

## **AGENDA**

### **REGULAR MEETING OF CITY COUNCIL**

**2008 09 08**

**4:30 P.M.**

### **COUNCIL CHAMBERS**

#### **1. ADOPTION OF MINUTES**

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

Resolved that the Minutes of the Regular Council Meeting of 2008 08 18 be approved.

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

#### **3. APPROVE AGENDA AS PRESENTED**

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

Resolved that the Agenda for the 2008 09 08 City Council Meeting as presented be approved.

#### **4. DELEGATIONS/PROCLAMATIONS**

- (a) Anna Boyonoski, Manager Downtown Association will be in attendance concerning Proclamation - Walk of Fame Day.
- (b) John Hornstein and Ron Rouleau, Volunteers Sault Search and Rescue will be in attendance concerning Proclamation - Sault Search and Rescue 50<sup>th</sup> Anniversary.
- (c) Dorothy Motluk, Zonta Foundation President will be in attendance concerning Proclamation - Zonta Club 30<sup>th</sup> Year of Service.
- (d) Jim McLean, 2008 Campaign Chair will be in attendance concerning Proclamation - 2008 United Way Campaign.
- (e) Cassie Baxter, Public Relations Coordinator, Vincent Place Men's Shelter will be in attendance concerning a fundraising event Punchline Comedy Night taking place on September 12<sup>th</sup>.

4. (f) Meave Coccimiglio, local Terry Fox Run Chairperson will be in attendance concerning the upcoming Terry Fox Run on September 14<sup>th</sup>.
- (g) Charlie Thomlinson on behalf of the Reusable Bag Shopper Loyalty Program Launch Committee will be in attendance concerning agenda item 5(s).
- (h) Fred Clement on behalf of Local 446 Regional Council of Carpenters Drywall and Allied Workers will be in attendance concerning agenda item 5(e)

### **PART ONE – CONSENT AGENDA**

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

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

Resolved that all the items listed under date 2008 09 08 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO and OGRA is attached for the information of Council.
- (b) Correspondence from Algoma Public Health (concerning adequate safe and affordable housing and concerning a review of the income amounts of the Ontario Disability Support Program and Ontario Works); the Town of Milton (concerning requesting a deposit-return system on aluminum and plastic drink containers); the City of Owen Sound (concerning requesting a full PST exemption on goods and services to all Ontario municipalities and Ontario Police Services); the Town of Halton Hills (concerning requesting a provincial public inquiry into the challenges facing municipalities from implementing provincial growth legislation); the Township of North Stormont (concerning MPAC operations), and the Town of Innisfil (concerning Ontario Energy Board distribution rates) is attached for the information of Council.
- (c) A letter of request for a temporary street closing is attached for the consideration of Council.
  - 1) one lane of Trunk Road and Black Road from Moose Lodge on Trunk to north of Second Line on Black Road in conjunction with Terry Fox Run (September 14<sup>th</sup>). The relevant By-law 2008-156 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (d) A News Release from Development Sault Ste. Marie concerning Sunwing Vacations Charter Launch Party of September 17<sup>th</sup> is attached for the information of Council.

5. (e) A letter from Local 446 United Brotherhood of Carpenters and Joiners concerning property that Local 446 has purchased at 687 Trunk Road for a training centre is attached for the information of Council.

Mover - Councillor S. Butland

Seconder - Councillor P. Mick

Whereas Local 446 Sault Ste. Marie United Brotherhood of Carpenters and Joiners have recently purchased property and a building at 687 Trunk Road with plans to open a specialized training centre with the goal to keep the maximum number of jobs in our city for local tradespersons and apprentices; Now therefore be it resolved that Sault Ste. Marie City Council supports and endorses the application by Local 446 Sault Ste. Marie United Brotherhood of Carpenters and Joiners for a funding grant under the Ontario Skills Training Infrastructure Program towards this important project.

(f) **Council Travel**

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that Councillor Lou Turco be authorized to travel to (1) Northern Ontario School of Medicine Annual General Meeting being held in Sudbury, Ontario (2 days in September) at no cost to the City; and (2) FONOM Board of Directors Meeting being held in Sudbury, Ontario (2 days in September) at no cost to the City.

A News Release announcing Councillor Lou Turco's election to the AMO Board of Directors for 2008-2009 is attached for the information of Council.

(g) **Staff Travel Requests**

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

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 09 08 be approved as requested.

(h) **Request for Quotation for Four (4) Freestanding Columbariums (2008C102)**

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

5. (h) Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the Manager of Purchasing dated 2008 09 08 be endorsed and that the quotation for the supply and delivery of Four (4) Freestanding Columbariums, required by the Cemeteries Division of the Public Works and Transportation Department be awarded as recommended.
- (i) **Property Tax Appeals**  
A report of the City Tax Collector is attached for the consideration of Council.  
  
Mover - Councillor P. Mick  
Seconder - Councillor L. Tridico  
Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2008 09 08 be approved and the tax records be amended accordingly.
- (j) **2009 Council Meeting Schedule**  
A report of the City Clerk is attached for the consideration of Council.  
  
Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the City Clerk dated 2008 09 08 concerning 2009 Council Meeting Schedule be accepted and the recommended 2009 Council Meeting Schedule be approved.
- (k) **Essar Centre – Update on FedNor Application**  
A report of the Commissioner Community Services on behalf of the Essar Centre Steering Committee is attached for the consideration of Council.  
  
Mover - Councillor P. Mick  
Seconder - Councillor L. Tridico  
Resolved that the report of the Commissioner Community Services on behalf of the Essar Centre Steering Committee dated 2008 09 08 concerning Essar Centre Update on FedNor Application be accepted as information.
- (l) **Sussex Road Bridge**  
A report of the Director of Engineering Services is attached for the consideration of Council.  
  
Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the Director of Engineering Services dated 2008 09 08 concerning Sussex Road Bridge be accepted and the recommendation that the firm of M. R. Wright and Associates be retained for the engineering services (estimated at \$35,000.00) for the replacement of the Sussex Road bridge, and

5. (l) that funds for the design cost come from the bridge work fund identified in the 2008 Capital Program, and further that the funds for the construction of the bridge come from the 2009 Capital Works or the Province's recently announced funding from the Municipal Infrastructure Program be approved.
- (m) **Sault Ste. Marie Region Source Protection Area - Proposed Terms of Reference**  
A report of the Land Development and Environmental Engineer and Planner is attached for the consideration of Council.  
  
Mover - Councillor P. Mick  
Seconder - Councillor L. Tridico  
Resolved that the report of the Land Development and Environmental Engineer and Planner dated 2008 09 08 concerning Sault Ste. Marie Region Source Protection Area - Proposed Terms of Reference be accepted as information.
- (n) **Prince Township Inspection Agreement**  
A report of the Chief Building Official Property Standards Officer is attached for the consideration of Council. The relevant By-law 2008-166 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (o) **Provincial Capital Funding Announcement - \$7.1M**  
A report of the Director of Engineering Services is attached for the consideration of Council.  
  
Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the Director Engineering Services dated 2008 09 08 concerning Provincial Capital Funding Announcement - \$7.1M be accepted as information.
- (p) **Licence of Occupation – Sault Ste. Marie Horse and Pony Club Inc. – Strathclair Park**  
A report of the City Solicitor is attached for the information of Council. The relevant By-law 2008-162 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Renewal of Lease Agreement – Algoma Public Health for Portions of First and Sixth Floors, Civic Centre**  
A report of the City Solicitor dated 2008 09 08 is attached for the information of council. The relevant By-law 2008-165 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (r) **Notice of Motion Regarding Curfew By-law**  
A report of the City Solicitor is attached for the consideration of Council.

5. (r) Mover - Councillor P. Mick  
Seconder - Councillor L. Tridico  
Resolved that the report of the City Solicitor dated 2008 09 08 concerning Notice of Motion Regarding Curfew By-law be accepted as information.
- (s) **Reusable Bag Shopper Loyalty Program**  
A report of the Waste Diversion Supervisor is attached for the consideration of Council.  
  
Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the Waste Diversion Supervisor dated 2008 09 08 concerning Reusable Bag Shopper Loyalty Program - Launch on September 12, 2008 be accepted as information.
- (t) **Excessive Speed and Traffic Concerns on Rushmere Drive Meeting with Richard Metcalfe – 27 Rushmere Drive**  
A report of the Deputy Commissioner Public Works and Transportation is attached for the consideration of Council.  
  
Mover - Councillor P. Mick  
Seconder - Councillor L. Tridico  
Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2008 09 08 concerning Excessive Speed and Traffic Concerns on Rushmere Drive – Meeting with Richard Metcalfe – 27 Rushmere Drive be accepted as information.
- (u) **Litter From Vehicles Enroute to Landfill**  
A report of the Waste Diversion Supervisor is attached for the consideration of Council. This is in response to a Council resolution dated 2008 08 18.  
  
Mover - Councillor B. Hayes  
Seconder - Councillor L. Tridico  
Resolved that the report of the Waste Diversion Supervisor dated 2008 09 08 concerning Litter from Vehicles Enroute to Landfill be accepted as information.
- (v) **Municipal Hazardous or Special Waste Management Shared Responsibility Agreement**  
A report of the Waste Diversion Supervisor is attached for the consideration of Council. The relevant By-law 2008-167 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

## **PART TWO – REGULAR AGENDA**

### **6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

#### **(2) COMMUNITY SERVICES**

##### **(a) Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs**

A report of the Commissioner of Finance and Treasurer as requested by Council is attached for the consideration of Council. The Commissioner's recommendation is that the \$66,450 increased cost of the Essar Center stair enclosures be funded from the 5% Sub-dividers Reserve Fund. The report of the Commissioner of Community Services (dated 2008 08 18) is also attached.

Procedural Note: The motion to accept the recommendation of the Commissioner of Community Services dated 2008 08 18 was 'defeated' at the 2008 08 18 Council meeting. Subsequently, at the same Council meeting, a motion to reconsider the 'defeated' motion on the agenda was 'carried'. An amendment to the motion was then read and 'tabled' to the 2008 09 08 Council meeting. The main motion and the proposed amendment are now on the agenda for the consideration of Council as follows:

Moved by - Councillor P. Mick

Seconded by - Councillor L. Tridico

Resolved that the report of the Commissioner of Community Services dated 2008 08 18 concerning Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs be accepted and the recommendation that Council approve the tender of Graham B. Newman Construction in the amount of \$253,450.00; and further that Council authorize the increased cost in the project estimated at \$66,450.00 for a total project cost of \$281,450.00, and that the increase (\$66,450.00) be funded from the 5% Sub-Dividers Reserve be approved.

Moved by - Councillor S. Myers

Seconded by - Councillor F. Fata

Resolved that the recommendation of the Commissioner of Community Services dated 2008 08 18 concerning funding the increased cost for the Essar Centre - Stair Enclosures Project estimated at \$66,450.00 BE AMENDED as follows:

....."and that the increase (\$66,450.00) be funded from the Essar Centre Sponsorship Funds or Arena Reserves, be approved.

6. (2)(b) **Skatepark Project**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. This is in response to a Council resolution dated 2008 08 18. Note: The report of the Commissioner of Community Services (dated 2008 08 18) is also attached.

Moved by - Councillor B. Hayes

Seconded by - Councillor L. Tridico

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 09 08 concerning Skateboard Park Funding be accepted as information.

Moved by - Councillor S. Myers

Seconded by - Councillor P. Mick

Whereas Skateboarding is a very popular recreational activity in our community; and

Whereas the temporary Skatepark has been dismantled leaving no public location available for legal skateboarding; and

Whereas this is the Year of the Youth and a Skatepark has been identified as a priority need by the International Youth Association; and

Whereas the construction of a Skatepark is part the City's Corporate Strategic Plan, and is supported by the Economic Development Corporation Tourism Division as a positive means of promoting Sault Ste. Marie and making the city a more desirable family destination; and

Whereas tenders have returned higher than could be anticipated with no reason to expect that to change in the near future;

Therefore be it resolved that construction of Phase One of the Skatepark Project proceeds immediately and the additional funds in the amount of \$175,000.00 be taken from a combination of some funds from Unforeseen Expense and some from Parks Reserve (5% sub-dividers).

(c) **Soo Thunderbirds Hockey Club Inc. Account Receivable**

A report of the Commissioner of Community Services is attached for the consideration and direction of Council.

6. (3) **ENGINEERING**

(a) **New Building By-law and Revised Permit Fees**

A report of the Commissioner of Engineering and Planning is attached for the consideration of Council. The relevant By-law 2008-148 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

Moved by - Councillor B. Hayes

Seconded by - Councillor L. Tridico

Resolved that the report of the Commissioner of Engineering and Planning dated 2008 09 08 concerning New Building By-law and Revised Permit Fees be accepted and the recommendation that Council:

6. (3)(a) 1. amend the Building By-law to reflect the recent changes to the Building Code Act;  
2. amend the Permit Fee Structure to be based on a service index calculation;  
3. approve to proceed with the hiring of a By-law Enforcement Officer be approved.

6. (6) **PLANNING**

- (a) **Application No. A-17-08-Z – Fred & Sandra Gordon – 1425 Old Garden River Road**

A report of the Planning Division is attached for the consideration of Council.  
Note – This matter was deferred on 2008 08 18.

Moved by - Councillor P. Mick

Seconded by - Councillor L. Tridico

Resolved that the report of the Planning Division dated 2008 09 08 concerning Application No. A-17-08-Z – Fred & Sandra Gordon be accepted and the Planning Director's Recommendation (2008 08 18) that City Council approve the applicants

request to rezone the subject property from RA (Rural Area) zone to RA.S (Rural Area) zone with a Special Exception to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following: that the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line be endorsed.

- (b) **Application No. A-18-08-Z.OP - Wal-Mart Canada Corporation - 446 Great Northern Road - Request to Amend Official Plan in Order to Expand the Department Store**

A report of the Planning Division is attached for the consideration of Council.

Moved by - Councillor P. Mick

Seconded by - Councillor L. Tridico

Resolved that the report of the Planning Division dated 2008 09 08 concerning Application No. A-18-08-Z.OP - Wal-Mart Canada Corporation be accepted and the Planning Director's recommendation that City Council approve the request to amend the Official Plan and Zoning By-law to permit the expansion of the existing Wal-Mart store subject to the 2 conditions contained in the report be endorsed.

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

- (a) Note: The following motion was provided as a Notice of Motion on the 2008 08 18 agenda and is now on the agenda for the consideration of Council.

7. (a) Moved by Councillor D. Celetti  
Seconded by Councillor O. Grandinetti  
Whereas with the increase in crime in all areas of our City and the lack of enforcement to deal with these crimes with youths aged 16 and younger roaming our City streets at all hours of the night, into the early hours of the morning;  
Be it resolved that Council instruct the proper staff and City Police to report back to Council on the feasibility of a curfew for children 16 years of age and under to be off city streets and in their own homes between the hours of 10:30 p.m. and 6:30 a.m., and if found on the streets without accompaniment of an adult will be returned to their homes and parents will be held accountable and charged.
- (b) Moved by Councillor B. Hayes  
Seconded by Councillor J. Caicco  
Whereas 1/2 million children in Ontario live in poverty; and  
Whereas improving access to recreation for low income families is an important social policy which is gaining momentum in Ontario; and  
Whereas a recent research study identified the physical, psychosocial and economic benefits of participation in recreational activities which include one half the use of medical specialists, one half the use of Children's Aid Society services, one half the use of psychologists, and one tenth the use of probation officers to name a few, in comparison to those who do not participate in recreational activities; and  
Whereas to simply say we have facilities is not enough; and  
Whereas only 1/3 of municipalities in Ontario have an Access to Recreation Strategy policy;  
Now therefore be it resolved that City Council request staff report back to Council on the details of the City of Sault Ste. Marie's policy surrounding access to recreation; and  
Further, that if no such policy exists that Council refer to PRAC the request for the development of such policy and that PRAC be requested to consult with The Benefits of Local Access to Recreation, Health, Welfare and Community Development task group who are currently developing guidelines for policy surrounding improving access to recreation for low income families in Ontario.
- (c) Moved by Councillor S. Butland  
Seconded by Councillor T. Sheehan  
Resolved that Council adopt the mantle of being the "Alternative Energy Capital of Canada".
- (d) Moved by Councillor J. Caicco  
Seconded by Councillor S. Butland  
Whereas the presence of Canada geese have been a continuous problem for

7. (d) years on recreational properties; particularly Bellevue Park; and  
Whereas no means of control have proven successful; and  
Whereas their presence is an inconvenience and nuisance to the walking and  
picnicking public; and  
Whereas their droppings may also pose a health hazard;  
Be it resolved that Council request a report from Parks Division on the  
experiences in Brampton, Oakville, and London on the use of dogs to herd the  
geese away from heavy traffic public areas.

(e) Moved by Councillor S. Butland  
Seconded by Councillor J. Caicco  
Be it resolved that Council request Public Works and Traffic to inventorize  
numbers of city street signs not legible for the motoring or pedestrian public and  
attempt to ensure all signs are replaced by the spring 2009.

**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.

**AGREEMENTS**

- (a) 2008-165 A by-law to authorize the execution of a Lease Agreement between the City and Algoma Public Health.  
A report from the City Solicitor is on the agenda.
- (b) 2008-166 A by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings.  
A report from the Chief Building Official is on the agenda.
- (c) 2008-167 A by-law to authorize an agreement between the City and Stewardship Ontario for funding for the Household Hazardous Waste Program.  
A report from the Waste Diversion Supervisor is on the agenda.

### **BUILDING**

- (d) 2008-148 A by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie.
- A report from the Commissioner of Engineering and Planning is on the agenda.

### **CEMETERIES**

- (e) 2008-161 A by-law to amend By-law 99-208 and to authorize an amendment to the tariff rates for cemetery and crematorium fees by the addition of rates for Section "S" – Holy Sepulchre Columbarium.

### **LICENCE OF OCCUPATION**

- (f) 2008-162 A by-law to authorize the execution of a Licence of Occupation between the City and Sault Ste. Marie Horse and Pony Club Inc.
- A report from the City Solicitor is on the agenda.

### **PARKING**

- (g) 2008-158 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.
- (h) 2008-159 A by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

### **TEMPORARY STREET CLOSING**

- (i) 2008-156 A by-law to permit the temporary street closing on September 14, 2008 of one lane of Trunk Road and Black for the purpose of the Terry Fox Run.

### **TRAFFIC**

- (j) 2008-157 A by-law being a by-law to amend City Traffic By-law 77-200.

**ZONING**

- (k) 2008-163 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 248 Wallace Terrace.
- (l) 2008-164 A by-law to designate the lands located at 248 Wallace Terrace as an area of site plan control.

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

**12. ADDENDUM TO THE AGENDA**

**ADJOURNMENT**

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that this Council shall now adjourn.

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**MAYOR**

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**CLERK**

**MINUTES**

**REGULAR MEETING OF CITY COUNCIL**

**2008 08 18**

**4:30 P.M.**

**COUNCIL CHAMBERS**

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

**ABSENT:** Councillor F. Manzo (illness)

**OFFICIALS:** J. Fratesi, D. Irving, N. Apostle, L. Bottos, J. Dolcetti, P. McAuley, S. Hamilton-Beach, B. Strapp, J. Febbraro, M. Wozny, D. McConnell

**1. ADOPTION OF MINUTES**

Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2008 07 21 be approved. CARRIED.

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

**3. APPROVE AGENDA AS PRESENTED**

Moved by Councillor S. Myers

Seconded by Councillor D. Celetti

Resolved that the Agenda for the 2008 08 18 City Council Meeting as presented be approved. CARRIED.

**4. DELEGATIONS/PROCLAMATIONS**

- (a) Dr. Celia Ross, President; and Bud Wildman, Chair Algoma University Board of Governors were in attendance concerning Proclamation - Algoma University Week.
- (b) Susan Milne and Georgina Naccarato on behalf of the Skatepark Fundraising Committee were in attendance with an update to Council on fundraising efforts and concerning agenda item 5.(l).

4. (c) Richard Metcalfe was in attendance concerning agenda item 5.(v).
- (d) Jayson Zwierschke, President Enquest Power Corporation was in attendance concerning agenda item 6.(3)(a).
- (e) John Spadafora was in attendance concerning agenda item 6.(3)(b).
- (f) Fred Gordon, M. Brown and Jeff Novitski were in attendance concerning agenda item 6.(6)(a).
- (g) Victor Alfano and Gerry DeGregorio were in attendance concerning agenda item 6.(6)(b).
- (h) Neil Martin was in attendance concerning agenda item 6.(6)(c).
- (i) Terry Rainone, Derek Darou and Rob Battisti were in attendance concerning agenda item 6.(6)(d).

### **PART ONE – CONSENT AGENDA**

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

Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata

Resolved that all the items listed under date 2008 08 18 - Part One - Consent Agenda [save and except 5.(k) and 5.(v)] be approved as recommended.  
**CARRIED.**

- (a) Correspondence from AMO, OGRA and FCM was received by Council.
- (b) Correspondence from the Township of Muskoka Lakes (concerning a request for improvements in MPAC operations); the Township of Hilliard (concerning petitioning the Province of Ontario to license electric cars); and Township of Galway-Cavendish and Harvey (concerning protecting Canada's water resources from export and toxic dumping) was received by Council.
- (c) The letter from the resident of 310 Fifth Line East concerning rubbish on streets and on roadside ditches that blows or falls out of vehicles traveling to the landfill site was received by Council.

5. (c) Moved by Councillor T. Sheehan  
Seconded by Councillor D. Celetti  
Resolved that the letter dated 2008 08 04 from the resident of 310 Fifth Line East concerning rubbish on streets and on roadside ditches that blows or falls out of vehicles traveling to the landfill site BE REFERRED to the City Solicitor and to the Commissioner of Public Works and Transportation for review and report back to Council. CARRIED.
- (d) The letter from the Chairman of the Board, Quebec 400<sup>th</sup> Anniversary thanking the city for taking part in the bell ringing event was received by Council.
- (e) The letter of request for a temporary street closing was accepted by Council.  
1) on Queensgate Boulevard in conjunction with a Street Gathering (September 6<sup>th</sup>; rain date September 13<sup>th</sup>). The relevant By-law 2008-151 is listed under Item 10 of the Minutes.
- (f) Correspondence concerning a request for permission to hold a special occasion permit event at an outdoor municipal facility was accepted by Council.
- Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that the following request to hold a Special Occasion Permit event at a municipal facility on the stated date and times be endorsed by City Council:  
Roberta Bondar Pavilion  
Sault Area Hospital Foundation  
RBC Financial Group Chilifest  
September 7<sup>th</sup> from 12:00 noon to 4:00 p.m. CARRIED.
- (g) **Staff Travel Requests**  
The report of the Chief Administrative Officer was accepted by Council.
- Moved by Councillor S. Myers  
Seconded by Councillor D. Celetti  
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 08 18 be approved as requested. CARRIED.
- (h) **Tender for Grinding of Stockpiled Used Asphalt**  
The report of the Manager of Purchasing was accepted by Council.
- Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata  
Resolved that the report of the Manager of Purchasing dated 2008 08 18 be endorsed and that the tender for the Grinding of Stockpiled Used Asphalt, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED.

5. (i) **Property Tax Appeals**  
The report of the City Tax Collector was accepted by Council.  
  
Moved by Councillor T. Sheehan  
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 08 18 be approved and the tax records be amended accordingly. CARRIED.
- (j) **Essar Centre - Naming Rights Sponsorship**  
The report of the Commissioner of Community Services was accepted by Council. The relevant By-law 2008-152 is listed under Item 10 of the Minutes.
- (k) **Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs**  
The report of the Commissioner of Community Services was received by Council.  
  
Moved by - Councillor B. Hayes  
Seconded by - Councillor F. Fata  
Resolved that the report of the Commissioner of Community Services dated 2008 08 18 concerning Essar Centre - Stair Enclosures for the Southeast and Southwest Exterior Stairs be accepted and the recommendation that Council approve the tender of Graham B. Newman Construction in the amount of \$253,450.00; and further that Council authorize the increased cost in the project, estimated at \$66,450.00 for a total project cost of \$281,450.00; and that the increase (\$66,450.00) be funded from the 5% Sub-Dividers Reserve be approved. DEFEATED.  
  
Moved by - Councillor T. Sheehan  
Seconded by - Councillor S. Myers  
Resolved that Council shall now reconsider the matter on this evening's agenda item 5.(k) Essar Centre - Stair Enclosures. CARRIED.  
  
Moved by - Councillor S. Myers  
Seconded by - Councillor F. Fata  
Resolved that the recommendation of the Commissioner of Community Services dated 2008 08 18 concerning funding the increased cost for the Essar Centre - Stair Enclosures Project estimated at \$66,450.00 BE AMENDED as follows:  
....."and that the increase (\$66,450.00) be funded from the Essar Centre Sponsorship Funds or Arena Reserves be approved. (TABLED TO SEPTEMBER 8, 2008 COUNCIL MEETING.) OFFICIALLY READ NOT DEALT WITH.

5. (I) **Skatepark Project**  
The report of the Commissioner of Community Services on behalf of the Skatepark Sub-Committee was accepted by Council.

Moved by Councillor B. Hayes  
Seconded by Councillor D. Celetti

Resolved that the report of the Commissioner of Community Services on behalf of the Skatepark Sub-Committee dated 2008 08 18 concerning Skatepark Project be accepted; and further that the matter BE REFERRED to appropriate staff to determine if the shortfall of approximately \$175,000.00 can be allocated from existing City resources and report back to Council at the September 8<sup>th</sup> meeting. CARRIED.

**Recorded Vote**

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

Against: Mayor J. Rowswell, Councillors S. Myers, L. Tridico, T. Sheehan, P. Mick

Absent: Councillor F. Manzo

Moved by Councillor S. Myers  
Seconded by Councillor P. Mick

Whereas Skateboarding is a very popular recreational activity in our community; and

Whereas the temporary Skatepark has been dismantled leaving no public location available for legal skateboarding; and

Whereas this is the Year of the Youth and a Skatepark has been identified as a priority need by the International Youth Association; and

Whereas the construction of a Skatepark is part the City's Corporate Strategic Plan, and is supported by the Economic Development Corporation Tourism Division as a positive means of promoting Sault Ste. Marie and making the city a more desirable family destination; and

Whereas tenders have returned higher than could be anticipated with no reason to expect that to change in the near future;

Therefore be it resolved that construction of Phase One of the Skatepark Project proceeds immediately and the additional funds in the amount of \$175,000.00 be taken from any source necessary including reserves as unforeseen expense. OFFICIALLY READ NOT DEALT WITH.

5. (m) **Contract 2008-6E - Miscellaneous Asphalt Repaving**  
The report of the Design and Construction Engineer was accepted by Council.  
  
Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata  
Resolved that the report of the Design and Construction Engineer dated 2008 08 18 concerning Contract 2008-6E - Miscellaneous Asphalt Repaving be accepted as information. CARRIED.
- (n) **Monitoring Wells West of Landfill Site**  
The report of the Land Development and Environmental Engineer was accepted by Council.  
  
Moved by Councillor T. Sheehan  
Seconded by Councillor D. Celetti  
Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Monitoring Wells West of Landfill Site be accepted and the recommendation to proceed with the installation of an additional 5 monitoring wells this fall at an estimated cost of \$40,000.00 with funds to come from the Waste Disposal Site Reserve be approved. CARRIED.
- (o) **Landfill Gas Collection**  
The report of the Land Development and Environmental Engineer was accepted by Council.  
  
Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Landfill Gas Collection be accepted and the recommendation that TSH Engineers and Dillon Consulting prepare the application for funding for the design and construction of a landfill gas collection system within the budget and consulting agreement, for the waste management environmental assessment, and furthermore, to continue to communicate with the Green Municipal Corporation regarding securing carbon credits for the destruction of landfill gas be approved. CARRIED.
- (p) **Designated Fire Route - Private Property - 40 Sunnydale Road**  
The report of the Assistant City Solicitor was accepted by Council. The relevant By-law 2008-147 is listed under Item 10 of the Minutes.
- (q) **Property Exchange Involving the City, Studio 10 and the St. Mary's River Bridge Company (International Bridge Authority)**  
The report of the Assistant City Solicitor was accepted by Council. The relevant By-law 2008-144 is listed under Item 10 of the Minutes.

5. (q) Councillor L. Tridico declared a pecuniary interest - family owns property adjacent to Studio 10.

(r) **Issuing a Request for Proposals for Professional Collection Services for POA Accounts Receivables**

The report of the Court Liaison Supervisor Provincial Offences Division was accepted by Council.

Moved by Councillor S. Myers

Seconded by Councillor D. Celetti

Resolved that the report of the Court Liaison Supervisor Provincial Offences Division dated 2008 08 07 concerning Issuing a Request for Proposals for Professional Collection Services for POA Accounts Receivables be accepted and the recommendation that Council authorize issuing a request for proposal for professional collection services be approved; and

Further resolved that the Minister of the Attorney General be requested to approve the addition of collection costs to municipal POA receivables.  
CARRIED.

(s) **Replacement of One (1) Para Bus and One (1) Heavy Duty, Forty Foot Bus - Funded From the 2008 Ontario Bus Replacement Program (OBRP) and the Provincial Public Transit Grant**

The report of the Transit Manager was accepted by Council. The relevant By-law 2008-153 is listed under Item 10 of the Minutes.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that the report of the Transit Manager, Public Works and Transportation dated 2008 08 18 concerning Bus Replacement be accepted; and further that funding from the Ontario Bus Replacement Program and the Provincial Public Transit Grant be combined for the tender and purchase of one (1) parabus and one (1) heavy duty 40-foot bus at an estimated combined cost of \$550,000.00 be approved. CARRIED.

(t) **Proposed Bylaw for the Control and Management of Curb Side Scavenging**

The report of the Waste Diversion Supervisor was accepted by Council. The relevant By-law 2008-149 is listed under Item 10 of the Minutes.

(u) **Request for Signage at McNabb Street/Black Road Intersection**

The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.

5. (u) Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata  
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 08 18 with respect to a request for signage at McNabb Street/Black Road intersection be accepted; and further that no action be taken with respect to signs or pavement marking changes at the intersection. CARRIED.

(v) **Excessive Speeds and Traffic Concerns on Rushmere Drive**  
The report of the Chief of Police and the report of the Deputy Commissioner of Public Works and Transportation was received by Council.

Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that the report of the Chief of Police dated 2008 06 30 concerning City Council Resolution - Excessive Speeding on Rushmere Drive be accepted as information; and  
Further resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 08 18 also be accepted as information; and  
Further that Police Service continue to monitor the speed of vehicles on Rushmere Drive. (TABLED UNTIL A MEETING IS HELD BETWEEN NEIGHBOURHOOD/STAFF.) OFFICIALLY READ NOT DEALT WITH.

Councillor L. Turco declared a pecuniary interest - spouse employed by Police Service.

(w) **Sault Ste. Marie Police Service 2007 Annual Report**  
The report of the Chief of Police was accepted by Council.

Moved by Councillor S. Myers  
Seconded by Councillor D. Celetti  
Resolved that the report of the Chief of Police dated 2008 07 17 concerning the Sault Ste. Marie Police Service 2007 Annual Report be accepted as information. CARRIED.

Councillor L. Turco declared a pecuniary interest - spouse employed by Police Service.

## **PART TWO – REGULAR AGENDA**

### **6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

#### **6. (3) ENGINEERING**

##### **(a) Request From EnQuest Power Corporation to Enter Into a Memorandum of Understanding with the Corporation of the City of Sault Ste. Marie**

The report of the Land Development and Environmental Engineer was accepted by Council.

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that the report of the Land Development and Environmental Engineer dated 2008 08 18 concerning Request from EnQuest Power Corporation to enter into a Memorandum of Understanding with the Corporation of the City of Sault Ste. Marie be accepted and the recommendation

1. that the MOU be entered into with EnQuest Power Corporation for a six-month period of time which will allow EnQuest to further prove/support their claims to both the City and the MOE; and
  2. that following the six-month stage, a further report be prepared by Staff for Council to present the success/failure of the pilot project based on the criteria established by the MOE and the City; and
  3. that Council approve the continuance of the landfill operation and the City's continuing investigation of the present waste management EA study,
- be approved. CARRIED.

##### **(b) Sussex Road Bridge**

The report of the Director of Engineering Services was accepted by Council.

Moved by Councillor T. Sheehan

Seconded by Councillor D. Celetti

Resolved that the report of the Director of Engineering Services dated 2008 08 18 concerning Sussex Road Bridge be accepted as information. CARRIED.

Moved by Councillor F. Fata

Seconded by Councillor S. Myers

Whereas the residents in the Sussex Road/Farewell Terrace area have enjoyed the use of a two-way bridge on Sussex Road between Farewell Terrace and Korah Road for several generations; and

Whereas this bridge was originally constructed by the Township of Korah when this neighbourhood was in fact part of the said Township; and

Whereas the existence of this bridge has assisted in relieving much of the traffic burden that otherwise would be using a very busy section of Second Line; and

Whereas it has been determined that the said bridge is now unsafe to continue using and therefore needs to either be replaced or the street dead-ended; and

6. (3)  
(b) Whereas Council wishes to continue to provide the same historical service to the neighbourhood by replacing the structure with a new two-lane structure; Now therefore be it resolved that City Council authorizes the Engineering Department to commence the design for the replacement of this bridge and that it be placed as a priority item on the 2009 Capital construction slate of projects be approved. CARRIED.

6. (6) **PLANNING**

- (a) **Application No. A-17-08-Z - Fred and Sandra Gordon - 1425 Old Garden River Road - Request to Amend Zoning By-law to Permit Outdoor Storage of Landscaping Stone**

The report of the Planning Division was received by Council.

Moved by Councillor B. Hayes  
Seconded by Councillor L. Turco

Resolved that Application No. A-17-08-Z - 1425 Old Garden River Road BE DEFERRED to the September 8, 2008 Council Meeting in order to give the applicant and neighbours an opportunity to resolve their concerns and find a compromise to this rezoning matter. CARRIED.

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-17-08-Z - Fred and Sandra Gordon be accepted and the Planning Director's recommendation that City Council approves the applicant's request to rezone the subject property from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following condition: 1. that the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line be endorsed.  
**OFFICIALLY READ NOT DEALT WITH.**

- (b) **Application No. A-19-08-Z - Victor Alfano - 248 Wallace Terrace - Request to Amend Zoning By-law to Permit Parking in Association With Abutting Commercial Use (Auto Body Shop)**

The report of the Planning Division was accepted by Council.

6. (6)  
(b) Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata  
Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-19-08-Z - Victor Alfano be accepted and the Planning Director's recommendation that City Council rezone the subject property from Low Density Residential (R3) zone to Low Density Residential with a Special Exception (R3.S) zone to permit the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace only, in addition to the uses permitted within the (R3) zone, subject to the 5 conditions contained in the report be endorsed. CARRIED.
- (c) **Application No. A-20-08-Z.OP - Neil Martin - 1131 Maki Road - Request to Amend Official Plan to Permit a Rural Residential Dwelling**  
The report of the Planning Division was received by Council.  
Moved by Councillor T. Sheehan  
Seconded by Councillor D. Celetti  
Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-20-08-Z.OP - Neil Martin be accepted and the Planning Director's recommendation that City Council DENY the applicant's request for an Official Plan Amendment and Rezoning to permit residential development on the subject property be endorsed. DEFEATED.
- Moved by Councillor F. Fata  
Seconded by Councillor O. Grandinetti  
Resolved that Rezoning Application No. A-20-08-Z.OP - Neil Martin - request to amend the City's Official Plan and Zoning By-law to permit a rural residential dwelling at 1131 Maki Road BE APPROVED subject to the rural area provisions outlined in Section 8.5 of Zoning By-law 2005-150. CARRIED.
- (d) **Application No. A-24-08-Z - Palmer Construction Group Inc. - 99 Northern Avenue East - Request to Permit Construction of an Office Building to Accommodate Community Living Algoma**  
The report of the Planning Division was accepted by Council.  
Moved by Councillor L. Tridico  
Seconded by Councillor F. Fata  
Resolved that Rezoning Application No. A-24-08-Z - Palmer Construction Group Inc. - request to permit construction of an office building at 99 Northern Avenue East to accommodate Community Living Algoma BE AMENDED by approving only one entrance/exit on Northern Avenue to the proposed new CLA facility. DEFEATED.

6. (6)  
(d) Recorded Vote

For: Councillors L. Turco, L. Tridico, F. Fata, T. Sheehan  
Against: Mayor J. Rowswell, Councillors J. Caicco, B. Hayes, D. Celetti,  
O. Grandinetti, S. Myers, S. Butland, P. Mick  
Absent: Councillor F. Manzo

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

Resolved that the report of the Planning Division dated 2008 08 18 concerning Application No. A-24-08-Z - Palmer Construction Group Inc. be accepted and the Planning Director's recommendation that City Council approve a Special Exception to the General Commercial (C4) regulations to reduce the required front yard setback from 7.5m to 7.0m and the required exterior yard setback from 7.5m to 4.7m be endorsed. CARRIED.

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

- (a) Moved by Councillor S. Butland  
Seconded by Councillor T. Sheehan  
Resolved that Council discuss the merit of adopting the mantle as "Greenest City in Canada" or "Alternative Energy Capital of Canada".  
Items to be considered:  
1) is the claim defensible?  
2) potential cost implications?  
3) community support?  
4) any downside to laying claim to the title?  
5) organizational support: Green Committee, Economic Development Corporation, Chamber of Commerce, Educational Institutions?  
6) communications strategy?  
7) kick off event? (TABLED AT MOVER'S REQUEST FOR 3 OR 5 WEEKS.)  
OFFICIALLY READ NOT DEALT WITH.

7. (b) Moved by Councillor T. Sheehan  
Seconded by Councillor S. Myers  
Whereas construction of the most recent phase of the City's boardwalk has been completed and is being enjoyed by many residents and visitors alike; and Whereas members of City Council and staff continue to receive many compliments with respect to this phase of the City's waterfront walkway; and Whereas the City of Sault Ste Marie has been recognized by many other cities for its waterfront development and, in particular, its walkway and bicycle paths along the St. Mary's River; and  
Whereas the completion of the City's hub trail initiative involves the continuation of the walkway system from the City's waterfront to several tourist attractions including the Sault Ste. Marie Museum, the Bush Plane Museum, the Ermatinger National Historic Site (Old Stone House) and the Clergue Block House and further connecting to other portions of the trail; and  
Whereas it is imperative that the City not lose its current momentum in seeing this project continued through to its completion;  
Now therefore be it resolved that appropriate City staff prepare a report for Council detailing the next steps to be taken including required design, funding and proposed time frames, to ensure that this very important initiative be completed by 2010; and  
Further that Council instruct the Planning Director to begin a dialogue with Petro Canada about the redevelopment of the old Tank Farm site. CARRIED.
- (c) Moved by Councillor P. Mick  
Seconded by Councillor B. Hayes  
Whereas Manitou Park Subdivision has two access roads: The Boundary, Frontenac, Adeline, McNabb intersection which also includes a railway crossing and the Manitou Drive extension which has a stop sign necessitating local residents to wait several minutes to exit the subdivision during busy times; and Whereas there is a Propane Depot and numerous oil tanks on McNabb Street near this exit;  
Therefore be it resolved that Council requests appropriate staff to report back on measures taken to ensure the safety and evacuation of Manitou Park residents in the case of a fire or explosion. CARRIED.
- (d) **Notice of Motion**  
Moved by Councillor D. Celetti  
Seconded by Councillor O. Grandinetti  
Whereas with the increase in crime in all areas of our City and the lack of enforcement to deal with these crimes with youths aged 16 and younger roaming our City streets at all hours of the night, into the early hours of the morning;

7. (d) Be it resolved that Council instruct the proper staff and City Police to report back to Council on the feasibility of a curfew for children 16 years of age and under to be off city streets and in their own homes between the hours of 10:30 p.m. and 6:30 a.m., and if found on the streets without accompaniment of an adult will be returned to their homes and parents will be held accountable and charged.

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 S. Myers

Seconded by Councillor F. Fata

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 08 18 be approved. CARRIED.

(a) Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that By-law 2008-144 being a by-law to authorize the sale of a portion of property located on lower Hudson Street to the registered owner of 89 Hudson Street be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.

Councillor L. Tridico declared a pecuniary interest - family owns property adjacent to Studio 10.

(b) Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that By-law 2008-146 being a by-law to amend By-law 80-128 (being a by-law for the use, regulation, protection and government of the municipal parks in the City of Sault Ste. Marie) be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.

(c) Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that By-law 2008-147 being a by-law to amend Fire Route By-law 81-404 be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.

10. (d) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that By-law 2008-149 being a by-law for the control and management of refuse and recycling scavenging be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.
- (e) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that By-law 2008-150 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 99 Northern Avenue East be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.
- (f) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
  
Resolved that By-law 2008-151 being a by-law to permit the temporary street closing of a portion of Queensgate Boulevard on September 6, 2008 (rain date September 13, 2008) between the hours of 12:00 noon to 10:00 p.m. be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.
- (g) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that By-law 2008-152 being a by-law to authorize the execution of the Naming, Advertising and Sponsorship Agreement between the City and Essar Steel Algoma Inc. be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.
- (h) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that By-law 2008-153 being a by-law to authorize the execution of a Letter of Agreement between the City and the Ontario Minister of Transportation for funding under the Ontario Bus Replacement Program be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. CARRIED.
- (i) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata  
Resolved that By-law 2008-154 being a by-law to adopt Amendment No. 152 to the Official Plan; and further be it resolved that By-law 2008-155 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning lands located at civic 1131 Maki Road be read three times and passed in Open Council this 18<sup>th</sup> day of August, 2008. (Martin) CARRIED.

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

(a) Moved by Councillor S. Myers  
Seconded by Councillor F. Fata

Resolved that Council shall now go into Caucus to:

1. discuss proposed disposition of property located on Yates Avenue; and
2. discuss proposed acquisition and disposition of property located in the area of Black Road; and

Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED.

Mayor J. Rowswell declared a pecuniary interest concerning two matters; Councillor O. Grandinetti and Councillor J. Caicco each declared a pecuniary interest concerning one matter at the 2008 08 18 Council Caucus Meeting.

12. **ADJOURNMENT**

Moved by Councillor T. Sheehan  
Seconded by Councillor F. Fata

Resolved that this Council shall now adjourn. CARRIED.

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MAYOR

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CLERK



200 University Ave, Suite 801  
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 E-mail: amo@amo.on.ca



## MEMBER COMMUNICATION

ALERT N°: 08/036

*To the attention of the Clerk and Council*  
 August 21, 2008

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

### Ontario Small Waterworks Assistance Program – Part 2

**Issue:** Funding under Part 2 of the Ontario Small Waterworks Assistance Program (OSWAP) is available to communities that provide drinking water services to 1,001 – 5,000 residents.

**Background:**

In August 2007, the Government of Ontario announced a five-year, \$40 million funding program to provide operating and capital grants to Ontario's smaller waterworks.

The Ontario Small Waterworks Assistance Program (OSWAP) was launched on August 31, 2007 as the first stage of the program. Through OSWAP, \$8 million in entitlement operating grants is being provided to municipalities and LSBs with public drinking water systems serving 1,000 or fewer residents. The first year of OSWAP funding was issued to eligible communities early in 2008 and the program will sunset in 2012.

The second stage of the program, OSWAP-2 was launched by the Ministry of Energy and Infrastructure on August 21, 2008. OSWAP-2 will provide \$12 million over four years in entitlement operating assistance to municipalities and LSBs with public drinking water systems serving 1,001 to 5,000 residents. OSWAP and OSWAP-2 grants are provided on an entitlement basis.

OSWAP-2 grants provide funding to address immediate drinking water system operating pressures and support specific projects that improve system management and operation in small communities. The funding is intended to help build capacity and move drinking water systems toward long-term financial sustainability.

The third part of the program is under development by the Ministry of Energy and Infrastructure and details have not yet been released. AMO will continue to inform members of funding availability as details become available.

**For further information:**

OSWAP Secretariat  
 c/o Rural Community Development Branch  
 Ontario Ministry of Agriculture, Food and Rural Affairs  
 1 Stone Road West, 4th Floor, Guelph, ON N1G 4Y2

Telephone: 1-888-588-4111 Email: [OSWAP@ontario.ca](mailto:OSWAP@ontario.ca) Website: [www.ontario.ca/OSWAP](http://www.ontario.ca/OSWAP)

**Action:** AMO continues to advocate for stable, long-term, predictable funding for municipalities for water and wastewater infrastructure, roads and bridges and other priorities.

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*



5(a)



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E-mail: amo@amo.on.ca



## MEMBER COMMUNICATION

FYI N°: 08-012

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

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

### Climate Change and Engineering Symposium

The Ontario Society of Professional Engineers (OSPE) Centre of Engineering Excellence is presenting a one day international symposium entitled **Engineering in a Climate of Change**. Municipal sector participants are welcome.

The symposium will take place on October 16, 2008 at the Ontario Science Centre, 770 Don Mills Road, Toronto M3C 1T3.

The event will explore the potential for applying scientific and technological advances to climate change mitigation and adaptation efforts.

Keynote addresses will be delivered by:

- Dr. Ron Prinn, Director of MIT's Centre for Global Change Science; and
- Paul Cadario, Senior Manager, Trust Fund Quality Assurance & Compliance, World Bank.

For further information, please see: <http://www.ospecimatechange.ca/>

*This information is available in the Policy Issues section of the AMO website at [www.amo.on.ca](http://www.amo.on.ca).*

5(a)



FOR IMMEDIATE RELEASE  
AUGUST 25, 2008

## McGuinty Government Invests an Additional \$1.1 Billion in Municipal Infrastructure

### Short Term Gain and Long Term Investment for all Municipalities in Ontario

Ottawa, Ontario – Premier Dalton McGuinty's announcement of an additional \$1.1 billion to municipal infrastructure will benefit all municipalities in Ontario.

The investment, expected to create as many as 11,000 construction jobs in the short term and make Ontario's economy more competitive in the long term, was triggered by the release of the 2007-08 Public Accounts.

The increase in infrastructure funding is a result of the *Investing in Ontario Act, 2008*. Because of that act, the government's surplus above \$600 million for the 2007-2008 fiscal year was able to flow to municipalities to fund infrastructure projects.

OGRA President David Leckie welcomed the announcement and is thrilled that each municipality across Ontario will profit. "This announcement shows that the McGuinty government is working with municipalities across Ontario to improve roads and bridges, expand public transit and build other municipal projects. The provincial government is investing in and helping to create stronger communities."

Joseph Tiernay, Executive Director of OGRA said, "With today's announcement, the McGuinty government has invested a total of \$3.5 billion towards municipalities for infrastructure in 2007-08, which is helping to relieve Municipal infrastructure challenges."

The allocation is shared among all municipalities, primarily on a per capita basis based on their 2006 census population.

Please refer to the PDF Chart - Distribution Under the Investing in Ontario Act to view the allocation methodology for each Municipality in Ontario as posted on the Ministry of Finance website.

5(a)

The Ontario Good Roads Association represents the infrastructure interests of municipalities through advocacy, consultation, training and the delivery of identified services.

*For further information, please contact Colette Caruso, Communications and Marketing Coordinator, Ontario Good Roads Association, 905-795-2555*

-30-

# COMBATING CLIMATE CHANGE

A two-day Technology Transfer Seminar  
to explore the role of municipal public works in mitigating and  
adapting to the effects of climate change in Ontario.

*Wednesday, October 22, 2008*

**Theme: Mitigating our Contribution to GHG**

- Atmospheric Hazards: What's In Store for Ontario?
- Alternative Energy
  - Energy from biomass
  - Alternative fuels
  - Green fleets
- Municipal Carbon Footprint, Carbon Taxes, Carbon Credits
- Reducing GHG through Municipal Construction Practices
  - Warm asphalt
  - GHG reduction in the cement industry
  - Calculating GHG emission savings
- Reducing GHG through Transportation Planning
  - Active transportation
  - Integrated public transit
  - Regulated idling
  - Improved traffic flow

**Keynote:**

Gord Miller, Environment Commissioner for Ontario  
*Report Card on Ontario's Mitigation Efforts*

*Thursday, October 23, 2008*

**Theme: Adapting to the Effects of Climate Change**

- Adapting Design and Construction Standards
  - Pervious pavement
  - Highway drainage
  - Ontario's Building Code
  - Stormwater Management
- Climate Change and Winter Maintenance — More Ice, More Problems
- Lower Lake Levels = Bigger Issues
  - Water Quality
  - Effects on Harbours
  - Effects on Tourism and Recreation

**Keynote:**

*City of Toronto's Program for Mitigating and Adapting to Climate Change*

Mississauga Convention Centre, 73 Derry Road East, Mississauga, Ontario  
For more information contact: 905-669-6600 or email: [www.cqsl.org](http://www.cqsl.org)  
215-367-3131; fax: 215-367-7255; e-mail: [info@cqsl.org](mailto:info@cqsl.org)

Member registration fee \$175.00 + GST

Non-member registration fee \$400.00 + GST



5(a)

# General Registration Form

Last Name	First Name	Middle Initial
Name	Title	
Employer	Dept.	
Business Address		
City/Town	Prov.	Postal Code
Bus. Telephone	Fax	E-mail (mandatory)
<b>PROGRAMS</b>		
Other Courses	Combating Climate Change Workshop	
Municipal Infrastructure Training	Municipal Infrastructure Training - Indicate preferences by course code.	
Guelph Road School	#1 Choice	#2 Choice
Snow School	<input type="checkbox"/> ACI Concrete Certification (optional for TM-35 only add on \$425) Accommodations: Contact the Delta Meadowvale Hotel at 905-542-4003 to book a room. State course name and request OGRA rate. <input type="checkbox"/> T.J. Mahony Road School - Construction Section <input type="checkbox"/> C.S. Anderson Road School - Indicate preferences by course code.	
	#1 Choice	#2 Choice
	Campus Accommodation for Guelph Road School courses only.	
	<input type="checkbox"/> I do not require meals & accommodation on campus <input type="checkbox"/> I require meals & accommodation on campus	
	<input type="checkbox"/> Package 1 (includes meals accommodation) <input type="checkbox"/> Package 2 (excludes accommodation)	
<b>METHOD OF PAYMENT</b> (Please check one)		
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> CHEQUE
Sub-Total		
(If paying by cheque make payable to: Ontario Good Roads Association; 6355 Kennedy Rd., Unit 2, Mississauga, ON L5T 2L5. Indicate the student's name on the back of your cheque.)		
+ 5% GST GST# 104000450R7		
Card #	Exp. Date	TOTAL
Name on card		Signature
<b>REFUND POLICY</b> If written cancellation is received at least 10 working days in advance - 100% Refund. If written cancellation is received 9-3 working days in advance - 50% Refund. If written cancellation is received less than 3 working days in advance - No Refund. If payment has not been received at the time of cancellation, an invoice will be issued for the appropriate amount as costs have already been incurred. If circumstances prevent a previously registered person from attending a course, substitutions are permitted up to and on the day of the event.		
<b>NOTE:</b> There is a 25% surcharge on OGRA courses for non-members of OGRA, and on MIT and Water/Wastewater Treatment courses for non-members of OGRA and MWA.		
<b>Please initial here</b> <input type="checkbox"/> If you are a Professional Engineer and wish to have a record of your training maintained by the Engineering Institute of Canada.		 <b>EXPRESS SERVICE</b> <b>Fax your completed application to us at</b> <b>905-795-2660.</b>
<b>Contact us at 905-795-2555 or by e-mail at <a href="mailto:info@ogra.org">info@ogra.org</a>.</b> If you have special needs, call the OGRA office to discuss your requirements.		
<b>Recommended by:</b> (Complete this section if you are registering for C.S. Anderson or Municipal Infrastructure Training courses.)		
Name		
Signature		Tel.

# 2008 Snow and Ice Colloquium

October 15 & 16 • Mississauga Convention Centre

## Trade Show now expanded to both days!

*Wednesday, October 15*

Moderator - Gary Walsh, City of Toronto

7:30 a.m. *Registration, Continental Breakfast & Trade Show*

8:30 a.m. *Introduction*

The Winter of 2008: Challenges Faced, Solutions Found

8:45 a.m. *What to do with all that snow?*

Peter Nochammer, City of Toronto

9:30 a.m. *The Special Challenges of Heavy Snowfall*

Max Miner, City of Ottawa

10:00 a.m. *Coffee Break, Networking & Trade Show*

Too Much Snow, Not Enough Salt - What Happened Last Winter?

