

13.1 All fixtures and equipment whether owned by Tenant or leased by Tenant from a lessor/owner (hereinafter called the Equipment Lessor) installed in the Demised Premises by Tenant regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time. In no event (including a default under this Tenancy Agreement) shall Landlord have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures and equipment and Landlord agrees to execute and deliver to Tenant and Equipment Lessor, within ten (10) days after request therefore, any document required by Tenant or Equipment Lessor in order to evidence the foregoing. Tenant shall promptly repair all damage to the Demised Premises caused by the removal of any such fixtures or equipment.

13.2 In the event Tenant shall enter into any arrangement to finance all or any portion of its fixtures or equipment either before or after the installation thereof in the Demised Premises and whether such financing shall be in the form of a mortgage, financing agreement, equipment lease, equipment sale-leaseback or otherwise and in the event the lessor or secured party thereunder (hereinafter called the Owner/Secured Party) shall require a copy of any notice sent by Landlord to Tenant under this Tenancy Agreement to also be sent to the Owner/Secured Party, then Landlord shall simultaneously send a copy of any such notice to such Owner/Secured Party at the address furnished to Landlord. The copy of any such notice shall be sent to such

Owner/Secured Party in the same manner as notices are required to be sent and in the same manner as such notice is being sent to Tenant hereunder. Landlord further agrees that any such Owner/Secured Party shall have the right, but not the obligation to

remedy or cure any default of Tenant under this Tenancy Agreement within a period of time which shall in all events be thirty (30) days longer than the period of time granted to Tenant to remedy or cure any such default under this Tenancy Agreement.

ARTICLE 14 - ASSIGNMENT AND SUBLetting

14.1 The Tenant, without the Landlord's consent, may assign, sublet, license or franchise all or any part of the Demised Premises or assign the Tenancy Agreement to a successor of the Tenant which has the responsibility for providing the services specified in Section 1.6 hereof. Any other assignment of this Tenancy Agreement or sublease of the Demised Premises shall require the consent of the Landlord, which consent may be unreasonably withheld.

ARTICLE 15 - LANDLORD'S TITLE

15.1 Landlord warrants and represents to Tenant that Landlord has the right and lawful authority to enter into this Tenancy Agreement for the term hereof (including the Renewal Periods), that Landlord is the owner of the Demised Premises and that title to the Demised Premises is and shall continue to be, until the Rent Commencement Date, free and clear of any liens and encumbrances. Landlord covenants and agrees to execute any documents reasonably required by Tenant for the purpose of curing any title defects, and for the purpose of permitting Tenant to register notice thereof on title.

ARTICLE 16 - QUIET ENJOYMENT

16.1 Landlord covenants and agrees that Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, appurtenances and privileges belonging or in anyway appertaining thereto during the full term of this Tenancy Agreement and any extension thereof.

ARTICLE 17 - UNAVOIDABLE DELAYS

17.1 If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Tenancy Agreement by any strike, lockout, labour dispute, inability to obtain labour or material, Act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty or by any other event similar to the foregoing beyond the control of such party, then the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay. If either party shall, as a result of any such event, be unable to exercise any right or option within any time limit provided therefore in this Tenancy Agreement, the time for exercise thereof shall be postponed for the period of time consumed by such delay.

ARTICLE 18 - END OF TERM

18.1 Upon expiration or other termination of the term of his Tenancy Agreement, Tenant shall peaceably and quietly quit and surrender the Demised Premises in good order and condition, reasonable wear and tear and damage by fire, the elements, or any other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or other casualty or causes beyond Tenant's control, and repairs

10(c)

which are provided to be the responsibility of the Landlord by the terms of this Tenancy Agreement, excepted.

ARTICLE 19 - HOLDING OVER

19.1 Except as otherwise set forth in this Tenancy Agreement, should Tenant hold over in possession after the expiration of the term of this Tenancy Agreement or any extension thereof without renewal, such holding over shall not be deemed to extend the term or renew this Tenancy Agreement; but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Fixed Annual Rent in effect immediately preceding such expiration.

ARTICLE 20 - LANDLORD'S DEFAULT

20.1 If Landlord shall be in default in the observance or performance of any covenant or obligation herein to be observed or performed by it, Tenant may after thirty (30) days notice that Tenant intends to cure such default or without notice, if in Tenant's reasonable judgment an emergency shall exist, cure such default and Landlord shall pay to Tenant upon demand the reasonable cost thereof plus interest at the Tenancy Agreement Interest Rate, failing which Tenant may deduct same from any payments of Fixed Annual Rent and/or Other Charges.

20.2 Tenant shall not except in an emergency, commence to cure any default of such a nature that said default could not reasonably be cured within such period of thirty (30) days, if Landlord promptly commences and thereafter proceeds with due diligence and in good faith to cure such default.

20.3 Any such deduction by Tenant from Fixed Annual Rent and/or Other Charges shall not constitute a default unless Tenant shall fail to pay the amount of such deduction to Landlord within thirty (30) days after final adjudication by a court of competent jurisdiction that such amount was not properly deductible by Tenant from Fixed Annual Rent and/or Other Charges as in this Tenancy Agreement provided and is owing to Landlord.

ARTICLE 21 - ADDITIONAL CHARGES

21.1 If Tenant shall be in default hereunder, Landlord, after thirty (30) days notice that Landlord intends to cure such default, shall have the right, but not the obligation, to cure such default and Tenant shall pay to Landlord upon demand as additional charges the reasonable cost thereof plus interest at the Tenancy Agreement Interest Rate. Landlord shall not commence to cure any default of such a nature that could not reasonably be cured within such period of thirty (30) days, if Tenant commences to cure same within said period, so long as Tenant proceeds with reasonable diligence and in good faith to cure such default. In the event of any dispute between the parties as to the right of the Landlord to claim the payment of any such additional charges as in this Article provided, the Landlord shall not be entitled to terminate this Tenancy Agreement or to re-enter the Demised Premises by reason of any nonpayment of such additional charges unless the Tenant shall fail to pay to the Landlord the amount of any such additional charges within ten (10) days after notice to the Tenant of a judgment in favour of Landlord by a court of competent jurisdiction.