10:30 a.m. *Salt Shortage or Unexpected Demand?*

Dick Hanneman, Salt Institute

11:00 a.m. *Canadians Love Weather*

Chris St. Clair, The Weather Network

11:30 a.m. *When Challenges Become Opportunities - Redefining Brampton's Winter Service Levels*

Ken Lauppe, City of Brampton

12:00 p.m. *Lunch, Networking & Trade Show*

1:00 p.m. *Keynote Speaker*

What We've Learned So Far

1:30 p.m. *ORSMG - Who We Are, What We Do and How We Handle Winter*

Paul Johnson, County of Wellington, Chair of ORSMG

2:15 p.m. *ORSMG - What's New in Training?*

Heather Crewe, OGRA

2:30 p.m. *Coffee Break, Networking & Trade Show*

Risk, Standards and Compliance

2:45 p.m. *Are You Defensible? The Risk Management Side of Winter Maintenance*

Robert Dempsey, The Guarantee Company of North America

3:15 p.m. *Application and Evolution of the Minimum Maintenance Standards*

J. Murray Davison, Paterson MacDougal LLP

3:45 p.m. *Meeting Your Hours of Service in Spite of Old Man Winter*

Frank Hull, OGRA

4:00 p.m. *Adjourn*

*Thursday, October 16*

Moderator - Joe Tierney, OGRA

7:30 a.m. *Continental Breakfast & Trade Show*

Four Years On Are We Getting Anywhere with Salt Management?

8:30 a.m. *Introduction*

*Road Salt Management Reporting - The First Three Years*

Lise Tridel, Environment Canada

9:00 a.m. *The Urgency of Compliance*

Bob Hodgins, Ecopians Ltd.

9:15 a.m. *Heated Bridges: A Case Study Update*

Tom Bateman, Essex County

9:45 a.m. *Salt Management in the Private Sector: An Update on Waterloo Region's Smart About Salt Program*

Leanne Lobe, Region of Waterloo

10:00 a.m. *Coffee Break, Networking & Trade Show*

New Practices, New Technologies

10:30 a.m. *Winter Maintenance - It's Not Just for Cars Anymore*

Dominic Guthrie, City of Toronto

11:00 a.m. *New Initiatives at MTO*

Max Perchanok, Ministry of Transportation

11:30 a.m. *Getting the Word Out: A Joint Media Campaign*

Sheila McKerroll, Grey County

12:00 p.m. *Lunch, Networking & Trade Show (Trade Show will end at 1:00 p.m.)*

1:30 p.m. *Snow Elimination in Montreal*

Keynote: Michel Frenette, City of Montreal

1:30 p.m. *Assessing the Efficacy of Current Voluntary Road Salt Management Programs in the Regional Municipality of Waterloo*

Dr. Michael Stone, University of Waterloo

2:00 p.m. *Tow Plowing*

Craig White, 407 ETR

2:30 p.m. *Enforcement of Bylaws Affecting Snow Removal*

Darlene Barker, Town of Whitby

3:00 p.m. *Continuing to Green the Fleet*

Laurie Canning, Town of Markham

4:00 p.m. *Adjourn*

Member Registration Fee \$375.00 + GST • Non-Member Registration Fee \$460.75 + GST

Continental Breakfast, Lunch and Refreshment Breaks.

Visit [www.ogra.org](http://www.ogra.org) or contact Frank Hull at [Frank@ogra.org](mailto:Frank@ogra.org)

Registration form attached



# General Registration Form

Last Name:	First Name:	Middle Initial:
Name:	Title:	
Employer:	Dept.:	
Business Address:		
City/Town:	Prov.:	Postal Code:
Bus. Telephone:	Fax:	E-mail (mandatory):
<b>PROGRAMS</b>		
Other Courses:	2008 Snow and Ice Colloquium \$	
Municipal Infrastructure Training:	Municipal Infrastructure Training - Indicate preferences by course code. \$	
	#1 Choice _____	#2 Choice _____
	<input type="checkbox"/> ACI Concrete Certification (optional for TM-15 only add an \$125)	
	Accommodation: Contact the Delta Meadowvale Hotel at 905-542-4003 to book a room. State course name and request OGRA rates.	
Guelph Road School:	<input type="checkbox"/> T.J. Mahony Road School - Construction Section \$	
	<input type="checkbox"/> C.S. Anderson Road School - indicate preferences by course code. \$	
	#1 Choice _____	#2 Choice _____
	Campus Accommodation for Guelph Road School courses only. \$	
Snow School:	<input type="checkbox"/> I require meals & accommodation on campus <input type="checkbox"/> I require meals & accommodation on campus \$	
	<input type="checkbox"/> Package 1 (includes onsite accommodation) <input type="checkbox"/> Package 2 (includes accommodation)	
<b>METHOD OF PAYMENT</b> (Please check one)		
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> CHEQUE
		Sub-Total:
(If paying by cheque make payable to: Ontario Good Roads Association; 6355 Kennedy Rd., Unit 2, Mississauga, ON L3T 2L5. Indicate the student's name on the back of your cheque.)		+ 5% GST GST# 1C4303460RT \$
Card #:	Exp. Date:	TOTAL:
Name on card:	Please Print:	Signature:
<b>REFUND POLICY</b>		
If written cancellation is received at least 10 working days in advance – 100% Refund. If written cancellation is received 9-3 working days in advance – 50% Refund. If written cancellation is received less than 3 working days in advance – No Refund. If payment has not been received at the time of cancellation, an invoice will be issued for the appropriate amount as costs have already been incurred. If circumstances prevent a previously registered person from attending a course, substitutions are permitted up to and/or the day of the event.		
<b>NOTE:</b> There is a 25% surcharge on OGRA courses for non-members of OGRA, and on MIT and Water/Wastewater Treatment courses for non-members of OGRA and MEA.		
<b>Please initial here</b> <input type="checkbox"/>		<b>If you are a Professional Engineer and wish to have a record of your training maintained by the Engineering Institute of Canada.</b>
 <b>EXPRESS SERVICE</b> <b>Fax your completed application to us at 905-795-2660.</b>		
<b>Contact us at 905-795-2555 or by e-mail at <a href="mailto:info@ogra.org">info@ogra.org</a>. If you have special needs, call the OGRA office to discuss your requirements.</b>		
<b>Recommended by:</b> (Complete this section if you are registering for C.S. Anderson or Municipal Infrastructure Training courses.)		
Name: _____ Signature: _____ Tel. _____		

**Donna Irving**

**From:** communicate@amo.on.ca  
**Sent:** September 3, 2008 4:13 PM  
**To:** Donna Irving  
**Subject:** 2008 CRST Conference: Partnership and Innovation  
  
**Attachments:** Reg\_Form\_Web.pdf



Reg\_Form\_Web.pdf  
(165 KB)

2008 CRST CONFERENCE  
October 26 to 29, 2008

"Partnership and Innovation"

Hosted by - the City of London and Middlesex County

Four Points Sheraton, 1150 Wellington Road South, London, Ontario, N6E 1M3 For accommodation information please visit the AMO website at [www.amo.on.ca](http://www.amo.on.ca)  
<<http://www.amo.on.ca>>

Registration form is attached, or register online at [www.amo.on.ca](http://www.amo.on.ca) <<http://www.amo.on.ca>>

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Draft Program at a Glance...

Join fellow delegates for a program of interesting and thought provoking sessions held in the picturesque City of London. Here are some of the interesting ideas and events we are developing for this year's program:

Program Ideas and Speakers: (subject to change)

- \* Keynote Speaker: John Ibbetson discusses how the outcome of the US elections will impact on Canada
- \* Immigration with Alan Broadbent, Maytree Foundation
- \* Inter-municipal public transit with Metrolinx Chair Rob MacIsaac
- \* Climate Change with Gordon McBean, Research Chair - Policy, Institute for Catastrophic Loss Reduction, The University of Western Ontario
- \* Municipal Affairs and Housing Minister Jim Watson
- \* Children and Youth Services Minister Deb Matthews on the Government's poverty agenda
- \* Models of local community planning and collaboration on poverty reduction strategies
- \* How and when to hold closed meetings
- \* Communications and Media 101
- \* What's new in Infrastructure Funding, including the latest information on the Building Canada Fund
- \* Municipal Cultural Planning

5(a)

**COUNTIES, REGION AND, SINGLE TIER MUNICIPALITIES, &  
DISTRICT SOCIAL SERVICES ADMINISTRATION BOARDS  
2008 ANNUAL CONFERENCE**

**"Partnership and Innovation"**

Hosted by – the City of London and Middlesex County

REGISTRATION FORM – Please send to 416-971-9372 for processing  
(please type or print)

October 26 to 29, 2008  
Four Points Sheraton  
1150 Wellington Road South  
London, Ontario  
N6E 1M3



Name \_\_\_\_\_

Title \_\_\_\_\_

Municipality \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**Payment MUST accompany registrations. FAX Credit Card Payments & Registration Form to AMO 416-971-9372**

Please indicate registration choice below:

<b>Fee does not include GST</b>  <input checked="" type="checkbox"/>	<b>AMO MEMBERS</b>			
	<b>Early Bird</b> Before Sept 22	<b>Regular</b> After Sept 22	<b>On Site</b> Oct 26 - 29	<b>Total Fees</b>
Full Registration	450.00	510.00	572.00	
1 Day - Monday	210.00	210.00	210.00	
1 Day - Tuesday	210.00	210.00	210.00	
1 Day - Wednesday	105.00	105.00	105.00	
Companion★	210.00	230.00	230.00	
Extra Banquet Tickets		75.00		
			<b>SUB-TOTAL</b>	
			<b>ADD 5% GST</b>	
			<b>TOTAL</b>	

<b>Fee does not include GST</b>  <input checked="" type="checkbox"/>	<b>Non-Members, including Government</b>			
	<b>Early Bird</b> Before Sept 22	<b>Regular</b> After Sept 22	<b>On Site</b> Oct 26 - 29	<b>Total Fees</b>
Full Registration	535.00	605.00	675.00	
1 Day - Monday	225.00	225.00	225.00	
1 Day - Tuesday	225.00	225.00	225.00	
1 Day - Wednesday	115.00	115.00	115.00	
Companion★	230.00	260.00	260.00	
Extra Banquet Tickets		75.00		
			<b>SUB-TOTAL</b>	
			<b>ADD 5% GST</b>	
			<b>TOTAL</b>	

GST Registration# R106732944

\* For companion registration please complete Companion Selection Form – please note companion selection does not include a banquet ticket.

<b>Payment Method:</b> <input type="checkbox"/> Cheque <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa Card Number: _____ Expiration Date: m _____ y _____ Cardholder's Name (exactly as on card): _____ Signature: _____ <b>Please make cheques payable to:</b> Association of Municipalities of Ontario 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6	<b>Refund Policy:</b> Cancellation MUST be made in writing before October 10 <sup>th</sup> 2008. An administration charge of \$74.20 (\$70.00 plus \$4.20 GST) will apply  <b>Registration Inquiries:</b> Anita Surujdeo, A/R & Special Events Clerk <a href="mailto:asurujdeo@amo.on.ca">asurujdeo@amo.on.ca</a> 416-971-9856 ext. 344 • Fax: 416-971-9372  <b>Please note any special dietary requirements here:</b> _____
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AMO collects, uses and discloses the information requested to promote the interests of the municipal sector. It may also be shared with selected third parties to generate operating revenues for AMO. Under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by AMO for all purposes described above.

Events:

\* Welcome reception at the Middlesex County building, sponsored by Labatt's Brewery and the City of London

\* A Night At The Races - join fellow delegates for an evening of dining and entertainment provided by The Rat Pack at the Western Fair, one of London's great entertainment venues.

...and so much more...

Complete program details as well as information on CRST out-trips and the companion's program will be available on our website in early September. See you in London.

---

If you have problems opening the attachment(s) please call AMO at (416) 971-9856.

PLEASE NOTE

AMO communications will be broadcast to the municipality's administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff and elected officials as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER

These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

5(b)



Algoma  
PUBLIC HEALTH  
Santé publique Algoma

AA Northan MD MHSc FRCP(C)  
Medical Officer of Health  
[www.algomapublichealth.com](http://www.algomapublichealth.com)

August 11, 2008

To Algoma Municipalities:

**Blind River**  
Community Services Centre  
15 Hanes Avenue  
P0R 1B0  
Tel: 1 (705) 356-2551  
TF: 1 (888) 211-4739  
Fax: 1 (705) 356-2494

At the June 2008 meeting of Algoma Public Health's Board of Directors, two resolutions were passed after a discussion regarding two key determinants of health – housing and income.

I am forwarding these resolutions for your information and to broaden this necessary discussion in the interest of improving the health of our populations.

**Elliot Lake**  
Algo Centre  
151 Ontario Avenue  
P5A 2T2  
Tel: 1 (705) 848-2314  
TF: 1 (888) 211-6749  
Fax: 1 (705) 848-1911

**Resolution #1:**

*Whereas it is accepted that one of the key determinants of health that determines the health of a community is adequate, safe and affordable housing, be it resolved that the May 2008 report of the Algoma Public Health Director of the Community Mental Health Program be accepted as information and further that the Board of Algoma Public Health encourage the municipalities within the District of Algoma to develop housing strategies, policies and incentives that promote and support access to safe affordable housing to meet the needs of individuals and families with limited incomes. Resolution approved.*

Throughout Ontario and beyond, our communities' vulnerable citizens are struggling to find and maintain appropriate and affordable housing. I encourage municipal leaders to explore creative strategies that may increase local housing development for low income individuals and families.

**Sault Ste. Marie**  
Civic Centre  
99 Foster Drive  
P6A 5X6  
1st Floor  
8th Floor  
Tel: 1 (705) 759-5287  
TF: 1 (866) 892-0172  
Fax: 1 (705) 759-1534

126 Queen Street East  
P6A 1Y5  
Tel: 1 (705) 942-3103  
Fax: 1 (705) 942-9915

186 East Street  
P6A 3C5  
Tel: 1 (705) 759-3935  
Fax: 1 (705) 759-2105

63 East Street  
Unit 1  
P6A 3C4  
Tel: 1 (705) 759-1844  
Fax: 1 (705) 759-5953

**Wawa**  
18 Ganley Street  
P0S 1K0  
Tel: 1 (705) 856-7208  
TF: 1 (888) 211-8074  
Fax: 1 (705) 856-1752

**Resolution #2:**

*Whereas it is accepted that one of the key determinants of health that determines the health of a community is sufficient income, be it resolved that the Board of Algoma Public Health encourage the Province to review the income amounts that are dispersed to vulnerable individuals receiving Ontario Disability Support Program (ODSP) and Ontario Works (OW) benefits in the interest of enhancing this essential determinant of health for low income populations. Resolution approved.*

Since access to nutritional food, education, social environments and a good number of other determinants of health are dependent on sufficient income, the province is encouraged to review the income amounts of the Ontario Disability Support Program (ODSP) and Ontario Works (OW).

Sincerely,

Allan A. Northan MD MHSc FRCP(C)  
Medical Officer of Health  
Algoma Public Health

RECEIVED	
CITY CLERK	
AUG 12 2008	
1 NO.: <u>5104</u>	DIST:

5(b)



28TH SESSION

THE COUNCIL OF THE  
CORPORATION OF THE TOWN OF MILTON

**Resolution**  
**No. 333-08**

Date: August 18, 2008

**BE IT RESOLVED:**

WHEREAS Aluminum Cans and Plastic Drink Containers create significant litter on our Roadways and whereas the deposit/return system for alcoholic beverages has proved an effective deterrent to roadside littering;

AND WHEREAS many of these Plastic Drink Containers contain water obtained by commercial operations with little or no positive benefit for local residents, and whereas large-scale water taking may adversely affect local water resources, and whereas commercial water tanker trucks create uncompensated wear to local roads

AND WHEREAS a deposit may encourage residents to use personal reusable containers reducing the demand for plastic bottled water;

BE IT RESOLVED THAT the Town of Milton endorses the Region of Halton's resolution requesting that the Minister of the Environment consider placing a deposit/return system on aluminum and plastic drink containers and that this resolution be forwarded to the Association of Municipalities of Ontario for circulation to all municipalities in Ontario for information and support.

Contact Information:

Shelly van Empel, Legislative Administrator  
43 Brown Street, Milton, ON, L9T 5H2  
Fax: 905-876-5022  
Phone: 905-878-7252 #2131  
E-mail: [shelly.vanempel@milton.ca](mailto:shelly.vanempel@milton.ca)

**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.*

5(b)

**"WHEREAS** municipalities in Ontario are faced with on-going financial pressures in order to provide reasonable levels of service in Ontario communities, and

**WHEREAS** local property taxes are the main source of funding for municipal budgets, and

**WHEREAS** the Federal Government has shown leadership in exempting municipalities from having to pay GST in recognition of one level of government taxing another,

**NOW THEREFORE BE IT HEREBY RESOLVED THAT** the Council of The Corporation of the City of Owen Sound hereby requests that the Government of Ontario provide a full exemption of provincial sales tax on goods and services to all Ontario municipalities similar to the GST exemption, and further

**THAT** this resolution be forwarded to Premier Dalton McGuinty; The Honourable Dwight Duncan, Provincial Minister of Finance; the Association of Municipalities of Ontario; and Bill Murdoch, M.P.P., Bruce-Grey-Owen Sound, seeking support for municipalities being exempt from provincial sales tax on goods and services, and further

**THAT** this resolution be circulated to all municipalities in Ontario through an AMO broadcast seeking support for municipalities being exempt from provincial sales tax on goods and services."

Contact Information:

Marion I. Koepke, C.M.O.  
City Clerk  
City of Owen Sound  
808 2<sup>nd</sup> Avenue East  
Owen Sound, Ontario N4K 2H4  
Phone (519) 376-1440 ex 221  
Fax (519) 371-0511  
E-mail [mkoepke@e-owensound.com](mailto:mkoepke@e-owensound.com)

**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.*

5(b)

"**THAT** Owen Sound City Council hereby endorses resolution 2008-03 from the Ontario Association of Chiefs of Police regarding the exemption of sales tax for Ontario police service purchases:

'**WHEREAS** police services in Ontario are faced with on-going financial pressures to be able to provide reasonable levels of service to keep Ontario communities safe, and

**WHEREAS** local property taxes are the main source of funding for municipal and regional police services budgets, and

**WHEREAS** police services are faced with significant costs in paying for necessary speciality equipment, vehicles and buildings that are unique to ensure a safe Ontario, and

**WHEREAS** the Federal Government has shown leadership in exempting municipalities from having to pay GST in recognition of one level of government taxing another.

**THEREFORE BE IT RESOLVED** that the Government of Ontario provide a full exemption of provincial sales tax on goods and services for Ontario police services similar to the GST exemption.'

and further

**THAT** a copy of this resolution be circulated to all municipalities in Ontario through an AMO broadcast seeking support for the sales tax exemption for Ontario Police Services purchases."

Contact Information:

Marion I. Koepke, C.M.O.  
City Clerk  
City of Owen Sound  
808 2<sup>nd</sup> Avenue East  
Owen Sound, Ontario N4K 2H4  
Phone (519) 376-1440 ex 221  
Fax (519) 371-0511  
E-mail [mkoepke@e-owensound.com](mailto:mkoepke@e-owensound.com)

**DISCLAIMER**

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5(b)

August 13, 2008

Municipalities of Ontario

Dear Council:

Please be advised that Council for the Town of Halton Hills at its meeting of Monday, August 11, 2008 adopted the following resolution:

THAT Council authorize Mayor Bonnette to communicate with Premier Dalton McGuinty and the Attorney General Chris Bentley to;

- request that the Lieutenant Governor in Council appoint one or more persons to conduct a provincial public inquiry into the challenges facing municipalities from implementation of provincial growth legislation, such as the Places to Grow Act and the Bill 51 amendments to the Planning Act, and
- advise the Premier and the Attorney General that such an inquiry is necessary to remove the innuendo and the confrontation in the current development processes and to restore and maintain public confidence in good government in Ontario and its municipalities.

AND FURTHER THAT this resolution be forwarded to all Ontario Municipalities.

The Town of Halton Hills respectfully requests support for this resolution from all Ontario municipalities.

Debbie Edmonds, Acting Town Clerk  
Town of Halton Hills  
1 Halton Hills Drive  
Halton Hills ON L7G 5G2  
Phone: 905-873-2601 x2332      Fax: 905-873-1431

**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.*

5(b)



**TOWNSHIP OF NORTH STORMONT**  
P.O. Box 99, 2 Berwick Victoria Street  
Berwick, Ontario K0C 1G0

August 20, 2008

Hon Dalton McGuinty  
Premier  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

Dear Premier:

At a Council meeting on August 12, 2008, North Stormont Council supported resolution from the Township of Muskoka Lakes, requesting the Board of Directors of MPAC to improve their operations by:

1. allocating provincial funds to correct the over 70,000 errors across the Province for those municipalities with greater reliance on the data receiving priority;
2. making errors and backlog in data a priority to complete;
3. working with lower and upper tier municipalities to correct these errors.

Enclosed a copy of our resolution #365-2008 in this regard, and a copy of the Township of Muskoka Lakes resolution.

Yours truly,

A handwritten signature in black ink that reads "Ginette Martin-Stephan".

Ginette Martin-Stephan  
Deputy Clerk

c.c.: Jim Watson, Minister of Municipal Affairs and Housing  
Norm Miller, MPP  
Opposition Leaders  
AMO  
AMMCTO  
✓All Province of Ontario Municipalities  
Cheryl Mortimer, Township of Muskoka Lakes

<b>RECEIVED</b>	
CITY CLERK	
AUG 28 2008	
NO.:	51054
DIST:	

Tel: (613) 984-2821 Toll-Free: 1-877-984-2821 Fax: (613) 984-2908

Email: [admin@northstormont.ca](mailto:admin@northstormont.ca)

Website: [www.northstormont.ca](http://www.northstormont.ca)



5(b)

# TOWNSHIP OF NORTH STORMONT

## *Resolution*

Moved By: K.P.

Date: August 12, 2008

Seconded By: Jane Aches-HannaResolution #: 365

**THAT** Council support Resolution that was passed at The Township of Muskoka Lakes on July 8, 2008, in that the Township of Muskoka strongly request the Board of Directors of MPAC to improve their operations by:

1. allocating provincial funds to correct the over 70,000 errors across the Province for those municipalities with greater reliance on the data receiving priority;
2. making errors and backlog in data a priority to complete;
3. working with lower and upper tier municipalities to correct these errors.

Recorded Vote:

FOR

AGAINST

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---

---

CARRIED

Dennis P.

Mayor

DEFEATED

Mayor

Declaration Of Conflict Of Interest:

 Disclosed His/Her/Their Interest Vacated His/Her/Their Seat Abstained From Discussion & Did Not Vote On The Question

Clerk



# TOWN OF INNISFIL

2101 INNISFIL BEACH ROAD  
INNISFIL, ONTARIO L9S 1A1  
TEL: (705) 436-3710 • FAX (705) 436-7120  
TOLL FREE: 1-888-436-3710  
WEB SITE: [www.innisfil.ca](http://www.innisfil.ca)

August 18, 2008

To: All Ontario Municipalities  
Re: Ontario Energy Board Order

Town of Innisfil Council at its meeting held on August 13, 2008 adopted Resolution No. CR-341.08 as follows:

*WHEREAS the Ontario Energy Board has ordered Innisfil Hydro to undergo a process to analyze revenue to cost ratios for each customer class; and*

*WHEREAS Innisfil Hydro's analysis indicates that the annual impact is a \$387,500 increase to the Town of Innisfil for streetlight distribution costs; and*

*WHEREAS this increased cost translates to a 2.74% property tax increase for the residents of the Town of Innisfil to bear; and*

*WHEREAS the proposed distribution rates for the relatively small size of streetlight services is proportionally much higher than that for most other distribution customers; and*

*WHEREAS Innisfil Hydro has canvassed other Local Electricity Distributors in Ontario and similar situations exist for all of them.*

*NOW THEREFORE BE IT RESOLVED THAT Council requests that the Association of Municipalities of Ontario as an intervener at the Ontario Energy Board requests that this distribution charge be reviewed/reduced.*

*FURTHER THAT the Chair of the Ontario Energy Board (Howard Wetston) be requested to review and amend streetlight distribution rates to reflect a more accurate cost allocation; and*

*FURTHER THAT the Ontario Minister of Energy and Infrastructure be requested to ensure that the Ontario Energy Board fulfill its mandate being "We will endeavour to consider the interests of all stakeholders in performing our duties in the public interest", by ensuring that the above matters be addressed; and*

*FURTHER THAT this resolution be forwarded to the Association of Municipalities of Ontario for their support; and*

*FURTHER THAT this motion be circulated to all municipalities in Ontario and local MPP's in Simcoe County.*

Your Council's consideration of this matter is appreciated.

John D. Leach  
Town Clerk

#### 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.*

5(c)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: John Fagan TELEPHONE: 759-0524

ADDRESS: 470 Mac Donald POSTAL CODE: P6B 1H9

The above person hereby makes application for the closing of

One lane of Trunk Rd & Black Rd

(Name of street to be closed)

*see attached condition*

from Moore hedges on Trunk

to north of Second line on Black Rd

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

on the 14th day of Sep, 2008 from 9 am/pm to   am/pm  
for the purpose of Terry Fox Run

APPROVALS SECTION:

1. Police Services, Traffic Dept.  
Telephone 949-6300 ext 348  
Fax 759-7820  
580 Second Line East

J. Fagan  
Signature of Official

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

R. E. C.  
Signature of Official

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

P. McNeil  
Signature of Official

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

D. G. Smith  
Signature of Official

5. Central Ambulance Communication  
Centre (C.A.C.C.)  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road

D. Sparbman  
Signature of Official

6. Downtown Association  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
**(QUEEN STREET CLOSINGS ONLY)**

\_\_\_\_\_  
Signature of Official

CITY CLERK SECTION:

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

5(d)



**DEVELOPMENT**  
*Sault Ste. Marie*  
a division of the SSMEDC



Sault Ste. Marie Airport  
Development Corporation



SAULT STE. MARIE  
**CHAMBER**  
OF COMMERCE

News Release  
Development Sault Ste. Marie  
*a division of the SSMEDC*

FOR IMMEDIATE RELEASE  
*September 8, 2008*

**Sunwing Vacations Charter Launch Party**

The Sault Ste. Marie Air Services Committee, chaired by James Caicco, City Councilor, consists of representatives from the City of Sault Ste. Marie, Sault Ste. Marie Airport Development Corporation (SSMADC), Sault Ste. Marie Economic Development Corporation (SSMEDC), Sault Ste. Marie Chamber of Commerce and other stakeholders, who have been investigating opportunities for increased charter and passenger air service for Sault Ste. Marie.

Recently it was announced Sunwing Travel Group would be flying a charter service directly from Sault Ste. Marie to Varadero, Cuba once a week for 13 weeks starting December 22, 2008. Further to this commitment, Sunwing Travel Group also added a weekly charter air service direct from Sault Ste. Marie to Cancun/Riviera Maya, Mexico, starting this December 19, 2008 for 14 weeks. Sunwing is very excited about adding charter services to Sault Ste. Marie and appreciates our city's enthusiasm and support.

In order to celebrate this new charter service, there will be a Sunwing Launch Party for the public at the Canadian Heritage Bushplane Centre on September 17, 2008. The event will run from 4:00-8:00p.m. and includes free admission to the Canadian Heritage Bushplane Centre and the activities. Enjoy refreshments, themed music, barbequed hot dogs, hamburgers and sausages for \$2.00 each, all expertly prepared by Bruni's Fine Foods.

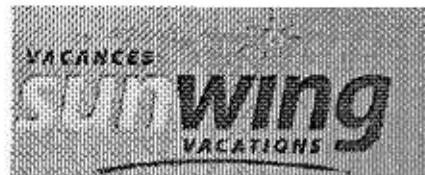
Meet representatives from Sunwing as well as the Cuban and Mexican tourism boards to learn more about these fantastic vacation opportunities, starting at less than \$1,000.00.

All participants will be able to fill out a ballot and have the opportunity to **WIN A FREE TRIP FOR TWO TO MEXICO – TO BE DRAWN THAT EVENING!**

All funds raised from the barbecue will be donated to the Algoma Community Residential Hospice (ARCH). "This is a great opportunity for the public to come to the Canadian Heritage Bushplane Centre to celebrate our new air charter services, have some family fun while and raising money for ARCH as well." stated James Caiocco, City Councilor and Committee Chair.

*For more information:*

James Caiocco – City of SSM (705) 945-6232  
Michael Wozny – SSMEDC (705) 759-5428  
Terry Bos – SSMADC (705) 779-3031 ext. 205  
Kelly Gadon – Sunwing (416) 620-4955 ext. 383  
[www.sunwing.ca](http://www.sunwing.ca)



*Sunwing Vacations is a 100% Canadian owned and operated company that has been in business for 20 years. Sunwing Vacations offers all inclusive vacation packages, leisure flights, group travel, hotel and car rental deals, on ideal vacations to Cuba, Mexico, Costa Rica, the Dominican Republic, St. Lucia, Barbados, Jamaica and Florida, as well as flights within Canada. For the past three years in a row, Sunwing has been listed by Profit Magazine as one of the Fastest Growing Companies in Canada.*

**GREATER ONTARIO REGIONAL COUNCIL OF CARPENTERS,  
DRYWALL AND ALLIED WORKERS - LOCAL 446**



105 - 123 March Street  
Sault Ste Marie Ontario  
Canada P6A 2Z5  
Phone: (705) 949 - 3170  
Fax: (705) 945 - 6087

Tuesday August 19, 2008

Mayor Roswell and Council  
City of Sault Ste. Marie  
99 Foster Drive – Civic Centre  
Sault Ste. Marie, ON, P6A 5X6

Dear Mayor and Councillors,

I am very pleased to inform you that Local 446 has just purchased property and a building at 687 Trunk Road where we will open our own training centre. It is a big undertaking for us, but is essential if we are to keep the maximum number of jobs in our city's construction boom for local tradespersons and apprentices. To help gather the resources required to deliver some of our specialized training we are applying for a grant under the Ontario Skills Training Infrastructure Program and we would deeply appreciate your support of our application.

Respectfully yours,

Tim Stevens  
Trustee on behalf of the Executive of  
Local 446 Sault Ste. Marie  
United Brotherhood of Carpenters and Joiners

TS:sd



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

5(f)  
MEDIA

## NEWS RELEASE

**FOR IMMEDIATE RELEASE**

### **Local Municipal Official Elected to AMO**

**Toronto, ON, September 2, 2008** – At the 109<sup>th</sup> Annual Conference of the Association of Municipalities of Ontario (AMO), Lou Turco, Councillor, City of Sault Ste. Marie, was elected to the AMO Board of Directors. As a member of the Board and the Large Urban Caucus, Lou will help set policy for the Association and serve as a key municipal leader in the Province.

"AMO's Board of Directors benefits from membership from across the Province, reflecting the diversity of Ontario's municipal governments. To that end, I am pleased to have Lou on the 2008-2009 Board team," said AMO President, Peter Hume. "The Board will continue its efforts to see properly funded municipal governments."

AMO's key advocacy priorities are focused on achieving fiscal sustainability for municipal governments and strengthening municipal legislative authority to advance local economic well being and environmental sustainability.

AMO is a non-profit organization representing almost all of Ontario's 445 municipal governments. AMO supports and enhances strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario and Canada's political system.

- 30 -

#### **FOR MORE INFORMATION CONTACT:**

Pat Vanini, AMO Executive Director (416) 971-9856, ext. 316 or (416) 729-4394  
Brian Lambie, AMO Media Contact (416) 729-5425

5(g)

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](mailto:j.fratesi@cityssm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2008 09 08

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. **Kristine Thomas – Finance – Purchasing Division**  
Negotiation Strategies for Purchasing  
September, 2008  
Sudbury, ON  
Estimated total cost to the City - \$ 1,605.75  
Estimated net cost to the City - \$ 1,605.75
  
2. **Peter Tonazzo – Engineering & Planning – Planning Division**  
OPPI Annual Symposium – 'Grey Tsunami'  
September, 2008  
North Bay, ON  
Estimated total cost to the City - \$ 1,333.30  
Estimated net cost to the City - \$ 1,333.30
  
3. **Vincenzo Tridico – Public Works & Transportation – Parks Division**  
October, 2008  
Cemeterian – Level 1 & 2  
Tilsonburg, ON  
Estimated total cost to the City - \$ 892.50  
Estimated net cost to the City - \$ 892.50

4. **Bob Camirand – Public Works & Transportation – Transit Division**

September, 2008

Natural Resources Canada – Fleet Smart

Toronto, ON

Estimated total cost to the City - \$ 1,686.00

Estimated net cost to the City - \$ 1,686.00

5. **Ted Russell – Public Works & Transportation Department**

November, 2008

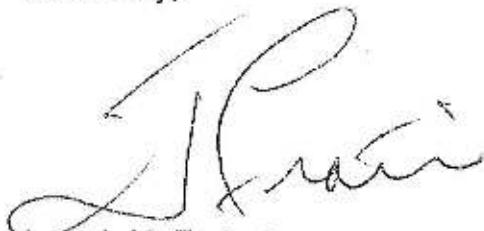
Water/Wastewater Operations Management

Guelph, ON

Estimated total cost to the City - \$ 1,141.00

Estimated net cost to the City - \$ 1,141.00

Yours truly,



Joseph M. Fratesi  
Chief Administrative Officer

JMF: bb

5(h)

Ralph Robertson  
Manager of Purchasing



Finance Department  
Purchasing Division

2008 09 08

Mayor John Rowswell and  
Members of City Council  
Civic Centre

**Re: Request for Quotation for Four (4) Freestanding Columbariums (2008CI02)**

Attached hereto for your information and consideration is a summary of the quotations received for the supply and delivery of Four (4) Freestanding Columbariums required by the Cemeteries Division of the Public Works & Transportation Department.

The quotation was sent to all vendors on our bidders list, and the quotations received have been thoroughly evaluated and reviewed with Mr. John King, Manager of Cemeteries. The quotation with 32 additional niches, Option 2, has been identified on the attached summary and best meets the City's requirements. With the proposed Option 2, the capacity of the Columbariums will be increased by 25% from the original request, with an additional \$2,320.00, plus G.S.T. in cost.

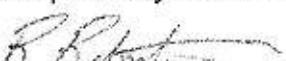
Funding for the Columbariums is provided within the Cemetery Reserve Account.

**RECOMMENDATION**

It is therefore my recommendation that the tender to supply and deliver Four (4) Freestanding Columbariums be awarded to Kootenay Monument Inc., Option 2, at their total tendered price of \$52,563.00, including taxes. This price does not include site preparation work that is to be done by our own City forces.

This report is submitted for Council's approval.

Respectfully submitted,

  
Ralph Robertson  
Manager of Purchasing

RR:nt  
Attach.

Recommended for approval,

  
W. Freiburger  
Commissioner of Finance & Treasurer

  
RECOMMENDED FOR APPROVAL

  
Joseph M. Frates  
Chief Administrative Officer

**FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$60,000.00**

**Received: August 13, 2008  
File: 2008CI02**

**SUMMARY OF QUOTATIONS**  
**FOUR (4) FREESTANDING COLUMBARIUMS**

<b><u>Firm</u></b>	<b><u>Opt.</u></b>	<b><u>Type</u></b>	<b><u>Delivery</u></b>	<b><u>Warranty</u></b>	<b><u>Total Price</u></b> <b><u>(inc. G.S.T.)</u></b>	<b><u>Remarks</u></b>
Kootenay Monument Inc. Kimberly, BC	1	Granite/ Aluminum	90-120 w/days	25 years Granite & Construction	\$50,127.00	Meets specifications 128 Niches
	2	Granite/ Aluminum	90-120 w/days	25 years Granite & Construction	<u><b>\$52,563.00</b></u>	Exceeds Specifications Enhanced Option provides 32 additional niches.

Note: Although only one Supplier submitted quotes for this requirement, the prices are deemed to be fair and equitable.

These prices do not include site preparation to be done by City forces.

The quoted price, providing a superior solution to the City's requirements, is underlined above.

It is my recommendation that the quoted price, submitted by Kootenay Monument Inc., for Opt." 2" be accepted.

Ralph Robertson  
Manager of Purchasing

55

Peter A. Liepa  
City Tax Collector

Tax & Licence Division  
Finance Department

5(i)



2008 09 08

Mayor John Rowswell  
and Members of City Council  
Civic Centre

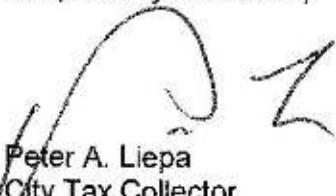
**RE: Property Tax Appeals**

Attached is the listing that summarizes 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,

  
Peter A. Liepa  
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

  
William Freiburger  
Commissioner of Finance & Treasurer

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

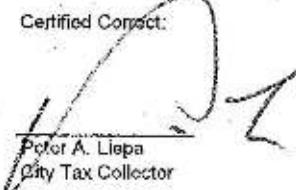
APPLICATION TO COUNCIL TO CANCEL  
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357  
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS  
2008

DATE: 2008-09-08  
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS	TOTAL
						TAXES	INTEREST ADJUSTMENT
060-060-068-02	1603 SECOND LINE W	MORRELL CLIFFORD SCOTT	MORRELL DIANE CAROL-ANN	RESIDENTIAL	D 08-016	25.51	0.00 25.51
060-012-032-00	271 PRENTICE AVE	PUCCI ENRICO	PUCCI MARIA	RESIDENTIAL	D 08-017	332.88	0.00 332.88

Certified Correct:



Peter A. Liepa  
City Tax Collector

REPORT TOTAL 358.39 358.39

- 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(j)



2008 09 08

Mayor John Rowswell  
and Members of City Council  
Civic Centre

**RE: 2009 COUNCIL MEETING SCHEDULE**

City Council Procedure By-law 99-100 sets out that the regular meetings of Council shall be held at 4:30 p.m. twice per month on Monday afternoons. Public hearings on planning applications commence at 5:30 p.m.

The proposed 2009 Council Meeting Schedule is attached. Please note the recommendation that Council meet on Tuesday, October 13<sup>th</sup>. This is to accommodate holding two meetings during the month of October.

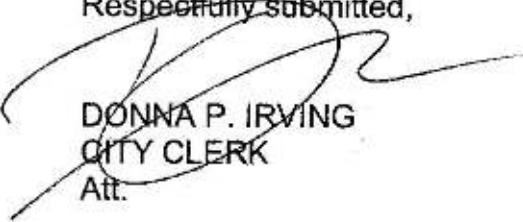
Council met once in August 2008 without any concerns being raised. The recommendation is that Council schedule one meeting in August 2009 on August 24<sup>th</sup>. As in past years, there is just one meeting date recommended for December. If necessary, Council can hold a second meeting in August and December by passing a resolution at a meeting preceding the proposed meeting.

This meeting schedule does not include Budget meeting(s) or any other special Council meetings as may be necessary during the year.

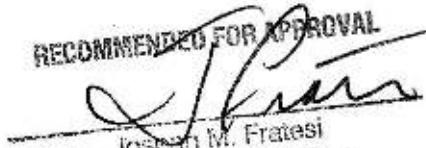
**Recommendation**

That the 2009 Council Meeting Schedule be approved by Council.

Respectfully submitted,

  
DONNA P. IRVING  
CITY CLERK  
Attn:

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratesi  
Chief Administrative Officer



5(j)

### 2009 COUNCIL MEETING SCHEDULE

<u>Date</u>	<u>Start Time</u>	<u>Planning</u>
January 12	4:30 p.m.	5:30 p.m.
January 26	4:30 p.m.	5:30 p.m.
February 9	4:30 p.m.	5:30 p.m.
February 23	4:30 p.m.	5:30 p.m.
March 9	4:30 p.m.	5:30 p.m.
March 23	4:30 p.m.	5:30 p.m.
April 6	4:30 p.m.	5:30 p.m.
April 27	4:30 p.m.	5:30 p.m.
May 11	4:30 p.m.	5:30 p.m.
May 25	4:30 p.m.	5:30 p.m.
June 8	4:30 p.m.	5:30 p.m.
June 22	4:30 p.m.	5:30 p.m.
July 13	4:30 p.m.	5:30 p.m.
July 27	4:30 p.m.	5:30 p.m.
August 24	4:30 p.m.	5:30 p.m.
September 14	4:30 p.m.	5:30 p.m.
September 28	4:30 p.m.	5:30 p.m.
October 13 <b>TUESDAY</b>	4:30 p.m.	5:30 p.m.
October 26	4:30 p.m.	5:30 p.m.
November 9	4:30 p.m.	5:30 p.m.
November 23	4:30 p.m.	5:30 p.m.
December 7	4:30 p.m.	5:30 p.m.

City Clerk's Department

# Calendar for year 2009 (Canada)

5(j)

January	February	March
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 4:● 10:○ 17:● 26:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 2:● 9:○ 16:● 24:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 4:● 10:○ 18:● 26:●
← March Break Week		
April	May	June
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 2:● 9:○ 17:● 24:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:● 9:○ 17:● 24:● 30:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 7:○ 15:● 22:● 29:●
July	August	September
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 7:○ 15:● 21:● 28:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 5:○ 13:● 20:● 27:● AMO Conference	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 4:○ 11:● 18:● 26:●
October	November	December
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 4:○ 11:● 18:● 25:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 2:○ 9:● 16:● 24:●	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 2:○ 8:● 16:● 24:● 31:○

X holiday

○ Council meeting date

## Holidays and Observances:

- |                                |   |
|--------------------------------|---|
| Jan 1 New Year's Day           | May 18 Victoria Day (Many regions)        |
| Feb 14 Valentine's Day         | Jul 1 Canada Day                          |
| Feb 15 Flag Day                | Aug 3 Civic/Provincial day (Many regions) |
| Feb 16 Family Day (ON, AB, SK) | Sep 7 Labour Day                          |
| Mar 9 Commonwealth Day         | Oct 12 Thanksgiving Day (Many regions)    |
| Mar 17 St. Patrick's Day       | Oct 31 Halloween                          |
| Apr 10 Good Friday (All)       | Nov 11 Remembrance Day (Many regions)     |
| Apr 12 Easter Sunday           | Dec 25 Christmas                          |
| Apr 13 Easter Monday           | Dec 26 Boxing Day (Many regions)          |

5(K)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES

September 8, 2008



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

Mayor John Rowswell  
and Members of City Council

### **Essar Centre – Update on FedNor Application**

During the first season of operation staff met with promoters, event planners, and the Soo Greyhounds to discuss what was required for their event to be successful. From those meetings a list of elements was generated and in June of 2007 Council received and approved a report that directed staff to apply to FedNor for funding for these items. An application was submitted in early January 2008. Attached is the list of the items that were included in the application to FedNor.

On August 28, 2008 a letter (attached) from Louise C. Paquette, Director General, FedNor was delivered to Joseph M. Fratesi, C.A.O. which stated that FedNor is prepared to provide support of up to \$328,000. towards the purchase of technological enhancements for the Centre. This indeed is very good news.

The application was submitted under the former name of the Centre, therefore the letter refers to project as the Steelback Centre. FedNor staff has advised that their files will be amended to reflect the new name – Essar Centre.

The City's portion for this project is \$585,000. This amount along with the amount provided by FedNor brings the total amount available for the project to \$913,000.

The Essar Centre Steering Committee (Councillor James Caicco, Mayor John Rowswell, and staff) has been overseeing this project and will promptly move forward to implement the elements identified in the attached list. The project will not be entirely completed until September 2009 due to the fact that some of the elements cannot be accomplished during the major operational season.

This report is respectfully provided for the information of Council,

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

Nicholas J. Apostle  
Commissioner Community Services  
On behalf of the Essar Centre Steering Committee

2008-08-08 Essar Centre Fednor Application to Sept. 8

cc:    Essar Centre Steering Committee  
         N. Fera  
         L. Bottos, City Solicitor

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi  
Chief Administrative Officer

attachments

5(K)



Industry Canada

FedNor

Roberta Bondar Place  
70 Foster Drive, Suite 600  
Sault Ste. Marie, Ontario  
P6A 6V4

Tel.: 705 941-2014  
1 877 333-6673  
Fax: 705 941-2085  
Web site: fednor.ic.gc.ca

Industrie Canada

FedNor

Place Roberta Bondar  
70, promenade Foster, bureau 600  
Sault Ste. Marie (Ontario)  
P6A 6V4

Tel. : 705 941-2014  
1 877 333-6673  
Téléc. : 705 941-2085  
Site web : fednor.ic.gc.ca

AUG 26 2008

Project Number: 842-503185

Mr. Joseph Fratesi  
CAO  
The Corporation of the  
City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie ON P6A 5N1

Dear Mr. Fratesi:

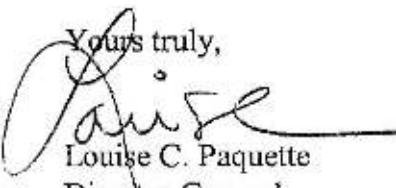
**Re: Contribution to The Corporation of the City of Sault Ste. Marie**

I am writing in response to your application for assistance received in our office on January 10, 2008. I am pleased to advise that FedNor is prepared to provide support of up to \$328,000, toward the purchase of technological enhancements for the Steelback Centre.

We recognize that the Steelback Centre is an important regional tourism asset. FedNor's contribution toward technology enhancements will assist in making Steelback a premier, entertainment and events facility in Northern Ontario. Please pay particular attention to Section 5.3 of the agreement, which outlines the specific conditions of our contribution.

Enclosed you will find a contract setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. Ms. Tracey Forsyth of our Sault Ste. Marie office is available to answer any questions you may have and may be reached at (705) 941-2070 or toll-free at 1-877-333-6673. I would ask that you return a signed copy of the contract to my attention in our Sudbury office acknowledging your acceptance of our offer.

May I offer my best wishes to The Corporation of the City of Sault Ste. Marie.

Yours truly,  
  
Louise C. Paquette  
Director General  
FedNor

c.c. Mr. John Rowswell, Mayor

Canada

### 3.0 COSTS and FINANCING

#### 3.1 Detailed Project Costs

In order to effectively attract these activities, not only must the physical building be ready, but the venue must be properly provisioned with the proper equipment.

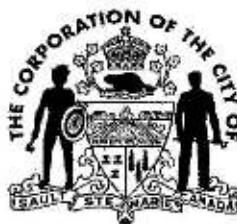
#### Steelback Centre Enhancement Project Amenities and Features Requirements

ITEM	COST ESTIMATE
<b>Breakout Room Amenities</b>	
Chairs	\$20,000
Tables	5,000
Large projection screen	500
Flip charts	1,500
White board	5,000
LCD projector	5,500
CD/DVD player	1,000
Stage 20x10x2(h)	2,500
Video conferencing capability	9,000
Plasma/LCD screens	5,000
Smart board	3,000
Sound system	5,000
Podium	1,000
Carpeting	15,000
Portable wall	12,000
Artistic murals on walls	2,500
Consulting fees	8,000
Security camera system	12,000
Interior info boards	82,000
Exterior digital signage - two locations	80,000
Elephant seating	80,000
In-fill seating	80,000
Pipe and drape -	10,000
Tables for convention floor	25,000
Chairs for convention floor	100,000
Rigging System	100,000
Barricade (Bike Rack)	7,000
Barricade (Stage Security)	15,000
Stage Wings/Platforms	12,000
Stage Wheelchair Ramp	17,200
Stage Guard Rails/Skirting	17,000
Communication Systems	25,000
Box Office - partition walls - not done under the construction budget	12,000
Genie Lift – used	30,000
Forklift	25,000
<b>Total \$836,700</b>	

5(1)

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING &amp; PLANNING DEPARTMENT

Engineering &amp; Construction Division

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

2008 09 08

File: Bridge No. 27

Mayor John Rowswell  
Members of Council

**Re: Sussex Road Bridge**

At the meeting of 2008 08 18, Council approved a resolution for the replacement of the Sussex Road bridge. It is in order to complete the design and detailed cost estimate now, for possible inclusion in the 2009 capital works construction budget.

The firm of M. R. Wright and Associates is providing engineering services for replacing four of the eight deficient single lane structures, as well as the 2008 bridge inspection reports. The Engineering & Planning Department wishes to retain their services for the engineering to replace the Sussex Road bridge. An engineering agreement will be brought to Council at a future meeting, as will a Capital Works report that sets out the construction program for 2009.

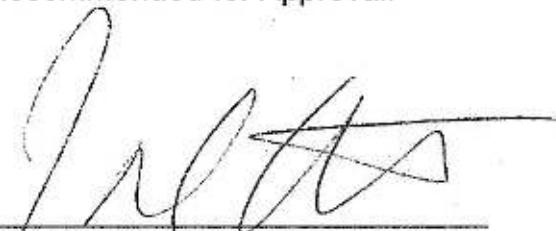
It is recommended that Council approve retaining the firm of M. R. Wright and Associates for engineering services (estimated at \$35,000) for the replacement of the Sussex Road bridge, and that funds for the design cost come from the bridge work fund identified in the 2008 Capital Program, and further that the funds for the construction of the bridge come from the 2009 Capital Works or the Province's recently announced funding from the Municipal Infrastructure Program.

Respectfully submitted,

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

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

Recommended for Approval:


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

Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

RECOMMENDED FOR APPROVAL


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

Joseph M. Fratesi  
Chief Administrative Officer

/bb

F:\ENGINEERING DATA\COUNCIL\1.D. Elliott\2008\Sussex Road Bridge - 2008 09 08.doc

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

September 8, 2008

Mayor John Rowswell  
Members of City Council

**RE: Sault Ste. Marie Region Source Protection Area ~ Proposed Terms of Reference**

**Background:**

The Ontario Clean Water Act, 2006 which came into effect July 2007, prompted the formation in November 2007, of the Sault Ste. Marie Region Source Protection Committee (SPC). This Committee's mandate is to develop a Source Protection Plan to help ensure clean, plentiful municipal drinking water sources. Three of the 10 committee members are municipal representatives including Peter Tonazzo, Planning, Andrew Hallett, PUC and Susan Hamilton Beach, Engineering.

The proposed Terms of Reference attached for Council's review, reference and comment is basically a work plan and budget to complete two required documents:

- An Assessment Report (technical studies);
- A Source Protection Plan.

These technical studies have been ongoing since 2006 with a partnership approach including the Sault Ste. Marie Region Conservation Authority (SSMRCA), City and PUC. It has been determined to-date that SSMRCA has been the lead for the source protection planning tasks.

The scope of work, roles and responsibilities and estimated costs are itemized in the Terms or Reference.

It should be noted that the budget for the source protection planning process until 2012 is funded by the MNR (provincial government). Beyond 2012, the implementation of the Source Protection Plan will become the responsibility of the municipality with the staffing and budget requirements not yet determined.

The proposed Terms of Reference is also posted on the Conservation Authority website ([www.ssmrca.ca](http://www.ssmrca.ca)) for review and comment. The Municipality received notification of the Terms of Reference as per the Provincial regulation 287/07. They are also available in hard copy at the Sault Ste. Marie Region Conservation Authority office. There have also been a number of Public Information Sessions at the following venues: Civic Centre (June 10), the Conservation Office (June 11) and Prince Township Community Centre (June 12). Comments may be provided to the Source Protection Authority (SSMRCA) until September 19, 2008 should Council have any concerns.

## Outstanding Municipal Consideration

There is an outstanding matter that could result in a potential future amendment to the Terms of Reference. Information and guidance is to be forthcoming from the Province (MOE) with regards to the issue of including "Other" Drinking Water Systems through Council Resolution. Municipal councils can pass a resolution to include other systems such as non-municipal multi-use facilities and clusters of private wells or intakes in the source protection planning process. MOE has advised municipalities to wait to make this decision until further guidance is available from the Province (e.g. financial implications, legal liability). Municipal staff representatives on this committee will interpret the guidance provided by the Province and report back to Council with a recommendation at that time.

### Recommendations:

Engineering and Planning Department provide this report and attachment for Council's information, review and comment. Furthermore, Staff report back to Council pending guidance from the Province regarding the outstanding municipal consideration of "other" drinking water systems.

Respectfully submitted,

Susan Hamilton Beach, P. Eng  
Land Development & Environmental Engineer

Peter Tonazzo  
Planner

Recommended for Approval:

  
Jerry D. Dolcetti, RPP  
Commissioner Engineering & Planning Department

/bb

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer



## Proposed Terms of Reference for Sault Ste. Marie Region Source Protection Area

Sault Ste. Marie Region Source Protection Committee

August 19, 2008

573

## Terms of Reference

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## Glossary of Terms

[Note: the abridged definitions in this glossary have been prepared to assist readers of this Terms of Reference document. For additional definitions, please refer to provincial legislation, regulations, and technical standards].

**Assessment report** means a technical document that is prepared by a source protection committee under Section 15 of the Clean Water Act, 2006 (and forthcoming regulations) to record its knowledge of a source protection area, and to rank risks to *drinking water* within that area. Each report is approved by the Ontario Ministry of the Environment.

**Clean Water Act, 2006** means the legislation passed by the Ontario government outlining the rules and regulations for the Drinking Water Source Protection program. Its purpose "to protect existing and future sources of drinking water."

**Drinking water** means (a) water intended for human consumption or (b) water that is required by an Act, regulation, order, municipal by-law or other document issued under the authority of an Act. (i) to be potable, or (ii) to meet or exceed the requirements of the prescribed drinking water quality standards.

**Drinking water system** means a system of works, excluding plumbing, that is established for the purpose of providing users of the system with *drinking water* and that includes, (a) any thing used for the collection, production, treatment, storage, supply or distribution of water, (b) any thing related to the management of residue from the treatment process or the management of the discharge of a substance into the natural environment from the treatment system, and (c) a well or intake that serves as the source or entry point of raw water supply for the system.

**Drinking water threat** means an activity or condition that adversely affects or has the potential to adversely affect the quality or quantity of any water that is or may be used as a source of *drinking water*.

**Highly vulnerable aquifer (HVA)** means an area where (a) water is conveyed through the ground and (b) pollutants on the surface could readily enter the groundwater and contaminate it.

**Intake protection zone (IPZ)** means the area of land and water that contributes source water to a *drinking water system* intake within a specified distance, period of flow time (for example, two hours), and/or watershed area.

**MOE** means the Ontario Ministry of the Environment

**Precautionary Approach** means when there is some degree of uncertainty related to the data or data gaps which are used to make a decision about a perceived risk then a cautious approach will be taken such as an appropriate effort to mitigate the risk.

## Terms of Reference

**Risk** means the likelihood of a drinking water threat (a) rendering a drinking water source impaired, unusable or unsustainable, or (b) compromising the effectiveness of a drinking water treatment process, resulting in the potential for adverse human health effects.

**Safe Drinking Water Act, 2002 (SDWA)** means the legislation passed by the Ontario government with the purposes of "1) To recognize that the people of Ontario are entitled to expect their drinking water to be safe. 2) To provide for the protection of human health and the prevention of drinking water health hazards through the control and regulation of drinking water systems and drinking water testing."

**Significant groundwater recharge area (SGRA)** means an area in which (a) there is a high volume of water moving from the surface into the ground and (b) groundwater serves either as source water or the water that supplies a coldwater ecosystem.

**Source protection** means a program of education, stewardship, planning, infrastructure, and regulation activities that together serve to help prevent the contamination or overuse of source water.

**Source protection area** means those lands and waters that have been defined under Ontario Regulation 284/07 as the "study area" for an assessment report and a source protection plan under the Clean Water Act, 2006.

**Source protection authority (SPA)** means a conservation authority or other person or body that is required to exercise powers and duties under the Clean Water Act, 2006. The Sault Ste. Marie Region Source Protection Authority is composed of the Board of Directors of the Sault Ste. Marie Region Conservation Authority.

**Source protection committee (SPC)** means a group of individuals who have been appointed under the Clean Water Act, 2006 by a source protection authority to coordinate source protection activities for a source protection area. The Sault Ste. Marie Region Source Protection Committee is composed of a provincially appointed Chair (Mr. Subhash Verma, P. Eng.), plus 8 other members who were appointed by the Sault Ste. Marie Region Source Protection Authority from the community. There are three members who represent municipalities, two who represent the aggregate and water distribution sector, and three who represent other interests such as environmental organizations and the general public. The Source Protection Committee also includes four non-voting representatives from: (1) the Sault Ste. Marie Source Protection Authority, (2) Algoma Public Health (3) the Ontario Ministry of the Environment (4) Batchewana First Nation.

**Source protection plan (SPP)** means a document that is prepared by a source protection committee under Section 22 of the Clean Water Act, 2006 (and forthcoming regulations) to direct source protection activities in a source protection area. Each plan is approved by the Ontario Ministry of the Environment.

**Source protection region (SPR)** means two or more source protection areas that have been grouped together under Ontario Regulation 284/07.

**Source water** means untreated water that is found in groundwater aquifers and surface water lakes and rivers that is used to supply a drinking water system.

**Tier 1 Water Budget** means the simplified, yet structured means to estimate water flow volumes and compare to consumptive demand

Terms of Reference

**Tier 2 Water Budget** means the use of more detailed and complex tools to estimate water flow volumes and compared to consumptive demand

**Vulnerable area** means (a) a significant groundwater recharge area, (b) a highly vulnerable aquifer, (c) a surface water intake protection zone, or (d) a wellhead protection area.

**Water budget** means a description and analysis of the overall movement of water within each watershed in the source protection area taking into consideration surface water and groundwater features, land cover (e.g. proportion of urban versus rural uses), human-made structures (e.g. dams, channel diversions, water crossings), and water takings.

**Watershed** means the area of land that contributes water to a lake, river, or stream.

**Watershed characterization** means a general description of the watersheds, communities, source water, drinking water systems, patterns of water use, and drinking water problems within a given source protection area.

**Wellhead protection area (WHPA)** means the surface and subsurface area surrounding a well that supplies a drinking water system, through which contaminants are reasonably likely to move so as to eventually reach the well.

**Terms of Reference****Source Protection Committee Mission Statement**

The Mission of the Sault Ste. Marie Region Source Protection Committee, in cooperation with local and provincial authorities, is to develop and maintain a science-based regulatory framework that aims to protect the quality and quantity of drinking water sources for residents of Sault Ste. Marie and area.

**Background**

The Province of Ontario has embarked on a comprehensive study of all watersheds in the province with the end goal of producing source protection plans, which will outline scientific approaches to managing water quality and quantity risks for drinking water supplies. The *Clean Water Act, 2006* was brought into effect with the passing of the first set of regulations on July 3, 2007. The legislation and associated regulations puts in place a framework for establishing a Source Protection Committee and geographic study areas called Source Protection Regions and Source Protection Areas. The Source Protection Committee (SPC) has the responsibility to guide the development of source protection plans for each of the Source Protection Areas (SPA) within their respective Source Protection Region (SPR).

The first step for the SPC in preparing a source protection plan is to develop a comprehensive Terms of Reference (ToR) that will outline the technical studies required, the cost and who will perform the work. In the first set of regulations passed under the *Clean Water Act, 2006* this work plan referred to as a *Terms of Reference Regulation 287/07* outlines the requirements for how to develop the ToR, the content and the minimum consultation requirements to get local input included. Prior to the *Clean Water Act, 2006* local municipalities and conservation authorities have been promoting and implementing source water protection for decades. Through watershed studies, landowner incentive programs and regional partnerships for water resource management, a significant wealth of information and progress has been made at the local level to protect our watersheds. Therefore, as the SPC develops a work plan for source protection plan (SPP), it is imperative that this new governance structure builds on the success and momentum of existing partnerships and watershed initiatives.

**Introduction**

This document represents the ToR for developing a source protection plan for the Sault Ste. Marie Region SPA (Figure 1). The ToR needs to focus on two principal products, the Assessment Report and the Source Protection Plan. The tasks required to complete each of these products started before the *Clean Water Act* was enacted. The Ministry of the Environment (MOE) has provided funding since 2005 to initiate watershed and technical studies that would integrate into the assessment report and ultimately into source protection plans.

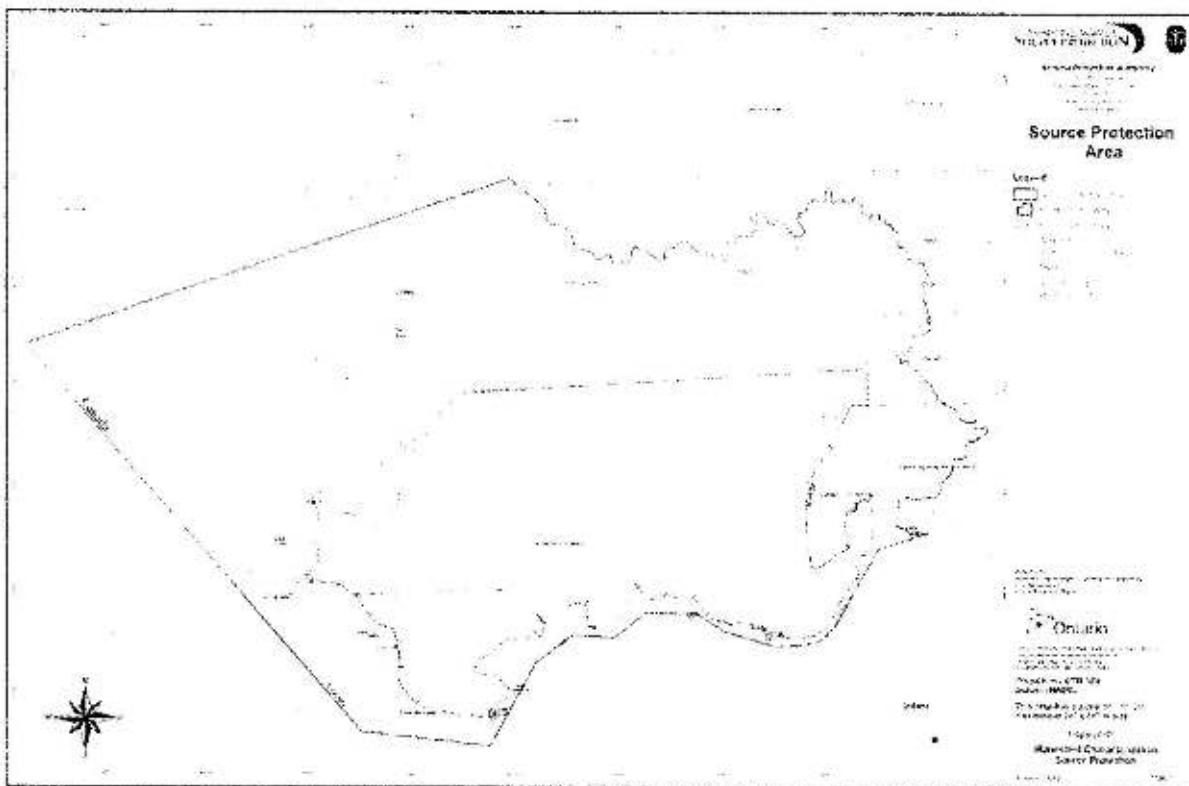
Terms of Reference

## Our Source Protection Area

The Sault Ste. Marie Source Region Source Protection Area (SSMR-SPA) is situated within the District of Algoma, along the north shore of the St. Marys River and Lake Superior. The planning area encompasses the Single Tier Municipality of Sault Ste. Marie, the Township of Prince, portions of the townships of Dennis, Pennefather, Awerns, Jarvis, Duncan as well as a small area of the Garden River First Nation and the Batchewana First Nation. Both Lake Superior and the St. Marys River are shared resources of Canada and the United States. The boundary of the planning region extends out to the international border along its entire width. The land-based area of the planning region is 522 km<sup>2</sup> while the total area of the planning region is 775 km<sup>2</sup> including the land and water based areas.

All watersheds within the study area drain southward, and typically drain areas within both the Precambrian uplands and the terraced clay lowlands. A number of smaller subwatersheds are adjacent to the St. Marys River, which flow directly to the river. The Source Protection Planning Area includes the Canadian component of the St. Marys watershed. The SSMR-SPA consists of a number of smaller watersheds each independently draining into both the St. Marys River and Lake Superior. There are 34 subwatersheds associated with 10 major river/creek systems.

## Map of Source Protection Area



Terms of Reference

## List of Municipalities Located in the Sault Ste. Marie Region Source Protection Area

Legal Name of Municipality
Sault Ste. Marie, The Corporation of the City of
Prince Township of
Sault North Planning Board

There are two First Nations within the SSMR-SPA: Garden River First Nation and Batchewana First Nation. Garden River First Nation has its own drinking water system and the Batchewana First Nation is utilizing the Sault Ste. Marie municipal drinking water system.

There are several unorganized townships located within the boundary of the SSMR-SPA which are under the jurisdiction of the Sault North Planning Board. Although not defined as a municipality, it is responsible for planning decisions within its borders.

## Terms of Reference

## Municipal Residential Drinking Water System

Type of System (existing or planned)	Drinking Water System Number	Drinking Water System Name	Owner	Operating Authority	Type of Source Water (surface, ground, both)
Existing	260006685	SAULT STE MARIE WATER SUPPLY SYSTEM	THE PUBLIC UTILITIES COMMISSION OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE	PUC SERVICES INC.	Surface and Groundwater

### Our Team

#### Source Protection Committee

The SPC is responsible to guide the development of the assessment report and the source protection plan. The SPC will work in cooperation with the SPA to establish work plans and set goals and priorities for source water protection. The SPC will enlist the public and peer review groups guide technical study requirements, ensure input from local municipalities and provide advice on source protection plan requirements.

#### Source Protection Authority

The Sault Ste. Marie Region SPA is responsible for financial management for source water protection and to provide input on SPC products such as the assessment report and source protection plan. The SPA consists of the existing Board of Directors for the conservation authority. The SPA provides the technical resources and staffing that the SPC needs to achieve the requirements of the Clean Water Act. Staff support for the development of the source protection plan includes staff from the SSMR - SPA. Staff positions dedicated to the source protection program include: a project coordinator, water resources engineer, communication specialist, a GIS specialist, and an SPC administrative assistant.

Terms of Reference

**Assessment Report**

In its simplest form, the assessment report will be a summary of the general watershed characteristics, a summary of the municipal technical studies showing the location of vulnerable areas as well as a list of the water quality and quantity risks around municipal drinking water systems. Watershed characteristics have been studied under the watershed characterization process and water budgeting across the entire Source Protection Area.

The table below outlines the tasks required for the assessment reports including a description of the task, the lead for the task, cost estimate and timeline. Due to the strong relationship between the authority and local municipalities, all of the work completed to date has been led by the Sault Ste. Marie Source Protection Authority.

Once the terms of reference has been approved by the MOE, the Source Protection Committee has one year to complete the assessment report.

## Terms of Reference

**The Work Plan to Complete the Assessment Report**

<b>By Source Protection Area/ Drinking Water System Name</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>
Sault Ste. Marie Region Source Protection Area	Coordinating and supporting projects for the assessment report	SSMR-SPA	2012-Jan-15	\$3,165,246
	Undertaking communications initiatives for the assessment report	SSMR-SPA	2012-Jan-15	\$162,049
	Information management for the assessment report preparation	SSMR-SPA	2012-Jan-15	\$213,361
	Undertaking a watershed characterization	SSMR-SPA	2008-Jun-30	\$5,300
	Conducting a conceptual water budget	SSMR-SPA	2007-Apr-01	\$111,697
	Conducting a tier 1 water budget analysis and stress assessment	SSMR-SPA	2008-Aug-30	\$118,623
	Conducting a tier 2 water budget analysis and stress assessment	SSMR-SPA	2008-Aug-30	
	Conducting a tier 3 water budget analysis and water quantity risk assessment	SSMR-SPA	2009-Aug-30	\$121,310
	Delineating and applying vulnerability scores to HVAs	SSMR-SPA	2008-Dec-31	\$5,000
	Assessing risks in HVAs	SSMR-SPA	2009-Aug-31	\$7,500
	Applying vulnerability scores to SGAs	SSMR-SPA	2008-Dec-31	\$200,000
	Identifying issues, inventorying threats and assessing hazards in SGAs	SSMR-SPA	2009-Aug-31	\$13,180
	Assessing risk in SGAs	SSMR-SPA	2009-Aug-31	\$7,500
	Delineating and applying vulnerability scores to WHPAs or IPZs	SSMR-SPA	2008-Dec-31	\$5,000
	Identifying issues, inventorying threats and assessing hazards in WHPAs or IPZs	SSMR-SPA	2009-Aug-31	\$10,000
	Assess risk in WHPAs or IPZs	SSMR-SPA	2009-Aug-31	\$10,000
	Consultation on the overall proposed assessment report	SSMR-SPA	2010-Jan-01	\$10,000

EJm

Terms of Reference

### **Source Protection Plan**

The source protection plan (SPP) is a legislated requirement in the *Clean Water Act, 2006* that the SPC must develop for the SPA. Although the *Clean Water Act* provides a general framework for the SPP, the specific details regarding content and methods will only be available once the province develops and enacts a regulation. The anticipated date for a final regulation on the SPP is spring 2009.

The SPP will be a policy document that address actions required to protect and enhance drinking water in the source protection area. The SPC will establish criteria for policy development, priority areas based on the assessment report, monitoring and implementation requirements. The SPC will make use of the available science to assess drinking water threats and issues and where there is uncertainty we will be mindful of the precautionary approach.

The table below highlights the principle tasks required for the creation of an SPP. Through the review of the ToR, feedback will be requested from local municipalities on the roles and implementation of these tasks. Due to the absence of the source protection plan regulation, cost estimates and timelines have not been finalized. Only general timelines can be set at this point in the process. The overall timelines are reflected in the multi-year schedule which provides a schematic of the start date and completion date for the major source protection tasks.

## Terms of Reference

**The Work Plan to Complete the Source Protection Plan**

<b>By Source Protection Area/ Drinking Water System Name</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>
Sault Ste. Marie Region Source Protection Area	Policy development to address drinking water threats (where required and/or permissible in Act/Regs)	SSMR-SPA	2012-Jan-15	\$15,000
	Policy development for monitoring (where required, advisable and/or permissible in Act & Regs)	SSMR-SPA	2012-Jan-15	\$15,000
	Policy development for Great Lakes elements (where required/permissible in Act & Regs)	SSMR-SPA	2012-Jan-15	\$15,000
	Establishing timelines for policy implementation	SSMR-SPA	2012-Jan-15	\$15,000
	Other Source Protection Plan Preparation Tasks	SSMR-SPA	2012-Jan-15	\$20,000

**The Date the Source Protection Plan is to be Submitted to the Minister for Approval by the Sault Ste. Marie Region Source Protection Authority:**

2012-January-15

## Terms of Reference

## Detailed Information

**Detailed Information on Municipal Residential Drinking Water System(s)**

Drinking Water System Type (planned or existing)	Drinking Water System Number	Drinking Water System Name	Owner	Operating Authority	Source Water Type (surface, ground, both)	Number of Wells
Existing	260006685	SAULT STE MARIE WATER SUPPLY SYSTEM	PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE	PUC SERVICES INC.	Surface and Groundwater	6
Number of Surface Water Intakes	Comments					
1	Operated under the Public Utilities Commission by a Commission of three Commissioners					

Please refer to Appendix 2 for a list of drinking water systems that are not covered by the Source Protection Planning process unless elevated through municipal resolution.

## Terms of Reference

**Detailed Work Plan to Complete the Assessment Report**

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Coordinating and supporting projects for the assessment report	SSMR-SPA	2005-Mar-07	2012-Jan-15
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
The coordination and support of the Source Protection Committee is an ongoing necessity throughout the SPPlanning process. Thereby should not be linked directly to the time period required to complete the assessment report but rather the anticipated end date for the source protection plan.				\$3,165,246

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Undertaking communications initiatives for the assessment report	SSMR-SPA	2005-Mar-07	2012-Jan-15
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Communications is an ongoing necessity throughout the SPPlanning process. Regulations require public consultation for the assessment report and any follow-up required. Thereby should not be linked directly to the time period required to complete the assessment report but rather the anticipated end date for the source protection plan. Communications include education and outreach materials and website information not limited to the following topics: well decommissioning, septic systems, best management practices, Clean Water Act, water quality, water conservation, pollution prevention, pesticides and pharmaceuticals, household waste depot.				\$162,049

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Information management for the assessment report preparation	SSMR-SPA	2005-May-16	2012-Jan-15
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Information management is an ongoing investment throughout the SPPlanning cycle. Thereby should not be linked directly to the time period required to complete the assessment report but rather the anticipated end date for the				\$213,361

## Terms of Reference

source protection plan. If final Assessment Report regulations require the archiving and accessibility of data and its management for a 15 year period then the information management portion of the assessment report should be included as an ongoing expense paid to the Source Protection Authority		
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By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Undertaking a watershed characterization	SSMR-SPA	2005-Sep-01	2008-Jun-30
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
The draft watershed characterization was sent to Conservation Ontario for peer evaluation in August 2007. Peer review comments were received by the SSMR-SPA in January 2008. Revisions as outlined by the peer reviewers were completed in June 2008. Costs for 2008/09 include the cost of printing the Watershed Characterization and the cost of CD's and distribution.				\$5,300

By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Conducting a conceptual water budget	SSMR-SPA	2006-Jan-09	2007-Apr-01
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
The final draft of the conceptual water budget was completed on November 6, 2006. The extension to April 1, 2007 is to incorporate the technical costs that were billed at a later date - after the fiscal year end.				\$111,697

By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Conducting a tier 1 water budget analysis and stress assessment	SSMR-SPA	2006-Dec-01	2008-Aug-30
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
The Tier 1 and Tier 2 reports are being combined for this Source Protection Area - Operational costs will include the cost of printing the Conceptual and Tier 1/2 Documents				\$118,623
By Source Protection	Task	Assigned Lead(s)	Estimated Start	Estimated

## Sault Ste. Marie Region Source Protection Area

August 20, 2008

## Terms of Reference

<b>Area</b>			<b>Date</b>	<b>Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Conducting a tier 2 water budget analysis and stress assessment.	SSMR-SPA	2007-Mar-01	2008-Aug-30
<b>Comments</b>	<b>Defined Geographic Area</b>		<b>Estimated Cost</b>	

Please see comments on the Tier 1 water budget analysis and stress assessment. The budget for the Tier 2 water budget was included in the Tier 1 budget figure.

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Conducting a tier 3 water budget analysis and water quantity risk assessment	SSMR-SPA	2008-Jul-01	2009-Aug-30
<b>Comments</b>	<b>Defined Geographic Area</b>		<b>Estimated Cost</b>	

\$121,310

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Delineating and applying vulnerability scores to HVAs	SSMR-SPA	2007-Jul-03	2008-Dec-31
<b>Comments</b>	<b>Defined Geographic Area</b>		<b>Estimated Cost</b>	

Will be revisited after the regulations have been passed. \$5,000

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Assessing risks in HVAs	SSMR-SPA	2008-Dec-01	2009-Aug-31
<b>Comments</b>	<b>Defined Geographic Area</b>		<b>Estimated Cost</b>	

Will be revisited after the regulations have been passed. \$7,500

<b>By Source Protection</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start</b>	<b>Estimated</b>
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## Sault Ste. Marie Region Source Protection Area

August 20, 2008

## Terms of Reference

<b>Area</b>			<b>Date</b>	<b>Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Applying vulnerability scores to SGAs	SSMR-SPA	2008-Aug-11	2008-Dec-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Hydrologic study proposed in the SGRA that has not yet been addressed. Will be revisited after the regulations have been passed.				\$200,000
<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Identifying issues, inventorying threats and assessing hazards in SGAs	SSMR-SPA	2007-Apr-02	2009-Aug-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Will be revisited after the regulations have been passed.				\$13,180
<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Assessing risk in SGAs	SSMR-SPA	2008-Dec-01	2009-Aug-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Will be revisited after the regulations have passed				\$7,500
<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Delineating and applying vulnerability scores to WHPAs or IPZs	SSMR-SPA	2006-Jun-06	2008-Dec-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Will be revisited after the regulations have passed.				\$5,000
<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Identifying issues, inventorying threats and assessing hazards in WHPAs or IPZs	SSMR-SPA	2007-Nov-07	2009-Aug-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Will be revisited after the regulations have passed				\$10,000

## Sault Ste. Marie Region Source Protection Area

August 20, 2008

## Terms of Reference

By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Assess risk in WHPAs or IPZs	SSMR-SPA	2007-Nov-07	2009-Aug-31
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
Will be revisited after the regulations have passed. Includes costs for peer reviews				\$10,000

By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Consultation on the overall proposed assessment report	SSMR-SPA	2008-Aug-04	2010-Jan-01
<b>Comments</b>	<b>Defined Geographic Area</b>			<b>Estimated Cost</b>
				\$10,000

## Terms of Reference

**Detailed Work Plan to Complete the Source Protection Plan**

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Policy development to address drinking water threats (where required and/or permissible in Act/Regs)	SSMR-SPA	2009-Nov-02	2012-Jan-15
<b>Comments</b>		<b>Defined Geographic Area</b>		<b>Estimated Cost</b> \$15,000

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Policy development for monitoring (where required, advisable and/or permissible in Act & Regs)	SSMR-SPA	2009-Nov-02	2012-Jan-15
<b>Comments</b>		<b>Defined Geographic Area</b>		<b>Estimated Cost</b> \$15,000

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Policy development for Great Lakes elements (where required/permissible in Act & Regs)	SSMR-SPA	2009-Nov-02	2012-Jan-15
<b>Comments</b>	Anticipate the development of Great Lake targets in the future and will revisit the terms of reference as required	<b>Defined Geographic Area</b>		<b>Estimated Cost</b> \$15,000

<b>By Source Protection Area</b>	<b>Task</b>	<b>Assigned Lead(s)</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Sault Ste. Marie Region Source Protection Area	Establishing timelines for policy implementation	SSMR-SPA	2009-Nov-02	2012-Jan-15
<b>Comments</b>		<b>Defined Geographic Area</b>		<b>Estimated Cost</b> \$15,000

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## Terms of Reference

By Source Protection Area	Task	Assigned Lead(s)	Estimated Start Date	Estimated Completion Date
Sault Ste. Marie Region Source Protection Area	Other Source Protection Plan Preparation Tasks	SSMR-SPA	2008-Apr-01	2012-Jan-15
Comments	Defined Geographic Area			Estimated Cost
There may be some unanticipated costs with the development of the Source Protection Plan. No details are available at this time.				\$20,000

## Terms of Reference

**Summary of Financial Statistics**

	<b>Tasks Done by Source Protection Area or Drinking Water System</b>	<b>Estimated Costs for Tasks Under the Assessment Report</b>	<b>Estimated Costs for Tasks Under the Source Protection Plan</b>	<b>Subtotal</b>
	Sault Ste. Marie Region Source Protection Area	\$4,165,766	\$80,000	\$4,245,766
Municipal Residential Drinking Water Systems				
	SAULT STE MARIE WATER SUPPLY SYSTEM			
<b>Total Estimated Costs</b>		<b>\$4,165,766</b>	<b>\$80,000</b>	<b>\$4,245,766</b>

## Terms of Reference

**Estimated Costs for Tasks by Fiscal Year**

Fiscal Year defined as April 1 to March 31

Drinking Water System Category / Source Protection Area	Tasks	Fiscal Year 04/05	Fiscal Year 05/06	Fiscal Year 06/07	Fiscal Year 07/08	Fiscal Year 08/09	Fiscal Year 09/10	Fiscal Year 10/11	Fiscal Year 11/12
Sault Ste. Marie Region Source Protection Area	Coordinating and supporting projects for the assessment report	\$250,000	\$313,077	\$348,011	\$405,958	\$483,200	\$490,000	\$500,000	\$375,000
	Undertaking communications initiatives for the assessment report	\$3,333	\$3,569	\$16,949	\$25,697	\$30,000	\$30,000	\$30,000	\$22,500
	Information management for the assessment report preparation	\$0	\$52,097	\$1,323	\$39,942	\$30,000	\$30,000	\$30,000	\$30,000
	Undertaking a watershed characterization	\$0	\$3,500	\$0	\$0	\$1,800	\$0	\$0	\$0
	Conducting a conceptual water budget	\$0	\$25,297	\$76,463	\$9,937	\$0	\$0	\$0	\$0
	Conducting a tier 1 water budget analysis and stress assessment	\$0	\$0	\$2,599	\$94,225	\$21,800	\$0	\$0	\$0
	Conducting a tier 2 water budget analysis and stress assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Conducting a tier 3 water budget analysis and water quantity risk assessment	\$0	\$0	\$0	\$0	\$98,200	\$23,110	\$0	\$0
	Delineating and applying vulnerability scores to HVAs	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
	Assessing risks in HVAs	\$0	\$0	\$0	\$0	\$5,000	\$2,500	\$0	\$0
	Applying vulnerability scores to SGRAAs	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0
	Identifying issues, inventorying threats and assessing hazards in SGRAAs	\$0	\$0	\$0	\$1,680	\$9,000	\$2,500	\$0	\$0
	Assessing risk in SGRAAs	\$0	\$0	\$0	\$0	\$5,000	\$2,500	\$0	\$0

## Terms of Reference

Drinking Water System Category / Source Protection Area	Tasks	Fiscal Year 04/05	Fiscal Year 05/06	Fiscal Year 06/07	Fiscal Year 07/08	Fiscal Year 08/09	Fiscal Year 09/10	Fiscal Year 10/11	Fiscal Year 11/12
	Delineating and applying vulnerability scores to WHPAs or IPZs	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
	Identifying issues, inventorying threats and assessing hazards in WHPAs or IPZs	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$0	\$0
	Assess risk in WHPAs or IPZs	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$0	\$0
	Consultation on the overall proposed assessment report	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$0	\$0
	Policy development to address drinking water threats (where required and/or permissible in Act/Regs)	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000
	Policy development for monitoring (where required, advisable and/or permissible in Act & Regs)	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000
	Policy development for Great Lakes elements (where required/permissible in Act & Regs)	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000
	Establishing timelines for policy implementation	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000
	Other Source Protection Plan Preparation Tasks	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000	\$5,000
<b>Fiscal Year Total</b>		<b>\$253,333</b>	<b>\$397,541</b>	<b>\$445,344</b>	<b>\$577,438</b>	<b>\$914,000</b>	<b>\$620,610</b>	<b>\$585,000</b>	<b>\$452,500</b>

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## Terms of Reference

**Process Checklist**

<b>Regulatory Process</b>	<b>Completion Date</b>	<b>Completed By</b>
Give a copy of the comments on proposed terms of reference to the source protection committee.	2008-Sep-22	SPAuthority
Make the draft proposed terms of reference available at other locations.	2008-May-20	SPCommittee
Make the proposed terms of reference available at other locations.	2008-Aug-20	SPCommittee
Notice for consultation on draft proposed ToR includes information on public meeting scheduled at least 21 days after newspaper notice is published.	2008-May-20	SPCommittee
Notify band Chiefs on the commencement of the terms of reference.	2008-Feb-05	SPCommittee
Notify municipal clerks on the commencement of the terms of reference.	2008-Jan-21	SPCommittee
Post proposed terms of reference on the Internet for 30 days.	2008-Aug-20	SPCommittee
Post draft proposed terms of reference on Internet.	2008-May-20	SPCommittee
Provide a copy of draft to the chiefs of bands whose reserves are located in the source protection area.	2008-May-20	SPCommittee
Provide a copy of draft proposed terms of reference to the clerks of municipalities located in the source protection area.	2008-May-20	SPCommittee
Provide a copy of proposed terms of reference to the source protection authority.	2008-Aug-20	SPCommittee
Provide a copy of proposed terms of reference to the chiefs of bands whose reserves are located in the source protection area.	2008-Aug-20	SPCommittee
Provide a copy of proposed terms of reference to the clerks of municipalities located in the source protection area.	2008-Aug-20	SPCommittee
Give copy of draft proposed ToR to groups created pursuant to Great Lakes Water Quality Agreement & involved in developing/implementing RAPs & LaMPs.	2008-May-20	SPCommittee
Provide any unresolved comments from municipalities and bands to the Minister as part of the approval package for the proposed terms of reference.	2008-Oct-20	SPAuthority
Provide any unresolved comments from municipalities and bands to the source protection authority on the draft proposed terms of reference.	2008-Sep-20	SPCommittee
Make provisions to consider Great Lakes Agreements.	2008-Aug-18	SPCommittee
Publish newspaper notice to publicly view draft proposed ToR on Internet and at other locations (as determined by the source protection committee).	2008-May-20	SPCommittee
Receive comments from the 30 day Internet posting from the public, municipalities, bands, and other stakeholders.	2008-Sep-19	SPAuthority
Notice for consultation on draft proposed ToR includes requests for comments submitted within 35 days of notice published in the newspaper.	2008-Jun-23	SPCommittee
Municipal council resolutions have been passed agreeing upon work.	Not Applicable	SPCommittee
Provide copy of draft proposed ToR to chairs of SPCs who have been listed in table that describes matters that affect other source protection areas.	Not Applicable	SPCommittee

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## Terms of Reference

**Appendix 1: Full Task Descriptions**

<b>Subject Area</b>	<b>Task Name</b>	<b>Full Task Description</b>
<b>Assessment Report Preparation</b>	Coordinating and supporting projects for the assessment report	Undertaking administrative support, staffing, management support, and training necessary to provide project coordination for the assessment report components and direct support to the source protection committee.
	Undertaking communications initiatives for the assessment report	Local area engagement, outreach and creation of communications products that support the assessment report process.
	Information management for the assessment report preparation	Conducting overall data management, data sharing agreements, standards, mapping, software and maintenance.
	Undertaking a watershed characterization	Identifying and describing watersheds in the source protection area. May include water quality analysis and peer review for water quality analysis. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Conducting a conceptual water budget	Describing the overall flow system dynamics for each watershed in the source protection area taking into consideration surface water and groundwater features, land cover (e.g. proportion of urban vs. rural uses), human-made structures (e.g. dams, channel diversions, water crossings), and water takings. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Conducting a tier 1 water budget analysis and stress assessment	Conducting a tier 1 water budget analysis, stress assessment, and delineation of significant groundwater recharge areas. May also include the identification of water quantity concerns and an analysis of uncertainty. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Conducting a tier 2 water budget analysis and stress assessment	If determined necessary from a tier 1 water budget analysis and stress assessment, conducting a tier 2 water budget analysis and stress assessment, and refining the delineation of significant groundwater recharge areas. May also include the identification of water quantity concerns and an analysis of uncertainty. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Conducting a tier 3 water budget analysis and water quantity risk assessment	If determined necessary from a tier 2 water budget analysis and stress assessment, conducting a tier 3 water budget analysis and water quantity risk assessment. May include identifying significant, moderate and low water quantity threats. May also include consultation with property owners/residents/stakeholders impacted by a significant drinking water threat scoring and an analysis of uncertainty. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Identifying issues, inventorying threats and assessing hazards in HVAs	Listing and describing drinking water quality issues, inventorying threats and assessing hazards (including uncertainty analysis) in the highly vulnerable aquifers. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.

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## Terms of Reference

Subject Area	Task Name	Full Task Description
<b>Assessment Report Preparation</b>	Assessing risks in HVAs	Identifying any significant, moderate, low, and negligible drinking water threats, undertaking an issues evaluation, and analysing uncertainty in highly vulnerable aquifers. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Applying vulnerability scores to SGAs	Applying vulnerability scores to significant groundwater recharge areas in the source protection area (delineated in the water budget process). Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Identifying issues, inventorying threats and assessing hazards in SGAs	Listing and describing drinking water quality issues, inventorying threats and assessing hazards (including uncertainty analysis) in the significant groundwater recharge areas. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Assessing risk in SGAs	Identifying any significant, moderate, low, and negligible drinking water threats, undertaking an issues evaluation, and analysing uncertainty in significant groundwater recharge areas. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Delineating and applying vulnerability scores to WHPAs or IPZs	Delineating the location and extent of the vulnerable area around a drinking water system (wellhead protection areas for drinking water systems using groundwater or intake protection zones for drinking water systems withdrawing from surface water) in the source protection area and applying a vulnerability score. Uncertainty analysis and peer review may be required. In addition, consultation with property owners/residents/stakeholders affected by the delineation and scoring for these two vulnerable areas may be required. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Identifying issues, inventorying threats and assessing hazards in WHPAs or IPZs	Listing and describing drinking water quality issues, inventorying threats and assessing hazards (including uncertainty analysis) in wellhead protection areas and/or intake protection zones. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Assess risk in WHPAs or IPZs	Identifying any significant, moderate, low, and negligible drinking water threats, undertaking an issues evaluation, and analysing uncertainty in wellhead protection areas or intake protection zones. Consultation may be required with stakeholders impacted by significant drinking water threats scoring. Consultation with adjacent source protection areas or regions may also be required for shared Great Lakes drinking water issues. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Consultation on the overall proposed assessment report	Meeting the legislative and regulatory requirements on the consultation and submission process of the proposed assessment report. Details on how to complete this task will be available in the Assessment Report regulation, Director's rules, and guidance when they are developed.
	Coordinating and supporting projects for the source protection plan (SPP)	Undertaking administrative support, staffing, management support, and training necessary to provide project coordination for the source protection plan components and direct support to the source protection committee.

## Terms of Reference

<b>Subject Area</b>	<b>Task Name</b>	<b>Full Task Description</b>
<b>Source Protection Plan Preparation</b>	Undertaking communications initiatives for the source protection plan	Local area engagement, outreach and creation of communications products that support the source protection plan process.
	Information management for source protection plan preparation	Conducting overall data management, data sharing agreements, standards, mapping, software and maintenance.
	Policy development to address drinking water threats (where required and/or permissible in Act/Regs)	Policy development to address drinking water threats (where required and/or permissible in the Act and source protection plan regulation). Detailed requirements and guidance will be provided in the Source Protection Plan regulation and guidance document when they are developed.
	Policy development for monitoring (where required, advisable and/or permissible in Act & Regs)	Policy development for monitoring activities (where required, advisable and/or permissible in the Act and source protection plan regulation), including determining who is responsible for implementing these policies. Detailed requirements and guidance will be provided in the Source Protection Plan regulation and guidance document when they are developed.
	Policy development for Great Lakes elements (where required/permissible in Act & Regs)	Policy development for Great Lakes associated elements (where directed by the Minister and required or permissible in the Act and source protection plan regulation), including monitoring policies to assist in implementing and determining the effectiveness of achieving Great Lake target(s) policies, determining who is responsible for implementing those policies, and determining the need to identify any of these policies as "designated Great Lakes policies". Detailed requirements and guidance will be provided in the Source Protection Plan regulation and guidance document when they are developed.
	Establishing timelines for policy implementation	Establishing timelines for policy implementation after all policies for the SPP are developed, giving consideration to the policies developed, key players affected, capacity for implementation, the assessed risks, and natural, social, and economic considerations, including local community interests/needs. Detailed requirements and guidance will be provided in the Source Protection Plan regulation and guidance document when they are developed.
	Consultation on the overall proposed source protection plan	Consultation and submission process of the overall proposed source protection plan. Details on how to conduct the consultations on the overall proposed source protection plan will be provided in the Source Protection Plan regulation and guidance document when they are developed.
	Other Source Protection Plan Preparation Tasks	If required, add other tasks to complete the source protection plan. Not known at this time, will revisit on the release of appropriate regulations

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## Appendix 1: List of Drinking Water Systems Not Included in Source Protection Planning

ACHIEVEMENT HOUSE INC. WELL SUPPLY
AWERES PUBLIC SCHOOL WELL SUPPLY
BEAUMONT TRAILER PARK WELL SUPPLY
CAMP KORAH WELL SUPPLY
EVERGREEN MOTEL WELL SUPPLY
FISHERS TRAILER PARK
HARVBAR INVESTMENT CO. LTD - ADAM'S ANTIQUE WELL SUPPLY
LANDSLIDE TRAILER PARK WELL SUPPLY
LYONS CAMPGROUND WELL SUPPLY
NORTHLAND TRAILER PARK WELL SUPPLY
PEACE TREE WOODS SUBDIVISION WELL SUPPLY
PIONEER PARK WELL SUPPLY
R.M. MOORE PUBLIC SCHOOL WELL SUPPLY
ROOT RIVER TRAILER COURT WELL SUPPLY
RUPERT ACRES LTD. WELL SUPPLY
SAULT STE. MARIE AIRPORT WELL SUPPLY
SHETLAND PARK WELL SUPPLY
TOWNSHIP OF PRINCE WELL SUPPLY
WAASA GIIWAAMDAAN WELL SUPPLY
WATERWAYS (DEVLIN SUBDIVISION) WELL SUPPLY

Data is based on current MOE information as available to the Source Protection Authority

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Jerry D. Dolcetti, RPP  
Commissioner

Don W. Maki, CBCO  
Chief Building Official



ENGINEERING &amp; PLANNING DEPARTMENT

Building Division

Tel: (705) 759-5410  
Fax: (705) 541-7165

2008 09 08

Mayor John Rowswell and  
Members of City Council

**Re: Prince Township Inspection Agreement**

Over the past several years Prince Township has been contracting our Building Division's inspection and plans examination services. The previous 3 year agreement has come to an end and Prince Township would like to renew the existing agreement for another 3 year term.

The agreement (attached) provides for a \$6,000 compensation per year plus a \$50.00 per hour charge for projects beyond typical residential construction.

The Building Code Act allows municipalities to enter into agreements to share services pending council approval.

I recommend that council approve by-law 2008-166 that would allow the corporation to enter into an agreement to provide inspection and plans examination services for another 3 year term.

Respectfully submitted

Don Maki, CBCO  
Chief Building Official  
Property Standards Officer

Recommended For Approval

Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning

DWM/ds

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

5(0)

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING &amp; PLANNING DEPARTMENT

Engineering &amp; Construction Division

Tel: (705) 759-5378  
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2008 09 08

Mayor John Rowswell and  
Members of City Council  
Civic Centre

#### **RE: PROVINCIAL CAPITAL FUNDING ANNOUNCEMENT - \$7.1M**

Council is aware of the recent announcement of an additional \$7.1M from the Province for capital works. The intention of this report is to provide Council with information on potential projects. A more detailed Council report for the 2009 Capital Works Program will be forthcoming.

#### **Third Line - People's Road to New Hospital Entrance**

This project is scheduled for construction in 2008, 2009 and 2010 Capital Works Programs. These capital works budgets covered the cost of the project based on the estimate of \$12.1 million (City share is \$11 million) in January 2008. Council is aware that construction prices have risen 10 to 15% this year. It is likely we will be faced with a \$1 to \$2 million increase on this project. Detailed design is nearing completion together with a revised cost estimate which will be available soon. The construction of this road is our highest capital priority. Therefore, the Engineering Department will be recommending that the recent grant be used to complete this project together with the funds already designated.

#### **South Market/McNabb Extension**

The South Market/McNabb extension design is also nearing completion. This project is the subject of a request for a part II order under the municipal class environment assessment process. We are hopeful that the request will be denied soon. The project is funded in the 2008 capital works program based on the estimate from March 2008. The City's share of the \$5.7 million project is \$2.8 million has been budgeted in the 2008 capital works program. The balance is funded by COMRIF. Once again based on the increasing construction prices this year, it is possible that tenders will close \$500,000 to \$1 million higher than budget. Therefore the Engineering Department will be recommending that the recent grant money be used to top up this project as necessary.

#### **Wellington Street – Simpson to East**

Wellington Street will be completed in 2008 from Trunk Road to the Simpson Street intersection. Funding for this project came from the revoked connecting link dollars given to the City by the province. The remaining revoked connecting link funds (less than one million) are insufficient to complete the project from Simpson to East Street. There is a \$3 million shortfall based on an April 2008 estimate. The Engineering Department may be recommending that some of the recent grant

2008 09 08  
Page two

money be allocated to this project. The City has the option of completing this phase to Pim Street only, and deferring the block from Church to East Street. This will be evaluated in the 2009 capital works program.

### Sussex Road Bridge

Council passed resolution to include replacement of Sussex Road Bridge in the 2009 Capital Works Program. The current pre-design estimate is \$350,000. The recent funding should permit us to do this in 2009.

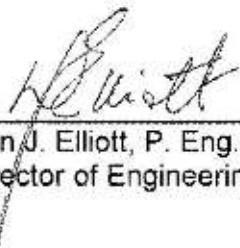
### Hub Trail

Council passed a resolution to ensure that funding is in place for the Hub Trail by 2010. This is another worthy project which should be considered together with the others mentioned above. The unfunded portion of the Hub Trail based on the preliminary pre-design budget was \$2.2 million.

The Engineering Department intends to provide Council with a detailed report recommending the 2009 Capital Works Program, once preconstruction cost estimates are available. That is when a recommendation can be made about which of the above projects can be funded by this additional grant. We anticipate having the report to Council by the end of October 2008.

This report is submitted for Council's information.

Respectfully submitted,



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

DJE/al

Recommended for approval:

  
Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

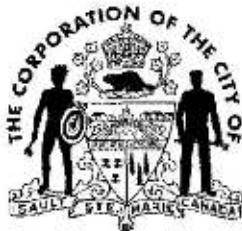
F:\ENGINEERING DATA\ COUNCIL\09 Elliott\2008\Provincial Capital Funding Announcement - 2008 09 08.doc

  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

5(p)

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

File No. L-123

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2008 09 08

**Re: Licence of Occupation – Sault Ste. Marie Horse and Pony Club Inc. - Strathclair Park**

#### **BACKGROUND**

On October 1, 1992 the City entered into a lease with the Sault Ste. Marie Horse and Pony Club Inc. At that time the lease was for a period of 20 years expiring on September 30, 2012. The Club has requested that the City terminate the lease and enter into a licence of occupation with the Club similar to the arrangement with the Sault Minor Baseball Association.

The proposed licence of occupation provides the Club with the right to occupy the existing lands and buildings at Strathclair Park together with adjoining vacant land as shown on Schedule "A" to the licence of occupation attached to By-law 2008-162. The term of the licence is ten years commencing January 1, 2008. There are renewal options in the lease.

As well, the Club has agreed to make payments to pay off the arrears of the lease, except for the local improvement charge for the water line. The Club does not benefit from the water line. The outstanding amount (without the local improvement charge) is about \$22,800.

5(p)

**RECOMMENDATION**

By-law 2008-162 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

*Lorie Bottos*

Lorie Bottos  
City Solicitor

LAB/dh

RECOMMENDED FOR APPROVAL

*J. Fratesi*

Joseph M. Fratesi  
Chief Administrative Officer

5(g)

LORIE BOTTOSS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

File No. L-37(2)

REPORT TO: Mayor John Rowswell and  
Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2008 09 08

Re: Renewal of Lease Agreement – Algoma Health Unit for Portions  
of First and Sixth Floors, Civic Centre

### **1. PURPOSE**

The purpose of this report is to seek Council's approval to renew the Algoma Public Health's lease of portions of the first and sixth floors of the Civic Centre.

### **2. BACKGROUND**

The Algoma Public Health's lease for the sixth and first floors of the Civic Centre expired on December 31<sup>st</sup>, 2007. Algoma Public Health has agreed to renew the lease for a further two year term from January 1<sup>st</sup>, 2008 to December 31<sup>st</sup>, 2009, at an annual rent of \$209,070.00. This lease contains provision for an automatic month to month renewal.

### **3. RECOMMENDATION**

This lease which is attached to and forms part of By-law 2008-165 is recommended for approval.

Yours truly,

Lorie Bottos  
City Solicitor

LAB/cf

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

LORIE BOTTO  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



LEGAL  
DEPARTMENT

File No. R.1.2.3

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2008 09 08

**Re: Notice of Motion Regarding Curfew By-law**

On this evening's agenda there is a notice of motion regarding a request for a report on a curfew by-law. Over the last number of years, but not since 1995, there had been reports to Council regarding requests for a curfew by-law.

There is an old curfew by-law (By-law 1127) that was passed by City Council on May 23, 1921. A copy of that by-law is attached.

If that by-law was ever enforceable, it certainly is not enforceable now. In my opinion, if the City attempted to pass a curfew by-law or indeed enforce the one that may still be on the books from 1921, it would not survive a challenge under the *Charter of Rights and Freedoms*. In my opinion, a by-law targeted at people sixteen years of age and under would be seen as discriminatory.

Section 79 of the provincial *Child and Family Services Act* provides that a parent of a child younger than sixteen years of age shall not permit the child to loiter in a public place or be in a place of public entertainment without an adult between 12 midnight and 6:00 a.m. In that legislation the responsibility is put on the parent to ensure compliance with the legislation.

.../2

5(r)

2/

**RECOMMENDATION**

This report is provided for the information of City Council.

Respectfully submitted,



Lorie Bottos  
City Solicitor

LAB/

Attachment

cc: Chief Robert Davies, Sault Ste. Marie Police Service

## OF THE CITY OF SAULT STE. MARIE,

A by-law to repeal by-law No. 370 and to provide for the prevention of children being on the streets after nine o'clock in the evening unless accompanied by parents or guardians.

WHEREAS it is expedient to repeal By-law No. 370 of the City of Sault Ste. Marie, being a by-law to prevent children being on the streets after night fall and to enact a by-law in accordance with the provisions of The Childrens Protection Act of Ontario, being R.S.O. 1914, Chapter 231, Section 17.

Now therefore the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. By-law No. 370 of the City of Sault Ste. Marie is hereby repealed.
2. On from and after the date hereof no children under the age of sixteen years shall loiter in any public place after nine o'clock in the evening or be there unless accompanied by his or her parent or guardian or an adult appointed by the parent or guardian to accompany such child.
3. Any child found in a public place after the hour of nine o'clock in the evening unless so accompanied may be warned to go home by any constable or Probation Officer or Officer of the Childrens Aid Society and if after such warning a child is found loitering in a public place such child may be taken by the constable or officer to his or her home or to the Childrens Shelter Home.
4. A curfew bell or bells shall be rung every evening at the hour of nine o'clock as a warning after the ringing of which bell or bells no child unless accompanied as aforesaid shall be upon the public streets unless from some unavoidable cause.
5. Any parent or guardian who permits his or her child or ward respectively to violate the provisions of this by-law shall for the first offence incur a penalty of one dollar without costs and for the second offence two dollars and for a third or subsequent offence five dollars.

5(r)

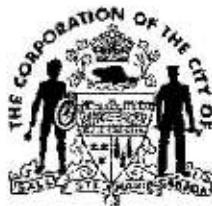
This By-law shall come into force and take effect  
from and after the date hereof.

READ A FIRST, second and third time and finally  
passed in Open Council this 23rd day of May, A.D. 1921,

Thos. Farquhar  
MAYOR.

J. Robinson  
ACTING CLERK.

Randall Roy  
Waste Diversion Supervisor



Public Works & Transportation  
Department

2008 09 08

Mayor J. Rowswell  
and Members of City Council  
Civic Centre

### **RE: REUSABLE BAG SHOPPER LOYALTY PROGRAM**

The following is submitted to Council as information pertaining to the "Reusable Bag Shopper Loyalty Program" which is set to launch Friday September 12, 2008.

#### **Discussion**

The "Reusable Bag Shopper Loyalty Program" will continue the success of the April 2007 "Say yes to reuse and recycling" campaign. This program is an enhancement of the City's plastic reduction strategy, as participation has now reached far beyond grocery chains. The initiative is based upon a partnership between the Corporation of the City of Sault Ste. Marie, the Recycling Council of Ontario and local merchants. The "Reusable Bag Shopper Loyalty Program" will further establish Sault Ste. Marie and its merchants as a "naturally gifted" community.

The aim of this program is to encourage shoppers to continually utilize reusable bags, while simultaneously, reducing the amount of one-time use plastic bags. The program also rewards shoppers for the continued use of the reusable bag and will provide incentives, such as draws and giveaways, to consumers when they use an appropriate bag. Community participation by citizens, retailers and young people will make this a truly local initiative.

#### **Summary**

The merchants and the Municipality, with the assistance of the Recycling Council of Ontario are working to reduce the amount of plastic that goes to the landfill. All of Council is invited to attend the program launch on Friday September 12, 2008 at 11:00 a.m. at the Civic Centre.

Respectfully submitted,

*Randall Roy*

Randall Roy  
Waste Diversion Supervisor

Recommended for approval,

*P.M. McAuley*

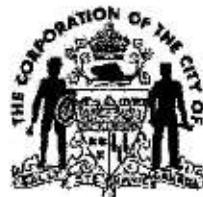
Patrick M. McAuley, P. Eng.  
Commissioner

*RECOMMENDED FOR APPROVAL*

*Joseph M. Fratesi*  
Chief Administrative Officer

PMM:cmr  
\pwt\DeptShare\Council 2008\ shopper loyalty program

James M. Elliott, P. Eng.  
Deputy Commissioner



Public Works &  
Transportation Department

2008 08 23

Mayor John Rowswell  
And Members of Council  
Civic Centre

**RE: EXCESSIVE SPEED AND TRAFFIC CONCERNS ON RUSHMERE DRIVE  
MEETING WITH RICHARD METCALFE – 27 RUSHMERE DRIVE**

This report is a follow up to the report that was presented to Council on August 18, 2008 concerning excessive speeds on Rushmere Drive. At that Council meeting the report was tabled and staff was asked to meet with Mr. Metcalfe to discuss what could be done to improve the traffic situation in the area.