ARTICLE 22 - TENANT'S DEFAULT

22.1 Subject to the provisions of Section 20.3 and Article 21, proviso for re-entry by the Landlord on nonpayment of Fixed Annual Rent or Other Charges or non-performance of covenants, with the exception of a bona fide dispute as to Tenant's liability herein to make repairs. Provided that the Landlord shall not exercise its rights of re-entry unless and until it shall have given written notice of the default complained of to

the Tenant, and to any mortgagee of the Tenant who shall have notified the Landlord of its mortgage and provided an address for notice; and

- (a) in the case of default in the payment of Fixed Annual Rent or Other Charges, the same shall not have been paid within ten (10) days of the date of receipt of such notice by the Tenant; or
- (b) in the case of any other default, the same shall not have been corrected within a reasonable time having regard to the nature of the breach complained of, such time in any case not to be less than thirty (30) days.

22.2 If pursuant to an order, judgment or decree entered by any court of competent jurisdiction (a) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed, or (b) Tenant shall be adjudicated a bankrupt or insolvent, or (c) a petition seeking reorganization of Tenant or an arrangement with creditors or a petition to take advantage of any insolvency law shall be approved, and Fixed Annual Rent and Other Charges shall not thereafter be paid in accordance with the terms hereof, Landlord may serve notice of termination of this Tenancy Agreement upon Tenant, stating the date of termination, which date of termination shall be at least ten (10) days after the date on which such notice is served, and upon the date specified in such notice this Tenancy Agreement and the term hereof shall cease and expire, and Tenant shall then quit and surrender the Demised Premises, but Tenant shall remain liable as hereinafter provided. If this Tenancy Agreement and the term hereof shall cease and expire in accordance with this Section 22.2, Landlord may re-enter and remove Tenant or any other occupant of the Demised Premises, by summary proceedings or otherwise, and remove their effects and hold the Demised Premises as if this Tenancy Agreement had not been made.

22.3 After a re-entry in accordance with Section 22.1 or 22.2, (a) the Fixed Annual Rent and Other Charges shall be paid up to the date of such re-entry, (b) Landlord may re-let the Demised Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the term of his Tenancy Agreement, and (c) Tenant shall pay to Landlord, as liquidated damages, any deficiency between the Fixed Annual Rent and Other Charges due hereunder and the amount, if any, of the rents collected on account of the new lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Tenancy Agreement (not including any Renewal Periods the commencement of which shall not have occurred prior to such re-entry). In computing such liquidated damages there shall be added to said deficiency the expenses which Landlord incurs in connection with re-letting the Demised Premises and reasonable legal and brokerage fees. Such liquidated damages shall be paid by Tenant in monthly installments on the dates specified in this Tenancy Agreement for payment of Fixed Annual Rent and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord shall not be liable for failure to re-let the Demised Premises or, in the event that the Demised Premises are re-let, for failure to collect the rent under such re-letting, unless Landlord shall not have used its best efforts to promptly re-let the Demised Premises for the reasonable rental value thereof and to collect the rent under such re-letting. Landlord shall use its best efforts to mitigate damages.

22.4 Landlord hereby expressly waives any and all rights granted by or under any present or future laws to re-enter the Demised Premises, to dispossess Tenant or any other occupant thereof or remove their effects not previously removed by them, or to terminate this Tenancy Agreement for any reason or in any manner other than as set forth in Section 22.1, 22.2 or 23.2.

ARTICLE 23 - DAMAGE OR DESTRUCTION

23.1 In the event of any damage or destruction by fire, the elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause, (hereinafter called the Destruction) to all or any part of the Improvements, Landlord shall commence promptly, and with due diligence continue, to restore same to substantially the same condition as existed immediately preceding the Destruction, except as otherwise provided in this Article. If the damage or destruction is partial, Landlord shall complete the restoration within ninety (90) days after the Destruction. If the damage or destruction is total, Landlord shall complete the restoration within one hundred and twenty (120) days after the Destruction. Tenant shall have the right to require Landlord to make changes to the Demised Premises in the course of such restoration. If the cost and expense of restoration of the Demised Premises is increased by any change or changes required by Tenant then Tenant shall pay to Landlord, as additional charges after the completion of such restoration within thirty (30) days after demand therefore, the amount by which the cost and expense of restoration of the Demised Premises was thereby increased.

23.2 If, as a result of any Destruction, fifty percent (50%) or more of the total floor area of the Demised Premises is damaged, destroyed or rendered non-tenantable when less than two (2) years remain under the term of this Tenancy Agreement (and if said term shall have been extended, then this provision shall apply only to the last two (2) years of the then existing Renewal Period), Landlord or Tenant may elect to terminate this Tenancy Agreement by giving notice to the other of such election on or before the date which is ninety (90) days after the Destruction, stating the date of termination, which shall be not more than thirty (30) days after the date on which such notice of termination shall have been given, and (a) upon the date specified in such notice this Tenancy Agreement and the term hereof shall cease and expire and (b) any Fixed Annual Rent and Other Charges paid for a period after the date of the Destruction shall be refunded to Tenant upon demand. Landlord's notice of termination hereunder shall be null and void if Tenant, within thirty (30) days after receipt of such notice from Landlord, shall give notice of the exercise of an option to extend the term for the next succeeding Renewal Period.

23.3 If, as a result of any Destruction, Tenant loses the use of the whole or any part of the Demised Premises, Fixed Annual Rent and Other Charges shall abate to the extent Tenant is deprived of such use until the earlier of (i) sixty (60) days following the Redelivery Date; or (ii) the date on which Tenant again commences to provide its services from the repaired Demised Premises. If by reason of any Destruction Tenant, in its reasonable judgment, determines that to remain open for business is not practicable and Tenant closes the Demised Premises, Fixed Annual Rent and Other Charges shall be abated in full until the condition which caused Tenant to so close shall have been remedied.

23.4 Insurance proceeds for Destruction to the Improvements up to and including Fifty Thousand Dollars (\$50,000.00) shall be paid directly to Landlord and used by Landlord solely for restoration as required under this Tenancy Agreement. Insurance proceeds in excess of Fifty Thousand Dollars (\$50,000.00) shall be deposited in trust with a bank or trust company acceptable to Tenant as trustee under the control of Landlord and Tenant, or, if the holder of the first mortgage on the Demised Premises shall be a bank, trust company or insurance company, such proceeds shall be deposited in trust with such holder, as trustee, and be held for restoration as provided in this Tenancy Agreement. Said trustees or trustee shall disburse the same to Landlord in amounts requested by Landlord upon certification by Landlord that the amounts requested either shall have been paid in connection with such restoration or shall be due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or have furnished materials for such restoration, and upon completion of said restoration, the remaining balance, if any, of such proceeds shall be paid to Landlord upon demand.

23.5 If Landlord is obligated to repair the Demised Premises under the terms of this Article, but does not commence within thirty (30) days of damage, and continue the repair of the Demised Premises thereafter with reasonable dispatch Tenant shall have the

right upon notice to Landlord, to repair the Demised Premises at Landlord's sole cost and expense. If Tenant elects to repair, Landlord shall, promptly pay to Tenant any insurance proceeds in respect of the damage. Further, Landlord shall reimburse Tenant upon demand for any cost or expense incurred by Tenant for such repair. Until Tenant has been fully reimbursed for such costs and expense plus interest at the Tenancy Agreement Interest Rate, Tenant may deduct the same from any payments of rent.

ARTICLE 24 - LANDLORD'S PAYMENTS

24.1 All taxes, assessments and charges on the Demised Premises and obligations secured by mortgage or other lien upon the Demised Premises shall be paid by Landlord when due. In addition to any other rights, Tenant may perform, acquire or satisfy any lien, encumbrance, mortgage or agreement of Landlord which may threaten Tenant's enjoyment of the Demised Premises, and if Tenant does so it shall be subrogated to all rights of the obligee against Landlord and/or the Demised Premises and shall be reimbursed by Landlord for resulting expenses and disbursements, together with interest at the Tenancy Agreement Interest Rate, and no merger shall be construed which would defeat such subrogation. Without limiting the foregoing, Tenant may deduct from Fixed Annual Rent or Other Charges any payment made by it in satisfying any such lien, encumbrance, mortgage or agreement.

ARTICLE 25 - INVALIDITY OF CERTAIN PROVISIONS

25.1 If any provision of this Tenancy Agreement shall be invalid or unenforceable, the remainder of the provisions of this Tenancy Agreement shall not be affected thereby and each and every provision of this Tenancy Agreement shall be enforceable to the fullest extent permitted by law.

ARTICLE 26 - CHOICE OF LAW

26.1 This Tenancy Agreement, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

ARTICLE 27 - ESTOPPEL CERTIFICATES

27.1 Upon the request of either party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other, within thirty (30) days after such request, at the cost of the party requesting the certificate, a written instrument, duly executed and acknowledged, (a) certifying that this Tenancy Agreement has not been modified and is in full force and effect or, if there has been a modification of this Tenancy Agreement, that this Tenancy Agreement is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Fixed Annual Rent and Other Charges have been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default, (d) stating the Rent Commencement Date, (e) stating which options to renew the term have been exercised, if any, and (f) any other information reasonably required by the party requesting the execution of the certificate.

ARTICLE 28 - NOTICES

28.1 No successor to Landlord's interest in the Demised Premises shall be entitled to receive rent payments until fifteen (15) days after Tenant's receipt of proper notice of such change together with a copy of the executed document or documents evidencing such change from the grantor, assignor or party entitled to receive the rent immediately preceding such change. Until such receipt Tenant shall continue to pay the Fixed Annual Rent and Other Charges to the party to which, and in the manner in which,

the last preceding installment of Fixed Annual Rent was paid or pending receipt of such proper notification and documentation, accrue and withhold payment of Fixed Annual Rent and Other Charges.

28.2 Any notices, consents, approvals, submissions or demands given under this Tenancy Agreement or pursuant to any law or governmental regulation, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law, or governmental regulation, any such notice, consent, approval, submission or demand shall be deemed given if sent by courier or by registered mail addressed as specified in Section 1.2 or sent by facsimile to the number specified in Section 1.2, or such other address or facsimile as the Landlord or Tenant, as the case may be, designates to the other. If any such notice or other communication is sent (in the case of facsimile) or delivered (in the case of courier) on or before 3:45 p.m. it shall be deemed to have been received on such day if such day is a Business Day, failing which such notice or other communication shall be deemed to have been received on the next Business Day. Any notice sent by facsimile shall also be sent by courier or registered mail. If Tenant shall be in doubt as to Landlord's address, Tenant may send any communication to Landlord at the address to which Fixed Annual Rent was last sent.

ARTICLE 29 - NO WAIVER

29.1 The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any term, covenant or condition contained in this Tenancy Agreement shall not prevent a similar subsequent act from constituting a default under this Tenancy Agreement.

ARTICLE 30 - ENTIRE AGREEMENT

30.1 This Tenancy Agreement contains the entire agreement between the parties and cannot be changed, modified or amended unless such change, modification or amendment is in writing and executed by the party against which the enforcement of the change, modification or amendment is sought. Any document, notice or consent including, without limitation, this Tenancy Agreement or any amendment thereto shall only be binding upon Tenant if executed by a corporate officer duly authorized to do so or by such party authorized in writing by the Board of Directors of Tenant to execute documents on behalf of Tenant. Any such document or extension not so executed may be ratified by Tenant.

ARTICLE 31 - CONSTRUCTION LIENS

31.1 Neither Tenant nor Landlord shall permit any construction, mechanic's or materialman's or other lien against the Demised Premises in connection with any labour, materials or services furnished or claimed to have been furnished. If any such lien shall be filed against the Demised Premises, the party charged with causing the lien will cause the same to be discharged by payment into court or otherwise within fifteen (15) days of notice from the other party, or within such shorter time as may be necessary if funding of a financing is delayed pending such discharge, failing which the said other party may cause said lien to be discharged at the cost of the party charged with causing the lien.

ARTICLE 32 - CAPTIONS

32.1 The captions preceding the Articles of this Tenancy Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Tenancy Agreement or the intent of any provision hereof.

10(c)

ARTICLE 33 - DEFINITION OF LANDLORD

33.1 The term "Landlord" as used herein, means Landlord named herein and any subsequent owner of Landlord's estate hereunder, but any owner of Landlord's estate hereunder shall be relieved of all liability under this Tenancy Agreement after the date that it ceases to be the owner of Landlord's estate shall have executed an agreement, satisfactory to Tenant, wherein it assumes and agrees to perform all of the Landlord's obligations under this Tenancy Agreement from and after the date it acquires Landlord's estate.