A meeting was held with Mr. Metcalfe on August 26, 2008. This meeting was attended by staff from Police Services and Public Works and Transportation.

The following is a list of points that were agreed to by Mr. Metcalfe and City staff.

- The existing white crossing lines at the intersection of Admiral Drive and Rushmere Drive will be repainted.
- The two 30 km/hr “curve ahead signs” will be upgraded with a higher reflective material.
- The most easterly 30 km/hr “curve ahead sign” will be moved easterly to the corner of Newcastle/Rushmrc in order to allow better visibility to vehicles.
- The most easterly “Florescent Green School Zone Sign” will be moved to an area in front of 20 Rushmrc Drive. This location will provide drivers advance warning that they are entering into a school zone.
- Mr. Metcalfe agreed to talk to the principal of Holy Family Separate School about having a school crossing at Durban Road and Rushmere Drive that would be manned by a student patroller. The City would paint white crossing lines if the principal agrees to this location and provides a student patroller.

2008 08 23

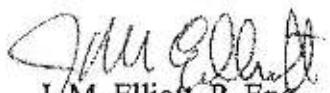
Page 2

- There was a question concerning a new sidewalk for the south side of Rushmere Drive between Durban Road and Admiral Drive. It was agreed that Public Works would ask Engineering to review the need for the sidewalk and consider it as a possible local improvement project.

Mr. Metcalfe indicated that he was satisfied with the City's response.

This report has been prepared for Council's information.

Respectfully submitted,



J/M. Elliott, P. Eng.  
Deputy Commissioner

Recommended for approval,

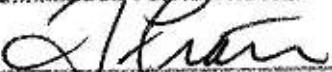


Patrick M. McAuley, P. Eng.  
Commissioner

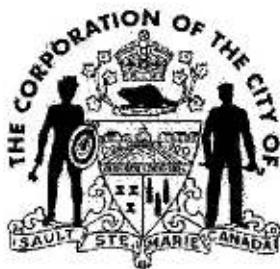
JME:cmr

\pwt\DeptShare\Council 2008\Rushmere Excessive Speed Meeting

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer



# CITY COUNCIL RESOLUTION

5(+)

Agenda Item

✓ ✓ ✓ ✓

Date: August 18, 2008

MOVED BY  
SECONDED BY

Councillor  
Councillor

S. Myers  
F. Fata

Resolved that the report of the Chief of Police dated 2008 06 30 concerning City Council Resolution - Excessive Speeding on Rushmere Drive be accepted as information; and

Further resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2008 08 18 also be accepted as information; and

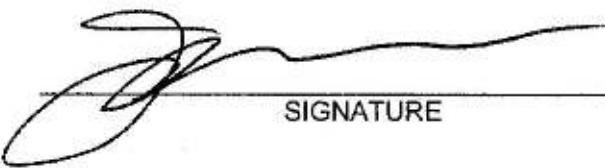
Further that Police Service continue to monitor the speed of vehicles on Rushmere Drive.

Pecuniary Interest - Councillor L. Turco - spouse employed by  
Police Services.

Tabled until a meeting is held betw neighbourhood/staff.

CARRIED  
 REFERRED

DEFEATED  
 OFFICIALLY READ NOT DEALT WITH

  
SIGNATURE

C.A.O.  
 City Solicitor  
 Comm. Finance/Treasurer  
 Comm. Eng. & Planning  
 Comm. Human Resources

Comm. Community Services  
 Comm. P.W. & Transportation  
 City Clerk  
 Fire Chief  
 Police Chief

Mayor  
 Dir. Libraries  
 E.D.C.  
 Cons. Authority



2008 08 18

Mayor John Rowswell  
And Members of Council  
Civic Centre

**RE: EXCESSIVE SPEEDS AND TRAFFIC CONCERNS ON RUSHMERE DRIVE**

**Background**

On May the 16 2008 and July 21, 2008 Council passed resolutions concerning excessive speeds of traffic on Rushmere Drive. These resolutions are attached along with relevant documentation.

**Discussion**

Police Services has carried out a speed study and prepared a report concerning excessive speeds on Rushmere Drive (see attached report). The conclusion of this report is "from the speed studies conducted in the area, excessive speeds do not appear to be a problem".

The Public Works and Transportation Department concurs with this conclusion and feel that excessive speeds do not appear to be a problem. It is the staff's opinion that the signage that includes both schools zone signs, warning signs (playground ahead sign and 30 km/h warning signs) are adequate for this particular area. There are no regulatory 50 km/h signs posted in this area.

In the second resolution there is a letter from Mr. Richard Metcalfe where he indicates some possible actions to improve safety in this area.

"A number of years ago the speed limit sign was "permanently" installed near the corner of Rushmere and Newcastle but over the years it "disappeared".

The speed within the City of Sault Ste Marie is 50 km/h unless otherwise posted.

"As you are aware traveling west on Rushmere there is a "blind corner" immediately before Holy Family School. A "school crossing" sign is posted but is right at the turn before it giving very little prior alert time for drivers to react accordingly".

The curve on Rushmere does have some restricted visibility for a certain length of the street. However, the speed limit of 50 km/h is more than adequate for visibility on this curve. It is staff's opinion that the fluorescent green school area signs are highly visible

DCTA

no matter what direction traffic is coming from and there is no need to change the locations.

"A school zone sign with flashing lights during peak student arrival and dismissal times is certainly warranted. A reduced speed in the School Zone should be posted and enforced."

A school zone sign with flashing lights is not required in this area. There are enough fluorescent green school zone signs, black and yellow children ahead signs as well as black and yellow speed reduction signs that indicate to a responsible driver that a reduction in speed is required. Staff is of opinion that a school zone sign with a flashing light is not warranted.

### **Summary**

The Police Services report states that excessive speeds in this area do not appear to be a problem. Public Works agrees with this observation, but we understand that from time to time there are people who exceed the speed limit through the area. It is staff's opinion that no matter what sign or device installed, it will not prevent certain individuals from speeding through the area. The only way to control the speed of these vehicles is with police presence. The report from Police Services acknowledges that they have provided additional supervision at different times since the resolution was sent to them and they will continue to monitor the location.

### **Recommendation**

It is recommended that Police Services continue to monitor the speed of vehicles on Rushmere Drive.

Respectfully submitted,

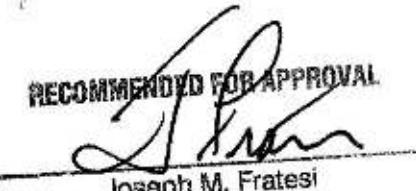


J.M. Elliott, P. Eng.  
Deputy Commissioner  
Public Works and Transportation  
Department

Recommended for approval,



P.M. McAuley  
Commissioner  
Public Works and Transportation  
Department

  
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

---

### **attachments**



# SAULT STE. MARIE POLICE SERVICE

580 Second Line East  
Sault Ste. Marie, Ontario P6B 4K1

ROBERT D. DAVIES  
*Chief of Police*

EMERGENCY DIAL: 9-1-1  
TELEPHONE: (705) 949-6300

BOB KATES  
*Deputy Chief of Police*

EXECUTIVE FAX: (705) 949-3682  
OPERATIONS FAX: (705) 759-7820

June 30, 2008

Mayor J. Rowswell and Members of City Council  
City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
Sault Ste. Marie ON P6A 5X6

Dear Mayor Rowswell and Councillors:

**Re: City Council Resolution - Excessive Speeding on Rushmere Drive**

In response to City Council's resolution from May 26, 2008, a two week study was conducted of the vehicular traffic on Rushmere Drive.

I have attached the report of Sergeant J. Trudeau regarding this speed study. It would appear that excessive speeding on Rushmere Drive is not occurring on a consistent basis.

Yours truly,

A handwritten signature in black ink, appearing to read "BL Davies".

Robert D. Davies  
Chief of Police

RDD:ah

Attachment

cc: Inspector D. O'Dell, Patrol Services  
Sergeant J. Trudeau, Traffic Services



*Committed to Excellence in our Community*

SERGEANT  
Joseph Trudeau



TRAFFIC SERVICES

**INTERNAL CORRESPONDENCE**

**DATE:** June 27, 2008

**TO:** Chief R. D. Davies

**RE:** City Council Resolution for Rushmere Dr.

---

Rushmere Dr. runs in a general east/west direction in a residential area of our City's west end. The street begins at Goulais Ave. and ends approximately 600 metres later at Broadview Dr. There is an elementary school, Holy Family, on the north side of the street near the midway point. It is residential area.

Rushmere Dr. has a 50 km/h speed limit, which is not posted. The street has two cautionary 30 km/h signs posted on it. One sign is located on the west side of the school for eastbound traffic at the beginning of a moderate curve in the roadway. The second cautionary sign is for westbound traffic and is located at the intersection of Newcastle Dr. I have had placed the radar board station on this street on three different dates:

- June 4<sup>th</sup> from 0930 to 2100 hrs recording an average speed of 40.21 km/h for westbound traffic, with a traffic volume of 1658 vehicles,
- June 18<sup>th</sup> from 0700 to 2045 hrs recording an average speed of 38.41 km/h for eastbound traffic, with a traffic volume of 1543 vehicles, and
- June 25<sup>th</sup> from 0700 to 1515 hrs recording an average speed of 36.96 km/h for eastbound traffic, with a traffic volume of 476 vehicles.

The area had been on BOLO for additional supervision two separate times since the resolution was send to us. To my knowledge no charges have been laid in the area. From the speed studies conducted in the area, excessive speed does not appear to be a problem.

Respectfully;

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

J. Trudeau  
Sgt.  
Traffic Services

cc D. O'Dell

Randall Roy  
Public Works &  
Transportation



Public Works &  
Transportation  
Department

2008 09 08

Mayor J. Rowswell  
And Members of City Council  
Civic Centre

**SUBJECT: RE: LITTER FROM VEHICLES ENROUTE TO LANDFILL**

At the August 18, 2008 Council meeting, Council tabled a letter from a resident at 310 Fifth Line East requesting action be taken to ensure more residents attending the landfill are covering their loads of refuse to prevent litter along streets and ditches. Council referred the item to the City Solicitor and Commissioner of Public Works & Transportation and requested a further review and a report back on this issue.

**Discussion**

Staff at the City landfill has become aware of the situation with unsecured loads causing litter problems along Fifth Line, Highway 17N, People's Road, Old Goulais Bay Road and Fourth Line. Waste diversion staff have met with representatives of the City Police in response to the letter from the resident dated August 4, 2008. As a result, it has been suggested that a public education effort be put into effect as a partnership between Public Works staff and City Police. This effort would aim to educate the public with regards to the Ontario Highway Traffic Act (Part VII, Section 111, subsection 2):

*Proper loading*

*"(2) No person shall operate or permit to be operated upon a highway a motor vehicle that carries a load or draws a vehicle that carries a load unless the load is loaded, bound, secured, contained or covered so that no portion of the load may become dislodged or fall, leak, spill or blow from the vehicle." 2002, c. 18, Sched. P, s. 26.*

A flyer has been printed and is being distributed to the public at the scale-house of the landfill, starting on the week of August 25/08. This flyer provides a warning with regard to the expectation that loads be covered or "tarped", and a list of the fines and/or penalties associated with non-compliance. A copy of the flyer is attached in elsewhere in the council package. During the week of September 8<sup>th</sup>, the landfill gate fee will be waived for residents of Sault Ste. Marie and as a result, above average traffic is expected. This presents an opportunity for City Police to help address the problem by observing vehicles as they proceed to landfill and to stop residents with unsecured loads. It is hoped that timing these efforts with the waiving of the gate fee will increase the effectiveness of the campaign.

2008-09-08

Page 2-2

After the week of September 8<sup>th</sup>, Landfill staff will continue to monitor the traffic and ask that all residents properly secure loads. Flyers will be handed out to residents who attend the landfill with an unsecured load and repeat offenders will be denied entry to the landfill and/or brought to the attention of city police.

### Conclusion

It is hoped that this joint effort from Public Works and Transportation and the Sault Ste. Marie Police Services, will correct this issue in a manner that is both helpful to the residents of Fifth Line and surrounding area as well as being educational to the public.

Respectfully submitted,



Randall Roy  
Waste Diversion Supervisor



Patrick M. McAuley, P. Eng.  
Commissioner  
PMM:cmr

\Citydata\pwt\DeptShare\Council 2008



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

# SECURE YOUR LOAD



## THIS IS A WARNING

Please be advised that in accordance with Highway Traffic Act (Part 7, Section 111, subsection 2) all loads **MUST** be covered.

*"No person shall operate or permit to be operated upon a highway a motor vehicle that carries a load or draws a vehicle that carries a load unless the load is loaded, bound, secured, contained or covered so that no portion of the load may become dislodged or fall, leak, spill or blow from the vehicle." 2002, c. 18, Sched. P, s. 26.*

**If you do not secure your load you may:**

**Be subject to a TICKET of \$130**

(issued by Police Services or Ministry of Transport enforcement)

**AND**

**Be denied access to the landfill**

Randall Roy  
Waste Diversion  
Supervisor



Public Works &  
Transportation  
Department

2008 09 08

Mayor J. Rowswell  
and Members of City Council  
Civic Centre

**RE: MUNICIPAL HAZARDOUS OR SPECIAL WASTE MANAGEMENT SHARED  
RESPONSIBILITY AGREEMENT**

The purpose of this report is to request that Council authorize municipal staff to execute the agreement with Stewardship Ontario in order to allow staff to access funding for the Household Hazardous Waste program.

**Discussion**

On December 11, 2006, the Minister of the Environment designated Municipal Hazardous or Special Waste (MHSW) under the Waste Diversion Act, 2002. Under that designation, Waste Diversion Ontario worked with stewards (producers, brand owners and first importers of designated products) and municipalities to prepare the Municipal Hazardous or Special Waste diversion program. On February 19<sup>th</sup> 2008 the minister approved the program with an implementation date of July 1<sup>st</sup> 2008.

After July 1<sup>st</sup> 2008 stewards of some of the products collected at the Household Special Waste Facility are required to pay the costs for shipping and processing of program approved materials. The list of program approved materials is attached elsewhere in the package. As part of the program municipalities will still cover the costs of collection of program approved products.

In order for the municipality to recover some of the costs of operating our Household Special Waste Facility the municipality must enter into an agreement with Stewardship Ontario.

The contractor for the municipality is in consultation with staff and has agreed to renegotiate the contract to ensure that the maximum returns possible from Stewardship Ontario can be obtained.

The agreement and background information are attached and additional information is available on request.

2008 09 08

Page 2

**Recommendation**

It is recommended that Council approve the signing of the MHSW agreement in the form provided to you elsewhere in the council package.

All of which is respectfully submitted.

*Randall Roy*

Randall Roy  
Waste Diversion Supervisor

Recommended for approval,

*P M McAuley*

Patrick M. McAuley, P. Eng.  
Commissioner

\pwt\DeptShare\Council 2008\MHSW shared responsibility agreement

*RECOMMENDED FOR APPROVAL*

*J M F*  
Joseph M. Fratto  
Chief Administrative Officer

6(2)(e)

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer

Finance Department



2008 09 08

Mayor John Rowswell and  
Members of City Council

**Re: Stair Enclosures at the ESSAR Centre**

---

This report is in response to the below listed Council resolution of 2008 08 18.

Moved By: Councillor Sheehan  
Seconded By: Councillor Myers

Resolved that Council shall now reconsider the matter on this evening's agenda item 5 (k) Essar Centre – Stair Enclosures.

A resolution was tabled at the Council meeting of 2008 08 18 requesting the increased cost of \$66,450 be funded from the Essar Centre Sponsorship Funds or Arena Reserves.

**Sponsorship Agreement**

Essar Steel Algoma Inc. committed to a ten year sponsorship of the arena for \$1,500,000 and agreed to pay the entire amount in advance. The City has received the payment.

The proper accounting treatment of the \$1,500,000 payment is to recognize one-tenth, or \$150,000 per year as revenue for the corporation sponsorship.

The \$1,500,000 was placed in a deferred revenue account on the City's balance sheet and each year \$150,000 will be earned and recognized as revenue.

The annual revenue will be offset with the annual share of the consultant's search fee, box suite fees and board advertisement resulting in net annual revenue of approximately \$123,000.

The sponsorship funding is not a reserve and should not be considered as a lump sum that can be spent today.

**Stair Enclosures at the Essar Centre**

2008 09 08

Page 2.

The City only allocates interest to reserve funds, such as the hospital or cemetery. All other interest earned on City funds is accumulated in one revenue account and is used to offset operating costs. In 2007, the City earned \$866,552 of interest on funds including reserves.

The sponsorship funds were intended to offset operating costs of the arena. A revenue amount of \$121,025 was included in the 2008 budget for sponsorship revenue.

**Essar Centre Reserve**

A service fee on concert ticket sales generated \$25,669 in 2007 for this reserve and the balance at December 31, 2007 was \$33,593. This reserve is committed to fund the approximate \$80,000 design cost for the box suites and is not available for this project.

**5% Subdividers Reserve Fund**

Explanatory Notes from the Finance Department in 1983 described the purpose of the 5% Subdividers Reserve Fund.

*Funds in this account are received from subdividers or applicants to the Committee of Adjustment to sever land as Cash-In-Lieu of park lands, equivalent to 5% of the parcel of property.*

*The 5% consent payments are made under Sec. 33(11) of the Planning Act and are to be used for the purchase of park lands or other recreational purposes, for the development or improvement of lands used to be used for park, or other recreational purposes, including the erection or repair of buildings or other structures thereon or for the maintenance of lands, buildings or structures used for park or other public recreational purposes, including the acquisition of machinery and equipment required for such maintenance.*

The majority of fees collected relate to new lot creation through the Committee of Adjustment.

**Summary of 5% Subdividers Reserve Fund**

Opening Balance January 1, 2008		357,475
Less: Skateboard Park	( 100,000)	
Indoor Soccer Study	( 40,000)	( 140,000)
		217,475
Add: Estimated Interest	10,000	
2008 Deposits	88,165	98,165
Balance before further allocations		315,640
Less: Stair Enclosures Essar Centre		( 66,450)
Less: Skateboard Park		( 78,845)
Estimated Yearend Balance		<u>170,345</u>

6(2)(a)

**Stair Enclosures at the Essar Centre**

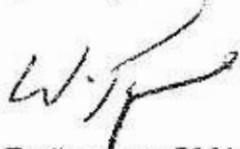
2008 09 08

Page 3.

**RECOMMENDATION**

The staff recommendation is to fund the \$66,460 increased cost of the Essar Centre stair enclosures from the 5% Subdividers Reserve Fund.

Respectfully submitted,

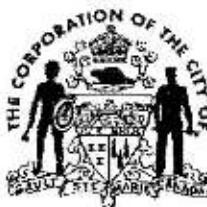


W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

(b2)(a)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2008 08 18

Mayor John Rowswell  
and Members of City Council

**Essar Centre – Stair Enclosures for the Southeast and Southwest Exterior Stairs**

At the beginning of 2008 the consultant, as requested by Council, provided a cost estimate for this project at \$215,000. Subsequently, as part of the 2008 Budget, Council approved this amount for the project.

The consultant was engaged to provide the technical specifications for the tendering of the project. The project was tendered and the low bid is \$253,450. (plus G.S.T.). Attached to this report is the overview of the tender submissions that were received. In addition to the tendered amount there are additional project fees which consist of professional fees of approximately \$18,000., and a contingency allotment which is recommended to be \$10,000. All of which brings the total cost for the project to \$281,450.

The following are options for consideration:

1. Proceed with only constructing one side of the project this year and do the other side next year.

It is estimated that proceeding with only one side of the project will cost approximately 75% of total to do both sides. Therefore this option is not recommended.

2. Defer the project to next year's budget and carry-forward the budget amount for this year's project to next year.

The consultant has advised that costs will continue to rise and that it is difficult to predict the price escalation for next year. In addition to contractors in the local market continuing to be extremely active, there have been dramatic increases in fuel and steel.

6(2)(e)

3. Use the 5% Sub-Dividers Reserve (the amount in this reserve is generated from revenues received from new subdivisions in-lieu of providing parkland property) to cover the difference.

This account is used for parks and recreation capital items that have a regional community benefit rather than a neighbourhood benefit. Staff recommend this option.

**Recommendation**

It is recommended that Council approve the low tender for the Stair Enclosure Project at the Essar Centre to Graham B. Newman Construction in the amount of \$253,450.; and further that Council authorize the increased cost in the project, estimated at \$66,450. for a total project cost of \$281,450., and that the increase (\$66,450.) be funded from the 5% Sub-Dividers Reserve.

Respectfully submitted,

Nicholas J. Apostle  
Commissioner Community Services

RECOMMENDED FOR APPROVAL

  
Joseph M. Fratoni  
Chief Administrative Officer

2010-2011 Councillor Appointments pg 16

cc: B. Freiburger, Commissioner of Finance  
R. Robertson, Manager Purchasing

attachment

Project

**Sault Event Centre**  
**Southeast & Southwest Stair Windbreaks**  
**0828**  
**17 July 2008 @ 4:00:00 pm**

Project Number  
Tender Close

## TENDER ANALYSIS FORM

EPOH Inc.

Contractor	Time Received	No. of Addenda	Security Deposit	Tender Amount (\$)	GST (\$)	Total Contract Price (\$) A+B	Completion Date (weeks from award)	Remarks
Newman Construction	3:15	2	X	253,450.00	12,672.50	266,122.50	14 wks	
George Stone & Sons	3:05	2	X	326,110.00	16,305.50	342,415.50	14 wks	

07/27/08

6(2)(b)

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer

Finance Department



2008 09 08

Mayor John Rowswell and  
Members of City Council

### **Re: Skateboard Park Funding**

This report is in response to the below listed Council resolution of 2008 08 18.

Moved By: Councillor B. Hayes  
Seconded By: Councillor D. Celetti

Resolved that the report of the Commissioner of Community Services on behalf of the Skateboard Sub-Committee dated 2008 08 18 concerning Skateboard Project be accepted; and further that the matter BE REFERRED to appropriate staff to determine if the shortfall of approximately \$175,000 can be allocated from existing City resources and report back to Council at the September 8<sup>th</sup> meeting.

### **Unforeseen Expense**

The annual budget for the Unforeseen Expense is \$175,000. To date, \$20,000 has been allocated for an HVAC at the Seniors Drop In Centre.

Due to the increases in fuel costs this summer, I would recommend this budget allocation not be allocated at this time. Staff is currently reviewing fuel costs and will provide an update with the six month financial report.

### **Parkland Development Charges**

In 1991, the City approved a parkland development charge under the authority of the provincial Development Charges Act, 1989. The charge was based on a fee of \$200 per person based on the number of bedrooms in the home. The development charges by-law expired in 1997 and was not renewed. New legislation was passed under the Development Charges Act, 1997.

The parkland development charges are listed in our budget reserve summary under Development Charges Reserve Fund. There were previously three development charges; parkland (\$94,055), sewer (\$319,284) and lot severance (\$4,917) with a total fund balance of \$418,256 at yearend 2007. The Parkland Development Charges had a 2008 opening balance of \$94,055 and is expected to earn interest of \$2,100 for an estimated yearend balance of \$96,155.

6(2)(b)

## Skateboard Park Funding

2008 09 08

Page 2.

The criteria for using development charges is that it be used for capital expenditure purposes and not related to the purchase of parkland.

### 5% Subdividers Reserve Fund

Explanatory Notes from the Finance Department in 1983 described the purpose of the 5% Subdividers Reserve Fund.

*Funds in this account are received from subdividers or applicants to the Committee of Adjustment to sever land as Cash-In-Lieu of park lands, equivalent to 5% of the parcel of property.*

*The 5% consent payments are made under Sec. 33(11) of the Planning Act and are to be used for the purchase of park lands or other recreational purposes, for the development or improvement of lands used to be used for park, or other recreational purposes, including the erection or repair of buildings or other structures thereon or for the maintenance of lands, buildings or structures used for park or other public recreational purposes, including the acquisition of machinery and equipment required for such maintenance.*

The majority of fees collected relate to new lot creation through the Committee of Adjustment.

#### Summary of 5% Subdividers Reserve Fund

Opening Balance January 1, 2008		357,475
Less: Skateboard Park	( 100,000)	
Indoor Soccer Study	( 40,000)	( 140,000)
		217,475
Add: Estimated Interest	10,000	
2008 Deposits	88,165	98,165
Balance before further allocations		315,640
Less: Stair Enclosures Essar Centre		( 66,450)
Less: Skateboard Park		( 78,845)
Estimated Yearend Balance		170,345

Annual revenue for 5% Subdividers Reserve Fund over the last 5 years.

2007	\$ 32,528
2006	45,411
2005	28,790
2004	33,075
2003	39,375
Total	\$ 179,179 annual average \$35,836

6(2)(b)

**Skateboard Park Funding**

2008 09 08

Page 3.

A concern is that this revenue source is being utilized for a study on an indoor sports facility and we don't know of any future requirements for that project. Also, there maybe additional costs for Skateboard Park Phase 1 hard landscaping costs including walkways.

**Summary**

In response to the request by City Council to identify existing City resources to finance a skateboard park, the following funding option is provided.

Development Charges Reserve Fund – Parkland	\$ 96,155
- remaining balance 0	
5% Subdividers Reserve Fund	<u>78,845</u>
- remaining estimated balance \$162,085	
Total	\$ 175,000

The Parkland Development Reserve Fund and the 5% Subdividers Reserve Fund both relate to the funding of recreational projects.

This report is provided for the information of Council.

Respectfully submitted,



W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

(d2)(b)

## SAULT STE. MARIE POLICE SERVICE



580 Second Line East  
Sault Ste. Marie, Ontario P6B 4K1

ROBERT DAVIES  
*Chief of Police*

EMERGENCY DIAL 9-1-1  
TELEPHONE (705) 949-6300

BOB KATES  
*Deputy Chief of Police*

EXECUTIVE FAX (705) 949-3082  
OPERATIONS FAX (705) 759-7820

September 2, 2008

Mayor J. Rowswell and Members of City Council  
City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
Sault Ste. Marie ON P6A 5X6

Dear Mayor Rowswell and Councillors:

**Re: Letter of Support**

I have been requested to submit a letter of support on behalf of the skatepark project for the youth in Sault Ste Marie.

As part of the City of Sault Ste Marie's strategic plan, it was my understanding that progress was ongoing to develop a skatepark in our Community. I wish to reaffirm my belief that a skatepark would have a positive social impact on our youth and result in a reduction of negative occurrences in which Police are usually involved.

The Sault Ste. Marie Police Service willingly offers its support to initiatives related to prevention, education, justice, and the enhancement of services to all in our Community.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert D. Davies".

Robert D. Davies  
Chief of Police

RDD:ah

*Committed to Excellence in our Community*

6(2)(b)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2008 08 18

Mayor John Rowswell  
and Members of City Council

### Skatepark Project

#### Background

The following resolution was passed at Council's June 23, 2008 meeting:

*Whereas the Skatepark initiative is very important to the your of our community; and*

*Whereas 2008 has been declared the year of the youth; and*

*Whereas a goal of \$38,000 is yet to be reached in fundraising due to changes in the Superior Community Skatepark Association (SCSA); and*

*Whereas the P.R.A.C. Sub-Committee along wit SCSA and now the Youth Association is preparing to aggressively reach this target through a new fundraising plan; and*

*Whereas in April, City Council directed staff to proceed to tender for Phase 1;*

*Be it resolved that the P.R.A.C Sub-Committee, SCSA and Youth Association fundraising group come back to Council in one month with a detailed fundraising plan with identified targets to raise these fund; and Further be it resolved that staff be directed to proceed with the tender to ensure the financial target of \$38,000 is still the amount sufficient to proceed with Phase One."*

In addition to the above, Council received a report from staff, see Appendix A – attached.

The overall budget for phase one of the project is \$225,000. (including professional fees) which consists of \$100,000. from the City; \$75,000. from the Ontario Trillium Foundation; \$12,000. from the Superior Community Skatepark Association; and \$38,000. to be raised from fundraising efforts. The amount allocated for the construction aspect of phase one is \$187,000.

The project tender was structured as to allow for the in-kind donations that have been arranged by the Fundraising Committee. Two submissions were received:

1. George Stone and Sons Ltd. in the amount of \$337,043.12 (plus G.S.T.) less \$15,921.60 for the in-kind donations, for a total of \$321,121.52 plus G.S.T.
2. UCC Group Inc in the amount of \$397,010.00 (plus G.S.T.) less \$7,830.00 for the in-kind donations, for a total of \$389,180.00 plus G.S.T. This submission was rejected because the mandatory deposit cheque was not submitted.

The above bids do carry a small contingency but do not account for any "hard landscaping, soft landscaping, or furnishings" costs.

The reasons for the increase in the cost of the project (when comparing the tender price to the estimated cost) is likely due to the local market continuing to be extremely active and the dramatic increases in fuel and steel.

The overview of the project financing is:

Low Tender	\$337,043.12
Plus Professional fees	\$ 40,000.00
Less credit for in-kind services	\$ 15,921.60
Less secured project funding	<u>\$187,000.00</u>
Funding Shortfall	\$174,121.52

#### Sub-Committee Review

The Sub-Committee reviewed the following aspects of the project:

- Presently there is no skateboarding facility in the city. The temporary Skatepark was dismantled earlier this year because it was unsafe.
- Although it is difficult to predict what the price escalation for next year will be, undoubtedly prices will continue to rise.
- The cost of the original project was too high so the project was split into two phases in order to reduce the cost; however the result has been that the cost of Phase One is as much as the original estimate for the entire Skatepark.
- A decision to proceed will need to be made by the beginning of September, at the latest, in order for contractor to have enough time to complete the Skatepark this year.
- The Ontario Trillium Foundation (OTF) funding of \$75,000. could be in jeopardy. Although the OTF has previously extended funding for other projects, their approval for extending the funding deadline for our project will be required.
- The shortfall in the project funding of \$174,121.52 is a considerable amount.

(d2)(b)

### Project Options

The options listed below were reviewed by the Sub-Committee:

1. Do not proceed with the project.

The Sub-Committee does not recommend this option for consideration at this point in time. There are other options that should be pursued.

2. Request that Council refer the project funding to the appropriate staff to determine if the shortfall of approximately \$175,000. can be allocated from existing City resources and report back to Council at their September 8<sup>th</sup> meeting.

The Sub-Committee believes that this project is important to the recreational fabric of the City and they recommend this option.

3. Defer the City's allocation for the project until next year's budget, and in addition request approval from the OTF for their portion of the funding to be extended until next year as well.

The Sub-Committee does not recommend this option for consideration at this point in time.

### Recommendation

The Skatepark Sub-Committee unanimously recommends that Council refer the project funding to the appropriate staff to determine if the shortfall of approximately \$175,000. can be allocated from existing City resources and report back to Council at their September 8<sup>th</sup> meeting.

Respectfully submitted on behalf of the Skatepark Sub-Committee (P.R.A.C.),



Nicholas J. Apostle  
Commissioner Community Services

Printed on recycled paper 100%

cc: Parks and Recreation Advisory Committee  
B. Freiburger, Commissioner of Finance  
R. Robertson, Manager Purchasing

(d2)(b)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2008 06 23

Mayor John Rowswell  
and Members of City Council

### **Skatepark Update**

#### **Background**

The following was reported to City Council earlier this year:

- The cost estimate for Phase 1 is \$225,000.00 including professional fees
- Secured funding consists of \$100,000.00 from the City; \$75,000.00 from the Ontario Trillium Foundation; and \$12,000.00 from the Superior Community Skatepark Association (S.C.S.A.)
- The fund raising component is anticipated to be at least enough to cover the shortfall (\$38,000.00)
- The fundraising needs to be in place prior to the project going forward

At the April 14, 2008 City Council meeting approval was given to have staff proceed to tender Phase 1 of the skatepark project. The project should be ready to go out to tender in the next few weeks.

A major concern right now is that all of the funding is not in place for the estimated cost of Phase 1. Specifically, the fund raising efforts, at this time, are well below the target amount. The fundraising is being coordinated by the Parks and Recreation Advisory Committee Skatepark Sub-Committee along with the S.C.S.A. and a few volunteers. Recently the President of the Youth Association, Mr. Alvin Olar joined the fundraising efforts, thus providing added assistance. The fundraising campaign has recently begun and therefore they are not within reach of their target amount. The Committee remains optimistic that they will be able to meet their targeted goal as their campaign now enters high gear.

Since, at this time, fundraising is well below the target amount, the tender will be postponed until either the fundraising efforts have reached their goal or the campaign ends. In any case, a further report will be coming back to City Council.

All of which is respectfully provided as information.

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

Nicholas J. Apostle  
Commissioner Community Services

Msas admin/council/report to Council SkatePark Update

cc: Parks and Recreation Advisory Committee  
P.R.A.C. – Skatepark Sub-Committee

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

September 8, 2008

Mayor John Rowswell  
and Members of City Council

**Soo Thunderbirds Hockey Club Inc. Account Receivable**

**Background**

Council may recall that the matter of the Club's account receivable with the City has been an on-going matter.

In the spring of 2007 Council referred the Club's request for Financial Assistance to the Parks and Recreation Advisory Committee for review and a report back to Council. The Committee did a thorough review and found that the request did not meet the City's guidelines for Financial Assistance. In addition, the City supports the Club by way of providing complimentary practice time, and the exclusive year-round use of a dressing room and storage area at the John Rhodes Community Centre.

In August of 2007 the City entered into an agreement with the Club (the agreement and report to Council are attached) which included the following highlights:

- The outstanding debt will be paid as follows:
  1. \$5,000. by August 31, 2007
  2. An additional \$10,000. by September 30, 2007
  3. The remaining outstanding balance to be paid in full by August 31, 2008.
- The Club agrees to remain current with regards to their 2007/08 ice rental fees. This means that they will pay their invoice in full within 30 days of receiving their invoice, as required by the City.
- In the event that the Club does not abide by the agreement with regards to the payment for their outstanding debt or for the payment of their current ice time, staff will report to Council for their consideration and possible termination of the program.

The Club paid \$20,000. towards their account during the 2007-08 season.

(d2)(c)

### Current Situation

On June 24, 2008 the President of the Club was advised of the following:

- The current account receivable with the City is \$28,378.45 (\$25,670.66 in principal and \$2,707.79 in interest);
- According to the agreement this outstanding balance had to be paid off by the August 31, 2008;
- As stated in the agreement, in the event the outstanding balance is not paid off, then staff are obliged to report to Council for their consideration and possible termination of the program.

At the time of the Council agenda setting meeting the required payment was not received from the Club.

### Scenarios for Council's Consideration

- Terminate the program effective immediately. The schedule for the Club's hockey season has been established. Terminating the program now would have negative effects on many hockey players that are on the Team.
- Extend the current agreement until April 30, 2009 which will allow the program to continue for this season. If the outstanding balance is not paid off by April 30, 2009 then terminate the program. In addition Council could demand that the Club must pay \$1500 at the beginning of each month commencing September 1, 2009 so that their "current" ice time charges are covered-off.

### Recommendation

Staff is seeking Council's direction on this matter.

Nicholas J. Apostle  
Commissioner Community Services

jk/council/10/08/sept 8

cc: B. Freiburger, Commissioner of Finance  
Parks and Recreation Advisory Committee

attachments

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

August 27, 2007

Mayor John Rowswell  
and Members of City Council

### Soo Thunderbirds Hockey Club – Agreement

#### Background

The Parks and Recreation Advisory Committee was directed by Council to review the Club's request for a reprieve of the 2005/06 and 2006/07 ice rental fees. In their report to Council (June 2007) part of the Committee's recommendation, which was approved by Council, stated that unless an acceptable payment plan was submitted by the Club its' ice time would be revoked.

The Club has submitted a payment plan and it has been reviewed by Community Services Department and Finance Department staff. Both departments find it acceptable.

As a result of the new payment plan, a new agreement had to be drafted. It has been signed by the Club and a bylaw authorizing the Mayor and Clerk to sign the agreement appears elsewhere on your agenda.

#### Highlights of the Agreement

- The agreement shall be in force for one year from September 1, 2007 to August 31, 2008 with an option to renew the agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal.
- The outstanding debt will be paid as follows:
  1. \$5,000. by August 31, 2007
  2. An additional \$10,000. by September 30, 2007
  3. The remaining outstanding balance to be paid in full by August 31, 2008.
- The Club agrees to remain current with regards to their 2007/08 ice rental fees. This means that they will pay their invoices in full within 30 days of receiving their invoice, as required by the City.
- In the event that the Club does not abide by the agreement with regards to the payment for their outstanding debt or for the payment of their current ice time, staff will report to Council for their consideration and possible termination of the program.

**Recommendation**

It is recommended that Council approved the agreement with the Soo Thunderbirds and for it to be in force for one year from September 1, 2007 to August 31, 2008 with the option to renew the agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal.

Respectfully submitted,



Nicholas J. Apostle  
Commissioner Community Services

Amendments to this agreement August 27 2007

cc: J. Bumbacco, Chair, Parks and Recreation Advisory Committee  
L. Bottos, City Solicitor  
B. Freiburger, Commissioner of Finance

THIS AGREEMENT made in duplicate this 1st day of September, 2007.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
(hereinafter called the "City")

- and -

SOO THUNDERBIRDS HOCKEY CLUB INC.  
(hereinafter called the "Club")

WHEREAS the City is the owner and operator of the Steelback Centre and the John Rhodes Community Centre;

AND WHEREAS the Club has been sponsored as a Junior "A" hockey team in the NORTHERN ONTARIO JUNIOR HOCKEY ASSOCIATION;

AND WHEREAS the City and the Club have come to an agreement in respect to the use of the Steelback Centre and the John Rhodes Community Centre.

NOW THEREFORE the parties agree as follows:

1. **TERM OF AGREEMENT**

This agreement shall be in force for one year from September 1, 2007 to August 31, 2008 provided that the Club has an option to renew this agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal.

2. **PREMISES**

The City agrees to provide for the use of the Club the ice surface at either the Steelback Centre or the John Rhodes Community Centre for games. The Club and the City will mutually determine the venue for the games. The City will confirm game dates and venue by way of issuing a permit.

The practices will be at the John Rhodes Community Centre Arena 2. However, the parties acknowledge that practices may be required to be held elsewhere if there is a special event being carried on at the ice surface at the John Rhodes Community Centre. The City will confirm practice time through the issuing of a permit.

3. **ICE CONDITION**

The City agrees at its expense to keep the ice surface in the Steelback Centre and the John Rhodes Community Centre in a reasonable playing condition and to provide attendants to resurface the ice at normal times for games.

4. **GAME TIMES**

The parties acknowledge that the Club's home games shall normally be held on Saturday evenings and Sunday afternoons with a possible mid-week game from time to time. The City agrees to block out 3.0 hours for games.

5. **PRACTICE TIMES**

The Club shall be allowed to practice at the John Rhodes Community Centre between 3:30 p.m. and 5:00 p.m. three (3) times per week between Monday and Friday.

6. **STAFFING**

It shall be the responsibility of the Club to provide staff for its ticket sellers, ticket takers, security and ushers at the expense of the Club.

If it is determined by the City that additional security is necessary it shall be provided by the Club at the expense of the Club and shall be arranged between the City and the Club through the Community Centres and Marine Facilities Division of the City's Community Services Department.

If the league by-laws require that City Police Officers be available for security that shall be provided by the Club at the expense of the Club.

7. **RENT TO CITY**

**Ice Rental Rate**

The Club agrees to pay to the City rent for games at the normal hourly ice rental rate charged by the City for "organized hockey".

**Payment Terms for Practice Time**

With respect to the costs for practice time the Club agrees that the Club will pay for the cost for practice time as follows:

- First \$35,000.00 of gate receipts – no charge.
- Next \$5,000.00 of gate receipts – 10% to the City and 90% to the Club.

- Next \$5,000.00 of gate receipts – 15% to the City and 85% to the Club.
- Remaining gate receipts – 20% to the City and 80% to the Club.

#### **Payment Terms for Outstanding Debt, Ice Time, and Services**

The Club agrees to pay the City for the outstanding debt, game ice time used, and services (such as security and cashier services) as follows:

- The outstanding debt will be paid as follows:
  1. \$5,000 by August 31, 2007
  2. An additional \$10,000 by September 30, 2007
  3. The remaining outstanding balance to be paid in full by August 31, 2008.
- The Club agrees to remain current with regards to their 2007/08 ice rental fees. This means that they will pay their invoice, in full, within 30 days of receiving their invoice, as required by the City.
- In the event that the Club does not abide by the agreement with regards to the payment for its outstanding debt or for the payment of its current ice time, staff will report to Council for its consideration and possible termination of the program.

As the Club is a non-profit organization, their financial records shall be open for review by the City for the purpose of determining when the costs of the practice time is paid for by the revenues.

#### **8. ADVERTISING REVENUE**

The Club agrees to remit to the City 13.5% of any revenue derived from rink board advertising.

The Club shall retain all revenue derived from ticket sales and program sales as well as any revenue derived from the sale of souvenirs and novelty items.

9. **CONCESSION SALES**

The City shall retain all revenues derived from concession sales for Club events.

10. **EQUIPMENT AND DRESSING ROOMS**

The City shall provide to the Club a dressing room at the Steelback Centre during games. The John Rhodes Community Centre dressing room #5 shall be the responsibility of the Club to furnish and equip the dressing room at the expense of the Club. The Club shall also be granted a portion of the storage room at the John Rhodes Community Centre for the use of the Club.

It is understood and agreed that any and all equipment which the Club may store at the Steelback Centre/John Rhodes Community Centre shall be stored at the risk of the Club and the City shall not be responsible for any loss or damage to the equipment.

It is further agreed that the Club shall maintain any area provided the Club under this agreement in a neat and tidy condition and will be responsible for any maintenance or renovations not ordinarily provided by the City for other groups in the Steelback Centre/John Rhodes Community Centre.

11. **BROADCAST AND TELEVISION RIGHTS**

All radio and television broadcasting rights are the property of the Club.

12. **CHARITABLE ORGANIZATIONS OPERATING DRAWS**

The right of any organization to operate charitable fund raising draws during a Club game shall be at the sole discretion of the Club and shall be negotiated between the Club and the charitable organization in question.

13. **UNFORESEEN CAUSES**

The Club agrees that the City shall incur no liability to the Club for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

14. **INSURANCE AND LIABILITY**

- a) Both parties hereto covenant and agree to provide for the

protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense.

- b) The Club will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Steelback Centre and the John Rhodes Community Centre for the purpose of attending or participating in any event in respect of which the Club occupy the Steelback Centre or the John Rhodes Community Centre.
- c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the Club from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the Club from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the Club by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this agreement.

15. **TAXES**

The City shall pay over to the Club any money collected pursuant to the Goods & Services Tax and it shall be the responsibility of the Club to remit that money to the Federal Government.

Any realty taxes that may be assessed against the City as a result of the Club use of the Steelback Centre and John Rhodes Community Centre shall be paid by the Club.

16. **SMOKE FREE FACILITY**

The Club acknowledges that the Steelback Centre and the John Rhodes Community Centre are smoke-free facilities. It shall be the responsibility of the Club to assist the City in enforcing this by-law with respect to any employees or personnel associated with the Club.

**17. CANCELLATION**

The City reserves the right to cancel or reschedule any date and time allotted to the Club upon giving the Club reasonable notice. In the event that the Club has to cancel a game or practice, the Club is required to provide at least one week's notice to the City to allow the City to lease the facility to other interested groups. In the event that the Club fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this agreement will apply.

**18. APPLICATION OF LEGISLATION**

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this agreement.

**19. BINDING EFFECT**

It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and assigns that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

**20. ASSIGNMENT OF AGREEMENT**

The City and the Club covenant and agree that this agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Club shall be considered an assignment of this agreement.

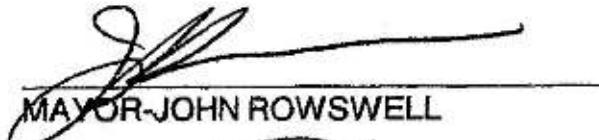
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6(2)(c)

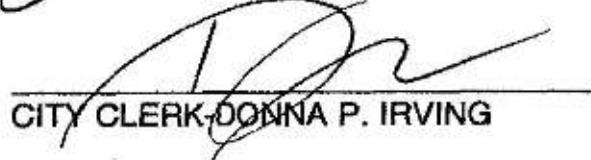
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**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands  
and seals as of the day and year first above written.

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

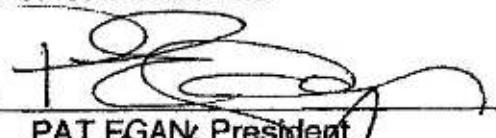


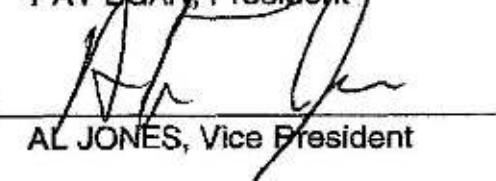
MAYOR-JOHN ROWSWELL



CITY CLERK-DONNA P. IRVING

SOO THUNDERBIRDS

Per:   
PAT EGAN, President

Per:   
AL JONES, Vice President

Agreements\Soo Thunderbirds Final 2007-08

(d3)(a)

Jerry D. Dolcetti, RPP  
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2008 09 08

Mayor John Rowswell  
Members of City Council

**Re: New Building Bylaw & Revised Permit Fees**

At the Council meeting of 2008 06 23, the following resolution was carried:

*Resolved that the report of the Chief Building Official dated 2008 06 23 concerning new Building By-law and Revised Permit Fees be accepted as information; and further resolved that the Building Industry and any interested public be invited to make written comment on the recommendations on or before July 31, 2008; and that the matter be put back on Council's agenda on August 18, 2008 (after due consideration of comments received) where Council will be asked to approve the following:*

- 1) amend the Building By-law to reflect the recent changes to the Building code Act; and
- 2) amend the Permit Fee structure to be based on a service index calculation method; and
- 3) proceed to advertise a new position of By-law Enforcement Officer.

As per Council's direction, Staff provided the report to the Building Industry Association, advertised on the City's website and placed an add in the Sault Star requesting comments by July 31, 2008.

Comments received from the above process noted the complexity of Schedule A, and in some cases, the impact of fees being reduced when compared to current fees. The SSM Construction Association indicated that additional time is needed for their members to become familiar with the process. In response, Staff believe that the proposed new fee structure is in line with the service being provided. City staff is more than willing to work with the industry in making the process more user friendly. As to the fee schedule, we find that the planned proposed structure when compared to 36 municipalities across Ontario, brings Sault Ste. Marie in line with other municipalities of our size.

Attached is a power point document that Staff will be presenting, addressing the justification of the planned changes, its' impact, and resulting actions.

6(3)(a)

**Recommendation:**

That Council approve the following:

- 1) To amend the Building By-law to reflect the recent changes to the Building Code Act;
- 2) To amend the Permit Fee Structure based on a service index calculation; and
- 3) Approve to proceed with the hiring of a By-law Enforcement Officer.

Respectfully Submitted by,



Jerry D. Dolcetti, RPP  
Commissioner  
Engineering & Planning Department

/bb  
Attach.



RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

F:\ENGINEERING DATA\COUNCIL\Golcetti\2008\New Building Bylaw & Revised Permit Fees - 2008 09 08.doc

**Schedule A**

2008 09 08

**This schedule A to By-Law No. 2008-125**

- Permit fee shall be based on the formula given below unless otherwise specified in the schedule.

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work

A= floor area in m<sup>2</sup> of work involved.

- A minimum fee of \$50.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

**Building Classification**

<b>A. New Construction</b>	<b>Service Index (SI)</b>
	\$ x 1m <sup>2</sup> unless otherwise indicated

**Group A – (assembly occupancies)**

School, churches-----	16.00
Restaurants-----	16.00
All other assembly-----	16.00

**Group B – (institutional occupancies)**

All types-----	16.00
----------------	-------

**Group C – (residential occupancies)**

Single Dwelling (SFD, townhouse, semi, duplex)-----	13.00
< 3 hour review time-----	11.00
All other multiple units-----	10.00
Hotels, motels -----	12.00

**Group D – (business & personal services occupancies)**

Offices, and all others-----	12.00
Offices and all others – shell only -----	9.00
Interior tenant finishing -----	2.50

**Group E – (mercantile occupancies)**

Retail store shell, department store, supermarkets, all-----	9.00
Other E occupancies-----	9.00
Interior tenant finishing -----	2.50

**Group F – (industries occupancies)**

Industrial building shell < 7500 2m-----	6.50
> 7500 2m-----	5.50
Interior tenant finishing-----	3.00
Parking garage-----	4.50
All other F occupancies-----	6.50

**B. Alteration and renovations**

Group A B D -----	3.50
Groups C E F -----	2.50

**C. Demolition**

Group C SFD -----	50.00 ff
All others -----	75.00 ff

**D. Designated structures OBC 2.1.2**

All structures-----	200 ff/structure
---------------------	------------------

**E. Stand alone and miscellaneous work**

Air supported structure-----	3.50
Balcony repairs-----	50 ff
Basement finishing-----	3.00
Basement new-----	300 ff
Canopy, carport-----	6.50
Commercial decks-----	2.00
Emergency lighting-----	50/storey
Equipment foundations-----	2.00
Fire alarms-----	50/storey
Farm buildings-----	3.00
Parking garage repairs-----	3.00
Pools, fencing-----	50.00 ff
Portable classrooms-----	100.00 ff ea
Residing, re-roofing residential-----	50.00 ff
other-----	0.50
Residential decks-----	75.00 ff
Residential attached garage-----	2.00
Residential detached garage <602m-----	100.00 ff
>602m-----	200.00 ff
Roof Structure-----	3.00
Sprinkler, standpipes-----	0.25
Tents < 225m <sup>2</sup> -----	50.00 ff
> 225m <sup>2</sup> -----	200.00 ff
Window replacement-----	2.50/window

6(3)(a)

**F. Stand alone Mechanical**

Group A,B,C,D,E,F new ductwork & units-----	50.00 ff + .75
Group C residential SFD-----	50.00 ff
New unit-----	50.00/unit
HVAC alterations-----	50.00 ff
Special mechanical system-----	200 ff
Plumbing & drainage-----	10/fixture
Sewer installation-----	50.00 ff

**G. Additional Charges**

Occupancy permit-----	10 ff/unit
Conditional permit-----	100 ff
Change of use permit-----	200 ff
Permit renewal/transfer-----	100 ff
Moving permit-----	50 ff
Re-inspection-----	50 ff each
Sign-----	50 ff each
Portable signs 2 years-----	60 ff
30 days-----	10 ff
Sign renewal-----	15 ff
Culvert as determined by Public Works & Transportation Dept.	
Curb or sidewalk depression-----	8.00 ff
 Certificate of zoning conformity-----	30.00/SFD
-----	60.00/other
File Inquiry-----	30.00/SFD
-----	60.00/others
Removal of work order-----	100 ff

**SCHEDULE "B"**

**This is Schedule "B" to By-law No. 2008-125 respecting  
List of Plans or Working Drawing to accompany applications for permits**

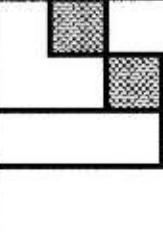
Unless otherwise noted, two sets of the following plans must be submitted

- 1) Site Plan
- 2) Floor Plans
- 3) Foundation Plans
- 4) Framing Plans
- 5) Roof Plans
- 6) Reflected Ceiling Plans
- 7) Sections and Details
- 8) Building Elevations
- 9) Electrical Drawings
- 10) Heating, Ventilation and Air Conditioning Drawings
- 11) Plumbing drawings
- 12) Fire Alarm and Sprinkler Plan.

**Note:** The Chief Building Official may specify that not all the above-mentioned plans be required to accompany an application for a permit.

**REFUNDS**

	<b>Percentage of Fees Eligible for Refund</b>
<b>1. Status of Permit Application</b>	
1) Application filed. Administrative functions only have been performed.	80%
2) Application filed. Administrative and zoning functions only have been performed.	70%
3) Application filed. Administrative, zoning and plan examination functions have been performed.	60%
4) Application filed. Permit issued, no field inspections have been performed subsequent to permit issuance.	50%
5) Additional deduction for each field inspection that had been performed.	10%
<b>2. Notwithstanding paragraph (1) above, no refund shall be made:</b>	
a) of an amount less than \$50.00, and	
b) after a six-month period from the date that a permit has been revoked.	