ARTICLE 34 - SUCCESSORS AND ASSIGNS

34.1 The covenants and agreements contained in this Tenancy Agreement shall bind and enure to the benefit of Landlord and its successors and assigns and Tenant and its successors and assigns.

IN WITNESS WHEREOF this Tenancy Agreement has been duly executed in triplicate as of the day and year first above written.

SIGNED this day of) **SAULT AREA HOSPITAL**

, 2008.)

) Per:

) _____
Name: Lucy Bonanno
Title: Director of Pre-Hospital Care

Witness)

) Per:

) _____
Name: Michael Murray
Title:

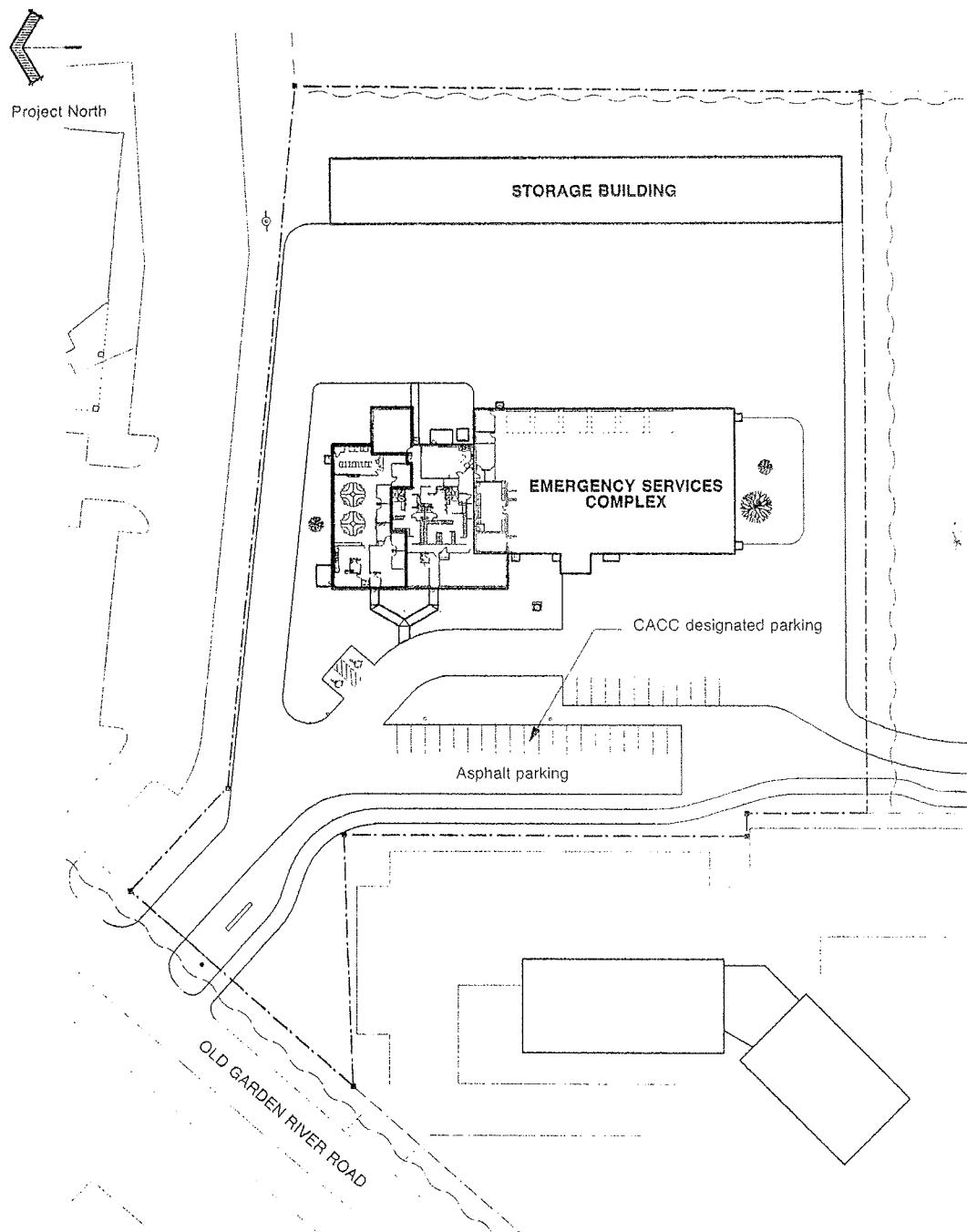
SIGNED this day of) **THE CORPORATION OF THE CITY**
, 2008) **OF SAULT STE. MARIE**

) _____
MAYOR – JOHN ROWSWELL

) _____
CLERK – DONNA P. IRVING

106)

SCHEDULE A TO THE LEASE BETWEEN THE CORPORATION OF
THE CITY OF SAULT STE. MARIE AND THE SAULT AREA HOSPITAL
DATED JANUARY 1, 2008