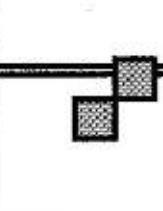
## Building Bylaw & Revised Permit Fees

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Building Division  
Engineering & Planning Department

Building Bylaw & Revised Permit Fees  
2006 09 08

1



## Purpose of Report



- To advise Council of changes brought about with the new 2006 Building Code and amended Building Code Act affecting the Building By-law and Fee structure.

Building Bylaw & Revised Permit Fees  
2006 09 08

2

## Building Bylaw Changes

- Delegation of Authority to the Chief Building Official to approve Conditional Permits;
- Objective-Based Solution provision;
- Construction fencing provision at construction sites;
- Fee Structure.

Building Bylaw & Revised Permit Fees  
2008 09 06

3

## Why the Changes

- Indicates true value of Project worth;
- Increases Staff's accountability;
- Bylaw procedural changes allow the municipality to better enforce the 2006 Building Code and amended Building Code Act;
- Improve public safety around construction sites;
- Code of Ethics for the Chief Building Official and enforcement staff, assists in dealing with any staffing complaints.

Building Bylaw & Revised Permit Fees  
2008 09 06

4

## Permit Fee Structure

- Fees are currently based on the value of construction project - \$10/\$1,000 of value;
- Procedurally, this is established by the Proponent / Contractor and verified by City Staff using 'Cost Tables';
- Proposed change is to use a "Service Index" per square meter of constructed area to calculate permit fees;

Building Bylaw & Revised Permit Fees  
2008 09 06

5

## Permit Fee Structure....cont'd.

- Example - Single Dwelling has a service index reference of \$13.00:

**New:**

$\$13 \times 167.22 \text{ sq.m (1,800 sq.ft.)} = \$2173.86$

Or less than 3 hours review time:

$\$11 \times 167.22 \text{ sq.m (1,800 sq.ft.)} = \$1839.42$

**Old:**

$\$10 / \$1,000 (\text{value } \$217,476) = \$2180.00$

Building Bylaw & Revised Permit Fees  
2008 09 06

6

## Permit Fee Structure....cont'd.

## ■ Example – Commercial Strip Plaza

**New**

$$1,198 \text{ m}^2 \times \$9/\text{m}^2 = \$1,072.20$$

**Old**

$$\$1,078,586 \times \$10/\$1,000 \text{ value} = \$1,078.50$$

Building Bylaw & Revised Permit Fees  
2008 09 08

7

## Permit Fee Structure....cont'd.

## ■ Example – 35 Unit Apartment Building

**New**

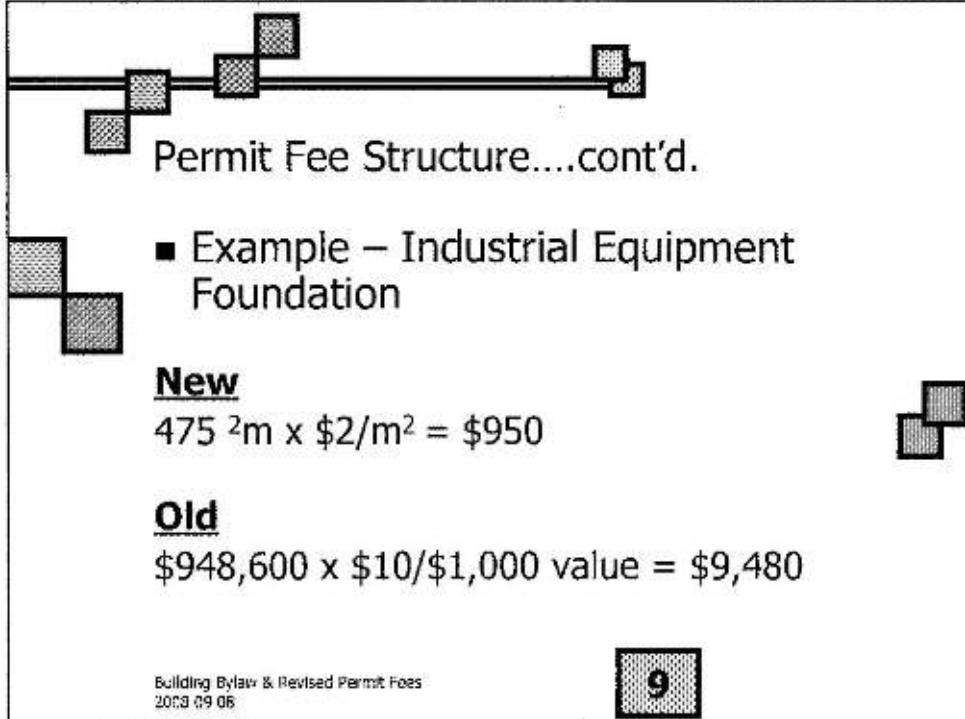
$$3,444.7 \text{ m}^2 \times \$10/\text{m}^2 = \$34,344$$

**Old**

$$\$3,201,704 \times \$10/\$1,000 \text{ value} = \$32,020$$

Building Bylaw & Revised Permit Fees  
2008 09 08

8



Permit Fee Structure....cont'd.

- Example – Industrial Equipment Foundation

**New**

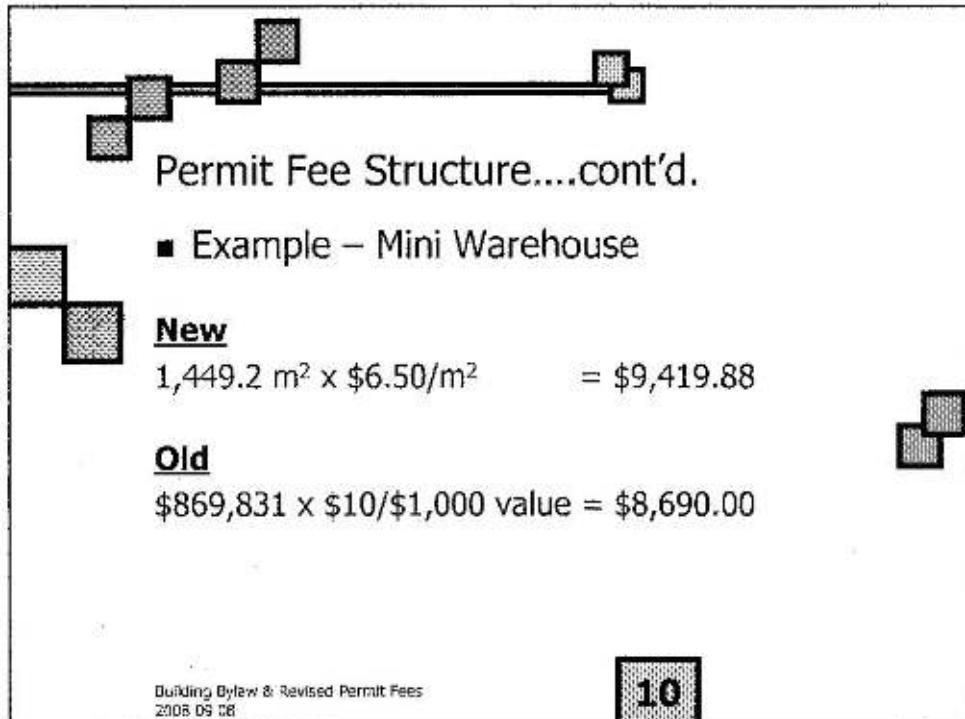
$$475 \text{ } ^2\text{m} \times \$2/\text{m}^2 = \$950$$

**Old**

$$\$948,600 \times \$10/\$1,000 \text{ value} = \$9,480$$

Building Bylaw & Revised Permit Fees  
2008 09 06

9



Permit Fee Structure....cont'd.

- Example – Mini Warehouse

**New**

$$1,449.2 \text{ m}^2 \times \$6.50/\text{m}^2 = \$9,419.88$$

**Old**

$$\$869,831 \times \$10/\$1,000 \text{ value} = \$8,690.00$$

Building Bylaw & Revised Permit Fees  
2008 09 06

10

## Use of Fees to Cover Costs of the Division

- Building Inspection;
- Plans Examination;
- Administrative Costs: Staffing, benefits, staff training, etc.;
- Rent / utilities for office;
- Establish a reserve to cover costs of aftercare in providing services (for larger projects) for several years (ie: new hospital).

Building Bylaw & Revised Permit Fees  
2008 09 08

11

## 2008 Budget Forecast

### Expenses:

- |                                    |           |
|------------------------------------|-----------|
| ■ Wages, Benefits, Admin.          | \$744,858 |
| ■ Building Code Act Enforcement    | \$556,996 |
| ■ Bylaw Enforcement                | \$187,588 |
| <br>                               |           |
| ■ Permit Revenue (avg. over 5 yrs) | \$686,828 |
| ■ Less Building Code Act Expense   | \$556,996 |
| ■ Estimated Permit Fee Surplus     | \$129,832 |

Building Bylaw & Revised Permit Fees  
2008 09 08

12

## New Hire Bylaw Enforcement Officer

- Revenue surplus from previous years and the fee surplus from 2008 would allow for this new position to be almost revenue neutral;
- Adding this position will enable the Building Division to provide a more comprehensive service to contractors / homeowners;
- Council has shown support in the hiring of this position.

Building Bylaw & Revised Permit Fees  
2008-09-08

b3

## Recommendations:

Council is asked to approve the following:

1. To amend the Building Bylaw to reflect the recent changes to the Building Code Act;
2. To amend the Permit Fee structure based on a service index calculation;
3. Approval to proceed with hiring of a Bylaw Enforcement Officer.

Building Bylaw & Revised Permit Fees  
2008-09-08

b4



2008 09 08

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:**

Mayor John Rowswell  
and Members of City Council

**SUBJECT:**

Application No. A-17-08-Z – filed by Fred & Sandra Gordon

**SUBJECT PROPERTY:**

Location – Located on the south side of Old Garden River Road, approximately 22m (72') east of its intersection with Case Road, civic no. 1425 Old Garden River Road

Size – Approximately 91.7m (301') frontage x 648m (2,125.9') depth; 6.88 ha (17 acres)

Present Use – Residential, hobby farm, and outdoor storage of landscaping stone with periodic loading

Owner – Fred & Sandra Gordon

**REQUEST:**

The applicants, Fred & Sandra Gordon, are requesting a Special Exception to permit in addition to the uses permitted under the Rural Area zoning, the outdoor storage of landscaping stone only.

**COMMENTS**

On August 18, 2008 City Council passed a resolution to defer the original application, to allow the applicants, and the easterly neighbours an opportunity to work out a compromise.

After considerable efforts, a suitable agreement on the location of the access road and the storage site cannot be reached.

The following proposals were discussed:

1. Keep the stone in its present front yard location
2. Move the access road to the west side of the property, and store the stone at least 150m south of Old Garden River Road
3. Alter the access road so that it runs down the middle of the property to the storage space approximately 150m back from Old Garden River Road

Mr. Novitski has indicated that his preference is to have the application denied, although he would accept having the access road moved to the western portion of Mr. Gordon's property, and the stone towards the rear of the subject property.

Mr. Gordon has indicated that while his preference is to proceed with the original request, he is willing to keep the stone in its present front yard location.

The applicants and the objecting neighbours to the east wish to proceed with the original request. Please see the original report and site plan attached.

Subsequent correspondence, which was sent to the applicants, the objectors, Councillor Hayes, and Councillor Mick, is also attached to this report.

#### **Planning Director's Recommendation (2008 08 18)**

That City Council approves the applicants request to rezone the subject property from RA (Rural Area) zone to RA.S (Rural Area) zone with a Special Exception to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following condition:

1. That the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line

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

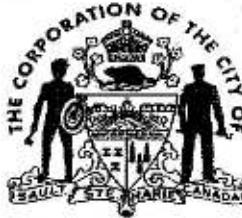
PT/pms

**PUBLIC HEARING – 2008 08 18, Council Chambers, Civic Centre**

(6)(a)

Jerry D. Dolcetti, RPP  
Commissioner

Donald B. McConnell, MCIP, RPP  
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368  
Fax: (705) 541-7165

2008 08 22

Memo To: Fred and Sandra Gordon, 1425 Old Garden River Rd., P6A 6JB  
Jeff and Shelly Novitski, novitski@shaw.ca  
Councillor Pat Mick, Ward Three, p.mick@cityssm.on.ca  
Councillor Bryan Hayes, Ward Three, b.hayes@cityssm.on.ca

From: Peter Tonazzo, B.URPI., Planner

Re: **Rezoning Application A-17-08-Z**  
**To Permit Storage of Landscaping Stone Only**

---

After considerable efforts, an agreement upon the location of the access road and the storage site cannot be reached.

The following proposals were discussed:

1. Keep the stone in its present front yard location
2. Move the access road to the west side of the property, and store the stone further than 150m back from Old Garden River Road
3. Alter the access road so that it runs down the middle of the property to the storage space approximately 150m back from Old Garden River Road

I have had phone conversations with Mr. Gordon and Mr. Novitski, and both have agreed to proceed to Council with the original request.

Mr. Novitski has indicated that his preference is to have the application denied, although he would accept having the access road moved to the western portion of Mr. Gordon's property, and the stone stored towards the rear of the property. Mr. Gordon has indicated that while his preference is to proceed with the original request, he is willing to keep the stone in its present front yard location.

Please contact me if I have misinterpreted, or misstated anything, or if you have any further questions or comments.

PT/pms

Data\APPL\ZONING\17-08-Z Memo.doc



2008 08 18

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:**

Mayor John Rowswell  
and Members of City Council

**SUBJECT:**

Application No. A-17-08-Z – filed by Fred & Sandra Gordon

**SUBJECT PROPERTY:**

Location – Located on the south side of Old Garden River Road, approximately 22m (72') east of its intersection with Case Road, civic no. 1425 Old Garden River Road

Size – Approximately 91.7m (301') frontage x 648m (2,125.9') depth; 6.88 ha (17 acres)

Present Use – Residential, hobby farm, and outdoor storage of landscaping stone with periodic loading

Owner – Fred & Sandra Gordon

**REQUEST:**

The applicants, Fred & Sandra Gordon, are requesting a Special Exception to permit in addition to the uses permitted under the Rural Area zoning, the outdoor storage of landscaping stone only.

**CONSULTATION:**

Engineering – No objections

Building Division – See attached letter

PUC Services Inc. – No objection

Fire Services – No objection

PW&T – No objections or comments

CSD – No concerns

EDC – No objections

Batchewana Band – No comments received

## PREVIOUS APPLICATIONS

There are no previous applications.

## Conformity with the Official Plan

The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan. The applicants are requesting a rezoning by way of a Special Exception to permit the outdoor storage of landscaping stone only. The main use of the property will remain rural residential, in conformity with the Rural Area Policies of the Official Plan. The storage of landscaping stone is similar to other rural area uses, including quarrying and aggregate removal and, as such, an Official Plan Amendment is not required.

## Comments

The applicants, Fred and Sandra Gordon are requesting a rezoning from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to the uses permitted in the Rural Area Zone.

According to the applicants, landscaping stones are dropped off at the site in the spring and stored for a local landscaping contractor to pick up and transport to a particular job site as needed. Given the size of the rocks, heavy equipment is required to load and unload the materials.

The subject property is large, with approximately 92m (301') of frontage x 648m (2126') of depth; 6.88ha (17acres). Referring to the site plan attached, the applicants are proposing to locate the storage area in the middle of the lot, approximately 150m back from Old Garden River Road. Access to the proposed storage area will be gained by an existing driveway near the eastern lot line of the subject property.

Referring to the pictures attached, the landscaping stone is presently stored within the northeast portion of the property, in full site of the roadway. The applicants have noted that this was done at the request of the abutting neighbour to the east, in an attempt to minimize noise impacts.

Correspondence from the Building Division attached to this Report notes that this rezoning application is the result of a complaint. The letter also indicates that some time ago there was a complaint of a dog kennel on the subject property. It is however important to note that under the current Rural Area zone provisions, a dog kennel is a permitted use.

Attached is a petition submitted by the applicants. Up until the drafting of this report, Planning Division has also received a total of nine calls from area residents offering support for this application. The civic addresses of those that contacted Planning are listed below:

1. 1379 Old Garden River Road
2. 1387 Old Garden River Road
3. 1389 Old Garden River Road
4. 1453 Old Garden River Road
5. 1458 Old Garden River Road
6. 1474 Old Garden River Road
7. 1533 Old Garden River Road
8. 301 Case Road
9. 80 Case Road

A letter of objection from the abutting neighbour to the east of the subject property is also attached to this Report. The letter outlines a number of concerns primarily related to noise impacts resulting from the use.

Uses permitted within the Rural Area include agriculture, dog kennels, recreational facilities and campgrounds, which also have the potential to generate noise impacts. Based upon the site plan attached, the applicants are proposing to locate the storage area behind the home and ponds located on the property, approximately 150m (492') south of roadway, and roughly 75m (246') away from the abutting residence to the east. The applicants have also noted that they are willing to move the proposed storage area further back, if additional setbacks are required.

Based on a number of site visits throughout the summer, the applicants maintain a neat operation. The proposed outdoor storage of landscaping stone is not inconsistent with operations normally found in a rural area. The noise generated from the use is not inconsistent with noise that might be generated from a number of uses permitted under the existing Rural Area zoning. Staff has been advised by the Applicant that the delivery and removal of landscaping stone occurs no more than three times per week, within regular business hours. While the stone is presently located in the front yard, once it is moved into the rear yard the storage area will not be visible from the street, and reasonably screened from abutting neighbours.

#### **Planning Director's Recommendation**

That City Council approves the applicants request to rezone the subject property from Rural Area (RA) zone to Rural Area with a Special Exception (RA.S) zone to permit the outdoor storage of landscaping stone only, in addition to those uses permitted in the Rural Area zone, subject to the following condition:

6(6)(a)

1. That the outdoor storage area be located in the rear yard, with a minimum setback of 150m from the front lot line, and a minimum 40m setback from the east side lot line

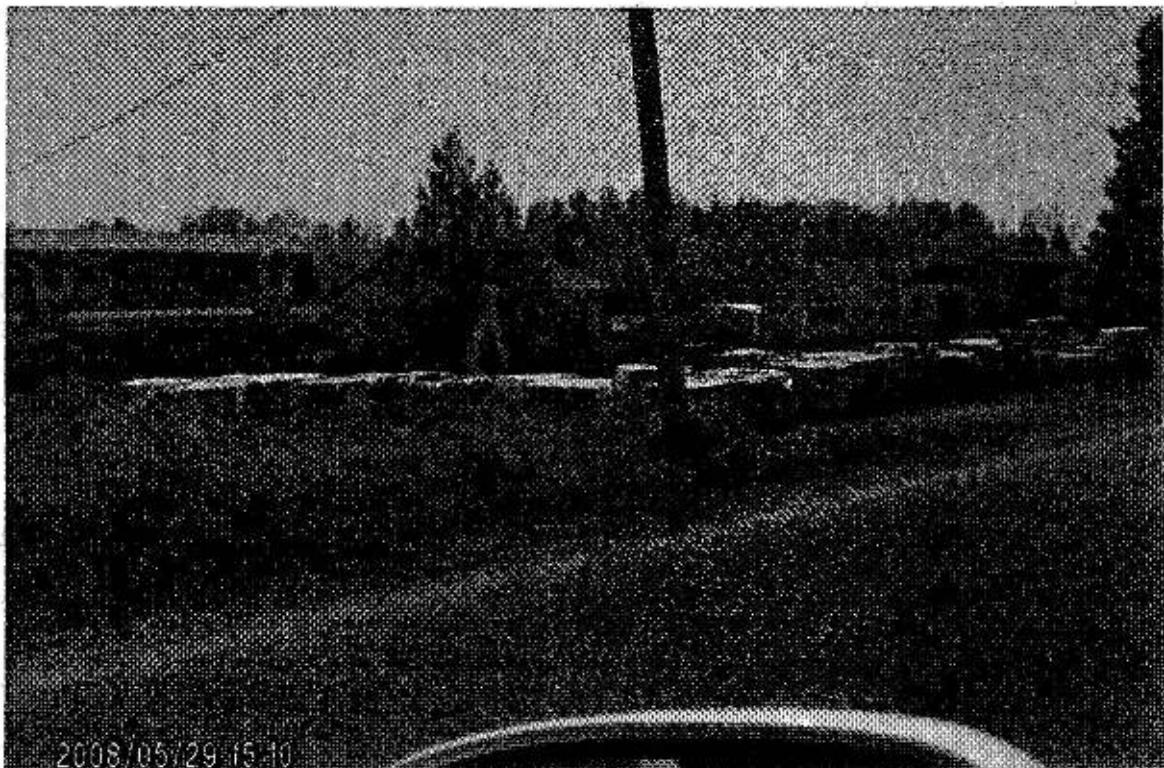
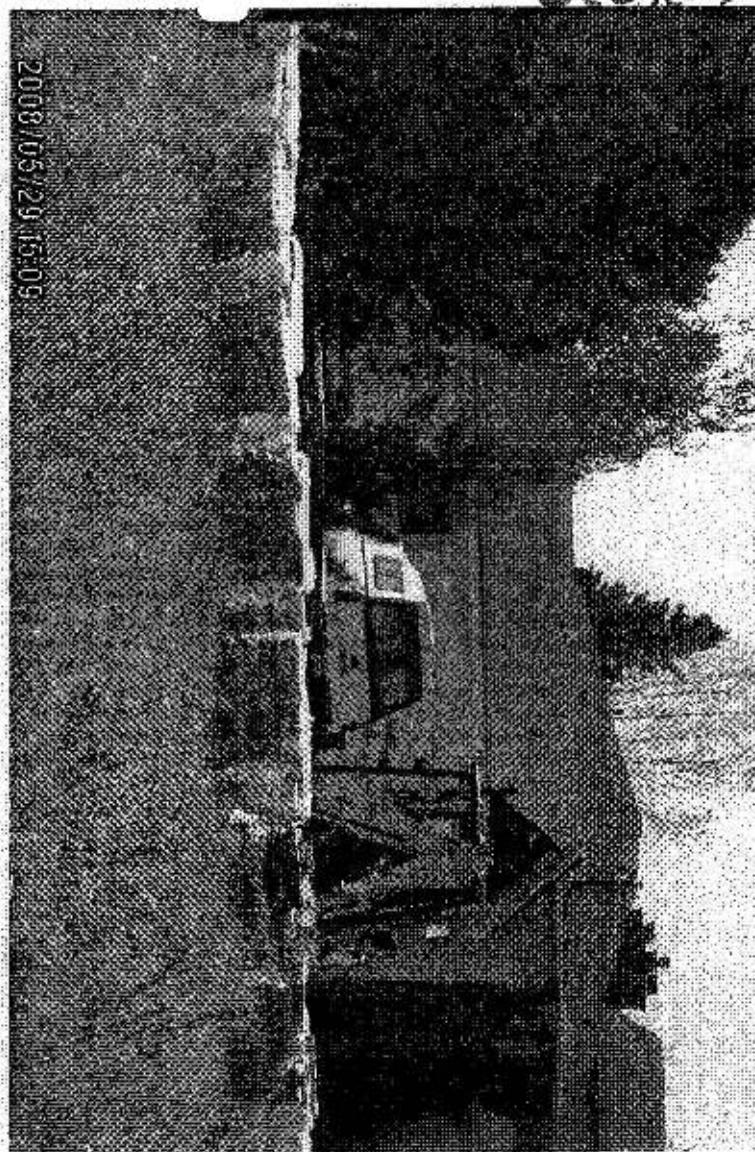
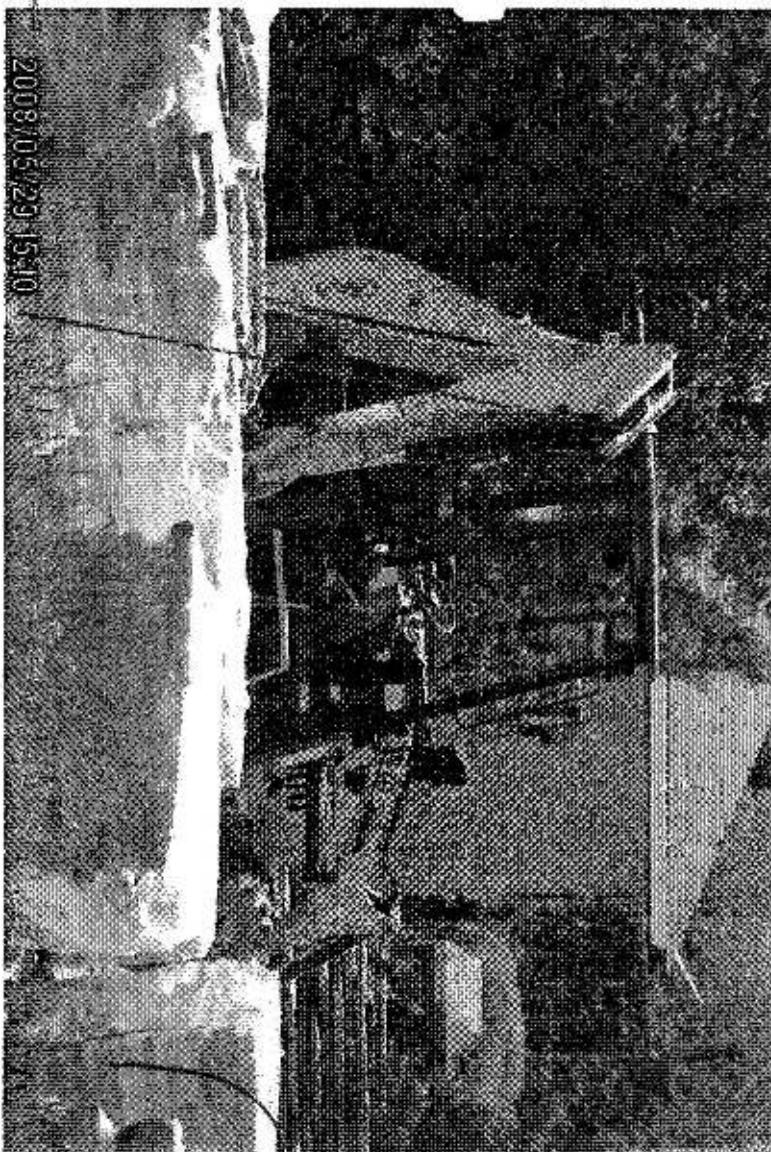
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**PUBLIC HEARING** – 2008 08 18, Council Chambers, Civic Centre

b(6)(a)



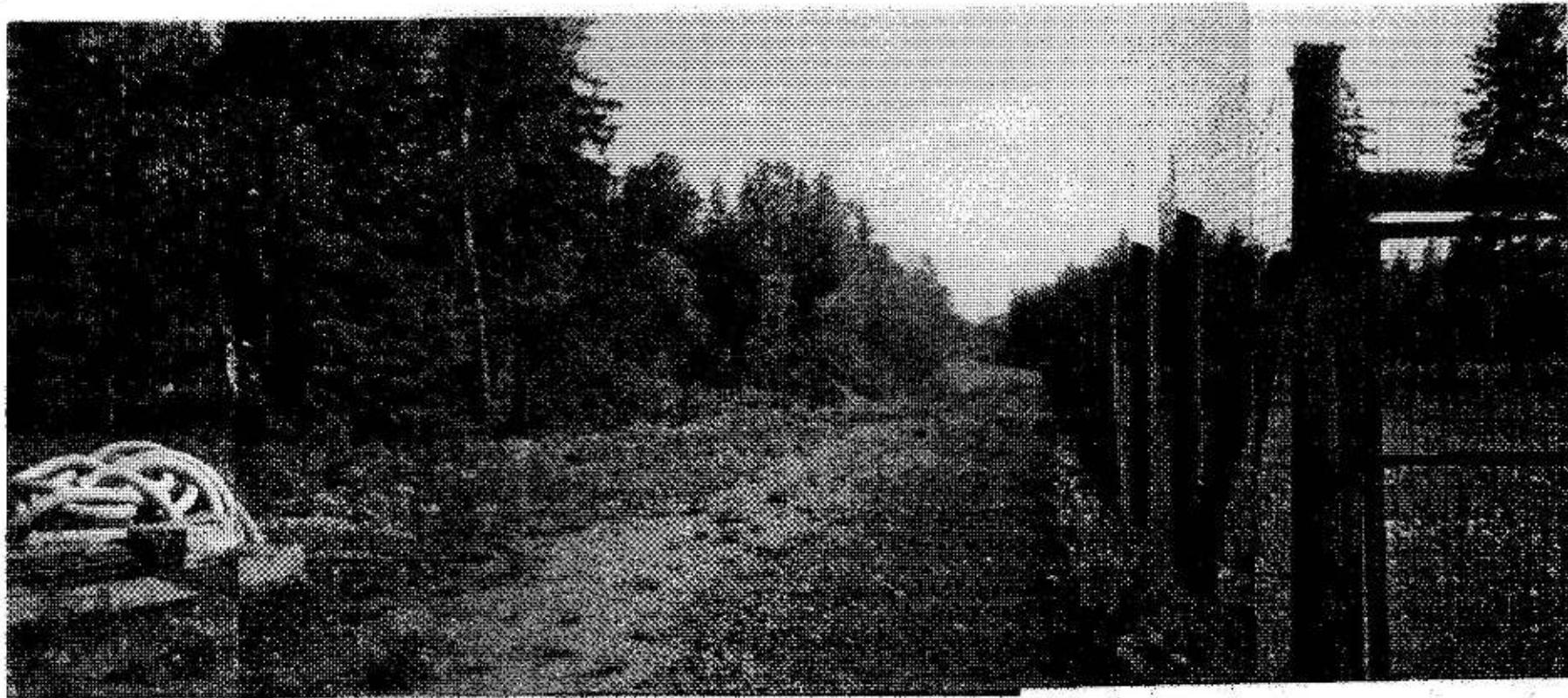
6(6)(a)



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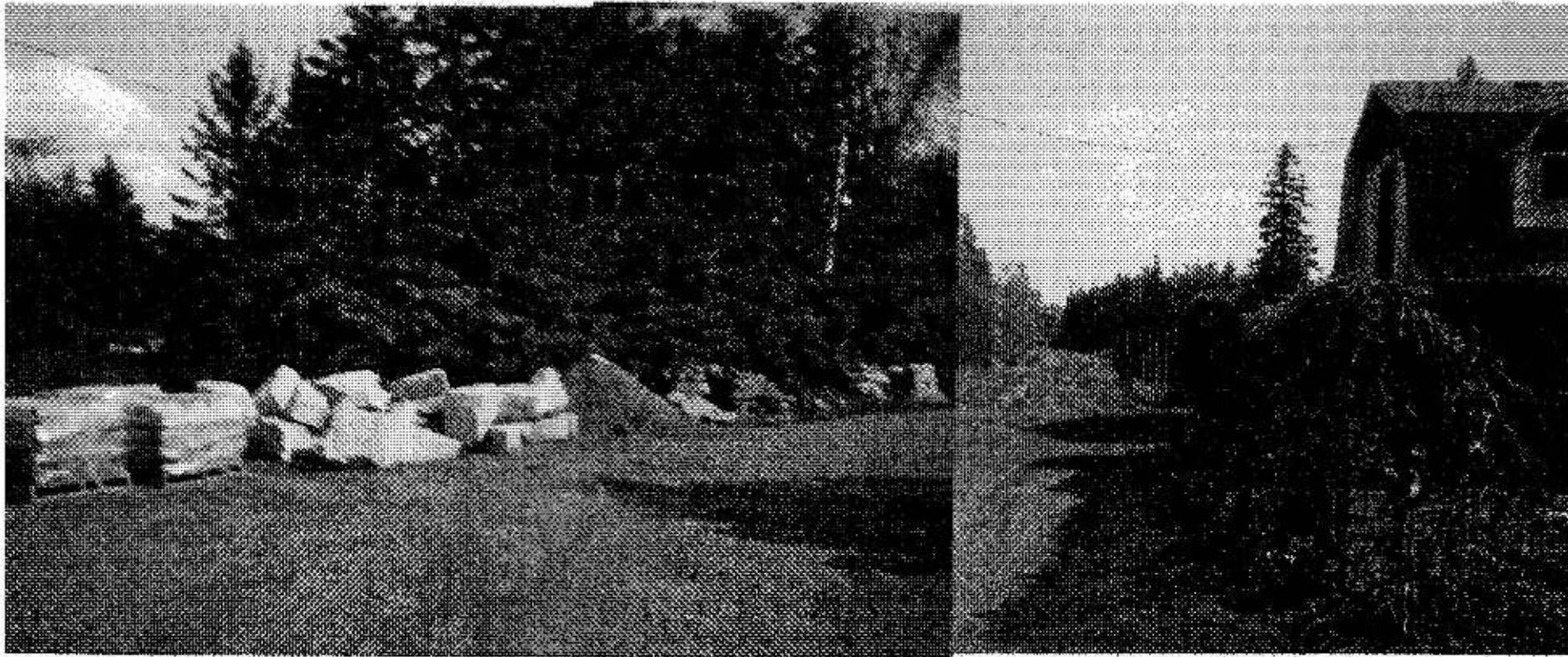
6(b)(a)



View of roadway on East Side of Gordon Property

6(b)(a)

(d)(6)(A)



Views of roadway on East Side of Gordon Property

(d)(6)(A)

June / 2008

(6)(b)(c)

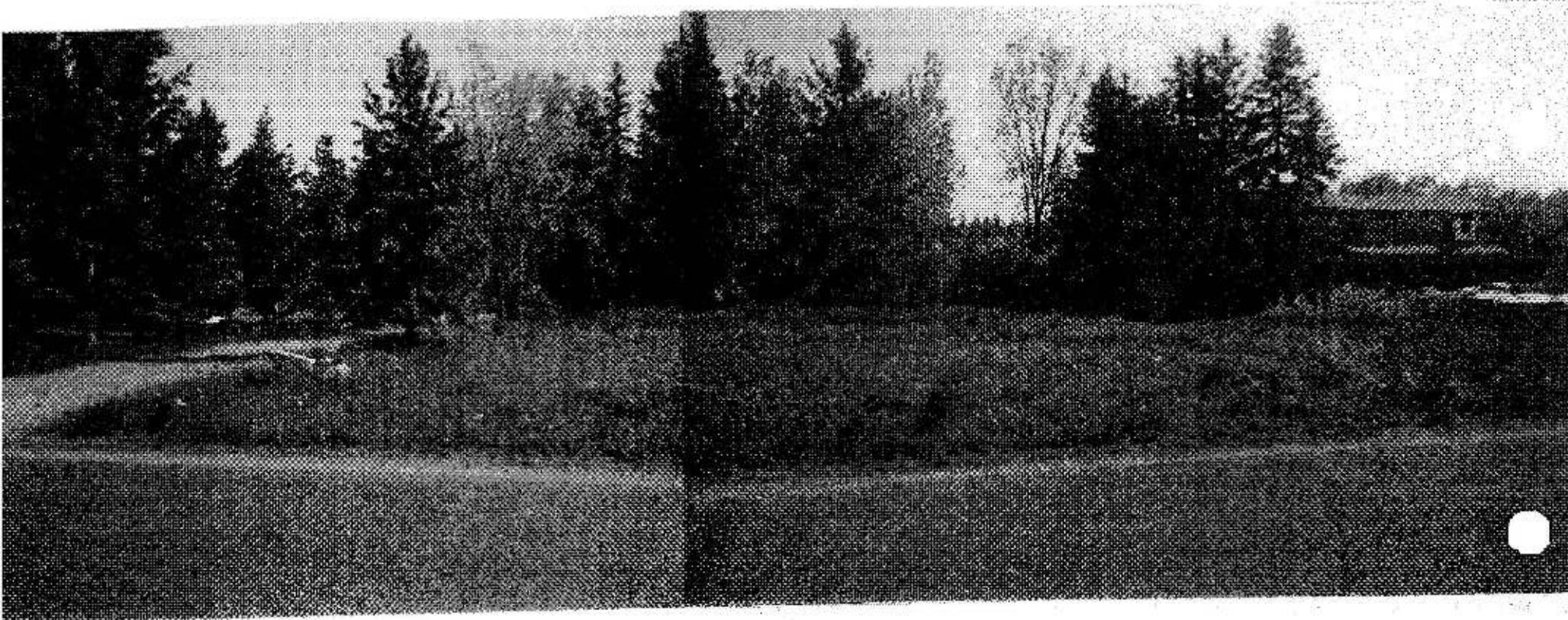


East View to Novitski and Daehn  
Properties

(6)(b)(a)

Tuna / 2008

6(6)(c)



Driveway and Front Yard of Jeff and Shelley Novitski

6(6)(a)

6(6)(a)

**Great Lakes Power**

Great Lakes Power  
Great Lakes Power Limited  
2 Sackville Road  
Sault Ste. Marie, Ontario P6B 5J6

Tel +1 (705) 759-7800  
Fax +1 (705) 759-2218  
[www.glp.ca](http://www.glp.ca)

August 12, 2008

D.P. Irving, City Clerk  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

**Re:** Application No. A-17-08-Z  
**Subject Property:** 1425 Old Garden River Rd owned by Fred & Sandra Gordon

We have reviewed the subject property in relation to our right of way (ROW) which consists of two 230,000 volt lines that cross the southern part of the subject property.

Great Lakes Power has no issues with the subject property being used for the outdoor storage of landscaping stone.

Our biggest concern is that the lane/trail/road on the east edge of the property from Old Garden River Road to the GLP ROW be left open or accessible for our heavy equipment to reach the lines.

This lane is the only access to our ROW, and Fred & Sandra Gordon have always been very gracious in allowing GLP access.

Each time we use this lane, we get complaints from the neighbour to the east who try to block, erect barriers or interfere with this access. If possible we request that our name (Great Lakes Power Limited and their contractors) be added to this zoning application to allow us access to our ROW.

If you have any questions, please contact Bernard Mobach, Transmission Tech at extension 553 or e-mail: [bmobach@glp.ca](mailto:bmobach@glp.ca)

Yours truly,

  
Gary Gazankas, Transmission Planner  
Great Lakes Power

**Don McConnell**

---

**From:** Don McConnell  
**Sent:** June 28, 2008 9:16 AM  
**To:** Peter Tonazzo  
**Subject:** FW: Opposition to Application for rezoning of civic # 1425 Old Garden River Road  
**Importance:** High

---

**From:** Jeff or Shelley Novitski [mailto:[novitski@shaw.ca](mailto:novitski@shaw.ca)]  
**Sent:** June 19, 2008 10:28 PM  
**To:** Don McConnell; Bryan Hayes; Pat Mick  
**Subject:** Opposition to Application for rezoning of civic # 1425 Old Garden River Road  
**Importance:** High

June 18, 2008

Mr. McConnell,

***Re: application to rezone 1425 Old Garden River Road for use as a landscaping business and stockyard.***

This is the letter you requested in response to our discussion last week regarding my neighbour Mr. Gordon's application to rezone his property to allow for its use as a landscaping business. As I intend to forward copies of this letter to my councillors I will give a brief summary of the situation.

I built my home in 2004 at 1451 Old Garden River Rd. In the fall of 2005 my neighbour Fred Gordon at civic # 1425 decided to assist a friend of his who operates the Garden of Eden Landscaping business by allowing the owner to buy product like gravel and stone in large quantities and store it on his property. Initially he started to store the product on the west side of his property, but within a week the neighbour on that side expressed his intention to file a complaint and the items were then moved to my side. Behind Mr. Gordon's home are three large ponds, so in order to move the product to the rear of his property, it needs to travel on an access road along our property line which is a mere twenty feet from my home.

The owner of the Garden of Eden uses a large boom truck and a pickup truck as well as a payloader. In addition to deliveries by dump trucks and transports, the use of these vehicles at all hours causes a great deal of noise. I spent a great deal of money to build my home 400 feet back from the roadway in order to maximize my privacy and remove myself from as much road and neighbour disturbance as possible. The area where the current the activity is taking place is directly beside my home and backyard. After I spoke with my neighbour he agreed to have the owner move the activity and stone up to the front of the property. This was done slowly but in the process he began to dump garbage and broken stone and pallets along our property line. He agreed to get rid of the garbage, but it is still in the same spot today. The move to the front of the property alleviated the traffic beside the house, but did little to curb the noise caused by the boom truck and its chains, the beeping of the reversing equipment, the crashing of stone and boulders onto the flatbed of the boom truck as well as the workers attempting to communicate over top of the vehicles. I work shift work and am often sleeping during the day after nights or trying to nap preparing for a night shift when most of this activity is going

on. In addition, the area, as you acknowledged when we spoke last week, is very unattractive with at least one hundred pallets of building material spread out along the roadway and the western edge of our property. Further, my wife obtained a verbal agreement from Mr Gordon in the spring of 2007 to have the landscaper move his materials off of our property line so that we could construct a fence in an attempt to cut some of the noise. This material was never moved, and we had to cancel plans to build the fence.

The first problem I have with the rezoning application is that this is not my neighbour's landscaping business. He has no association to the Garden of Eden other than trying to help a friend save some money. It would be one thing to request to have his property rezoned for his own use, but I find it unfair to affect the enjoyment of my property to assist someone who does not live in the area.

It seems the last three years my wife and I are the only ones not able to enjoy the peace and quiet that this area provides. Allowing the business to operate either at the rear or front of the Gordon property causes excessive noise and an inability to enjoy our home. In addition, the manner in which this scenario has unfolded has lead us to consider trying to sell our home.

We have been advised that a sale for market value will be seriously compromised by the fact that a landscaping business operates within twenty feet of our previously very shielded and private home. As you can tell, we are very much opposed to the rezoning of the adjoining property for business use by a non-resident. We have seen our dream home turn into a nightmare over the course of three years.

Thank you for your time last week. It was much appreciated.

Jeff Novitski  
1451 Old Garden River Road

254-2460 home  
949-6300 work

cc: Councillor Bryan Hayes  
Councillor Pat Mick

6(b)(a)

June 9<sup>th</sup>, 2008

To whom it may concern;

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River Road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME

ADDRESS

SIGNATURE

Ed Nowiec

1292 Old Garden River Rd.

Nancy Holmes.

1292 Old Garden River Rd.

BETTY MOERMAN

80 CASE RD

ART Moerman

80 CASE RD

LYNNE UHRYN

48 CASE RD

Rev UHRYN

48 CASE RD

MARY Scott

1357 Old Garden River Rd

MARIA Scott

1357 Old Garden River Rd

JIM COURT

1492 Old Garden River Rd

TOMMY KARASH

1357 Old Garden River Rd

KENNETH A Scott

1357 Old GARDEN RIVER

JIM COURT

1492 old goose Rd

(b)(6)(a)

June 9<sup>th</sup>, 2008

To whom it may concern:

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME	ADDRESS	SIGNATURE
<u>Peggy Webb</u>	<u>1387 Old Garden River Rd</u>	<u>Peggy Webb</u>
<u>Bill Webb</u>	<u>1387 OLD GARDEN RIVER RD</u>	<u>Bill Webb</u>
<u>Paul Daehn</u>	<u>1453 Old Garden R.Rd.</u>	<u>P. Daehn</u>
<u>GABE GIULIETTI</u>	<u>1458 Old Garden River Rd.</u>	<u>Gabe Giulietti</u>
<u>Sarah Creedon</u>	<u>1375 Old Garden River Rd</u>	<u>Sarah Creedon</u>
<u>Michael Creedon</u>	<u>1375 Old Garden River Rd</u>	<u>Michael Creedon</u>
<u>AUDREY French</u>	<u>1379 old garden r.e.</u>	<u>Audrey Bouchard</u>
<u>Michel French</u>	<u>1379 old garden River Rd</u>	<u>Michel French</u>
<u>DON PALMER</u>	<u>1285 OLD GARDEN R.R.</u>	<u>Don Palmer</u>
<u>Wayne M-Dermid</u>	<u>1299 Old Garden River Rd</u>	<u>Wayne M-Dermid</u>

6(6)(a)

June 9<sup>th</sup>, 2008

To whom it may concern;

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME	ADDRESS	SIGNATURE
Linda McDearmid	1299 Old Garden River Rd	Linda McDearmid
BILL BOOTH	1533 OLD GARDEN RIVER Rd.	Bill Booth
Natalie Giulietti	1458 Old Garden River Rd.	Natalie Giulietti
JOEL Muncaster	1369 Old Garden River Rd.	Joel Muncaster
GAIL Quinton	26 Cuse Rd. ssm	Gail Quinton
Douglas Quinton	26 Cuse Rd. ssm	Douglas Quinton
DAVE THOMAS	1474 OLD GARDEN R.R.D.	Dave Thomas
Linda Thomas	1474 OLD Garden River Rd.	Linda Thomas
Chris McGrath	1494 Old Garden River Rd.	Chris McGrath
Kelina McGrath	1494 Old Garden River Rd.	Kelina McGrath
Denise Booth	1533 OLD GARDEN RD	Denise Booth

66(a)

June 9<sup>th</sup>, 2008

To whom it may concern;

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River Road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME	ADDRESS	SIGNATURE
MARIA TREMBLAY	301 CASE ROAD	MR Tremblay
Scarfone	231 Case Road	Mr Scarfone
LINDA SCARFONE	275 CASE RD	Linda Scarfone
PETER SCARFONE	275 CASE RD	Peter E Scarfone
Jane Scarfone	231 Case Rd	Jane Scarfone
RICHARD TREMBLAY	301 CASE RD	Richard Tremblay

(6)(a)

June 9<sup>th</sup>, 2008

To whom it may concern;

We, the undersigned neighbours in proximity of Fred and Sandra Gordon of 1425 Old Garden River Road, Sault Ste. Marie, Ont., P6A 6J8, have no objections to the stone storage on this said property. It has been used for this purpose with no issues or complaints for approximately five years. We hereby support the above in maintaining this use.