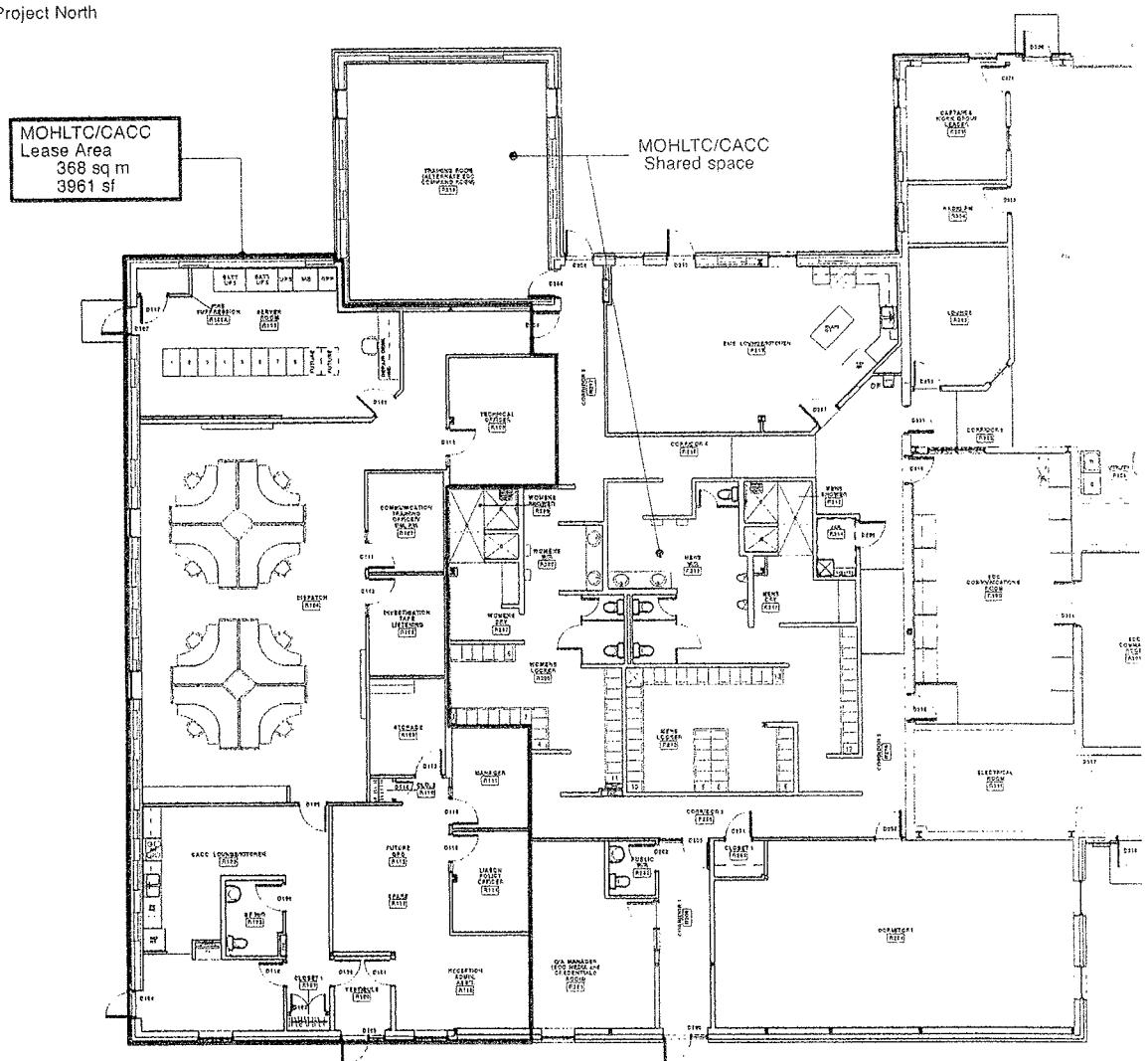
Emergency Services Complex
65 Old Garden River Road
Sault Ste. Marie, Ontario
File Number 02024
07 11 15 Scale: 1:1000

 Caughill
538C Fourth Line East Sault Ste. Marie, Ontario
PBA SK8 705-949-1728

SCHEDULE B TO THE LEASE BETWEEN THE CORPORATION OF
THE CITY OF SAULT STE. MARIE AND THE SAULT AREA HOSPITAL
DATED JANUARY 1, 2008



Project North



Note:
Lease line is centreline of demising walls and outside face of exterior walls.

Emergency Services Complex
65 Old Garden River Road
Sault Ste. Marie, Ontario
File Number 02024
07 11 15 Scale: 1:100

 Caughill
536C Fourth Line East, Sault Ste. Marie, Ontario
P6A 5K8
705-949-1220

10(d)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE
BY-LAW NO. 2008-33

OFFICIAL PLAN AMENDMENT: A by-law to adopt
Amendment No. 125 to the Official Plan. (Avery)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 125 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 25th day of February 2008.

MAYOR – JOHN ROWSWELL

CLERK – DONNA 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

**AMENDMENT NO. 125
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area policies.

LOCATION:

Part of Block 59, Registered Plan M-420, located east of Palomino Drive, approximately 90m (295') south of Third Line West. Zoning Map 1-103

BASIS:

This Amendment is necessary in view of a request for a 10 lot, Rural Estate subdivision. The current Official Plan policies, as they relate to the Rural Area states that "no new estate residential plans of subdivision shall be permitted".

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

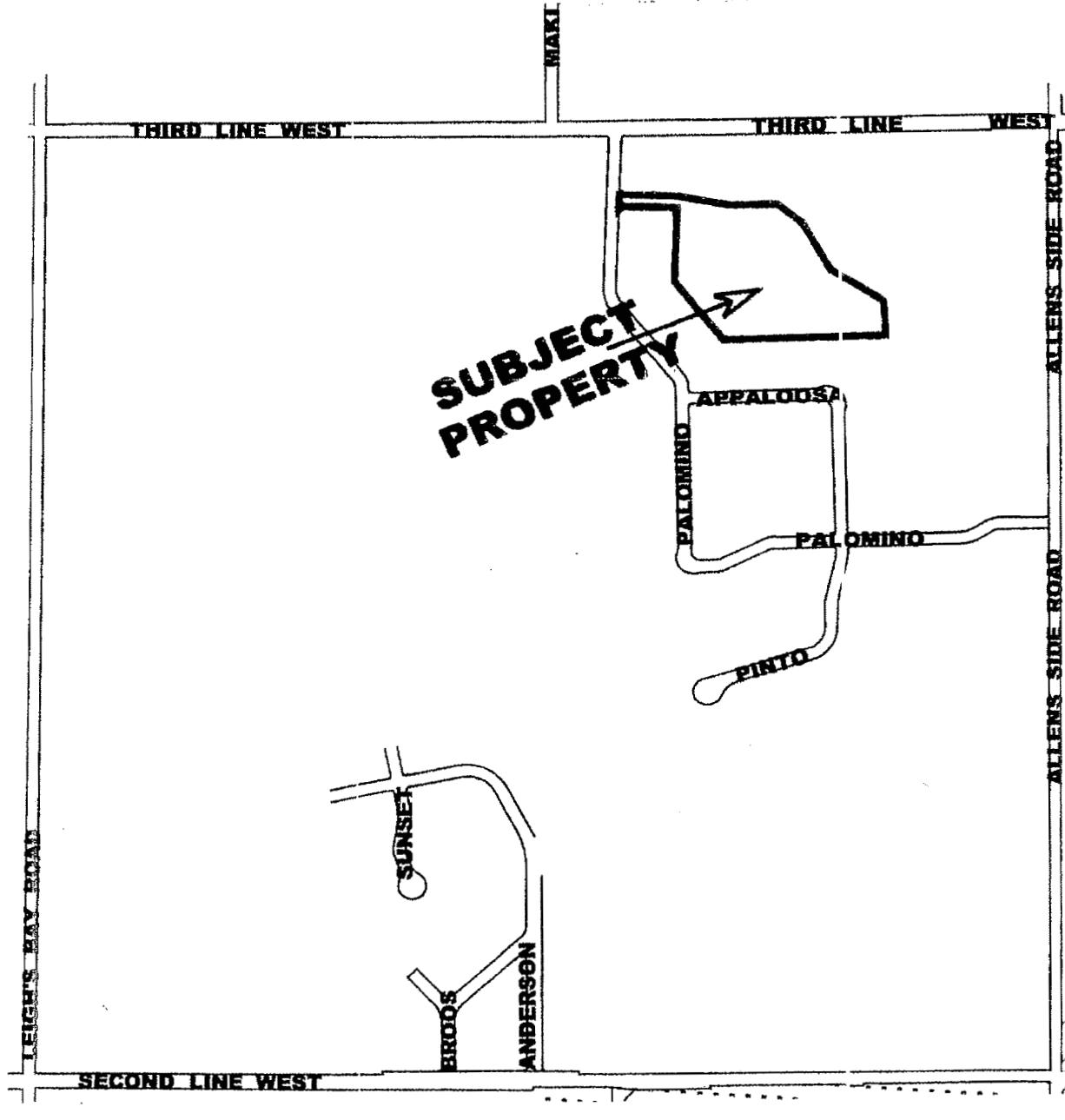
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