NAME

ADDRESS

SIGNATURE

Juliette Speers

1492 Old Garden R.R.



Megan Speers

1492 Old Garden River Rd



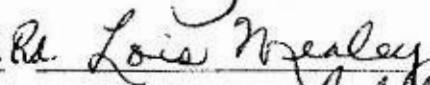
Andy Ilynnela

1364 Old Garden River Rd



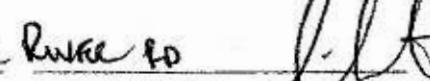
Lois Mealey

1245 Old Garden River Rd. Lois Mealey



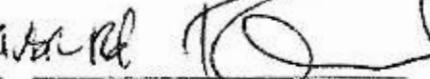
Matt Munroster

1321 Old Garden River Rd



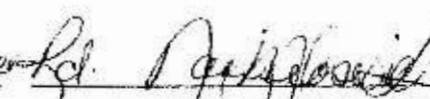
Par Moshavica

1298 Old Garden River Rd



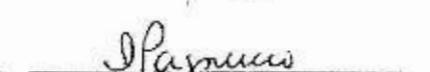
Angey N. Jilosevich

1298 Old Garden River Rd. Angey Jilosevich



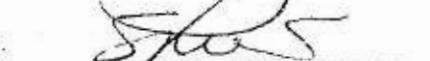
Irene Pagnucco

1310 Old Garden River Rd

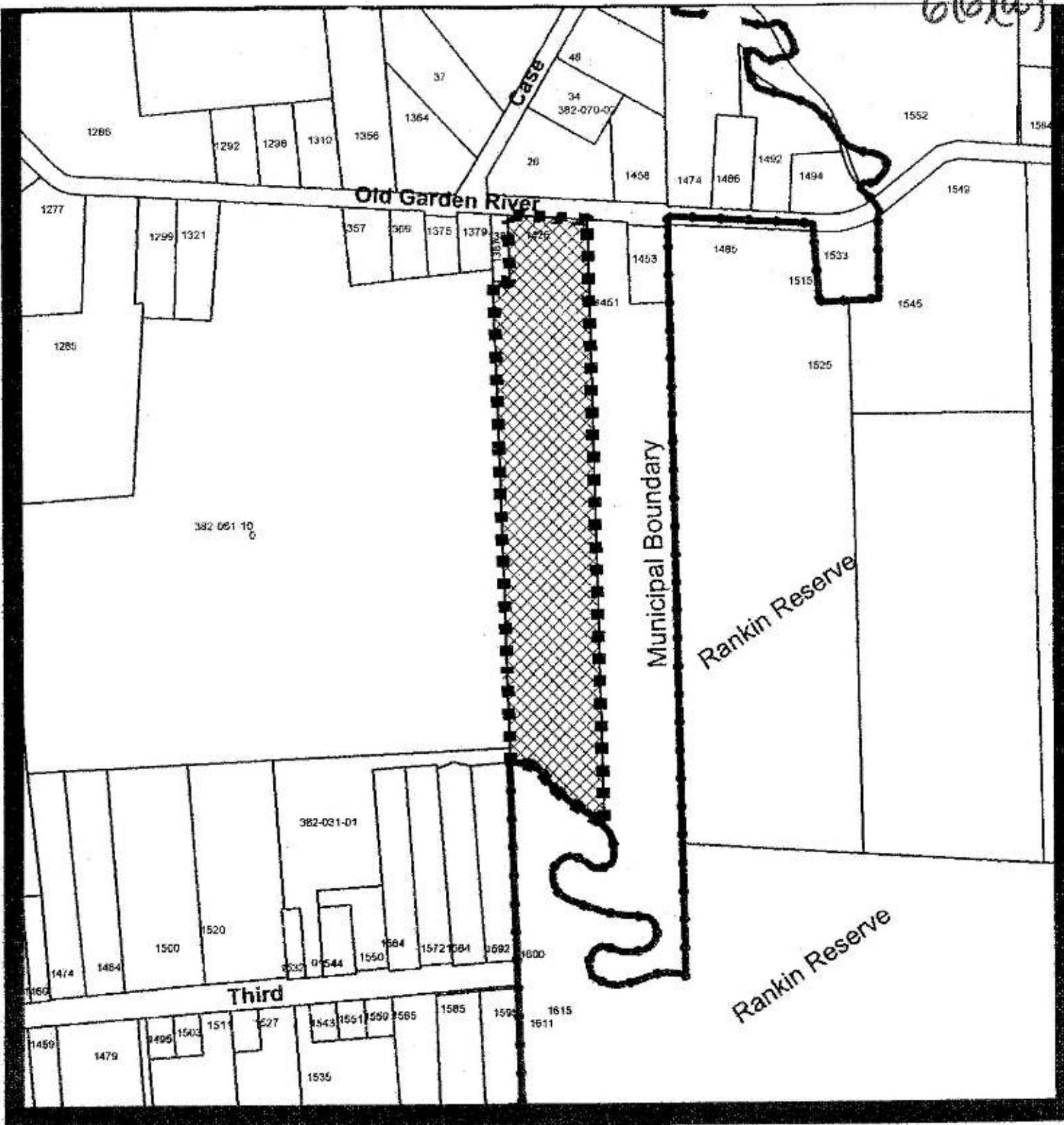


Sheila Garson

1286 Old Garden River Rd



(b)(6)



# SUBJECT PROPERTY MAP

## APPLICATION A-17-08-Z

### 1425 Old Garden River Road



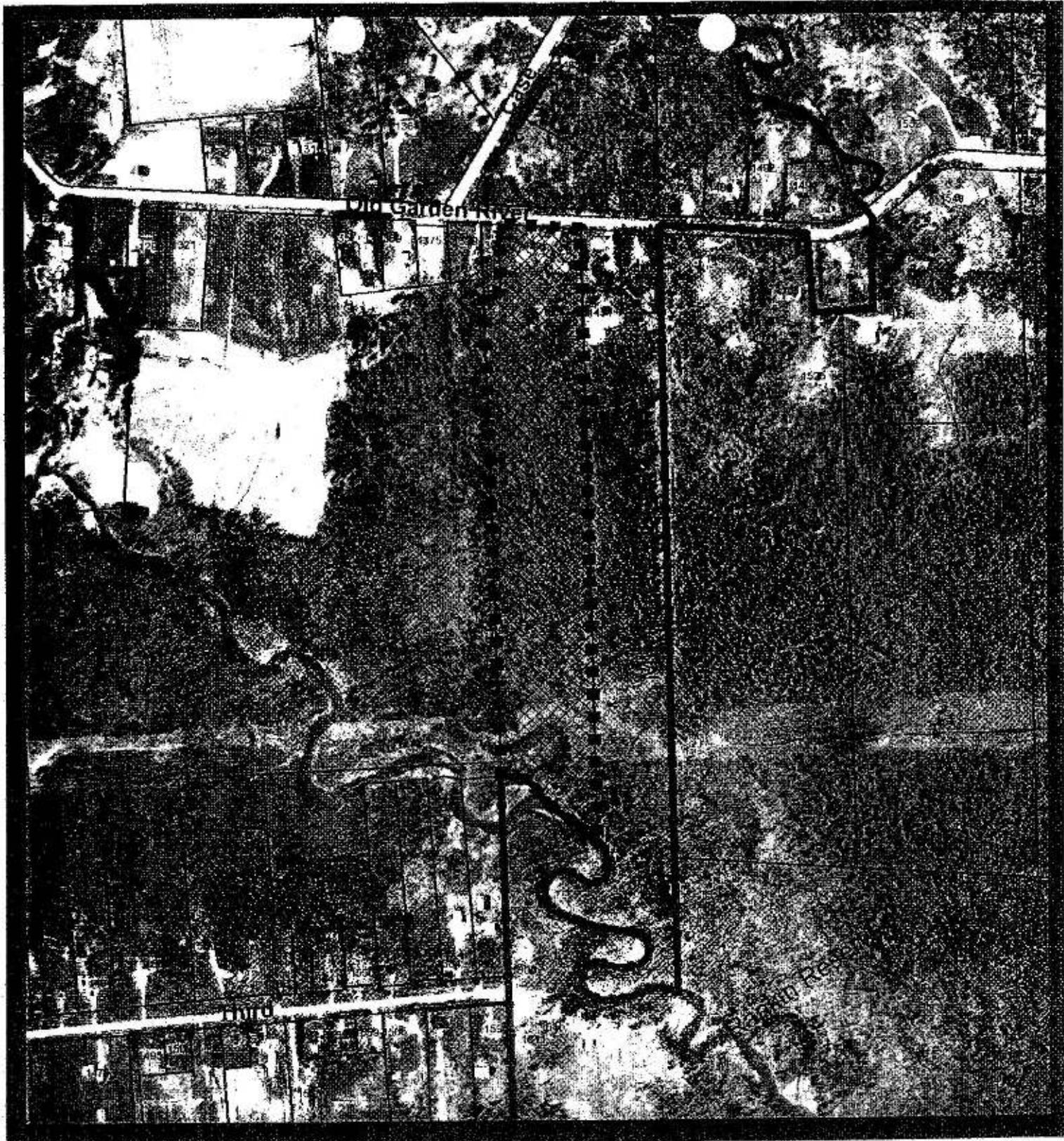
SUBJECT PROPERTY - 1425 Old Garden River Road

— MUNICIPAL BOUNDARY

Metric Scale  
1 : 6000



MAPS  
117, 131 & 1-131



**2004 ORTHO PHOTO  
APPLICATION A-17-08-Z  
1425 Old Garden River Road**



SUBJECT PROPERTY - 1425 Old Garden River Road

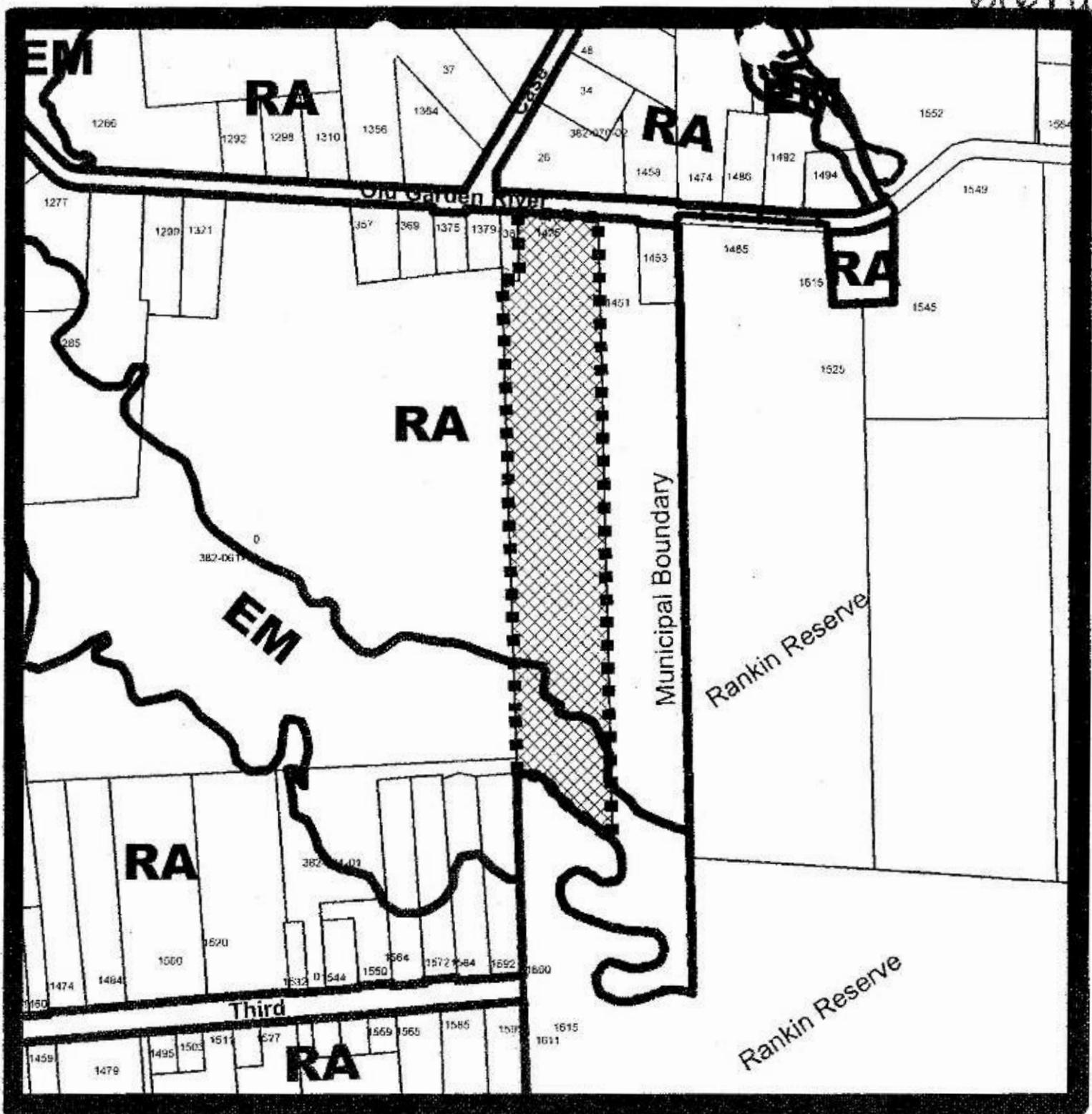


MUNICIPAL BOUNDARY

Metric Scale  
1 : 6000



MAPS  
117, 131 & 1-131



## EXISTING ZONING MAP

**1425 Old Garden River Road**



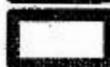
SUBJECT PROPERTY - 1425 Old Garden River Road



MUNICIPAL BOUNDARY

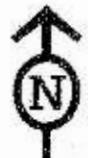


RA - Rural Area Zone; RAhp



EM - Environmental Management Zone

**APPLICATION A-17-08-Z**



Metric Scale

1 : 6000

MAPS

117, 131 & 1-131

6(6)(b)



2008 09 08

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

TO:

Mayor John Rowswell  
and Members of City Council

SUBJECT:

Application No. A-18-08-Z.OP – filed by Wal-Mart Canada Corp.

SUBJECT PROPERTY:

Location – Located on the east side of Great Northern Road, approximately 175m north of its intersection with Second Line East, civic no. 446 Great Northern Road

Size – Approximately 6.29 ha (15.54 acres) in size

Present Use – Wal-Mart Department Store

Owner – Wal-Mart Canada Corp.

REQUEST:

The applicant, Wal-Mart Canada Corp., is requesting an Official Plan Amendment and Rezoning to increase the maximum Gross Leaseable Area from 9,894 sq.m (106,500 sq. ft.) to 14,864 sq.m (160,000 sq. ft.) with a maximum of 4,181 sq.m (45,000 sq. ft.) devoted to the display, preparation and storage of food products

CONSULTATION:

Engineering – See attached memo

Building Division – See attached letter

Public Works & Trans. – See attached memo

Legal Department – No comment

Fire Services – No objection

PUC – No objections

CSD – No concerns

EDC – No objections

## PREVIOUS APPLICATIONS

In May 1999, City Council approved an application by First Professional Management Inc. to construct a maximum of 21,970 square metres (236,500 square feet) of retail space east of Great Northern Road and north of Second Line. The developers intended to construct a 106,500 square foot Wal-Mart, 100,000 square feet of other retail space and 30,000 square feet of service commercial space.

Five appeals were filed with the Ontario Municipal Board (OMB).

In September 2001, the OMB resolved this matter by issuing an Order to put into effect Minutes of Settlement that had been agreed to by all parties. This Order permitted a department store not to exceed 9,894 square meters (106,500 square feet) of which no more than 697 square meters (7,500 square feet) could be devoted to the sale and display of food products. Conditions concerning landscape buffers were also included.

The Minutes of Settlement also included a provision that no new applications for additional commercial development could be filed before June 30, 2006 and that Wal-Mart would not support any new commercial development on the abutting lands. This included a restriction on any proposed access between the Wal-Mart property and any abutting property.

### **Conformity with the Official Plan**

This property is designated Commercial in the Official Plan. Official Plan Amendment No.16 limits the use to a department store of not more than 9,894 square meters (106,500 square feet) in size with not more than 697 square meters (7,500 square feet) of food products. OPA No.16 also requires that landscape buffers be provided along the north and east lot lines to ensure compatibility with the adjacent residentially designated lands. Since OPA No.16 was approved, the lands to the north were redesignated to Commercial as part of the Home Depot approval.

The Commercial policies of the Official Plan require that applications to permit new commercial development of more than 4000 square meters (43,057 square feet) require a market study to assess the impact on existing facilities prior to approval. The applicants have provided a retail market study by Tate Economic Research Inc. which has been peer reviewed by Robin Dee and Associates. Both the study findings and peer reviewer's comments are discussed below.

Although the property is designated Commercial in the Official Plan, an amendment is required to change the conditions contained within OPA No.16 for this application to be approved.

## Introduction

Wal-Mart Canada Corp. has filed an application to expand the existing department store up to 4,970 square metres (53,500 square feet) to a maximum of 14,864 square metres (160,000 square feet). The majority of this space would be for grocery items bringing the total amount of space devoted to the display, preparation and storage of food products to 4,181 square metres (45,000 square feet). By comparison, the existing Rome's YIG is 72,700 square feet in size and the Zellers Plaza A&P is 41,000 square feet. The proposed Wal-Mart expansion is on the north side of the existing building toward Home Depot.

As part of their application, Wal-Mart has provided separate reports on the planning rationale for this expansion, retail impact, traffic and servicing. These issues are summarized and discussed below. Complete copies of the background reports are available from the planning offices.

On July 10, 2008 Wal-Mart held a neighbourhood meeting at the Water Tower Inn to present their proposal and to solicit any comments or concerns from the neighbourhood residents. Between 20 and 30 neighbours, Councillor Pat Mick and the City's Planning Director attended the meeting. Overall, the neighbours in attendance appeared to be satisfied with the proposed expansion.

## Retail Impact

Tate Economic Research Inc. (TER) has provided a retail market demand and impact analysis report for the proposed expansion. A copy of the executive summary is attached.

Mr. Tate's study includes a license plate survey conducted at various supermarkets within the city, an assessment of the city's market area, an inventory of competitive retail space, a consumer telephone survey, and population and expenditure forecasts. A projected market demand and impact analysis on existing facilities has been prepared based on the available information.

Mr. Tate concludes that "Based on the results of the market study, it is the professional opinion of Tate Economic Research Inc., that sales transfers resulting from the expansion of the Wal-Mart department store will not result in any closures and will not have an adverse impact on the planned function of established commercial areas within the City of Sault Ste. Marie. Specifically, the proposed Wal-Mart expansion will not have an adverse impact on the planned function of the Downtown, the retail commercial areas along Great Northern Road and Trunk Road and the neighbourhood commercial areas located within the City of Sault Ste. Marie."

As part of his report, Mr. Tate also notes that "there are eight supermarkets in Sault Ste. Marie, comprising approximately 304,300 square feet. It should be noted that seven of the eight supermarkets are controlled by two corporations (Loblaw's and Metro/A&P) thereby limiting the actual choice of items available to the residents of the study area. The expanded Wal-Mart store will introduce a new food store banner into the market."

Mr. Tate's report was peer reviewed by Robin Dee and Associates. Mr. Dee is an experienced retail market analyst and has assisted the City previously on both the original Wal-Mart and Home Depot applications. A copy of his comments (without the appendix) is attached.

Mr. Dee notes that "Only in the case of the A&P at the Zellers Plaza is the difference of some concern (referring to the difference between his findings and Mr. Tate's). At a base year sales performance level of only \$340 per square foot, this supermarket appears to be particularly vulnerable to any impacts that will flow directly from any significant increase in total supermarket space in Sault Ste. Marie."

Mr. Dee concludes that "At what level of reduced sales per square foot a store will be closed is a corporate decision requiring consideration of a number of factors aside from simply that magnitude of the reduction in sales and the duration of the impact. Should it be decided to close the A&P supermarket at the Zellers Plaza, clearly that would impair the planned function of that centre. From the standpoint of convenient access to supermarket services, residents in the surrounding neighbourhood on the west side of Great Northern Road would probably incur the greatest inconvenience with closure of the A&P supermarket in the Zellers Plaza. However, the neighbourhood at large, indeed the city as a whole, would benefit from the increased competition that the introduction of another player in the market in the form of the Wal-Mart supermarket would bring."

Mr. Dee continues that "It is to be noted that the severe negative impact on the A&P supermarket in the Zellers Plaza identified in our recast analysis is attributable to the combined impacts of the planned expansion of the Pino supermarket and the entry of the proposed Wal-Mart supermarket. The severity of the impact could be significantly reduced by staging the entries of the Pino's supermarket expansion and the Wal-Mart supermarket and retesting the market support for the second entrant after the market has had an opportunity to absorb the impact of the first entrant."

"Finally we know that the overall market is strong and an alternative to closure of the A&P supermarket in the Zellers Plaza that should not be overlooked and should be evaluated is a remodelling of this old and somewhat tired looking store to make the store more competitive."

The continuing viability of the A&P store in the Zellers Plaza is the only significant difference between Mr. Tate's report and Mr. Dee's review. In discussing this with Mr. Dee, he stressed that should the Zellers Plaza A&P store close, it may also put the viability of the Zellers store at risk. However this would not significantly affect the continuing function of the Great Northern Road area as a major retail centre in the community. He noted that the residents in this part of the community would still have shopping choices with the Rome's YIG in Cambrian Mall and the new food store in Wal-Mart. Mr. Dee also noted that the community as a whole would benefit from the increased competition that Wal-Mart would create.

#### Traffic

Wal-Mart retained iTRANS to assess the traffic operations and impact of the proposed expansion as part of the application. A copy of the iTRANS report executive summary is attached.

iTRANS concludes that "The existing road network is operating within capacity. The Great Northern Road/Second Line intersection is congested; however, there is capacity for the demand through the intersection." iTRANS notes that the extension of Pine Street to Second Line East will help to alleviate congestion on Great Northern Road.

iTRANS evaluated the need for traffic lights at the Wal-Mart/Second Line access. They concluded that with the expanded Wal-Mart store and the construction of the previously approved 5,200 square metres (56,000 square feet) of retail on the abutting property (the Green North development) traffic signals will be required by 2013. This matter was reviewed with Public Works and Transportation staff, and all parties agreed to take a wait and see approach. Traffic will be monitored on a regular basis and should traffic signals be warranted within the next five years, Wal-Mart will pay 100% of the installation costs and 50% thereafter.

The expanded Wal-Mart store will be providing parking in accordance with the City's By-law requirements.

As the proposed expansion will eliminate a driveway connection around the building, arrangements are being made with Home Depot to utilize a portion of their property to access the truck loading areas at the rear of the building.

Andre Riopel has submitted a proposal (attached) requesting that the developer construct a non-motorized path along the east border of their property between Velorution and Killarney Road. A response from Mike Bissett on behalf of Wal-Mart is also attached. In summary, Wal-Mart would prefer the walking and cycling routes to be in front of the building where public access is being provided. They have a safety concern if the public is being encouraged to use the loading areas behind the building.

## Municipal Services

Wal-Mart retained Stantec Consulting Ltd. to prepare a servicing report on the proposed expansion to the existing building.

Both the water supply and sanitary servicing will be extended from the existing building. Minor changes will be made to the storm water drainage system which will continue to utilize a storage pond on the southerly portion of the property. Engineering Division has suggested that it would be preferable to relocate an existing storm sewer rather than build over it while noting that Wal-Mart will be responsible for all maintenance on site.

Wal-Mart is dealing directly with the PUC for the provision of electrical services.

## Site Design

The existing building will be expanded on the north side and the exterior refurbished as shown on the attached site plan and elevation. Larger copies of both drawings will be available for City Council's meeting.

Aside from the building expansion, the most noticeable change will be improvements to the amount of landscaping on site. The existing 26m (85 foot) buffer area along the easterly lot line will be maintained. Additional landscaping will be provided along the north, west and southerly lot lines, as well as the Great Northern Road entrance driveway. An improved bus waiting area will be created.

The existing zoning requires a 7.5m (25 foot) landscaped buffer along the north lot line. This requirement was put into effect prior to the Home Depot development on the abutting property and should be repealed given that both properties are now zoned C4 (General Commercial).

The proposed expansion complies with all other zoning requirements.

## Summary

Wal-Mart Canada Corp. has filed an application to expand the existing department store by up to 4,970 square metres (53,500 square feet) to a maximum of 14,864 square metres (160,000 square feet). The majority of this space would be for grocery items bringing the total amount of space devoted to the display, preparation and storage of food products to 4,181 square metres (45,000 square feet). The proposed expansion is on the north side of the existing building toward Home Depot.

The approval of this development may place the A&P store in the Zellers Plaza at risk of closure, which in turn may place the Zellers store at risk of closure.

However closure of either or both stores would not significantly affect the continuing function of the Great Northern Road area as a major retail centre in the community. It should be noted that all parties agree that the community as a whole would benefit from the increased competition that Wal-Mart would create as a new food store competitor in Sault Ste. Marie.

The Downtown Association has provided a letter attached and do not object to this application. A letter of support from Shindico Realty is also attached.

All issues relating to traffic and servicing have been adequately addressed. The proposed expansion will see a significant improvement in the landscaping and will maintain the existing extensive buffer area along the east lot line.

Overall, this development should have minimal impact on the surrounding area and is recommended for approval.

#### **Planning Director's Recommendation**

That City Council approve the request to amend the Official Plan and Zoning By-law to permit the expansion of the existing Wal-Mart store subject to the following conditions:

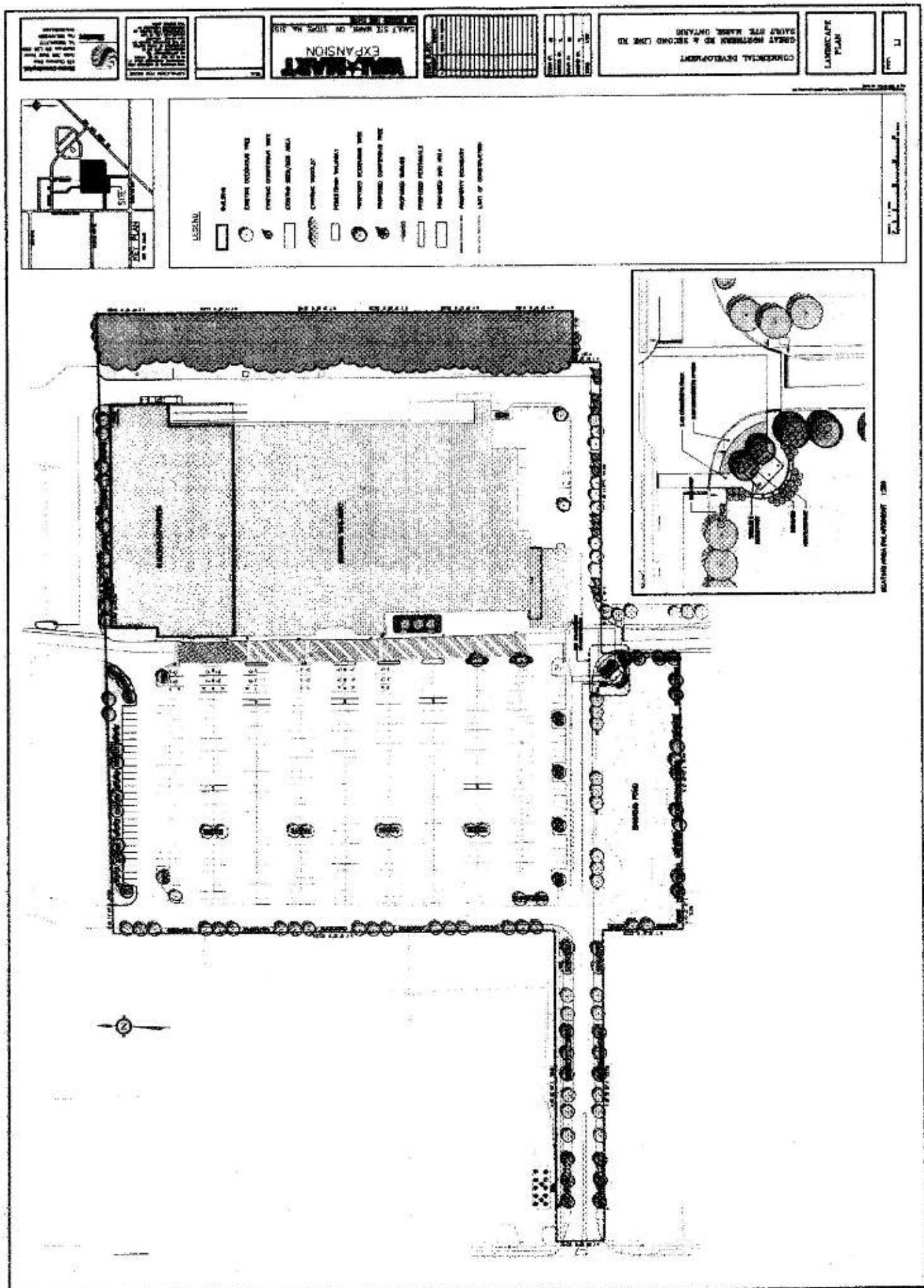
1. Repeal Official Plan Amendment No. 16 and approve Official Plan Amendment No. 153 to permit/increase in the total building size to a maximum of 14,864 square metres (160,000 square feet) with a maximum of 4,181 square metres (45,000 square feet) devoted to the display, preparation and storage of food products.
2. Amend Special Exception 249 to the Zoning By-law to increase the maximum building size from 9,894 square metres (106,500 square feet) to 14,864 square metres (160,000 square feet) with the maximum amount of space devoted to the display, preparation and storage of food products increased from 697 square metres (7,500 square feet) to 4,181 square metres (45,000 square feet). The requirements for a 7.5m (25 foot) buffer along the north lot line and that the existing department store shall not open prior to January 30, 2003 will also be deleted.

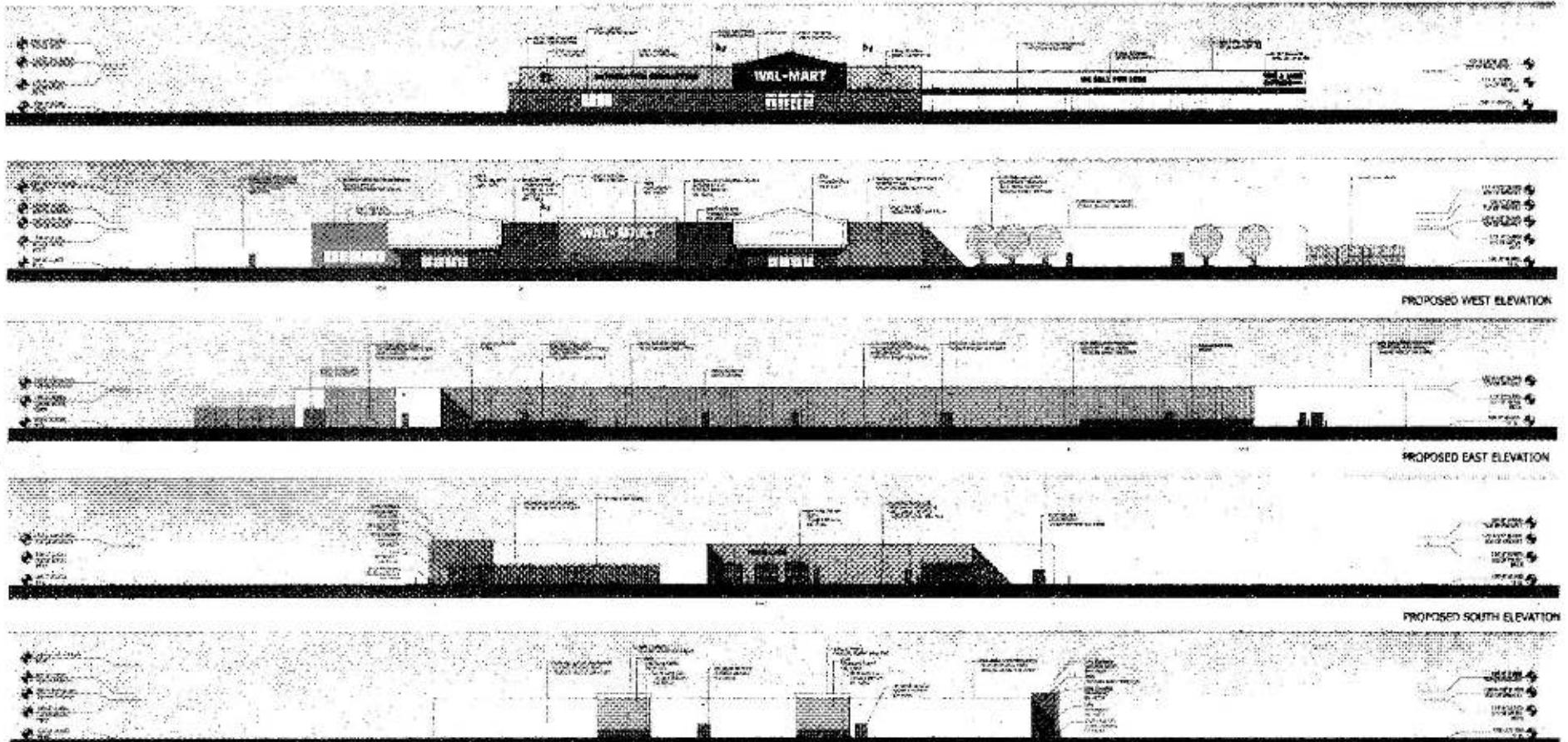
*[Signature]*  
RECOMMENDED FOR APPROVAL  
Joseph M. Fratesi  
Chief Administrative Officer

DBM/pms

**PUBLIC HEARING – 2008 09 08, Council Chambers, Civic Centre**

6(6)(b)





WAL-MART 130 SAULT STE MARIE, ON ELEVATIONS

100' - 0" 0' - 0" 100' - 0"

b(6)(b)

(b)(6)



1940 Argentia Road  
Mississauga, Ontario L5N 1P9  
Tel: 905-821-2111  
Fax: 905-821-6393

June 27, 2008

Dear Homeowner:

**Re: Wal-Mart Canada Corp. Proposed Expansion  
446 Great Northern Road**

Wal-Mart Canada has submitted applications for Official Plan and Zoning By-law amendments to permit the expansion of its existing store located within the northeast quadrant of the Great Northern Road/Second Line East intersection (please see the attached context map showing the location of the existing store and proposed expansion plans). The amendments sought would permit an increase in the size of the Wal-Mart store from approximately 106,000 square feet of gross floor area to approximately 160,000 square feet. The expanded store will offer improved convenience, choice and service for the residents of Sault Ste. Marie.

The expanded store will include a supermarket component with a greater selection of fresh and packaged food goods. The expanded store will incorporate Wal-Mart's new store format that provides for wider aisles and a reorganization of its merchandise departments. In addition, the building exterior will incorporate improved urban design features and the landscaping will be enhanced.

We are writing to invite you to an informal community consultation meeting to discuss the expansion plans, and to address any questions you may have. The meeting will take place on **Thursday July 10, 2008 at 7pm, at the Water Tower Inn at 360 Great Northern Road.**

Please do not hesitate to contact our representative (contact information below) if you have any questions about the expansion or the upcoming community meeting.

Ms Roslyn Houser, Goodmans LLP  
Email: [thouser@goodmans.ca](mailto:thouser@goodmans.ca)  
Telephone: 416-979-4119  
250 Yonge Street  
Suite 2400  
Toronto, ON M5B 2M6

We look forward to seeing you on July 10<sup>th</sup>.

Yours very truly,

  
Katherine Cruz  
Real Estate Manager  
Wal-Mart Canada Corp.



## downtown association

Sault Ste Marie, Ontario

August 11, 2008

Don McConnell  
Planning Director  
Engineering and Planning Department  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

**Re: Zoning Application No. A-18-08-Z.OP (Wal-Mart)**

Dear Don:

On behalf of the members of the Downtown Association, we would like to provide you with a summary of our comments regarding the documents pertaining to the rezoning application (A-18-08-Z.OP) for the expansion of Wal-Mart.

It was our understanding from the documents provided by both the City Planning department and Wal-Mart representatives the rezoning of this space will involve an increase in the size of the department store from 106,000 square feet to 161,000 square feet. Further, most of the expanded space through the rezoning approval will be dedicated to the display, cold storage and preparation of food (i.e., a grocery store).

Wal-Mart representatives met with members and staff of the Downtown Association on July 11, 2008 to discuss these expansion plans. They stated this particular application would in no way affect the "planned function of the Downtown" nor would result in any closures.

We did concur with Wal-Mart representatives in the sense that we do not believe the expansion will negatively impact / affect the planned

function of the Downtown especially in the long-term as the two areas ultimately represent different shopping experiences.

The Retail Market Demand and Impact Analysis provided to us by Wal-Mart did report was that certain stores would be negatively impacted; just not "bad enough" *based on the professional opinion of their market research team* to close.

We also considered the following key points:

1. **The land involved in the expansion request is currently zoned Commercial.** When Wal-Mart first expressed interest in this land, it was zoned Residential / Industrial, and the Downtown Association expressed their concerns about rezoning at the time (rezoning application first submitted in 1999). In fact, the Downtown Association along with a number of other organizations (e.g., Tishman Group, Algoma Central Properties, etc.) led an appeal to the Ontario Municipal Board (OMB) regarding the rezoning application.
2. The only grocery store in the Downtown area is City Meat Market and based on our discussions with them, they felt they would not be impacted if Wal-Mart expands their grocery section as most of City Meat's customers were local.
3. According to the report mentioned above, the stores that would be most negatively affected were those similar in size and function (i.e., supermarkets and department stores) to Wal-Mart. **Further, those predicted to be most negatively impacted are not located in the downtown area.**

We support appropriately zoned economic development within our community. We will also continue to support our members and focus our efforts in promoting the Downtown as a unique shopping destination and a lifestyle neighbourhood.

Thank you for the opportunity to respond to this rezoning application.

Sincere Regards,

Anna Boyonoski  
Manager  
Downtown Association

Cc: Donna Irving, City Clerk

6(6)(b)



August 29, 2008

VIA E-MAIL

D.P. Irving  
City of Sault Ste. Marie  
Box 580, 99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

Dear D.P.:

**Application No. A-18-08-Z.OP**  
**446 Great Northern Road , Sault Ste. Marie**  
**Wal-Mart Department Store**

We are in receipt of your Notice of Public Meeting with regard to the request for Wal-Mart Canada Corp. to increase the maximum Gross Leaseable Area of their store from 9,894 sq.m (106,500 sq. ft.) to 14,864 sq.m (160,000 sq. ft.). We are the neighbours to the northwest, in front of Home Depot and adjacent to Wal-Mart, and confirm that we are in support of their application to request an Official Plan Amendment and Rezoning.

Should you have any questions, or require anything further, please do not hesitate to call at your convenience.

Yours truly,

**SHINDICO REALTY INC.**  
On behalf of 3829660 Manitoba Limited

John C. Pearson

JCP/mlb

c.c.      Don McConnell, City of Sault Ste. Marie  
              Chris Hanson, Wal-Mart Canada Corp.  
              Robert Frodyma, Home Depot

H Properties/Sault Ste. Marie#091 - Great Northern Rd, 518-524 - Sault Centre Leasing|Correspondence re: wal-mart expansion - 2008 aug doc



2008 06 27

MEMO TO: Don McConnell, MCIP, RPP  
Planning Director

FROM: Catherine Taddo, P. Eng.  
Municipal Services Engineer

SUBJECT: APPLICATION No. A-18-08-Z.OP  
446 GREAT NORTHERN ROAD  
REQUEST FOR AN AMENDMENT TO ZONING BY-LAW

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The Engineering Department has reviewed the above noted application, and noted that the expansion is being proposed over an existing storm pipe, that will serve proposed catchbasins behind the building. It is recommended that this storm sewer be rerouted around the building.

For information purposes, the servicing, and stormwater management within the property boundaries is private, and will not be maintained by the City.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.  
Municipal Services Engineer

c: Jerry Dolcetti, RPP  
Jim Elliott, P. Eng.

**Pat Schinners**

---

**From:** Don Maki  
**Sent:** June 23, 2008 3:15 PM  
**To:** Don McConnell; Pat Schinners  
**Subject:** Rezoning A-18-08-Z.OP 446 Great Northern Rd Walmart

Hi Don

Please be advised that there is still one outstanding issue with the existing building where we have yet to issue the occupancy permit. Other than that I have no comment.

Don Maki CBCO  
Chief Building Official  
Building Division  
Engineering and Planning  
705-759-5399

**Don McConnell**

---

**From:** Jim Elliott  
**Sent:** July 24, 2008 8:56 AM  
**To:** Don McConnell  
**Subject:** Wal-Mart Canada Corp.-446 Great Northern Road

Don McConnell  
Planning Director

Subject: Request for an Amendment to the Official Plan and Zoning Bylaw  
Application Number: A-18-08-Z.OP  
Wal-Mart Canada Corp.  
446 Great Northern Road

Staff from the Public Works and Transportation Department has reviewed this application and have no objections.

It is understood from our discussions with Wal-Mart representatives that the proposed traffic lights along Second Line at the existing entrance will not be installed.

If you have any questions, do not hesitate to contact me at 759-5207.

Yours truly

J. M. Elliott, P. Eng  
Deputy Commissioner  
Public Works and Transportation Department

6(6)(b)

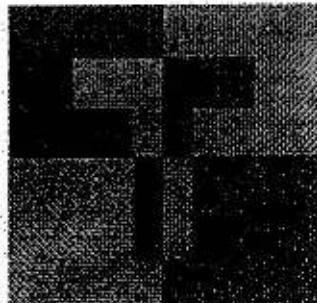
## Retail Market Demand and Impact Analysis

*City of Sault Ste. Marie, ON*

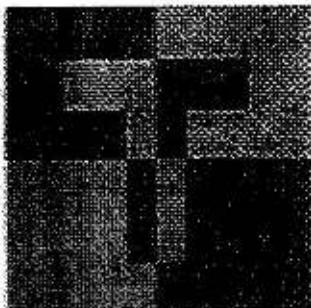
Prepared for: Wal-Mart Canada Corp.

*May 2008*

**TATE ECONOMIC RESEARCH INC.**



## Executive Summary



Tate Economic Research Inc. (TER) was retained by Wal-Mart Canada Corp. (Wal-Mart Canada) to investigate the retail market demand and impact implications of expanding the existing Wal-Mart department store in the City of Sault Ste. Marie. The Wal-Mart is located on a 15.54 acre parcel within the northeast quadrant of the Great Northern Road/2<sup>nd</sup> Line East intersection (the "Subject Site"). The quadrant includes approximately 250,700 square feet of retail uses and is anchored by the Wal-Mart and a Home Depot. Other retail establishments in the quadrant include Future Shop, Marks Work Wearhouse, Moores, Reitmans and Addition Elle.

Wal-Mart Canada is proposing to expand the Wal-Mart from its current size of 106,500 square feet to approximately 161,000 square feet, rounded to the nearest 1,000 square feet, expressed in terms of gross leasable area ("GLA"), which includes warehouse and service. The Wal-Mart expansion will occur on the Subject Site.

### Background

Wal-Mart Canada announced its intention to introduce an expanded food component in its new and existing Canadian department stores in December 2005. Sault Ste. Marie is one of the locations currently slated for this upgrade and expansion. The expanded Wal-Mart store will have a total GLA of approximately 161,000 square feet, of which approximately 43,000 square feet will be used for the display, cold storage and preparation of food. This larger store module will incorporate Wal-Mart's new store format, including wider aisles and a reorganization of its merchandise departments.

### City of Sault Ste. Marie Official Plan Policies

The Subject Site is designated Commercial and is zoned C4 General Commercial. Section C.2 of the Sault Ste. Marie Official Plan provides:

"Applications to permit new commercial development in excess of 4,000 sq.m. shall require a market study to assess the impact on existing facilities prior to approval."<sup>1</sup>

TER's market demand and impact analysis has been designed to address this requirement of the Sault Ste. Marie Official Plan.

<sup>1</sup> Sault Ste. Marie, Official Plan, 1996, 2006 Consolidation, Section C.2 p.35.



### **Provincial Policy Statement (2005)**

The Provincial Policy Statement (2005) (PPS) provides policy direction on matters of provincial interest related to land use planning and development. As it relates to this market demand and impact study, the PPS states:

“Long-term economic prosperity should be supported by:

- b) maintaining and, where possible, enhancing the vitality and viability of downtowns and mainstreets;”<sup>2</sup>

TER’s market demand and impact analysis has been designed to address this policy.

### **Conclusions**

**The Subject Site is suitable for the Wal-Mart expansion.**

- The Subject Site is an appropriate location for the proposed Wal-Mart expansion. The expanded store will remain compatible with existing and proposed retail uses in the area, and will be readily accessible to existing and potential consumers in the Sault Ste. Marie area and beyond.

**The Study Area to be served by the Wal-Mart expansion area currently includes 116,290 persons.**

- Based on our research, the Primary Zone of the Study Area has been defined as the City of Sault Ste. Marie. The Primary Zone is forecast to experience an increase in population while the Secondary Zones are forecast to experience a decrease in population.
- Overall, the Study Area population is expected to increase slightly from 116,290 persons in 2007 to 116,670 persons by 2013.

**The Primary Zone (Sault Ste. Marie) has a range of retail and service uses.**

- TER conducted a complete inventory of retail and service space in the City of Sault Ste. Marie. There is approximately 3,818,800 square feet of retail and service space in Sault Ste. Marie.
- Approximately 72.5% of the retail and service space is located within retail centres in malls, plazas and along major arterials. Of this space the downtown represents the largest concentration of retail and service space. The remaining 27.5% of retail and service space is located within industrial, residential and other non-retail areas.

<sup>2</sup> Ministry of Municipal Affairs and Housing, Provincial Policy Statement 2005, Policy 1.7.1 (b), p.13.



- There are no supermarkets in the downtown.
- There is approximately 376,300 square feet of vacant space in the Primary Zone. This represents a vacancy rate of 9.9%. Approximately 10.0% of the current vacant space is comprised of vacant units at Wellington Square Mall. A further 24.7% of the vacant space is comprised of individual units over 5,000 square feet some of which present specific challenges in re-tenanting such as a vacant garden centre, theatre and cinema. With allowances for the above noted vacant units in Wellington Square Mall and the larger units, the vacancy rate in the Primary Zone is approximately 6.6%. It is our opinion that normal vacancy rates in a balanced retail commercial market are typically between 5.0% and 7.5%.

**The Food Oriented Retail (FOR) component of the proposed Wal-Mart expansion will provide Sault Ste. Marie residents with a greater array of supermarket shopping choices.**

- There are eight supermarkets in Sault Ste. Marie, comprising approximately 304,300 square feet. It should be noted that seven of the eight supermarkets are controlled by two corporations (Loblaw's and Metro/A&P) thereby limiting the actual choice of items available to the residents of the Study Area.
- The expanded Wal-Mart store will introduce a new food store "banner" into the market.

**The retail market demand and impact analysis indicated that existing supermarkets perform above typical industry levels. Sales transfers arising from the introduction of the Wal-Mart food component will not result in any closures and will not have an adverse effect on the planned function of established commercial areas within Sault Ste. Marie or the Study Area.**

- Current average supermarket sales levels are \$595 per square foot. TER considers this figure to be above normal levels. It is also indicative of a market that may be understored with respect to this retail category.

**The proposed Wal-Mart expansion is warranted on the basis of market demand and impact. It is our professional opinion that sales transfers arising from the proposed Wal-Mart expansion will not result in any closures and will not have an adverse effect on the planned function of established commercial areas within the City of Sault Ste. Marie, particularly the commercial component of the downtown.**

- The Non Food Oriented Retail (NFOR) component of the proposed Wal-Mart expansion represents a net addition of approximately 13,500 square feet of GLA. TER forecasts that sales transfers resulting from the introduction of the

NFOR component of the proposed Wal-Mart expansion will not result in any closures and will not have an adverse impact on planned function of established commercial areas within the City of Sault Ste. Marie, particularly the commercial component of the downtown.

- The Food Oriented Retail (FOR) component of the proposed Wal-Mart expansion represents a net addition of approximately 43,000 square feet of GLA. TER forecasts that sales transfers resulting from the introduction of the FOR component of the proposed expanded Wal-Mart will not result in any closures and will not undermine the planned function of established commercial areas within the City of Sault Ste. Marie, particularly the commercial component of the downtown.

#### **Conclusions and Recommendations**

**Based on the results of this market study, it is the professional opinion of Tate Economic Research Inc., that sales transfers resulting from the expansion of the Wal-Mart department store will not result in any closures and will not have an adverse impact on the planned function of established commercial areas within the City of Sault Ste. Marie. Specifically, the proposed Wal-Mart expansion will not have an adverse impact on the planned function of the Downtown, the retail commercial areas along Great Northern Road and Trunk Road and the Neighbourhood Commercial Areas located within the City of Sault Ste. Marie.**

**It is the professional opinion of Tate Economic Research Inc., that the proposed Wal-Mart expansion should be approved on the basis of market demand and impact.**

*Robin Dee & Associates*  
REAL ESTATE COUNSELORS & ECONOMISTS

August 22, 2008

Mr. Donald McConnell  
Planning Director  
The Corporation of the City of Sault Ste. Marie  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 5X6

Dear Mr. McConnell:

Re: Peer Review  
Retail Market Demand and Impact Analysis  
City of Sault Ste. Marie  
Prepared for: Wal-Mart Canada Corp.  
(May 16, 2008)

As requested I have reviewed the above-cited market report prepared by Tate Economic Research Inc. (TER) dated May 16, 2008, and offer my comments below.

1. The Proposal

TER was retained by Wal-Mart Canada Corp. to investigate the retail market demand and the impact implications of expanding the existing Wal-Mart department store in the City of Sault Ste. Marie (SSM). The Wal-Mart is located on a site of approximately 15.5 acres in the northeast quadrant of the Great Northern Road/2<sup>nd</sup> Line intersection. The quadrant includes about 250,000 square feet of retail uses anchored by the Wal-Mart store and a Home Depot home improvement centre. Other retailers in the quadrant include Future Shop, Marks Work Wearhouse, Moores, Reitmans and Addition Elle.

The existing Wal-Mart occupies some 106,500 square feet. The proposal is to expand the store to approximately 161,000 square feet, an increase of 54,500 square feet. For study purposes and to provide Wal-Mart with some flexibility in merchandising the expanded store, TER has analyzed a total net increase in space of 56,500 square feet, a net increase of 43,000 square feet of Food Oriented Retail (FOR) space (i.e. supermarket space) and a

net increase of 13,500 square feet of Non Food Oriented Retail (NFOR) space (i.e. typical department store space).

## 2. Study Methodology

In general terms, the study approach employed by TER included the following:

- Delineation of a Study Area
- Review of Study Area Historical and Projected Population Growth
- Examination of Study Area Per Capita Incomes
- Calculation of Study Area Per Capita Expenditures By Retail Category
- Review of Existing Retail Floor Space Inventory including Vacant Space
- Calculation of Study Area NFOR and FOR Potentials
- Estimation of SSM Department Store and Supermarket Sales over the Study Period
- Estimation of expanded Wal-Mart Department store and Supermarket sales over the study period
- Examination of the directional impact of the expanded Wal-Mart on existing department store and supermarket operations in SSM.

The study methodology outlined above is in keeping with standard practice employed for such development proposals.

## 3. Key Study Inputs and Outputs

### a. Key Study Inputs

Key study inputs include study area definition, projected study area population growth, study area per capita NFOR and FOR expenditure factors, Department Store and Supermarket shares of NFOR and FOR potentiels respectively,

SSM Department Store and Supermarket capture rates and inflow factors, base year and future market share distributions of SSM Department Store and Supermarket sales amongst the existing and future competitors in the local market.

I have reviewed these inputs some of which in my professional opinion warrant the revisions discussed below. These revisions are incorporated in the attached modified tables which mirror the TER analysis and adopt the same numbering to facilitate easy comparison with the TER tables.

i. Study Area Per Capita NFOR and FOR Expenditures

Study Area per capita NFOR and FOR expenditure factors are derived from Ontario retail sales data published by Statistics Canada. At the time of conducting the analysis, retail sales data for Ontario in 2007, the base year selected by TER for the analysis, were only available for the first three quarters of the year. Using full year 2007 retail trade data for Ontario that are now published, we estimate the Ontario per capita NFOR and FOR expenditures in 2007 at \$5,158 and \$2,131 respectively. These compare with the TER Ontario 2007 per capita estimates of \$5,056 for NFOR and \$2,138 for FOR. These different Ontario per capita expenditure factors translate into different Study Area per capita expenditure factors and NFOR and FOR potentials from those estimated by TER. (See TABLE 3 (MODIFIED) and TABLE 4 (MODIFIED) attached).

ii. Department Store Share of NFOR Potentials

Having regard to the base year inventory of Department Store and total NFOR space in SSM and the results of the study area consumer survey conducted by TER, I estimate the Department Store shares of NFOR potentials in the three Study Area zones at marginally lower levels than TER. (See TABLE 5 (MODIFIED) attached).

iii. Primary Zone (SSM) Share of Study Area Department Store Potentials

I believe that the combined attraction of the new FOR component and the larger NFOR component in the expanded Wal-Mart will increase the Primary Zone (SSM) shares of the available Department Store potentials in the Study Area beyond the base year marginally higher than estimated by TER. (See TABLE 5 (MODIFIED) attached).

iv. Supermarket Share of FOR Potentials

Having regard to the base year inventory of Supermarket and total FOR space in SSM and the results of the study area consumer survey conducted by TER, I believe the base year and future Supermarket shares of FOR potentials in the Study Area to be quite a bit higher than the TER estimates. My estimates of the Supermarket shares of FOR potentials in the Primary Zone, Secondary Zone North and Secondary Zone East are 92.5%, 90.0% and 87.5% respectively. The comparable TER estimates are 88.0%, 86.0% and 81%. (See TABLE 7 (MODIFIED) attached).

b. Key Study Outputs

The key study outputs include:

- estimates of total SSM Department Store and Supermarket sales
- distribution of the base year and future sales amongst the existing competitors and the expanded Wal-Mart in the local SSM market.

i. Primary Zone (SSM) Department Store Sales

Incorporating the revised inputs discussed above, our estimates of total Department Store sales in SSM in the base year 2007 and over the forecast interval, as presented in TABLE 5 (MODIFIED) attached, are slightly lower than the TER estimates.

ii. Distribution of SSM Department Store Sales and Directional Impact Analysis

The distribution of SSM Department Store sales in the base year and for each of the selected future forecast years is presented in TABLE 6 (MODIFIED) attached. It is noted that the first forecast year is 2010 representing the expected first full year of operation for the proposed Wal-Mart expansion. The TER study assumes 2009 will be the first full year of operation for an expanded Wal-Mart, which I believe at this time is now an unrealistic target.

In the base year 2007, the market shares of sales obtained from Study Area residents that are assigned to the respective existing department stores in SSM reflect directly the results of the random survey of residents conducted across the Study Area. The future market shares reflect my assessment of the increased relative strength of the expanded Wal-Mart and how that will affect each of the existing department store operators.

Impact is measured by comparing the projected future total sales of the existing department stores with their base year years prior to the expansion of the Wal-Mart. In the assumed first full year of operation of the expanded Wal-Mart, the relative impacts projected for the exiting department stores range between -1.9% and -4.9%. Thereafter, with modest annual growth in total SSM department store sales, the negative impacts gradually diminish.

Impacts of the order identified pose no threat to the continuing viability of the existing department store operations in SSM.

### iii. Primary Zone (SSM) Supermarket Sales

Our estimates of total Supermarket sales in SSM in the base year 2007 and over the forecast interval incorporating the revised inputs discussed above, are presented in TABLE 7 (MODIFIED) attached. These estimates are quite a bit higher than the TER estimates, attributable essentially to our higher estimate of the Supermarket share of FOR potential in each of the Study Area zones.

iv. Distribution of SSM Supermarket Sales and Directional Impact Analysis

The distribution of SSM Supermarket sales in the base year and for each of the selected future forecast years is presented in TABLE 7 (MODIFIED) attached. Again the first forecast year is 2010 representing the expected first full year of operation for the proposed Wal-Mart expansion.

In the base year 2007, the market shares of sales obtained from Study Area residents that are assigned to the respective existing Supermarkets in SSM also reflect directly the results of the random survey of residents conducted across the Study Area.

We note that compared to the TER analysis, our estimates of total sales (and hence sales per square foot performance) in the base year 2007, for all three existing A & P banners in SSM are significantly lower.

Only in the case of the A & P at the Zellers Plaza is the difference of some concern. Our base year sales performance estimate for this supermarket is \$340 per square foot compared to the TER estimate of \$425. The lower the base year performance level, the less able the supermarket to absorb an impact upon the entry of a new player in the market and or the expansion of an existing operator. Industry average supermarket performance is estimated to be in the \$500 to \$525 per square foot range. At a base year sales performance level of only \$340 per square foot, this supermarket appears to be particularly vulnerable to any impacts that will flow directly from any significant increase in total supermarket space in SSM.

In 2010, we have a projected increase in total supermarket space in SSM of some 66,100 square feet, equivalent to nearly 22% of the existing supermarket space. The increase is attributable to an expansion of the existing Pino's supermarket on Trunk Road from 16,900 to 40,000 square feet and the entry of the proposed Wal-Mart supermarket component of some 43,000 square feet. The estimated relative impact on the sales performance of the A & P supermarket in

the Zellers Plaza in 2010 is not the highest impact but it is the one of real concern. In 2010, the sales performance for this supermarket is projected to decline to under \$300 per square foot and not recover even to that level until 2013.

#### 4. Conclusion

At what level of reduced sales per square foot a store will be closed is a corporate decision requiring consideration of a number of factors aside from simply the magnitude of the reduction in sales and the duration of the impact. Should it be decided to close the A & P supermarket at the Zellers Plaza, clearly that would impair the planned function of that centre. From the standpoint of convenient access to supermarket services, residents in the surrounding neighbourhood on the west side of Great Northern Road would probably incur the greatest inconvenience with closure of the A & P supermarket in the Zellers Plaza. However, the neighbourhood at large, and indeed the City as a whole, would benefit from the increased competition that the introduction of another player in the market in the form of the Wal-Mart supermarket would bring.

It is to be noted that the severe negative impact on the A & P supermarket in the Zellers Plaza identified in our recast analysis is attributable to the combined impacts of the planned expansion of the Pino's supermarket and the entry of the proposed Wal-Mart supermarket. The severity of the impact could be significantly reduced by staging the entries of the Pino's supermarket expansion and the Wal-Mart supermarket and retesting the market support for the second entrant after the market has had an opportunity to absorb the impact of the first entrant.

Finally we note that the overall market is strong and an alternative to closure of the A & P supermarket in the Zellers Plaza that should not be overlooked and should be evaluated is a remodeling of this old and somewhat tired looking store to make the store more competitive.

\*\*\*\*\*

I trust that these comments above will assist you in preparing your planning report on the proposed Wal-Mart expansion.

Yours truly,  
*Robin Dee & Associates*

6(6)(b)

**Wal-Mart Canada Corp.**

**Sault Ste. Marie Wal-Mart  
Expansion Traffic Study**

**Sault Ste Marie, Ontario**

**May 2008**

**iTRANS Consulting Inc.**

100 York Blvd., Suite 300

Richmond Hill, ON L4B 1J8

Tel: (905) 882-4100

Fax: (905) 882-1557

[www.itransconsulting.com](http://www.itransconsulting.com)

Project # 4204

## EXECUTIVE SUMMARY

### A. Introduction

Wal-Mart Canada Corp. ("Wal-Mart") is proposing an expansion of its existing store located in Sault Ste. Marie, Ontario. The existing Wal-Mart has a total building area of 105,167 sf GFA ( $9,770 \text{ m}^2$ ); the proposed Wal-Mart expansion would add an additional 50,597 sf GFA ( $4,700 \text{ m}^2$ ) for a new store size of approximately 155,764 sf GFA ( $14,470 \text{ m}^2$ ). No change in driveway access is proposed. We have allowed for a 55,000 sf ( $5,110 \text{ m}^2$ ) expansion to be conservative.

Wal-Mart retained iTRANS to assess the traffic operations as part of its application for the expansion. We have assessed existing, future 2013 background, and 2013 total traffic operations of the road network in the vicinity of the development. Parking and loading operations have also been reviewed.

### B. Roadway Operations

The roadway operations have been evaluated for existing traffic conditions, 2013 background and total traffic conditions.

The existing road network is operating within capacity. The Great Northern Road / Second Line intersection is congested; however, there is capacity for the demand through the intersection. The City has considered providing improvements at the intersection, but it is impractical to do so because of property constraints. The City has filed an EA for the Pine Street extension to Second Line East from its terminus to the south. It is expected that this extension will help to alleviate congestion on Great Northern Road.

There is a 56,000 sf retail development (the "Green North development") approved for vacant lands south of Wal-Mart that will have joint access and use the driveways that service Wal-Mart and the surrounding retail uses. With the addition of the Green North development and background growth, Driveway 3 left turns onto Second Line East will be near capacity and experiencing delays. To solve this, traffic signals would need to be installed. Driveway 3 is in close proximity to Old Garden River Road, whose intersection is signalized at Second Line East. Progression and queuing on Second Line Road was reviewed. Progression can be achieved and the time controlling progression is the available green time through the Great Northern Road intersection. Queues between Driveway 3 and Old Garden River Road can be accommodated given the available spacing. This analysis assumes coordination of the traffic signal timings.

The rest of the 2013 background road network will operate within capacity.

With the Wal-Mart addition, there will be a further need for traffic signals at Driveway 3 and Second Line East under 2013 traffic conditions. With the addition of a signalized

intersection, progression can still be maintained and there is available distance to accommodate the vehicle queues between Driveway 3 and Old Garden River Road on Second Line East.

Therefore, traffic signals should be installed at the Driveway 3 / Second Line East intersection.

### **C. Parking**

The parking supply will meet the City's By-law requirements. The parking ratio proposed is 4.54 spaces / 100 m<sup>2</sup> (4.22 spaces / 1,000 sf) and the minimum required by the By-law is 4.5 spaces / 100 m<sup>2</sup> (4.18 spaces / 1000 sf).

The location of the handicap parking provided is appropriate for the following reasons:

- The drive aisle in front of the Wal-Mart store is a significant aisle as it connects to Home Depot to the south and leads out as Driveway 3 to Second Line East;
- Transit buses use the driveway in front of the Wal-Mart; and
- There is a high amount of pedestrian traffic crossing the driveway.

The above factors would be involved for drivers trying to manoeuvre in and out of the parking stalls. The parking stalls should remain in the parking field with the stalls located in front of the doors as proposed.

Bicycle racks will also be provided in front of the store entrance.

### **D. Loading**

The proposed expansion will eliminate a driveway connection around the building. Arrangements are being made with Home Depot regarding provision of an additional access between the two properties in the northeast corner of the Wal-Mart store, which will provide an acceptable alternative for loading.

**Don McConnell**

**From:** Riopel [riopel@shaw.ca]  
**Sent:** August 26, 2008 8:27 PM  
**To:** Don McConnell; Pat Mick; Terry Sheehan; Bryan Hayes  
**Subject:** Wal-mart path proposal  
**Attachments:** image006.jpg

162 Old Garden River Rd.  
Sault Ste Marie, ON  
P6A 5B6

August 24, 2008

Dear Mr. Mayor, members of city council:

Re: Proposed Wal-Mart Expansion: request for improved non motorized access

The expansion of Wal-Mart will have a major impact on what is now the city's busiest commercial zone. The area is easily accessible by automobile with multiple entrances, good driving connections and expansive, well connected parking lots. The developers have gone to great lengths to make it car friendly that some have dubbed it "the shopping mall for cars". However, for those who chose to walk or cycle, it's not so friendly.

The area is surrounded by neighborhoods that are within easy walking or cycling distance. The main barrier to pedestrians and cyclists is poor site access from adjoining neighborhoods. Neighbors who walk or cycle to shop must be discouraged by distance and dangerous roads. Luckily, the problem can be improved by the judicious construction of pedestrian access points and pathways from adjoining neighborhoods. These pedestrian links are found around most malls in this city but for some reason seem to be absent here.

This proposal is that, with the proposed expansion, the developers create a non-motorized path along the east border of the development (figure 1,2) with entrances from Killarney Street and Old Garden River Road. At the north entrance on Killarney Street a redundant fence has been erected (figure 3,4). There is a logical need for a pedestrian entrance here as demonstrated by the well worn trail around the fence (figure 5). At the south end of the development, Velorution has constructed a popular path that connects to the Wal-Mart property (figure 6).

To improve this path what would be required is the removal of the fence at the north end and the creation of a path connecting Home Depot and Wal-Mart (figure 7). Pavement and curb cuts would ensure wheelchair access.

Walkability and cyclability are strong indices of great cities. When commercial developments are created, non-motorized access should be maximized to encourage people to leave their cars at home, especially those who live just around the corner. This reduces noise, traffic congestion, pollution and the need for large parking lots. It creates a sense of "community" and encourages physical fitness through active transportation.

Thank you for your consideration in this matter.

Sincerely,

Andre Riopel  
Owner  
Velorution

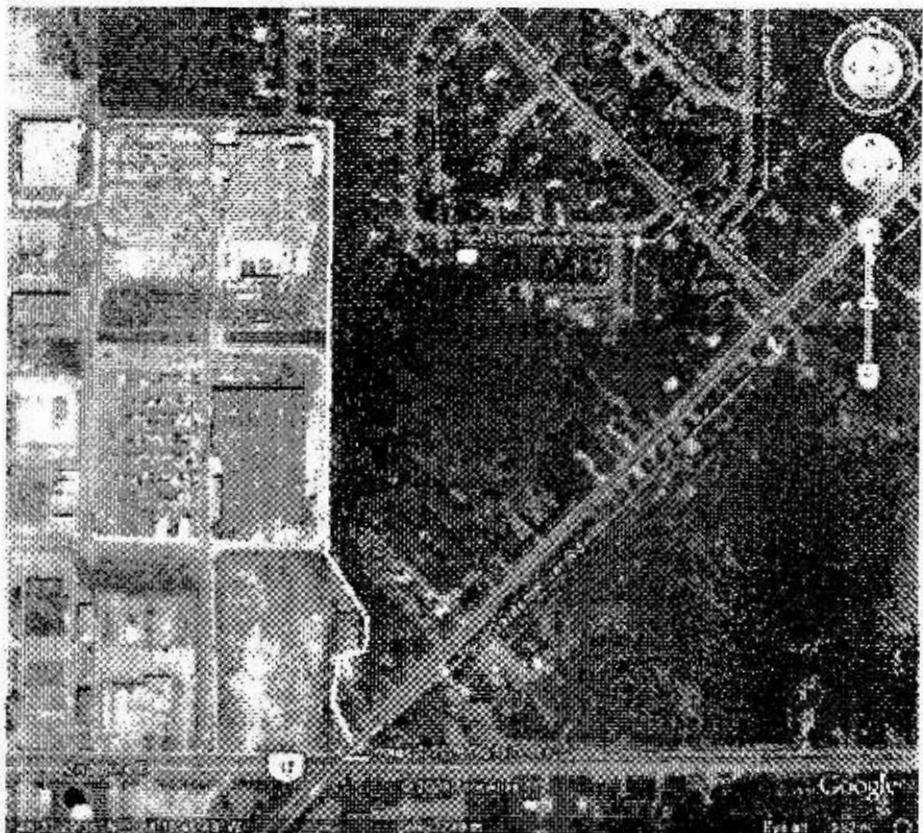


Figure 1: Proposed non-motorized trail through Wal-Mart

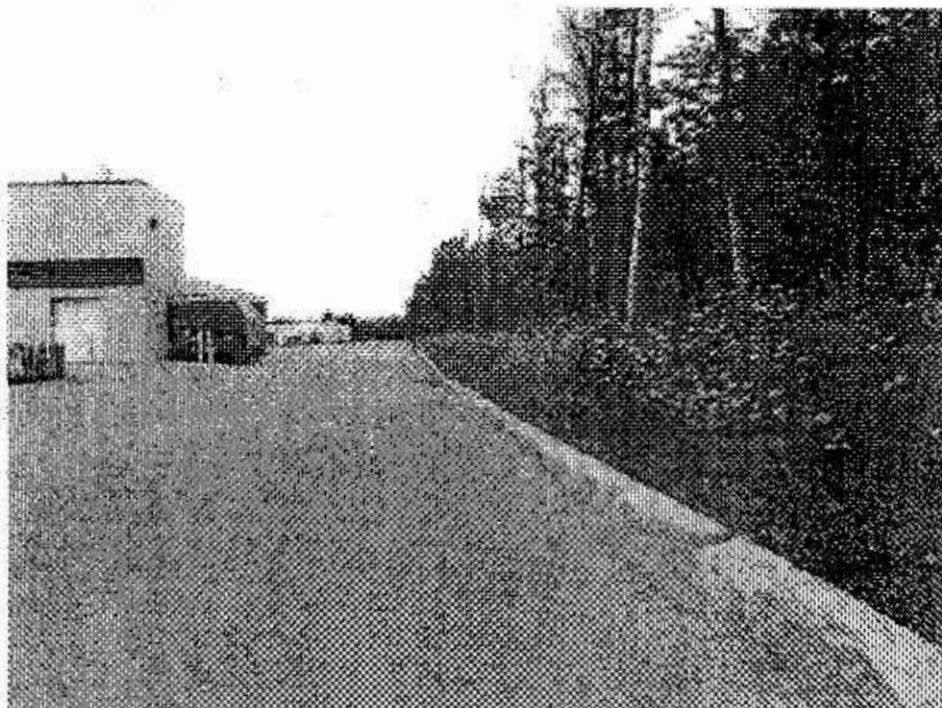


Figure 2: east border where path could be built

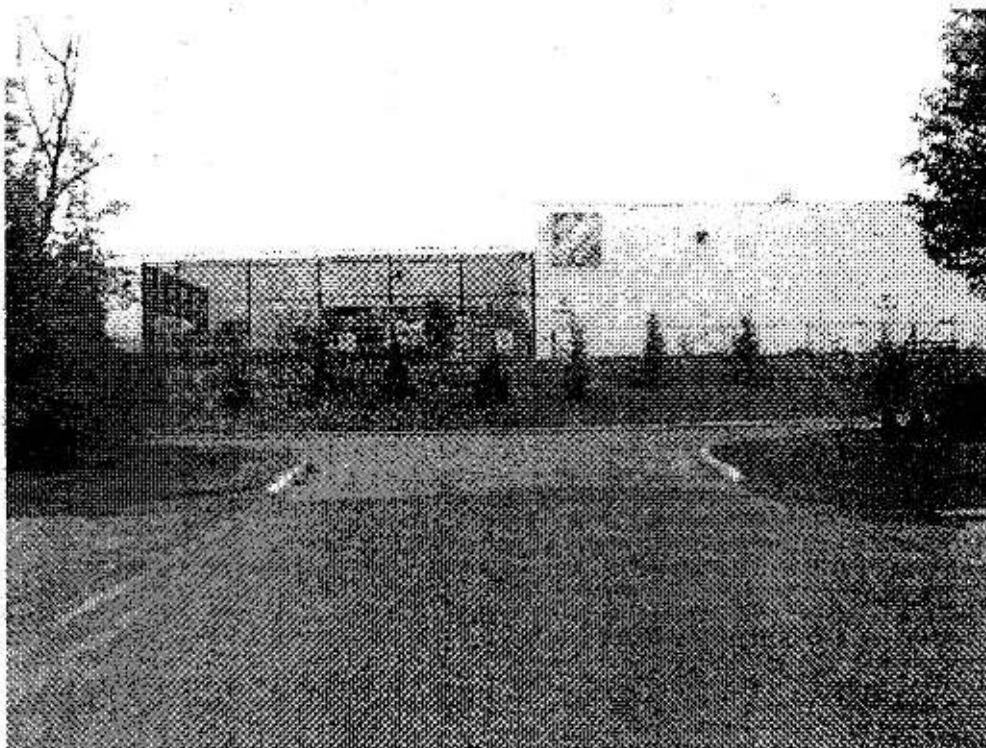


Figure 3: Fence at end of Killarney Street

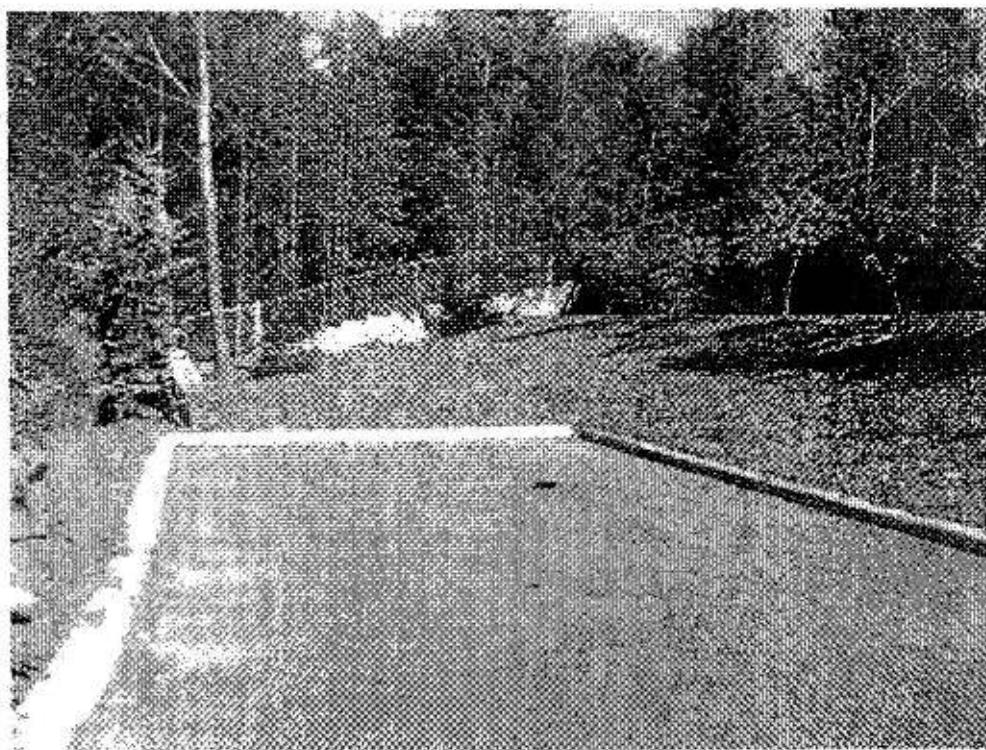


Figure 4: Fence at Killarney Street

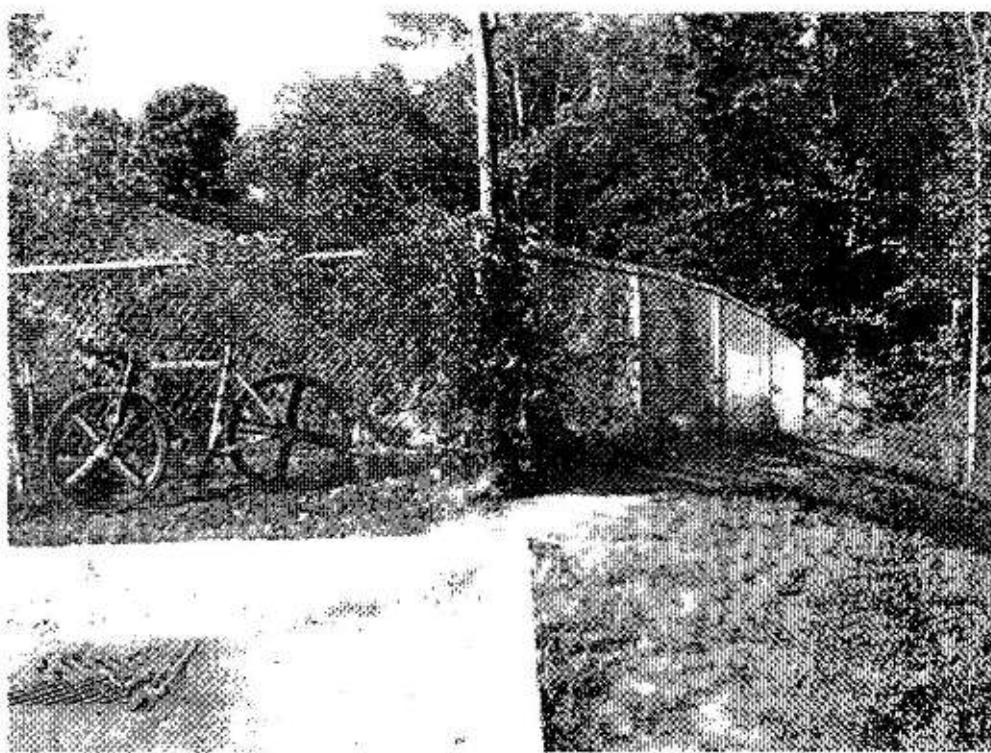


Figure 5: Path around fence at Killarney Street

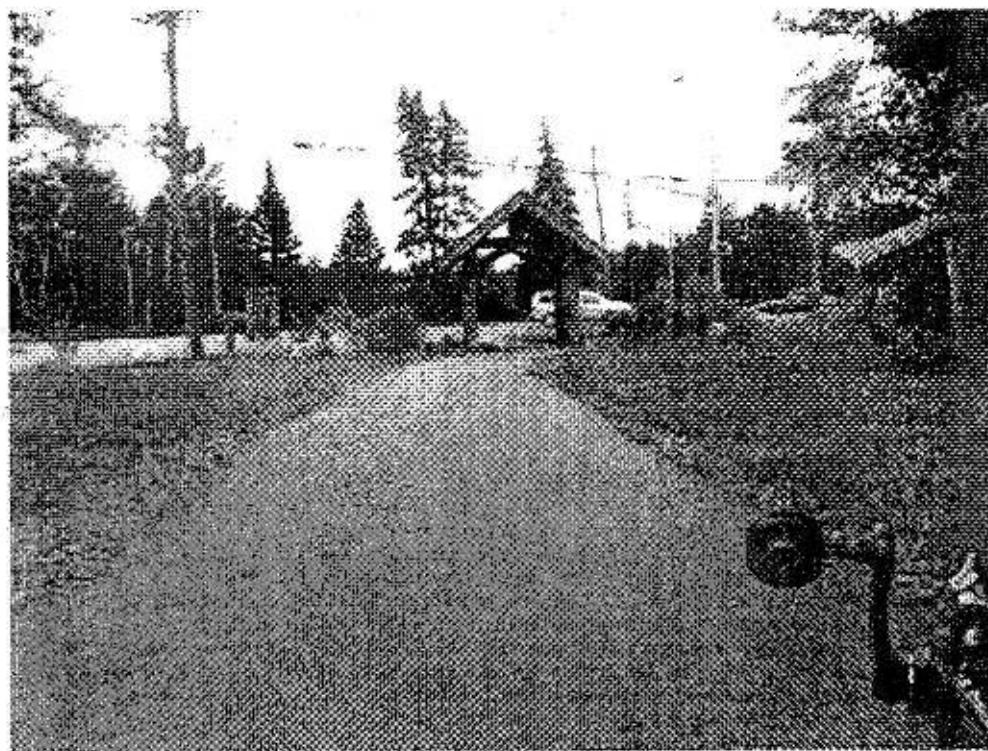


Figure 6: Bicycle path entrance at Old Garden River Road/Second Line

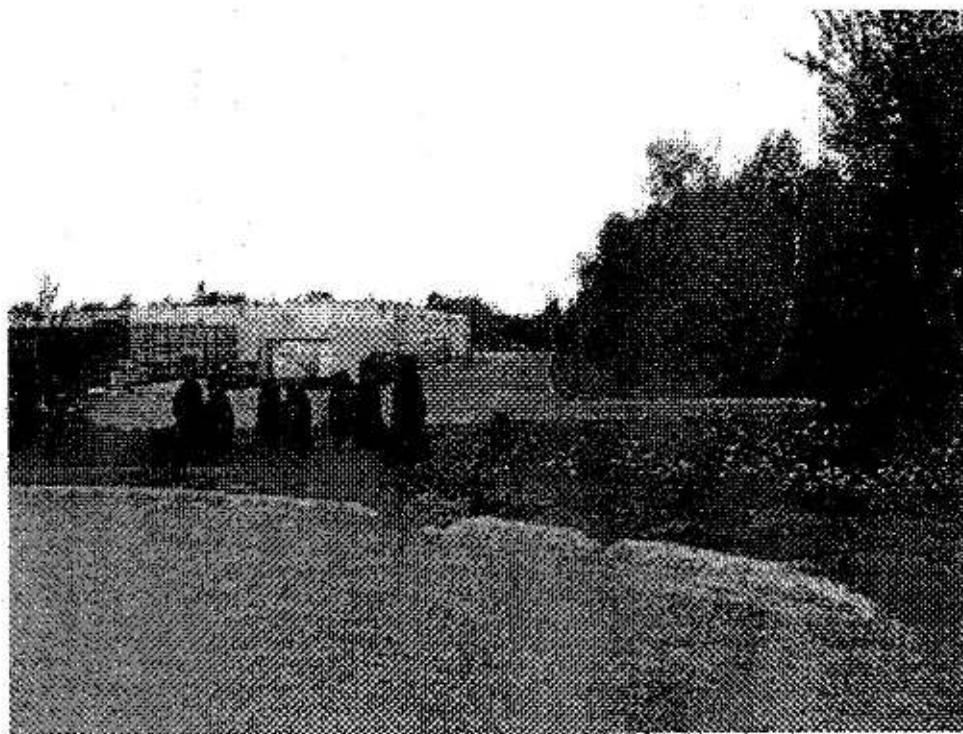


Figure 7: Missing connection between Wal-Mart and Home Depot



Project No. 07110

September 2, 2008

Mr. Don McConnell  
Planning Director  
City of Sault Ste. Marie  
99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie

Dear Mr. McConnell:

*Re: Wal-Mart Canada Corp. Proposed Expansion  
446 Great Northern Road  
Official Plan and Zoning By-law Amendment  
File No. A-18-08 Z.OP*

On behalf of our client, Wal-Mart Canada Corp., we have reviewed the email submission made by Mr. Andre Riopel, owner of the Velorution bicycle shop located at the corner of Garden Road North and Second Line. We believe the development provides appropriate pedestrian and bicycle connectivity and that Mr. Riopel's recommended bicycle route extending through the back of the Wal-Mart and Home Depot properties is not appropriate for the following reasons:

- There is a public sidewalk system along Second Line between Great Northern and Old Garden Road that provides access to the property from the areas to the south and east.
- There are currently driveway and sidewalk connections to Great Northern Road and Second Line that lead to the front of the Wal-Mart store, which is where connections should take the shoppers. These routes are being enhanced with additional landscaping to increase their attractiveness and pedestrian comfort. In addition, the expansion of the Wal-Mart will result in an extension to the sidewalk connection in front of the store toward the existing sidewalk connection on the Home Depot property. This will result in improved pedestrian circulation between the two stores.
- There is no public access along the east property line; therefore, residents from the area to the east will need to use one of the public driveways accessed from the public street sidewalk.
- The Second Line Driveway / sidewalk provides for pedestrian access to the Wal-Mart entrance that is as convenient as the route Mr. Riopel suggests.
- The suggested route appears to be a by-pass route to an on-road system rather than to an improved route for accessing the shopping area.



- The City's Bicycle Master Plan study clearly identifies a preferred public route along public roadways for cycling throughout the City. The route provided in this Study is shown along Old Garden Road and Terrance Avenue.
- While the Bicycle Master Plan study encourages improved connectivity to shopping areas, it acknowledges that private land ownership and concerns over liability may present challenges to achieving such connections. In this regard, accessibility to adjacent neighbourhoods is not possible along the east property limit of the Wal-Mart site as there is no public connection to the neighbourhood.
- In our view it is not appropriate to encourage pedestrians or cyclists to travel along the rear of the Wal-Mart store area, as this is where delivery operations occur. Providing a route in this location would create safety concerns. Pedestrian and bicycle travel should be directed to the front of the store, where bike racks are provided and pedestrian markings and sidewalks are provided.

We therefore would strongly discourage the connection suggested by Mr. Riopel for the reasons stated above.

Yours very truly,

**Bousfields Inc.**

A handwritten signature in black ink, appearing to read "Mike Bissett", followed by a long horizontal line extending to the right.

Mike Bissett, MCIP, RPP

Enclosures.

Copy to: Roslyn Houser, Goodmans LLP  
Katherine Cruz, Wal-Mart Canada Corp.

**AMENDMENT NO. 153  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This amendment is an amendment to the Text as it relates to Special Policy No. 13 of the Official Plan.

**LOCATION**

PT LT 11 RCP H731 Tarentorus 10 & 14, rear portion of Civic No. 446 Great Northern Road, Sault Ste. Marie.

**BASIS**

This amendment is necessary in view of the request to develop an expansion to the existing department store on the subject property.

The proposal does not conform to the policies of Special Exception No. 13 as it exceeds the maximum permitted gross floor area for a department store and the maximum permitted gross floor area devoted to the sale and display of food products in the department store.

Council has considered the commercial land use and other policies of the Plan and considers it appropriate too permit the proposed expansion to the department store.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

Special Exception No. 13 to the Sault Ste. Marie Official Plan is hereby deleted and replaced with the following:

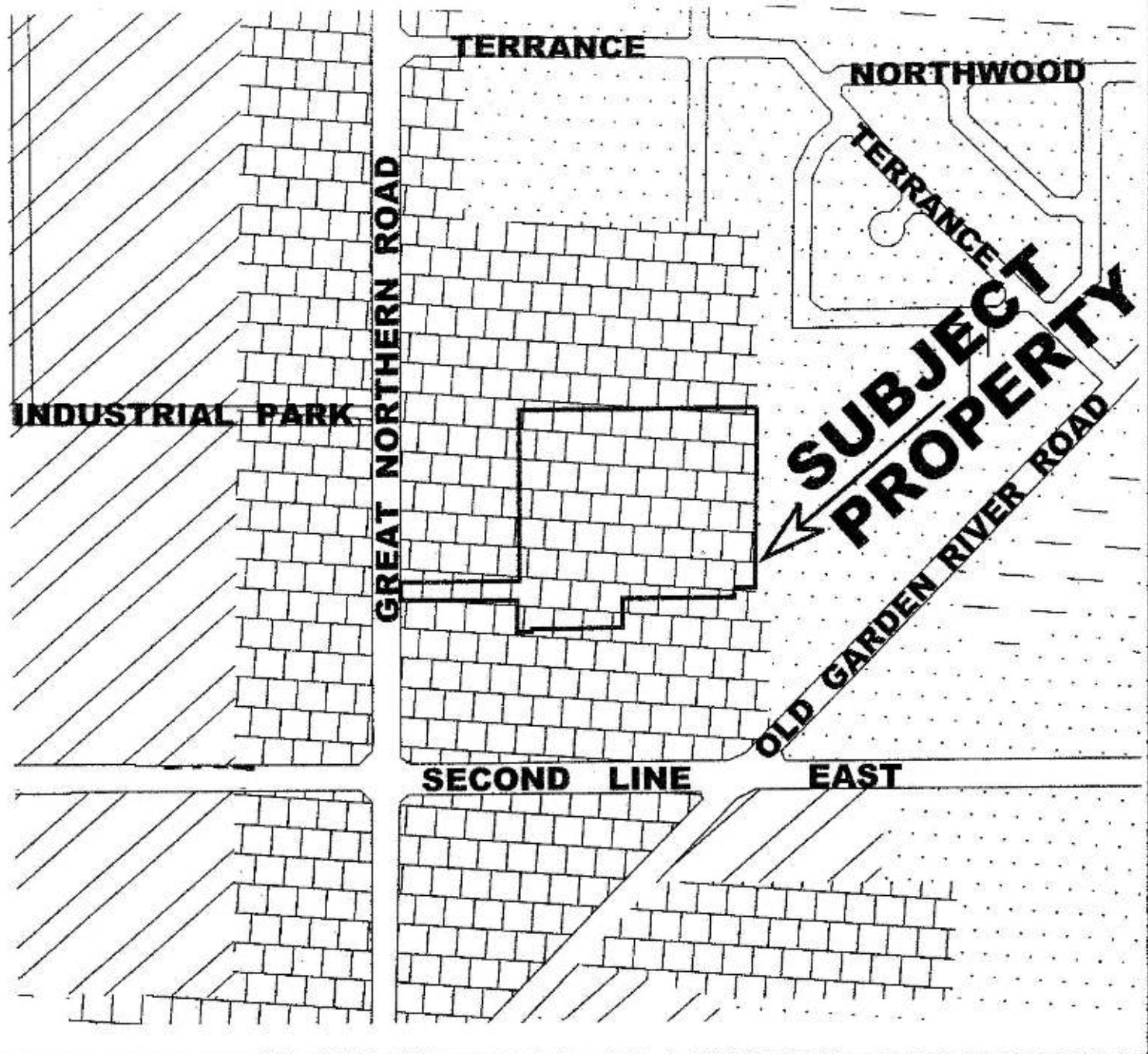
**"Special Exceptions"**

13. Notwithstanding the policies set out herein for development of lands designated Residential, it is appropriate for certain lands located at Great Northern Road and Second Line East, more commonly known as the rear portion of Civic No. 446 Great Northern Road to be used for one (1) department store only, not to exceed 14,864 sq. m with a maximum of 4,181 sq. m devoted to the display, preparation and storage of food products.

These requirements shall be included in the implementing By-law.

**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**



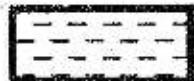
RESIDENTIAL



INDUSTRIAL

PARKS  
RECREATIONAL

COMMERCIAL

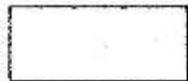


INSTITUTIONAL

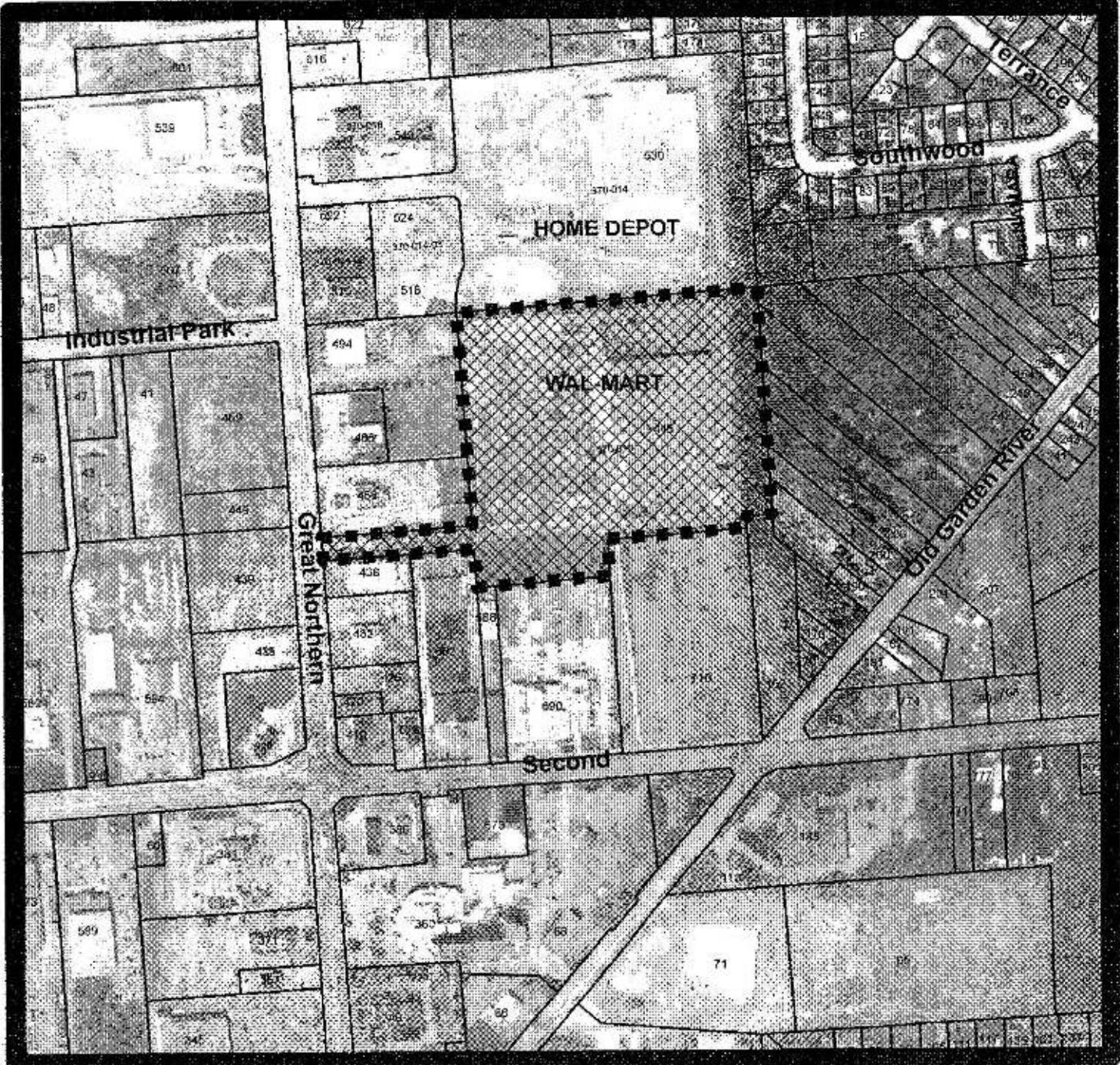


RURAL AREA

SCHEDULE "A" to AMENDMENT No. 153



6(6)(b)



# 2004 ORTHO PHOTO APPLICATION A-18-08-Z-OP

446 Great Northern Road

Metric Scale  
1 : 5000

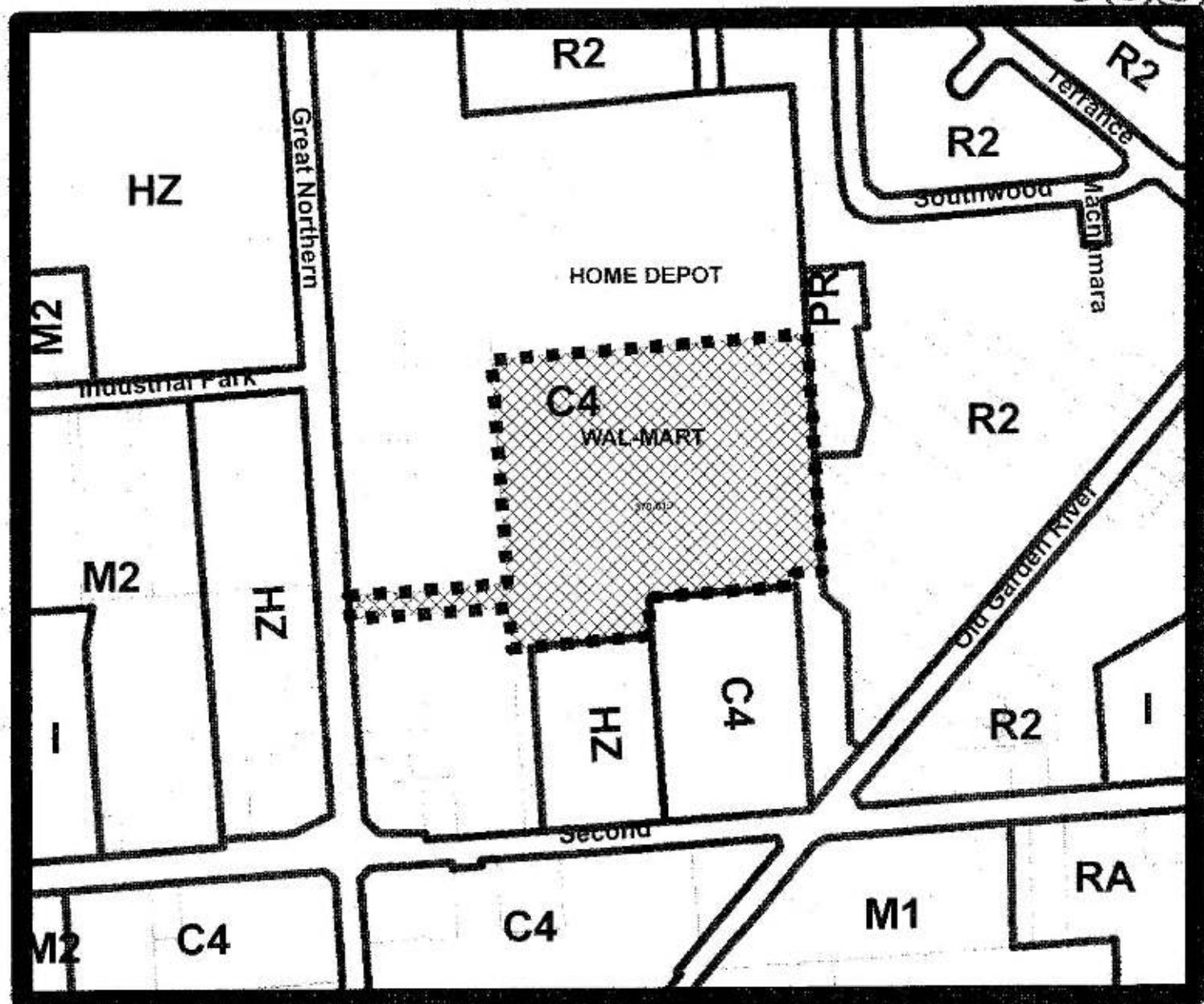


## Legend



Subject Property - 446 Great Northern Road

Maps  
85 & 1-95



# EXISTING ZONING MAP

**APPLICATION A-18-08-Z-OP**

**446 Great Northern Road**

Metric Scale

1 : 5000



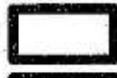
Maps  
85 & 1-95



Subject Property - 446 Great Northern Road



C4 - General Commercial Zone



R2 - Single Detached Residential Zone



HZ - Highway Zone



RA - Rural Area Zone; RAhp



M1 - Light Industrial Zone



I - Institutional Zone



M2 - Medium Industrial Zone



PR - Parks and Recreation Zone

## ALL THE POOP ON FOWL DROPPINGS

- Complaints about goose droppings on Toronto Island and nearby parklands spawned an annual goose round-up by 1975.
- U.S. Department of Agriculture and Fish and Wildlife Service says the Canada goose population in North America has risen fivefold since 1970 to 3.5 million.
- Canada goose droppings, in summer, contain forms of E. coli that are toxic to the digestive system, says the National Wildlife Research Center in Colorado.
- Goose droppings are laden with microbes, which can spread indoors when stepped on. Microbes from dry droppings can be easily inhaled and become lodged in the lungs.
- U.S. Centers for Disease Control in Atlanta warned this year geese are able to spread "superbugs" of risk to human health.
- Recent tests have confirmed "anti-resistant" bacteria in Canada goose droppings.

# Duck, the Canada geese are coming

What began as an urban experiment is now one perpetual hot mess: The goose population is exploding, and experts have found that slowing the birds' breeding is harder than expected

ROBERT ALISON  
SPECIAL TO THE STAR

One summer day in the mid-1960s, a group of wildlife experts got off a ferry at Toronto Island, carrying crates of young Canada geese. Upon finding a green space, they opened the crates, and dozens of goslings ambled to freedom.

Ten years later, wildlife and parks staff crossed the lake again, this time to reverse their plan: corral the geese, place them in crates and truck them away.

Acting on a North American strategy for giving hunters more to shoot at, the Ministry of Natural Resources had hoped the Island's lack of natural predators would allow the birds to thrive.

Thrive they did — and then some. Now Canada is heading toward an urban goose crisis, with many municipalities overrun. The unprecedented growth in the number of geese living permanently in cities here is occurring all over the continent.

Scientists warn the population explosion could have dire consequences for the health of humans and other animals, the environment, and aviation safety.

In the late 1960s, hundreds of Canada geese were introduced at dozens of urban sites in Canada and the United States. It was hoped the birds would spread into rural areas, so they could be hunted on private land.

Instead, most geese remained in built-up areas and by the early

1970s, the ministry and Canadian Wildlife Service were developing strategies to cope with soaring goose numbers.

Complaints about goose droppings on Toronto Island and nearby parklands spawned an annual goose round-up by 1973.

Hundreds of geese were shipped to other parts of Ontario and other provinces for release.

But, according to now-retired wildlife service biologist Darrell Dennis, who helped co-ordinate the program in the 1970s and 1980s, biologists ran out of places to ship them; everybody had enough geese.

Other methods to control the goose population were attempted, including addling of eggs — shaking

According to a recent evaluation by the U.S. Department of Agriculture and Fish and Wildlife Service, the Canada goose population in North America has risen fivefold since 1970, primarily due to a 15-fold increase in the number of geese living in urban areas, from a few hundred to 3.5 million.

The geese comprised 18 per cent of the continental total in 1970; now they account for 67 per cent. Their numbers are growing by 13 per cent annually, a rate that generates a doubling of the population every eight years.

It's little wonder, then, that, according to the U.S. Department of Agriculture, public distaste for the Canada goose has reached "an all-time high."

Skyrocketing populations have prompted several communities to control resident flocks.

In the 1970s, the wildlife service began to issue permits to property owners in Ontario whose crops were being ravaged by foraging Canada geese.

kerosene and/or shaken to kill embryos.

Adults and goslings have been captured and shipped away, as far as the Atlantic provinces. Such techniques are now greatly reduced, however, and in recent years the City of Toronto has dispersed geese at local airports.

But the measures have yet to slow growth of the goose population, which is expected to continue at or near the present rate.

Geese in such numbers are more than a nuisance. Scientists confirm that public health is one of several reasons to be concerned.

"Rapidly increasing populations of urban Canada geese are contaminating recreational areas with pathogenic bacteria that may pose human-health risks," says Larry Clark, a research scientist at the National Wildlife Research Center in Colorado.

Canada goose droppings, in summer, contain forms of E. coli that are toxic to the digestive system, the NWRCC says.

Researchers are probing the ability of Canada geese to act as carriers of pathogens that can infect livestock in agricultural landscapes, as well as turf and track crops, said Clark.

Goose droppings are laden with microbes, which can spread indoors via when the excrement is stepped on. Microbes from dry droppings can be easily inhaled and become lodged in the lungs.

Scott Weese, a researcher at the Ontario Veterinary College in Guelph, has suggested that Canada geese carry drug-resistant bacteria owing to previous exposure to drug-tolerant microbes encountered in areas bactericides are used.

In fact, the U.S. Centers for Disease Control in Atlanta warned this year that Canada geese are capable

## Urban Canada goose populations

According to winter counts, there were virtually no resident Canada geese in urban areas before the 1960s.

YEAR	CANADA	ONTARIO
1970	4,000	1,448
1980	33,590	19,125
1990	75,664	42,562
2000	197,130	129,000
2007	297,965	164,727



SOURCE: National Audubon Society, U.S. Fish and Wildlife Service, Canadian Wildlife Service

of spreading "superbugs" that can be human-health risks.

Recent tests confirmed "anti-resistant" bacteria in Canada goose droppings, even though the geese had never been treated with bacteria-killing drugs.

Recent studies show the birds are also a major threat to aviation. According to the Bird Strike Committee, a U.S.-Canada group that aims to reduce bird and other wildlife hazards to aircraft, Canada geese are the largest birds typically struck by aircraft.

A 2008 U.S. Department of Agriculture report warned, "There is a positive correlation between the annual growth in the resident Canada goose population and the annual number of reported Canada goose strikes."

The number of Canada goose-aircraft collisions in North America quadrupled between 1990 and 1998, and that trend continues, says the Bird Strike Committee.

Robert Alison is a migratory bird specialist and former senior biologist for the Ontario Ministry of Natural Resources.

### Rapidly increasing populations of urban Canada geese are contaminating recreational areas with pathogenic bacteria

LARRY CLARK, SCIENTIST, NATIONAL WILDLIFE RESEARCH CENTER

them vigorously — and dipping eggs in kerosene, to kill embryos, as well as capturing geese to be provided to seniors' residences for food. (Health concerns ended the latter practice, Dennis confirmed.)

A mid-winter Canada goose hunt began in southern Ontario around 1976, but failed to reduce numbers because the geese would not frequent areas where they would be available to hunters.

Roughly 100 such permits are issued per year, in many cases, to farmers and golf courses, to allow harassment of nuisance geese, and in rare instances, destruction.

In 2007, Kelowna and Osoyoos, B.C., applied for wildlife service permits to reduce goose numbers through egg addling, habitat modification and scare techniques.

In the Toronto area, Canada goose eggs have been regularly dipped in

Piper is one of four dogs used by the city's waterfowl management program to herd geese away from 161 kilometres of waterfront parkland, where their droppings

# Dogs on a wild-goose chase

A gaggle of border collies have become Toronto's most rambunctious beach sanitation engineers

**THERESA BOYLE**  
URBAN AFFAIRS REPORTER

Torontonians have Bette Midler to thank for the decrease in goose poop on their beaches.

It was while filming *That Old Feeling* in High Park in 1996 that the actress took note of the overpopulation of Canada geese and their ubiquitous droppings. She mentioned a New Jersey program where border collies herd the geese away to park supervisor Carol Guy.

Next thing Guy knew, Midler and the movie's producers had purchased Lucy Goosey, a border collie pup, as a gift to the city.

The rest is history. Lucy is retired, but Piper, Roy, Dixie and Will are all in the service of the city's waterfowl management program.

The dogs regularly traverse 161 kilometres of waterfront, from the

Pickering border to the edge of Mississauga, on poop patrol, scaring geese away in the interests of preserving water quality.

The average goose produces a kilogram of feces daily, which washes into the lake, boosting phosphorus levels.

"Everybody knows that Lake Ontario is the major source of our drinking water. If you've got poor water quality, that means poor health for a lot of people," Guy said yesterday, while directing Piper to herd geese at a west-end beach.

Geese feces accumulating near the water's edge becomes a potential bacterial hazard that contributes to beach closing, she said.

The dogs' handler has become an expert on goose habits. "They poop every six minutes. They're pooping all the time. That's why we have al-

gae blooms and things like that," Guy remarked.

Not to mention that it's unpleasant for picnickers and beachgoers.

Guy, who hopes to see the program expanded, hands out flyers explaining the problem to anyone encouraging the birds to nest there by feeding them.

Brampton and Oakville have also used dogs to relocate geese. Guy emphasizes the dogs don't chase the geese, but herd them as their ancestors did sheep.

"They're not running at them and they're not barking at them. They're moving them, they're relocating them, to sewage treatment plants and unoccupied green space," she said.

About the time the Divine Miss M made her recommendation on geese control, a friend suggested Guy get a border collie, but she remembers pooh-poaching the idea.

"When this all started, I didn't want a dog, I didn't want anything

to do with a dog," she recalls.

She had no idea how the waterfowl management program would change her life. She now looks back in astonishment and observes the dogs have become her destiny.

All five — including the retired Lucy Goosey — live with her. She and her husband purchased a farm north of Belleville. The dogs practise herding on a flock of sheep.

"I just assumed border collies knew how to do this. I didn't realize you had to train them. And if you don't know how to train them, then you, yourself, have to be trained," Guy explained.

She rents a home in the city to lessen commuting, with the working dogs as constant companions.

For a woman who never envisioned her career going in this direction, Guy said she would have it no other way.

"This is amazing," she said, "to have this kind of partnership with a dog and do this."

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-165

**AGREEMENT:** ( L-37(2)) A by-law to authorize the execution of a Lease Agreement between the City and Algoma Public Health.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a Lease Agreement in the form of Schedule "A" hereto dated January 1, 2008 between the City and Algoma Public Health for the right to occupy portions of First and Sixth floors, Civic 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 8th day of September, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(a)

THIS INDENTURE MADE, in duplicate, this 1st day of January, 2008 (in pursuance of the Short Forms of Leases Act)

BETWEEN: THE CORPORATION OF THE CITY  
OF SAULT STE. MARIE

hereinafter referred to as the "Landlord"

- and -

ALGOMA PUBLIC HEALTH

hereinafter referred to as the "Tenant"

WITNESSETH in consideration of the rents, covenants and agreements hereinafter reserved and contained, the parties agree each with the other as follows:

1. The Landlord hereby leases to the Tenant the following: A portion of the sixth floor deemed to contain 8,900 square feet (as shown on the plan hereto attached as Schedule "A") as well as a portion of the 1<sup>st</sup> floor deemed to contain an area of 2,715 square feet (as shown on the plan hereto attached as Schedule "B") of the Sault Ste. Marie "Civic Centre" also referred to as the "City Hall Building" located at Civic No. 99 Foster Drive in the City of Sault Ste. Marie, in the Province of Ontario.

hereinafter referred to as the "premises",

TO HOLD the premises for and during the term commencing on the First (1) day of January, 2008 and terminating on the Thirty-first (31) day of December, 2009 and then month to month until terminated in accordance with clause 6 (6).

2. The Tenant agrees to pay the Landlord during the term the sum of Two Hundred and Nine Thousand and Seventy (\$209,070) Dollars per year payable in monthly installments of Seventeen Thousand, Four Hundred and Twenty Two (\$17,422.50) Dollars, the first installment to be made on the First (1) day of January, 2008.

Unless the Landlord requires all or any portion of the demised premises for municipal purposes, the Tenant shall have the right to renew the Lease under the same terms, except the right of renewal, and at a rental rate to be negotiated, providing the Tenant gives notice in writing of its intention to do so by first class mail, not later than one year prior to the expiration of this Lease term.

3. (a) In this Section:

- (1) "Operating Costs" shall mean expenditures for the following:

- (A) Heating and Lighting
- (B) Building Maintenance
- (C) Janitorial Services

10(a)

- (D) Service Contracts
  - (E) Grounds Maintenance
  - (F) Insurance
- (2) "Base Year" means January 1st to December 31st, 2008.
- (3) "Subsequent Period" means each one year period commencing on an anniversary of the first day of the base year.
- (4) "Proportionate Share" means 12.22% being the ratio which the area of the premises bears to the total area of the building which is conclusively deemed to be 95,000 square feet.
- (b) If the operating costs for any subsequent period are more than operating costs for the base year, the Tenant shall pay to the Landlord the proportionate share of any such increase. Any amount so payable shall be paid promptly on the presentation of audited operating statements for the subsequent period of the Landlord.
- (c) The Landlord agrees to maintain full records of the aforesaid operating costs together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available to audit and inspection by the Tenant or by persons acting on its behalf and shall allow copies to be made and extracts taken therefrom and shall furnish to the Tenant or such persons acting on its behalf with any information which may be required from time to time in connection with such records.
- (d) The rental rate provided herein is established at Eighteen (\$18.00) Dollars per square foot based on the Landlord's building and property value of Twelve Million, Five Hundred and Ninety Nine Thousand (\$12,599,000.00) Dollars. Should real estate market conditions result in a change in the building and property values in any subsequent period the rental rate shall be adjusted upwards to maintain the current value to income ratio and/or capitalized value of the Landlord's property.