82. Notwithstanding the Rural Area policies of the Official Plan, lands described as Part of Block 59, Registered Plan M-420, located east of Palomino Drive, approximately 90m (295') south of Third Line West. Civic No. 150 Palomino Drive may be used for the development of a 10 lot rural Estate Residential subdivision, subject to the conditions imposed by Council.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



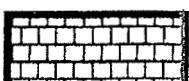
RESIDENTIAL



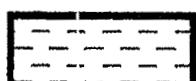
INDUSTRIAL



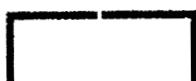
PARKS
RECREATIONAL



COMMERCIAL

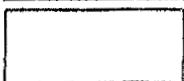


INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 125



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-26

PARKING: (P.1.2.6.A) A by-law to authorize the provision of certain designated parking spaces for the sole use of vehicles operated by or conveying persons with a disability and to repeal By-law 81-367.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the Municipal Act 2001, S.O. 2001, c.25, Sections 102 and 425 **ENACTS AS FOLLOWS:**

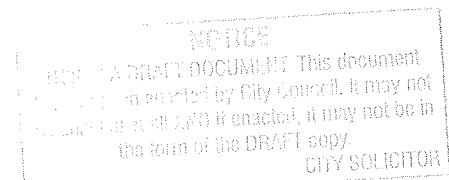
1. **DEFINITIONS**

- (a) "Designated parking space" means a parking space designated under this by-law for the exclusive use of a vehicle displaying a valid accessible parking permit in accordance with the requirements of the *Highway Traffic Act* and regulations thereto.
- (b) "Municipal or private property" means any open area or portion of a structure other than a street or highway intended for the temporary parking of vehicles and on which there are designated parking spaces, whether their use involves the payment of fee or otherwise.
- (c) "Permit" means a valid accessible parking permit.

2. **DESIGNATED PARKING SIGNS**

Any owner or operator of municipal or private property which provides or is required to provide one or more designated parking spaces shall ensure that each designated parking space is distinctly signed in accordance with the *Highway Traffic Act* and regulations thereto.

- 3. Any owner or operator of any municipal or private property which provides or is required to provide one or more designated parking spaces shall ensure that accessible parking signs are properly maintained so as to clearly identify the designated space.



4. **SCHEDULE "A"**

An owner or operator of any parking lot required under the zoning by-law applicable to that property to provide the number of spaces set out in Column 1 of Schedule "A", shall provide the corresponding number of designated spaces in accordance with Column 2 of Schedule "A".

5. **USE OF DESIGNATED PARKING SPACES**

Any owner or operator of any municipal or private property shall ensure that the designated parking spaces meet the minimum size dimensions of 5 m x 5.8 m or 3 m x 5.8 m where there is a minimum 2.25 m shared aisle way and ramp down between two spaces.

6. Any driver or operator of a vehicle which displays a permit in accordance with the requirements of the *Highway Traffic Act* and regulations thereto and this by-law shall not be required to pay an amount in excess of the regular fee paid by other users of the same parking lot or other parking facilities to which the public has access.

7. No person shall:

(a) park a vehicle in a designated space; or

(b) be entitled to the benefit of an exemption under this by-law,

unless a valid permit has been issued to the said person or to a passenger being picked up or transported in the vehicle and such permit is displayed in accordance with the requirements of the *Highway Traffic Act* and regulations thereto.

8. No person shall display a permit other than in accordance with the *Highway Traffic Act* and regulations thereto.

9. No person shall park more than one (1) motor vehicle in each designated space.

10. **PENALTY**

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a penalty as provided for in the *Provincial Offences*

10/6

Act, but such penalty shall not be below \$300.00 pursuant to section 425 of the *Municipal Act*.

11. In addition to any other penalty permitted at law where a police officer, police cadet, municipal by-law enforcement officer or other officer appointed to carry out the provisions of the *Highway Traffic Act* discovers a vehicle parked or left in contravention of this by-law, the officer may cause the vehicle to be towed and stored and the costs of such towing and storage shall be borne by the owner of the vehicle.

12. **BY-LAW 81-367 REPEALED**

By-law 81-367 is hereby repealed.

13. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 25th day of February, 2008.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA IRVING

on/Bylaw 2008-26/Designated Parking Feb/08.

10(e)

SCHEDULE "A"
TO BY-LAW 2008-26

Column 1

Column 2

NUMBER OF PARKING SPACES PURSUANT TO ZONING BY-LAW 2005- 150 AS AMENDED	MINIMUM NUMBER OF REQUIRED BARRIER-FREE PARKING SPACES
0 – 5	1, however such space need not be marked as a barrier-free parking space
6 – 10	1
11 – 35	2
35 – 50	3
Greater than 50	3 + 1 additional barrier-free space shall be supplied for every additional 50 required parking spaces, or part thereof.

1068

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-31

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 756 Landslide 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. **756 LANDSLIDE ROAD LOCATED AT THE SOUTHEAST CORNER OF LANDSLIDE ROAD AND FIFTH LINE EAST; CHANGE FROM PR TO PRS**

The zone designation on the lands described in section 2 of this by-law which lands are shown on Map 2-64 of Schedule A to By-law 2005-150 is changed from P.R., Parks and Recreational Zone to P.R.S., Parks and Recreational 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(261):

"2(261) 756 Landslide Road

Despite the provisions of By-law 2005-150, the lands located at the southeast corner of Landslide Road and Fifth Line East, having Civic No. 756 Landslide Road and marked "subject property" on the map attached as Schedule No. 261 hereto is changed from P.R., Parks and Recreational Zone, to P.R.S., Parks and Recreational Zone with a "special exception" to permit, in addition to those uses permitted in the P.R. zone the following:

- (i) a place of worship;
- (ii) assembly facilities; and
- (iii) food service."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that 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 25th day of February, 2008.

MAYOR – JOHN ROWSWELL

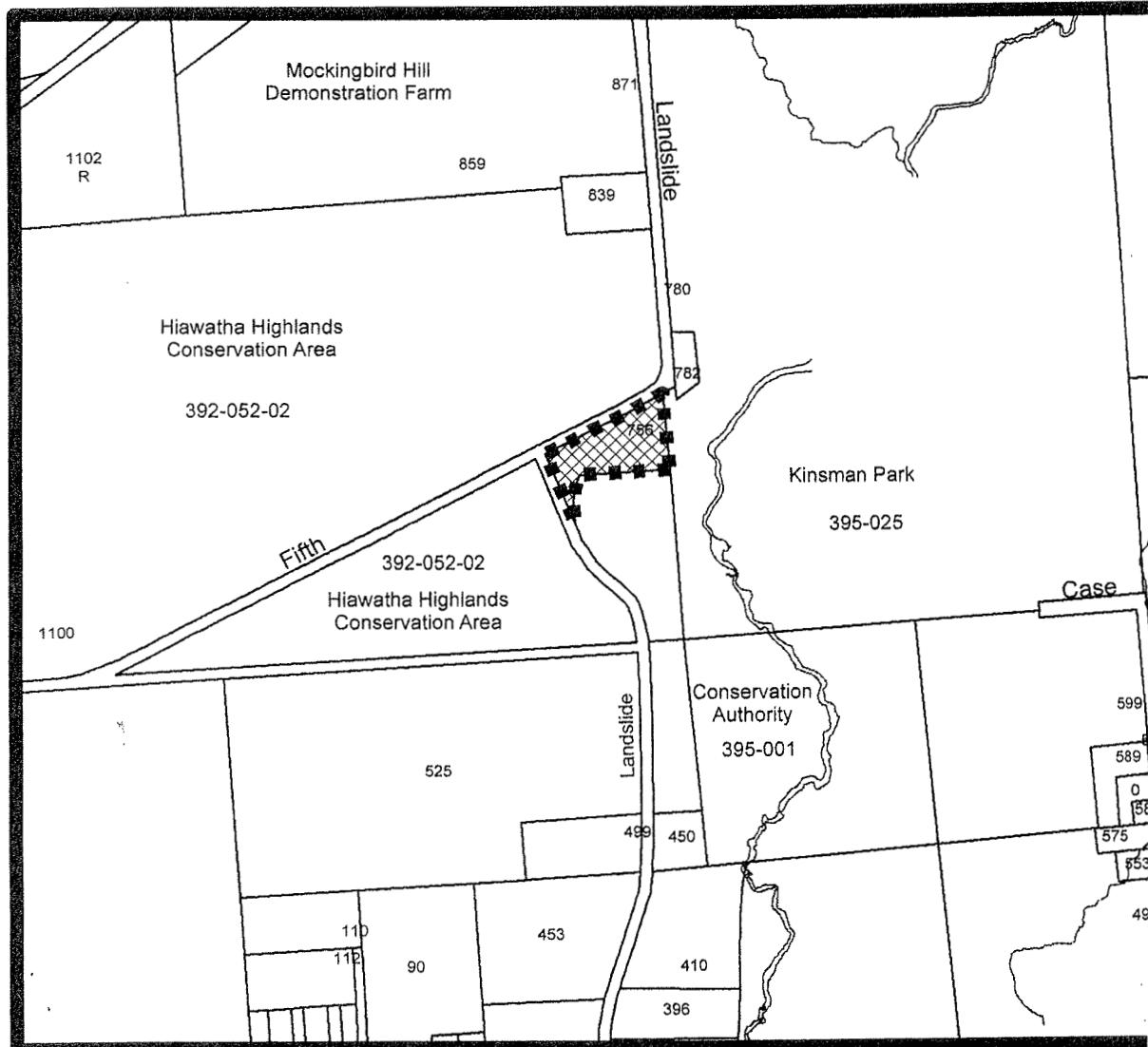
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CITY SOLICITOR

CLERK - DONNA P. IRVING

SCHEDULE "A" TO BY-LAW 2008-31 AND SCHEDULE 261 TO BY-LAW 2005-151
OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, READ THREE
TIMES AND PASSED IN OPEN COUNCIL THIS 25TH DAY OF FEBRUARY, 2008.



SUBJECT PROPERTY MAP

Application A-1-08-Z



SUBJECT PROPERTY - 756 Landslide Road

Metric Scale
1 : 10000

Map
2-6

1061

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-34

Zoning: A bylaw to amend Sault Ste. Marie Zoning bylaws 2005-150 and 2005-151 concerning lands located at 150 Palomino Drive.

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. 150 PALOMINO DRIVE; APPROXIMATELY 90M. SOUTH OF THIRD LINE;
CHANGE FROM R.A. TO R.I.S

The zone designation on the lands described in Section 2 of this bylaw, which lands are shown on Map 1-103 of Schedule "A" to Zoning bylaw 2005-150 is changed from R.A, Rural Area Zone to R.I.S, Estate Residential Zone with a "special exception".

2. BYLAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding there the following subsection 2(262) and heading as follows:

"2(262) 150 Palomino Drive

Despite the provisions of bylaw 2005-150, the lands located at 150 Palomino Drive and shown outlined and marked "subject property" on the subject property map attached as Schedule 262 hereto is changed from R.A. Rural Area Zone to R.I.S Estate Residential Zone with a "special exception" subject to the following special provisions:

- (i) the required lot area for the lot identified as lot 6 is reduced from 0.5 ha to 0.48 ha,
- (ii) the required lot frontage on the lot identified as lot 4 is reduced from 45m to 39.28m,
- (iii) the required lot frontage on the lot identified as lot 6 is reduced from 45m to 35.54m,
- (iv) the required lot frontage on the lot identified as lot 7 is reduced from 45m to 21.46m."

3. SCHEDULE "A"

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

4. CERTIFICATE OF CONFORMITY

It is hereby certified that 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, as amended by Official Plan Amendment No. 125.

Read THREE times and PASSED in open Council this 25th day of February, 2008.

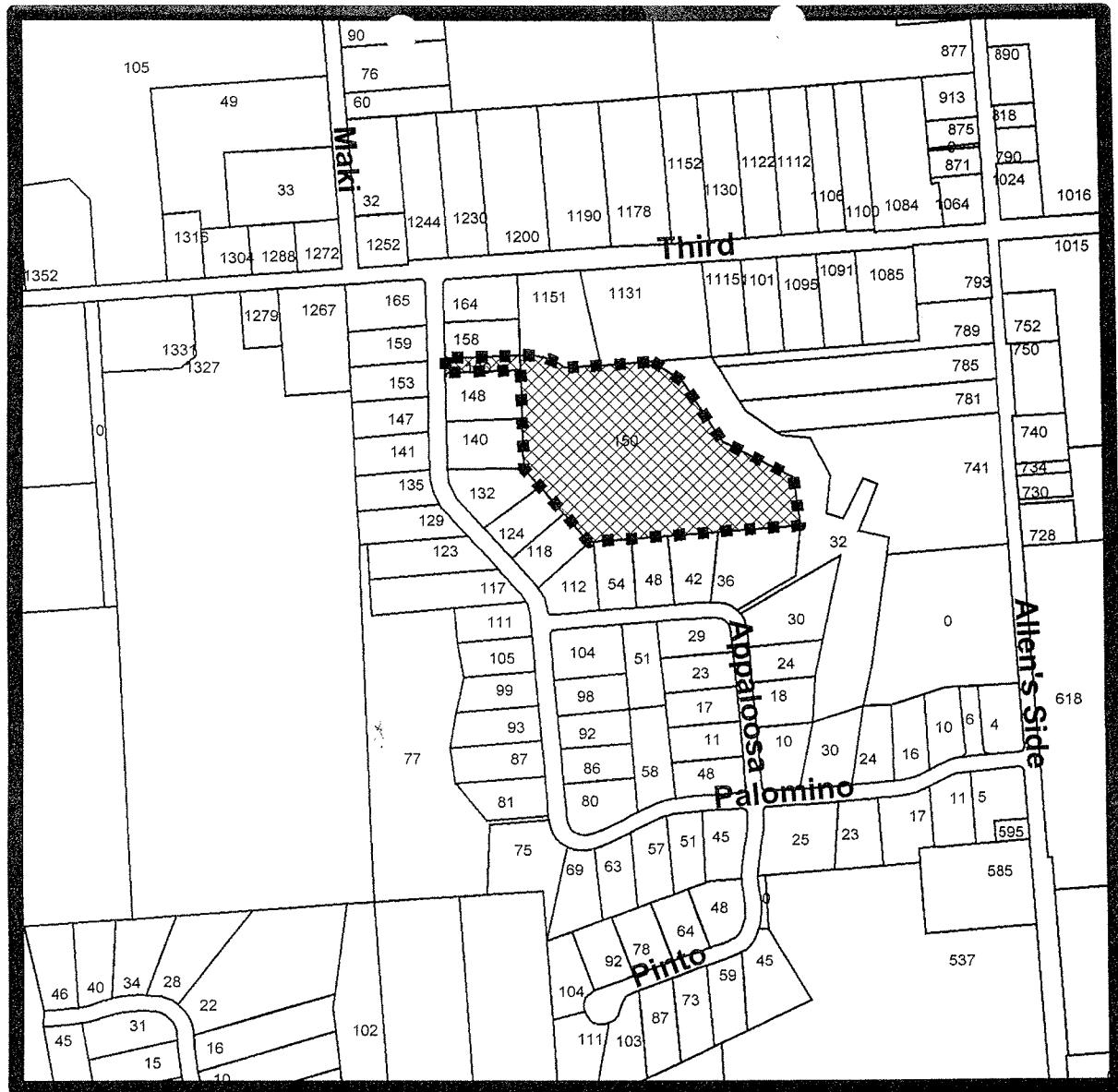
MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

16(9)

SCHEDULE "A" TO BY-LAW 2008-34 AND SCHEDULE 262 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE; READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 25TH DAY OF FEBRUARY, 2008



SUBJECT PROPERTY MAP
APPLICATION A-13-07-Z.OP
Country Estate Subdivision Phase 3



**Metric Scale
1 : 7000**



SUBJECT PROPERTY

Map 1-103

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer and private drain connections on Korah Road from Cooper Street to Lamming Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedule "A" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$61.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$608.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in case in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 25th day of February , 2008.

ACTING MAYOR – DAVID CELETTI

CITY CLERK - DONNA P. IRVING

FIRST reading: January 14, 2008
SECOND reading: January 14, 2008
THIRD reading: February 25, 2008

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**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3**

SCHEDULE "A"

BY-LAW 2008-9

JOB <u>NUMBER</u>	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE <u>FRONTAGE</u>	ESTIMATED <u>COST</u>
A-2007-5-09	Korah Road	Cooper Street	Lamming Road	180m	250mm	8	229.927m	\$18,281.54

CR/al
2008 01 14

10/14/