4. The Tenant hereby covenants with the Landlord as follows:

- (1) To pay rent;
- (2) and will not assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Landlord which consent shall not be unreasonably withheld;
- (3) to permit the Landlord or its duly authorized agent at all reasonable times to enter and examine the state of repair of the premises and to make any repairs that the Landlord is liable to make under this Lease.
- (4) and to be responsible for costs of repairs to the premises except those caused by reasonable wear and tear and damage by fire, lightning and tempest and subject to the Landlord's liability to repair as set out in this Lease.
- (5) not to obstruct the entry, corridors and stairways, nor to use them for any other purpose than ingress and egress to and from its offices and will not permit employees or clients of the Tenant to loiter or congregate therein;

- (6) that it will not place a sign or notice on any part of the outside or inside of the building except on doors of offices, bulletin boards and directories;
- (7) that it will not keep animals in or about the premises;
- (8) that at the termination of this Lease it will restore the windows and doors in the demised premises to the same condition as they were at the commencement of this Lease and will deliver all door keys to the Landlord not later than the date of termination.
- (9) that the Tenant and its employees and all persons visiting or doing business with it on the premises shall be bound by and will observe and perform any further reasonable rules and regulations made hereinafter by the Landlord of which notice in writing shall be deemed to be incorporated in and form part of this Lease;
- (10) indemnify the Landlord against all liabilities, costs, fines, suits, claims, demands and actions and causes of action of any kind for which the Landlord may become liable by reason of any act, neglect or default by the Tenant or its servants, employees, agents, sub-lessees or licensees or invitees on the premises;
- (11) to take out and keep in force during the term a policy of public liability and property damage insurance acceptable to the Landlord providing coverage against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and that such policy will name the Landlord as an additional insured thereunder and will protect the Landlord against all claims. It is the Tenant's responsibility to provide annually to the Landlord a certificate of insurance.
- (12) to promptly pay all business and realty taxes assessed against the premises during the term.

5. The Landlord hereby covenants with the Tenant as follows:

- (1) For quiet enjoyment;
- (2) to provide, at its own expense, a sufficient supply of hot and cold water for the premises;
- (3) to replace all worn out lamps and ballasts as the need arises;
- (4) to provide, at its own expense, all things necessary for the purpose of air conditioning the demised premises and to promptly and properly repair and maintain air conditioning apparatus and equipment;
- (5) to heat the demised premises at its own expense to a minimum temperature of Twenty-One (21) degrees Celsius and to repair and maintain all heating equipment;
- (6) to keep the elevators, stairways and passages well and sufficiently lighted and to provide sufficient illumination at desk level;

1D(a)

- (7) to provide and pay for automatic elevator service and to maintain the elevator equipment in good repair;
- (8) to provide and pay for cleaning and janitorial services;
- (9) to provide and pay for removal of snow and ice from the road of the leased premises and from all outside steps and walks leading to and from the demised premises;
- (10) to provide and pay for and maintain lavatory and toilet room accommodation including washroom supplies;
- (11) to remove, at its own expense, all waste paper and material from the demised premises at least once each day;
- (12) to use its best efforts to keep the parking space and access free from snow and ice throughout the term of this Lease;
- (13) to furnish and install, at its own expense, all necessary telephone, buzzer and electrical power outlets, including the boring of holes;
- (14) the Landlord shall well and truly observe and fulfill the lawful provisions and requirements of all Statutes, Regulations By-laws, Rules and Orders relating to the demised premises and for greater certainty, but not so as to restrict the generality of the foregoing, the Landlord covenants to faithfully observe all requirements with respect to electrical wiring, apparatus, and fire protection devices now installed or required to be installed in and for the demised premises from time to time.

6. It is hereby mutually agreed between the Landlord and the Tenant that:

- (1) The Tenant shall be entitled to the use of ten parking spots in the south Civic Centre parking lot. These spots shall be in the area designated for staff parking. It shall be the responsibility of the Tenant to ensure that only ten spots in the south Civic Centre parking lot are used by the employees of the Tenant during the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday.

If the Landlord determines that more than ten parking spots are being used by employees of the Tenant on any particular day or days, the Landlord shall have the option of billing the Tenant in the amount of \$10.00 per day for each space over and above the ten permitted under this Lease.

- (2) If the premises hereby leased are at any time during the said term wholly or partially destroyed by fire or otherwise so as to render them not tenantable, the rent shall forthwith become payable up to the time of such destruction and the Lease shall terminate but if the premises are only partially destroyed, the Lease shall not terminate if the Tenant agrees in writing to continuance thereof and the Landlord forthwith repairs and makes the premises fit for the purposes of the Tenant but the rent reserved up to the time of the said destruction shall forthwith be payable by the Tenant and a proportionate part of the rent shall abate until the premises have been made fit for the purposes of the Tenant.
- (3) In case the rent hereby reserved or any part thereof should be in arrears, or in case default should be made in the fulfilment

10(a)

of any covenant on the part of the Tenant and such condition endures for a period of one (1) calendar month, the Landlord may give to the Tenant a notice in writing requiring the Tenant to remedy the default within a period of thirty (30) days from the date receipt of the said notice and, in the event that the Tenant fails to remedy the said default within such period, the Landlord may enter upon and take possession of the premises or any part thereof in the name of the whole and the same repossess and enjoy as of its former estate and the term hereby granted shall thereupon cease and determine.

- (4) At the termination of this Lease thereof, the Tenant may remove all fixtures installed by it on the premises, all of which are hereby deemed to be its property and, in the event that any property belonging to the Landlord is damaged as a result of any such removal, the Tenant shall pay to the Landlord such compensation as represents the fair actual cost of repairing or replacing the damaged property of the Landlord.
- (5)
  - (a) In this contract "alterations" shall mean changes, alterations, additions and improvements to the premises;
  - (b) the Landlord reserves the right to make any or all alterations, repairs or improvements to the premises as may be requested by the Tenant but such alterations shall be made entirely at the expense of the Tenant and in no case shall alterations be made under this section to the frame and permanent structure;
  - (c) where the Tenant deems it advisable to make alterations under this section, the Tenant shall give to the Landlord written notice of this intention to do so, and on request, shall supply the Landlord with plans of the said proposed alterations;
  - (d) within the twenty-one (21) calendar days of receipt of the notice of contemplation by paragraph (c) the Landlord shall elect to:
    - (i) approve the proposed alterations and such alterations shall become the property of the Landlord absolutely at the termination of this Lease;
    - (ii) require the alterations made under any such proposal to be removed at the termination of this Lease and the premises restored to its original condition prior to alterations being made.
  - (e) failure to make an election within the time specified in paragraph (d) shall be deemed to be an acceptance of the alterations, subject to the terms set out in subparagraph (i) of paragraph (d) of this subsection;
- (6) The Landlord and the Tenant shall have the right to cancel this Lease on giving the other party six (6) months written notice of its intention to do so. Effective date of the notice shall be the first day of the month following receipt of said notice by the Landlord or the Tenant.

1D(a)

- (7) The Tenant shall yield up the premises at the termination of this Lease or any renewal thereof, together with such alterations, if any, as accepted by the Landlord pursuant to subsection 4 (d) (i) or 4 (d) (ii), to the Landlord in good repair subject to reasonable wear and tear, damage from fire, tempest and other casualty and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration; and
- (8) Notice pursuant to this Section and any other notice contemplated by this Lease shall be sufficiently communicated to the Landlord if delivered in person to the City Clerk or sent by registered mail to the Landlord at the following address:

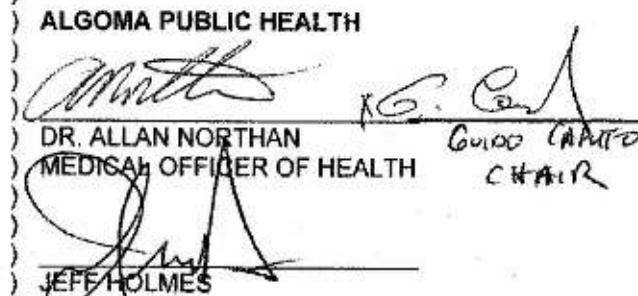
P.O. Box 580  
 Sault Ste. Marie, Ontario,  
 P6A 5N1.

- (9) Notice pursuant to this Section and any other notice contemplated by this Lease shall be sufficiently communicated to the Tenant if delivered in person to the business administrator of the Tenant or sent by registered mail to the business administrator of the Tenant at the following address:

Algoma Public Health  
 6<sup>th</sup> Floor, Civic Center  
 Sault Ste. Marie, Ontario,  
 P6A 5N1.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease the day, month and year first above written.

EXECUTED IN THE PRESENCE OF ) THE CORPORATION OF THE CITY  
 ) OF SAULT STE. MARIE  
 )  
 )  
 )  
 )  
 ) MAYOR - JOHN ROWSWELL  
 )  
 )  
 )  
 ) CLERK - DONNA P. IRVING  
 )  
 )  
 )  
 ) ALGOMA PUBLIC HEALTH  
 )  
 )  
 ) DR. ALLAN NORTHAN  
 ) MEDICAL OFFICER OF HEALTH  
 )  
 )  
 ) JEFF HOLMES  
 ) BUSINESS ADMINISTRATOR  
 )  
 )  
 ) We have authority to bind  
 ) the Algoma Public Health

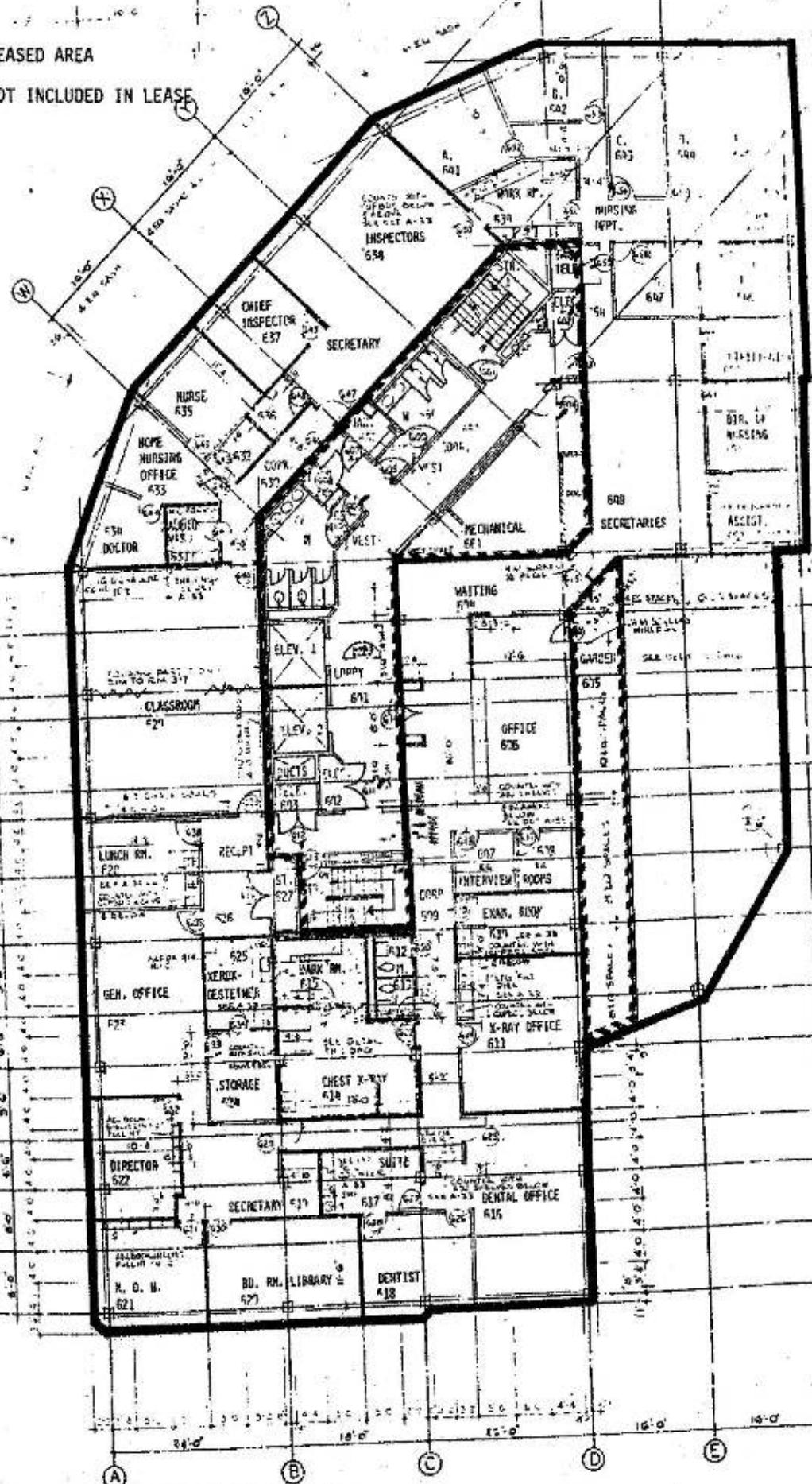


10(a)

## SCHEDULE "A"

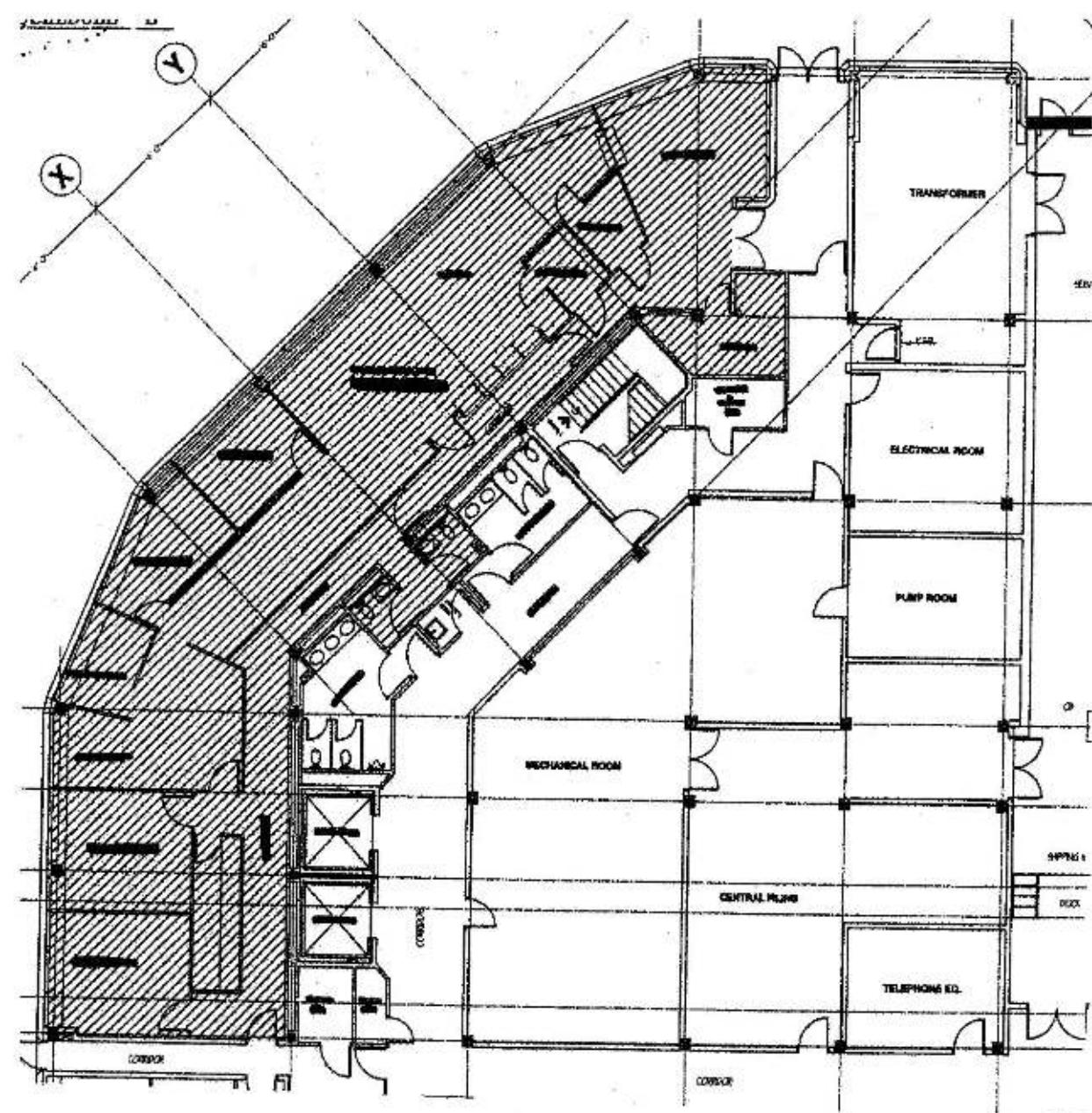
LEASED AREA

NOT INCLUDED IN LEASE



NOTE: LENGTH OF THE PLANS IS 100 FEET  
WIDTH OF THE PLANS IS 100 FEET  
ALL DIMENSIONS ARE IN FEET - 0 INCHES

10(a)



10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2008-166

**AGREEMENT (B.1.2.3):** A by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings.

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 an agreement in the form of Schedule "A" hereto dated the 26<sup>th</sup> day of August, 2008 between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

This by-law takes effect as of September 1, 2008.

Read THREE times and PASSED in open Council this 8<sup>th</sup> day of September, 2008

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

## Schedule "A" to By-Law 2008-166

This Agreement is dated the 26<sup>th</sup> of August, 2008

BETWEEN

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
Hereinafter called the "Township"

OF THE SECOND PART

WHEREAS THE Corporation of the Township of Prince has requested that the City provide technical assistance to the Township in administering the provisions of the Building Code, the Plumbing Code and Township by-laws relating to construction of buildings;

AND WHEREAS the City has agreed to provide such technical assistance subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services ("inspection services") as follows:
  - a) Plans examination and review for compliance with the Building Code and relevant Township building by-laws;
  - b) Written correspondence describing plan deficiencies to applicant and associated parties;
  - c) Analyses of written responses or amended plans resulting from the plan review;
  - d) Written recommendations to the Township regarding matters that pertain to the building permits, i.e. infraction letters;
  - e) Inspections of buildings under construction as required upon notification to the City by the Township; and
  - f) Attendance in court for the purpose of providing evidence on behalf of the Township in the event that the Township undertakes a prosecution arising from an infraction.

2. The said inspection services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.
3. City employees providing inspection services to the Township shall maintain a work log indicating the dates and lengths of time that such employees have performed inspection services and the nature of such services.
4. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division and shall invoice the Township on a bi-annual basis as hereinafter set out.
5. The Township shall appoint by by-law any person(s) employed by the City as its inspectors pursuant to the Building Code Act.

#### COST OF INSPECTION SERVICES

6. (1) The total amount of money paid by the Township for inspection services for residential development shall be Six Thousand Dollars (\$6,000.00) per year for each year of the Agreement. This amount shall comprise the full cost of inspection services inclusive of inspection and clerical duties, mileage and miscellaneous expenses for inspection related to residential development.  
  
(2) For all non-residential development inspection services the Township shall pay to the City \$50.00 per hour for each hour of inspection services provided plus mileage at the rate paid by the City to its CUPE 67 employees.  
  
(3) The amount in paragraphs (1) & (2) of this clause shall be increased annually by an amount equal to the increase in the Consumer Price Index for the preceding calendar year and shall be applied annually on the anniversary date of this Agreement.
7. The Township shall make two payment to the City in the amount invoiced by the City each on September 1<sup>st</sup> and February 1<sup>st</sup> of each year during the term of this agreement.

#### COMMENCEMENT AND TERMINATION OF AGREEMENT

8. This Agreement comes into effect on the 1<sup>st</sup> day of September 2008 and shall conclude on the 31<sup>st</sup> day of August 2011.
9. Either party to this Agreement may terminate this Agreement upon sixty (60) days written notice of termination to the other party. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of inspection services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the inspection services outline in this Agreement.

10(b)

NOTICE

10. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Chief Administrative Officer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

The Administrative  
Corporation of the Township of Prince  
3042 Second Line West  
Sault Ste. Marie, ON P6A 6K4

ENTIRE AGREEMENT

11. This Agreement constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

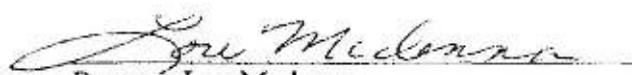
IN WITNESS THEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 1<sup>st</sup> day of September 2008.

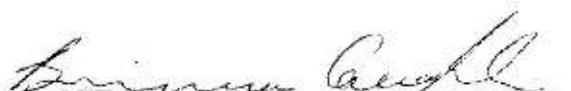
THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
Per:

\_\_\_\_\_  
Mayor – John Roswell

\_\_\_\_\_  
Clerk – Donna Irving

THE CORPORATION OF THE TOWNSHIP OF PRINCE  
Per:

  
\_\_\_\_\_  
Reeve – Lou Madonna

  
\_\_\_\_\_  
Administrator – Brianna Coughlin

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2008-167

**AGREEMENT:** (E.3.4.6) A by-law to authorize an agreement between the City and Stewardship Ontario for funding for the Household Hazardous Waste Program.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 8<sup>th</sup> day of September, 2008 between the City and Stewardship Ontario for funding for the City's Household Hazardous Waste Program.

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 8<sup>th</sup> day of September, 2008.

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MAYOR – JOHN ROWSWELL

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CITY CLERK – DONNA P. IRVING

Note: Due to the volume of the agreement, the main body and Schedule "A" of the agreement have been attached. The full agreement may be viewed at Clerk's Office.

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

**MUNICIPAL HAZARDOUS OR SPECIAL WASTE  
MANAGEMENT SHARED RESPONSIBILITY AGREEMENT**

**THIS AGREEMENT** made in duplicate is effective as of the 8th day of September, 2008.

**B E T W E E N:**

**STEWARDSHIP ONTARIO**

(hereinafter referred to as “Stewardship Ontario”)

- and -

**Corporation of the City of Sault Ste Marie**

(hereinafter referred to as the “Municipality”) *[If not a municipality, the name of the entity will be used, e.g. Eastern Waste Services Board]*

(hereinafter referred to as the “Parties” or singularly as a “Party”)

**WHEREAS:**

A. By letter received by Waste Diversion Ontario on December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario to develop a waste diversion program for municipal hazardous or special waste and that Stewardship Ontario act as the Industry Funding Organization for the program, which requirement was made pursuant to subsection 23(1) of the *Waste Diversion Act 2002* (Ontario);

B. Stewardship Ontario, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan, which was approved for implementation by the Minister of the Environment for the Province of Ontario by letter dated February 19, 2008;

1D(c)

C. The municipal hazardous or special waste program plan provides, *inter alia*, for Stewardship Ontario to arrange for the management of municipal hazardous and special waste which has been collected by municipalities and other collection systems in the Province of Ontario.

**NOW THEREFORE** in consideration of the premises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

#### **1.0 Definitions and Interpretation**

- 1.1 Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2 In this Agreement:
  - (a) **“Act”** means the *Waste Diversion Act, 2002* (Ontario), as amended;
  - (b) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
  - (c) **“Bank of Canada Rate”** means the floating annual rate of interest published from day to day in the GLOBE and MAIL Report on Business in its “Money Rates” column as the “Bank of Canada Overnight Rate”. Should such publication not continue to publish the Bank of Canada Overnight Rate or a substitute rate, then Stewardship Ontario will select a comparable announced rate.
  - (d) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
  - (e) **“Certificate of Approval”** means a legal instrument issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant Section 27 to the *Environmental Protection Act* (Ontario);
  - (f) **“Collection Services”** means all the activities, including those conducted at Depots and Events operated by or on behalf of the Municipality for the purpose of receiving, classifying and storing MHSW including the manifesting of the MHSW after the MHSW is loaded into the transportation vehicle prior to transportation away from the Depot or Event, but not including Value-Added Collection Services;

- (g) **“Commencement Date”** means July 1, 2008;
- (h) **“Depot”** means a collection facility/location, at an address for which a Certificate of Approval has been issued, for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators within the Municipality’s service area;
- (i) **“Event”** means a one-day or other mobile collection event conducted to receive MHSW from the public and/or Exempt Small Quantity IC&I Generators operated for or on behalf of a Municipality;
- (j) **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time, and generates MHSW and that does not generate more than 100 kilograms per month of MHSW;
- (k) **“Generator”** means the operator of a waste generation facility;
- (l) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990, c. M.56, as amended from time to time.
- (n) **“Municipal Hazardous or Special Waste” or “MHSW”** means waste materials defined under Ontario Regulation 542/06 and includes both Municipal Hazardous and Special Waste as defined therein.
- (o) **“Municipal Hazardous or Special Waste Program Plan” or “MHSW Program Plan”** means the waste diversion program approved by the Minister of the Environment on February 19, 2008, pursuant to section 26 of the Act, and any amendments thereto;
- (p) **“MHSW Services”** means Collection Services and Post-Collection Services for Phase 1 MHSW;
- (q) **“Minister”** means the Minister of the Environment for the Province of Ontario;

- (r) **“Minister’s Program Request Letter”** means the Minister’s letter to Waste Diversion Ontario received on December 12, 2006 requesting a waste diversion program for MHSW and directing Stewardship Ontario to act as the Industry Funding Organization;
- (s) **“Phase 1 MHSW”** means MHSW designated as such in the Minister’s Program Request Letter and further defined in the MHSW Program Plan;
- (t) **“Post-Collection Services”** means activities relating to the management of MHSW after the point of Manifesting, including but not limited to transportation of waste from collection facilities, processing, recycling, and disposal of waste and other waste management activities;
- (u) **“Service Provider”** means a third party that provides services to the Municipality in relation to the MHSW Services;
- (v) **“Service Provider Contract”** means the contract between the Municipality and the Service Provider pursuant to which the Service Provider provides some or all of the MHSW Services of the Municipality;
- (w) **“Stewards”** means the persons or companies obligated by Stewardship Ontario to pay fees under the Municipal Hazardous or Special Waste Program Plan;
- (x) **“Value-Added Collection Services”** means additional procedures listed in **Schedule D** which the Municipality has agreed to perform at the time of providing Collection Services, at the request of Stewardship Ontario;
- (y) **“Waste Diversion Program”** means a program referred to in Sections 23 and 25 of the Act.

1.3 In this Agreement,

- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) The word “including” or “includes” shall mean “including [or includes] without limitation”;
- (c) Any reference to a statute shall mean the statute in force as of the date of this Agreement, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

- (d) When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (e) All dollar amounts are expressed in Canadian dollars;
- (f) Any tender of notices or documents under this Agreement shall be made upon the relevant party at the address set out in Section 12.0;
- (g) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (h) Except as specifically defined or provided for in this Agreement, words and abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

1.4 The Parties acknowledge that the recitals to this Agreement are true and correct.

## **2.0 Term of Agreement and Amendment**

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect until three (3) years after that date unless terminated earlier in accordance with Section 14.0 of this Agreement or amended in accordance with Subsection 2.2. This Agreement shall automatically renew for up to two further one (1) year terms, unless either party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 2.2 Subject to hereinafter provided, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and contains all of the representations and warranties, covenants and agreements of the respective Parties and may not be amended or modified except by an instrument executed by all of the Parties hereto.
- 2.3 The Parties recognize that there may be changes to the MHSW Program Plan, in which event, the Parties will, if necessary, amend this Agreement.

### **3.0 The Municipality’s Current MHSW Services Information**

- 3.1 The Municipality represents that **Schedule A** is a complete description of all MHSW Services that are provided by the Municipality as of the date referenced therein. The Municipality shall supply copies of all relevant Certificates of Approval and any amendments thereto to Stewardship Ontario, upon request. The Municipality shall notify Stewardship Ontario when any Certificates of Approval included in **Schedule A** are replaced or amended.
- 3.2 Should the Municipality plan to change the MHSW Services it provides, the Municipality shall notify Stewardship Ontario:
  - (a) at least six (6) months in advance of the date on which MHSW Services will be decreased; or
  - (b) as soon as practicable in advance of the date on which MHSW Services will otherwise be changed or increasedand such notice shall include a revised **Schedule A** which will replace the previous **Schedule A** forming part of this Agreement.
- 3.3 Should changes occur to the MHSW Services provided by the Municipality which are outside of the Municipality's control, the Municipality shall notify Stewardship Ontario as soon as practicable of those changes and such notice shall include a revised **Schedule A** which will replace the previous **Schedule A** forming part of this Agreement.

### **4.0 MHSW Service Provider Information and Contracts**

- 4.1 The Municipality represents that **Schedule B** is a complete description of all contracts to which the Municipality is a party at the time of signing this Agreement for the provision of any MHSW Services and which may continue to be or will be in force during any part of the term of this Agreement. The Municipality shall supply copies of any such contracts to Stewardship Ontario upon request subject to the provisions of MFIPPA.
- 4.2 The Municipality shall not, during the term of this Agreement, amend, enter into or extend any contracts for MHSW Services which are inconsistent with the terms of this Agreement, or without the consent of Stewardship Ontario, which consent shall not unreasonably be withheld. Stewardship Ontario shall be deemed to have given its consent, unless, within fifteen (15) days following receipt of a request for consent, Stewardship Ontario has notified the Municipality that it is withholding its consent along with the reasons therefor. Upon amendment or execution of any such contracts, the Municipality shall deliver to Stewardship Ontario a revised **Schedule B** which will replace the previous **Schedule B** forming part of this Agreement.

- 4.3 The Municipality shall, subject to the obligations of the Municipality under the Service Provider Contracts identified in **Schedule B**, carry out those actions described in **Schedule C** with respect to the provision of MHSW Services, including:
- (a) Amendments to Service Provider Contracts requiring separate pricing for Phase 1 MHSW Post-Collection Services or Value-Added Collection Services;
  - (b) Amendments to Service Provider Contracts pursuant to section 9.3;
  - (c) Early termination or partial termination of certain Service Provider Contracts if the agreement permits termination and where the Municipality and Stewardship Ontario agree that such termination or partial termination should take place in order to achieve the objectives of the MHSW Program Plan; and
  - (d) Tendering processes conducted jointly by Stewardship Ontario and the Municipality, or separately by Stewardship Ontario or the Municipality for future Service Provider Contracts.
- 4.4 Nothing in this Agreement is intended to interfere with the Municipality’s contractual relations with Service Providers.

#### **5.0 Changes and Enhancements to the Municipality’s MHSW Services**

- 5.1 The Parties shall work cooperatively to improve the MHSW Services of the Municipality consistent with the MHSW Program Plan.
- 5.2 The Parties represent that **Schedule D** is a complete description of the changes and improvements to the MHSW Services of the Municipality, as well as the respective commitments of Stewardship Ontario and the Municipality to achieve those changes and improvements, for the time period specified therein.

#### **6.0 Promotion and Education**

- 6.1 The Parties represent that **Schedule E** sets forth the roles and responsibilities of each with respect to promotion and education for MHSW Services.

10(c)

## **7.0 Financial Arrangements**

- 7.1 The Municipality shall submit invoices on a quarterly basis for reimbursable MHSW Services and payment shall be made by Stewardship Ontario to the Municipality in accordance with the provisions of this agreement, including **Schedule F**.
- 7.2 Invoices shall be paid by Stewardship Ontario within thirty (30) days of the date of receipt of the invoice by Stewardship Ontario provided that such invoices are proper, accurate, and not in dispute. Interest shall apply to any amounts unpaid within fifty (50) days of the date of receipt of the invoice by Stewardship Ontario at the Bank of Canada Rate plus 2% per annum.
- 7.3 The Parties represent that Section 7.0, together with **Schedule F**, sets forth all requirements for allowable reimbursement by Stewardship Ontario for MHSW Services provided by Municipalities.

## **8.0 Reporting**

- 8.1 The Municipality shall keep proper books and records in respect of MHSW Services for which the Municipality is reimbursed by Stewardship Ontario in accordance with good business practices and generally approved accounting procedures. These records shall be available at all reasonable times for examination or audit by Stewardship Ontario.
- 8.2 The Municipality shall provide Stewardship Ontario, or such other parties as Stewardship Ontario shall direct, with all the necessary information and reports relating to the collection and management of MHSW, as reasonably required by Stewardship Ontario in support of any claim by the Municipality for reimbursement of expenses pursuant to this Agreement or for purpose of improving MHSW services, including:
  - (a) Quarterly reports: The Municipality, on a quarterly basis, shall provide Stewardship Ontario with information with respect to the following:
    - (i) Summaries of all manifests (for products requiring Manifesting) and other shipping documents (for products not requiring Manifesting) prepared by the Municipality or a Service Provider;
    - (ii) Quantities and type of Phase 1 MHSW managed by the Municipality for Value-Added Collection Services, including, where reasonably available:
      - (A) Number of drums of bulked products;

- (B) Weight or volume of containers remaining after bulking;
  - (C) Weight or volume of crushed oil filters;
  - (D) Reuse quantities; and
  - (E) PCB testing;
- (iii) Information regarding use of Collection Services, including the number of users and category of users;
  - (iv) Information regarding services for Exempt SQGs; and
  - (v) Information regarding disposition of MHSW;
- (b) Annual reports: Upon reasonable request, the Municipality shall report or provide a copy of the part of the Municipality’s Annual Report to the Ministry relating to MHSW for the preceding year;
  - (c) User and other surveys: The Municipality agrees, as a Value-Added Collection Service, to gather information for studies or surveys required by Stewardship Ontario for the purpose of improving the MHSW Program Plan;
  - (d) The Municipality shall submit the reports required under this section in the manner and formats stipulated by Stewardship Ontario; and
  - (e) The Municipality shall keep and preserve throughout the term of this Agreement, and for a period of not less than twenty-four (24) months thereafter, all records, documents, and information relating to this Agreement.

## **9.0 Regulatory and Compliance**

- 9.1 Title to products: The Municipality shall have title to all MHSW from the time when the Municipality accepts the MHSW unless and until the point in time that title has transferred to a Service Provider or other person. At no time will Stewardship Ontario have title to MHSW unless handled directly by Stewardship Ontario employees.
- 9.2 Regulatory compliance: In performing its obligations under this Agreement, the Municipality shall obtain all permits, licenses, authorizations, and approvals required by law and observe and comply with all applicable laws, including any Certificates of Approval issued to the Municipality. The Municipality shall comply with all applicable laws, regulations and safety guidelines relating to the MHSW Program Plan and assist Stewardship Ontario, as required, in providing

information and reports to satisfy regulatory and reporting requirements relating to the MHSW Program Plan. The Municipality shall take all reasonable steps to ensure any Service Providers meet the same requirements.

- 9.3 Program standards: Stewardship Ontario may develop, in consultation with participating municipalities, local boards and municipal associations, and revise from time to time standards or guidelines with respect to MHSW Services, in which case Stewardship Ontario shall provide copies of such standards to the Municipality. The Municipality shall comply, and shall use its best efforts to cause its Service Providers to comply, with any such standards or guidelines. Stewardship Ontario shall be responsible for any additional Phase 1 MHSW Post-Collection Services costs incurred by the Municipality for Post-Collection Services that meet any standards or guidelines revised by Stewardship Ontario after the effective date of this Agreement. Schedule F shall be amended to reflect any additional Phase 1 MHSW Post-Collection Services costs related to any such revised standards or guidelines.
- 9.4 Site visits and audits: Upon reasonable notice, Stewardship Ontario or its agent shall have the right to enter upon any facility utilized by the Municipality for the MHSW Program Plan for the purpose of conducting inspections or compliance audits. The Municipality shall take all reasonable steps to ensure that Stewardship Ontario has the same rights in respect of any Service Provider used by the Municipality. Stewardship Ontario or its agent shall be accompanied by a representative of the Municipality for any such visits or audits. Information obtained by Stewardship Ontario pursuant to such inspections and audits shall be only be used for the purposes of this Agreement.

## **10.0 Indemnity and Insurance**

- 10.1 Indemnity: Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party"), its directors, officers, contractors, employees and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 10.2 The Municipality shall, during the term of the Agreement, self-insure, maintain at its expense and/or require its Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

- 10.3 The Comprehensive General Liability policy of insurance referred to in this section shall include Stewardship Ontario as an additional insured for acts committed by the named insured
- 10.4 Unless the Municipality wholly self-insures, the Municipality shall deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming Stewardship Ontario as an Additional Insured with the following language:

“Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”
- 10.5 The Certificate(s) of Insurance, referred to in subsection 10.4, must also provide that the Municipality shall provide Stewardship Ontario with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **11.0 Assignment**

- 11.1 The Municipality shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Stewardship Ontario, which consent shall not unreasonably be withheld.
- 11.2 Notwithstanding subsection 11.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Stewardship Ontario:
  - (a) From a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) To a municipal service board pursuant to sections 194 to 202 of the *Municipal Act, 2001*, as amended; or
  - (c) To a municipal business corporation pursuant to section 203 of the *Municipal Act, 2001*, as amended.

## **12.0 Notices**

Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Stewardship Ontario or the Municipality shall be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Stewardship Ontario shall be delivered to:

Joyce Barretto, CEO,  
Stewardship Ontario  
26 Wellington Street East  
Toronto, ON M5E 1S2  
Facsimile: Fax: 416-594-3463

Email: [jbarretto@stewardshipontario.ca](mailto:jbarretto@stewardshipontario.ca)

Notices to The Municipality shall be delivered to:

Randall Roy  
Waste Diversion Supervisor  
City of Sault Ste. Marie, On  
705-541-7000 ext 275 P6B4T6

**Attention: Randall Roy**

Facsimile: 705 541-7000 ext 275

Email: [r.roy@cityssm.on.ca](mailto:r.roy@cityssm.on.ca)

Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5 p.m. shall be conclusively deemed to have been given on the day of personal delivery, or facsimile

transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or, if mailed as aforesaid, shall be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered personally). Either party may, at any time, give written notice to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

### **13.0 Dispute Resolution**

- 13.1 If any dispute arises between the Parties as to amounts payable by Stewardship Ontario to the Municipality pursuant to this Agreement the Parties shall resolve the dispute pursuant to the dispute resolution process established by Waste Diversion Ontario, pursuant to section 5(e)(i) of the Act, as amended from time to time and described on Waste Diversion Ontario’s website (<http://www.wdo.ca>).
- 13.2 If any other dispute arises between the Parties out of this Agreement:
  - (a) The Parties shall attempt to resolve the dispute through designated representatives from each of Stewardship Ontario and the Municipality within thirty (30) days upon which written notice of the dispute was first given, or as otherwise agreed upon;
  - (b) If the Parties are unable to resolve the dispute within the above period, the Municipality and Stewardship Ontario shall, within thirty (30) days thereafter, jointly select an arbitrator to arbitrate the dispute; and
  - (c) The arbitrator shall render a decision on the dispute and the award arising there from, in accordance with the *Arbitration Act* (Ontario) or the *Municipal Arbitrations Act* (Ontario), as applicable and as amended from time to time.

### **14.0 Termination**

- 14.1 If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or Stewardship Ontario (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party shall so advise the party giving notice forthwith and provide a revised timeline for remedying the breach. The party giving notice shall notify the

defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.

- 14.2 Notwithstanding subsection 14.1, the Municipality may terminate this Agreement without cause upon delivery of six (6) months written notice to Stewardship Ontario.
- 14.3 Notwithstanding subsection 14.1, Stewardship Ontario may terminate this Agreement immediately upon written notice to the Municipality if:
  - (a) The Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; and
  - (b) A receiver or trustee is appointed for any part of the assets of Stewardship Ontario.
- 14.4 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the Parties after termination.

## **15.0 General Provisions**

- 15.1 All of the terms, covenants, conditions and other provisions contained herein and all of the obligations under or pursuant to this Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 15.2 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 15.4 This Agreement may be executed in counterpart, the counterpart copies of this Agreement together constituting a full, valid and binding Agreement among the Parties hereto.
- 15.5 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.

- 15.6 The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.
- 15.7 No term, condition or provision hereof shall be or be deemed to have been waived by Stewardship Ontario or the Municipality by reason of any act, forbearance, indulgence, omission, or event.
- 15.8 Stewardship Ontario or the Municipality may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 15.9 Any Service Providers engaged by the Municipality to assist in providing MHSW Services shall be required by the Municipality to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 15.10 Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.
- 15.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.
- 15.12 Stewardship Ontario understands that if and whenever and to the extent that the Municipality shall be prevented, delayed or restricted in whole or in part in the fulfillment of any obligations under this Agreement by reason of strikes or work stoppages, failure of any service or utility whether or not under the Municipality's control, or by reason of any statute, law or regulation preventing, delaying or restricting this fulfillment, or inability to obtain any permission from any governmental or other body having jurisdiction, or any cause beyond the Municipality's reasonable ability to control, the Municipality shall have no responsibility or liability for any loss or damage sustained by the Stewardship Ontario by reason thereof.

**16.0 Signatures**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date stated in the Preamble to this Agreement.

**STEWARDSHIP ONTARIO**

Per:

Joyce Barretto, CEO

I/We have authority to bind Stewardship  
Ontario

THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

Per:

Name:

Title: **Mayor - John Rowswell**

Per:

Name:

Title: **City Clerk - Donna P. Irving**

We have authority to bind [Municipality]

## Schedules to Municipal MHSW Shared Responsibility Agreement

**Schedule A – 2008 Services**Municipality Name: Corporation of the City of Sault Ste. MarieAddress: 128 Sackville Rd. City/Town: Sault Ste. Marie Postal Code: P6B 4T6WDO Program Code: 55

Contact Person: Randall Roy Title: Waste Diversion Supervisor

Phone: 705-541-7000 Ext 275 E-mail r.roy@cityssm.on.ca**MHSW Program Information**Population Served: 80098 Total Households Served: 39,868

Households Served:	Single Family	Multi Family
By Curbside	_____	_____
By Depot	30,001	9867
By Event Days	_____	_____

Small Quantity Generators (SQG) Served:  Yes  NoService Area (as per C of A): District of AlgomaProgram delivered by (may be shared): Corporation of the City of Sault Ste. MarieResidential Program:  Free to residents  charge residents (include fee schedule)SQG Program: Free to SQG  charge to SQG (include fee schedule)

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2008-148

**BUILDING:** (B.1.1) A by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie.

Whereas Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended, empowers Council to pass certain by-laws respecting construction, demolition and change of use permits and inspections.

And whereas Section 3.-(1) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended empowers Council to be responsible for the enforcement of the Act in the municipality, excepted where otherwise provided by this Act, 2002;

And whereas from time to time the Chief Building Official and Inspectors for the City of Sault Ste. Marie have been appointed by by-law pursuant to Section 3.(2) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended.

Now therefore, The Corporation of the City of Sault Ste. Marie enacts as follows:

#### 1.0 SHORT TITLE

This By-law may be cited as the "Building By-law".

#### 2.0 DEFINITIONS

In this by-law,

- (a) "Act" means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended;
- (b) "as constructed plans" means as constructed plans as defined in the Building Code;
- (c) "architect" means a holder of a license, a certificate of practice, or a temporary license under the Architect's Act as defined in the building code;
- (d) "building" means a building as defined in Section 1(1) of the Act;
- (e) "building code" means the regulations made under Section 34 of the Act;
- (f) "Chief Building Official" means the Chief Building Official appointed by the by-law of The Corporation of the City of Sault Ste. Marie for the purposes of enforcement of the Act;
- (g) "Corporation" means The Corporation of the City of Sault Ste. Marie; ;
- (h) "farm building" means a farm building as defined in the building code;
- (i) "permit" means written permission or written authorization from the Chief Building Official to perform work regulated by this by-law and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act;
- (j) "plumbing" means plumbing as defined in Section 1(1) of the Act;
- (k) "professional engineer" means a person who holds a license or a temporary license under the Professional Engineer's Act; and
- (l) "prescribed value" means the value as determined by the Chief Building Official, including the value of proposed building or designated structure including the total value of all work, labour, equipment, overhead services and materials with respect to the proposed construction and including all professional and related services.

#### 2.1 Terms not defined in this by-law shall have the meaning ascribed to them in the Act or the Building Code.

##### 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

### **3.0 CLASSES OF PERMITS**

The following classes of permits are described in detail together with their respective fees in Schedule "A" appended to and forming part of this by-law:

- (a) building permit;
- (b) partial permit;
- (c) occupancy permit;
- (d) sewer permit (storm & sanitary);
- (e) sign permit;
- (f) portable sign permit;
- (g) plumbing permit;
- (h) demolition permit;
- (i) change of use permit;
- (k) conditional permit;
- (l) transfer permit; and
- (m) re-inspection permit.

### **4.0 PERMIT APPLICATIONS & ISSUANCE**

#### **4.1 Permit Applications**

The owner or agent shall file an application in writing for any class of Permit to the Chief Building Official, by completing the prescribed form available from the Chief Building Official and shall supply any other information relating to the application deemed as required by the Chief Building Official. The prescribed form shall be as set out in Schedule "C", Form 1 to this By-Law.

#### **4.2 Detail in Application for All Permits**

Every Permit application, with the exception of Change of Use Permit Applications, shall be filed on the prescribed form set out in Schedule "C", Form 1 to this by-law and must:

- (a) identify and describe in detail the work, use and occupancy to be covered by the Permit for which the application is made;
- (b) identify and describe in detail the existing uses and the proposed use(s) for which the premises are intended;
- (c) describe the land on which the work is to be done, by a description that will readily identify and locate the site on which the work covered by the Permit is to occur, e.g. civic address, legal description, lot measurements;
- (d) be accompanied by two (2) sets of plans and specifications as described in Schedule "B" to this by-law;
- (e) be accompanied by the required fees in accordance with Schedule "A" to this by-law;
- (f) state the name, address, telephone number and facsimile number of the Owner, Applicant, architect, engineer or other designer, and the contractor or person hired to carry out the work covered by the Permit;
- (g) in circumstances where Section 1.2. Division C Part 1 of the Building Code applies, be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law;
- (h) include, where applicable, the registration number of the builder or vendor as provided for in the Ontario New Home Warranties Plan Act;
- (i) state the estimated value of the proposed work, including consulting fees, material and labour;
- (j) be signed by the Applicant; and
- (k) include any documents establishing compliance to applicable law as set out in article 1.4.1.3, Division A Part 1, OBC.

#### **4.3 Detail in Application for Demolition Permits**

In addition to the requirements of Section 4.2 of this by-law, every application for a Demolition Permit may, at the discretion of the Chief Building Official:

- (a) require the Applicant to enter into an agreement and provide sufficient financial security, as determined by the Chief Building Official, to allow the municipality to complete the demolition should the Applicant not complete the demolition within the time frame specified in the agreement; and/or
- (b) require the Applicant to fence the demolition site to the satisfaction of the Chief Building Official as described in section 9 of this By-Law.
- (c) in circumstances where Section 1.2. Division C Part 1 of the Building Code applies, be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law.

#### **4.4 Detail in Application for Partial Building Permits**

In addition to the requirements of Section 4.2 of this by-law, every Partial Building Permit application must comply with the following requirements:

- (a) Every Partial Building Permit application must include:
  - (i) an application and the required fees for the entire project; and
  - (ii) plans and specifications covering the part of the work for which more expeditious approval is desired, together with such information, plans and specification pertaining to the remainder of the work as may be required by the Chief Building Official.
- (b) A written statement from the Applicant setting out the time period wherein full plans and specifications and any other such documents which may be required, will be submitted for review and approval of the complete building construction.
- (c) Every Partial Building Permit application shall be subject to conditions as determined by the Chief Building Official and shall not be construed as an authorization of the complete project.
- (d) In circumstances where Section 1.2. Division C Part 1 of the Building Code applies, the Partial Building Permit application shall be accompanied by a signed "Commitment To General Reviews By Architect and Engineers" form as set out in Schedule "C", Form 3 to this by-law.

#### **4.5 Detail in Application for Conditional Building Permits**

In addition to the requirements of Section 4.2 of this by-law, every Conditional Building Permit application must contain:

- (a) a written statement from the Applicant explaining the reasons why the Applicant believes that unreasonable delays in construction would occur if a Conditional Permit is not granted;
- (b) a written acknowledgement from the Applicant of the necessary approvals which must be obtained in respect of the proposed construction and the time period in which such approvals are proposed to be obtained by the Applicant; and,

- (c) a written agreement, in the form provided by the Chief Building Official, executed by the Applicant, the Owner and all other persons that the Chief Building Official considers appropriate for the purposes set out in clause 8.-3(c) of the Act.

#### **4.6 Detail in Application for a Plumbing Permit;**

In addition to the requirements of Section 4.2 of this by-law, every plumbing permit application may contain:

- (a) include plans showing the location of all drain, waste, and vents of proposed plumbing if required by the Chief Building Official;
- (b) plumbing permit may only be granted to a licensed plumbing contractor, or their authorized agent or a owner of a single family dwelling who undertakes the plumbing work on the premises in which he or she resides.
- (c) Exception: No plumbing permit shall be required for:
  - (i) repairing or the replacement of a valve faucet or fixture;
  - (ii) repairing a leak or forcing out a stoppage; or
  - (iii) the replacement of a hot water tank.

#### **4.7 Delegation to Chief Building Official**

The Chief Building Official is authorized to execute the written agreement referred to in Section 4.5(c) of this by-law on behalf of the Corporation where:

- (a) the Applicant has complied with Section 4.5; and,
- (b) The Chief Building Official is satisfied that the compliance required under Section 8 of the Act has been achieved.

#### **4.8 Contents of Agreement**

The Chief Building Official may require financial securities be provided to the Corporation as a condition for issuance of a Conditional Permit.

#### **4.9 Registration of the Agreement**

Where deemed necessary by the Chief Building Official, the agreement referred to in Section 4.5(c) of this by-law may be registered on title to the lands upon which is located or will be located the building (or part of a building) for which the application for Permit has been made.

#### **4.10 Detail in Application for Change of Use Permits**

Every application for a change of use Permit issued under subsection 10-(1) of the Act shall be submitted to the Chief Building Official on a "Change of Use" application form as set out in Schedule "C", Form 2 to this by-law, and must:

- (a) describe the building or part of a building in which the use is to be changed, by a description that will readily identify and locate the building;
- (b) identify and describe in detail the existing and proposed use of the building or parts of the building in which the application for a Permit is made;
- (c) include plans and specifications which show the current and proposed use of all parts of the building, and which contain sufficient information to establish compliance with the requirements of the Building Code including,

floor plans, details of wall, floor and roof assemblies identifying required fire resistance rating and load bearing capacities;

- (d) be accompanied by the required fee; and
- (e) be signed by the Owner or his or her authorized agent; who shall attest or affirm the truth of the contents of the application.

#### **4.11 No Implied Future Permits**

The Chief Building Official shall not, by reason of the issuance of a Conditional Permit or Partial Permit be under any obligation to grant any further Permits.

#### **4.12 Material Changes after Permit Issued**

Should a Permit Holder wish to make any material change to any plan, specification, document or other information on the basis of which the Permit was issued, the Permit holder must file an application for revision to the Permit. The provisions of Sections 4.0 and 5.0 of this by-law apply to the application for revision as if the application was entirely new.

#### **4.13 Incomplete Applications**

All Permit applications must contain the information required pursuant to this Article. In addition, an application is considered to be incomplete where the Chief Building Official determines that the proposed work or change of use will not comply with the Act, the Building Code, or any other applicable law. The Chief Building Official may refuse an application if anything required by this Section or Section 5.1 is omitted or submitted in an incomplete or unsatisfactory state at the time of application.

#### **4.14 Abandoned Applications**

An application for a Permit is considered to have been abandoned by the Applicant where:

- (a) the application is incomplete and remains incomplete six months after it was submitted; or
- (b) the application is complete, a Permit is available to be issued, and six months have elapsed from the date upon which the Corporation made notification of the Permit availability to the Applicant.

#### **4.15 Transfer of Permits**

Where a property, which is the subject matter of a Permit, is sold the new Owner may obtain transfer of the Permit into his or her name only upon completing a Permit application and paying the administrative transfer fee prescribed in Schedule "A" to this by-law. The new Owner shall then be the Permit Holder for the purposes of this by-law, the Act and the Building Code.

#### **4.16 Revocation of Permits**

The Chief Building Official, subject to provisions outlined in subsection 8.-(10) of the Act has the authority to revoke a permit issued under the Act.

**5.0 PLANS AND SPECIFICATIONS****5.1 Submission**

Every applicant shall submit two (2) sets of plans, specifications, documents and other information to enable the Chief Building Official to determine whether the proposed construction, demolition, or change of use conforms to the Act, the Building Code, including but not limited to plans as listed on Schedule "B" and any other applicable law.

**5.2 Site Plans**

Site plans submitted as part of an application for a Permit shall reference a current plan of survey and when required to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of the survey shall be submitted to the Chief Building Official. This requirement may be waived by the Chief Building Official if he/she is able, without having a current plan of survey, to determine whether the proposed work conforms to the Act, the Building Code, and any other applicable law. Site plans must include:

- (a) lot size and dimensions of the property;
- (b) setbacks from existing and proposed buildings to property boundaries and to each other;
- (c) existing and proposed ground levels or grades, elevations of proposed footings and tops of foundations to an established geodetic datum;
- (d) existing rights of way, easements and municipal services; and
- (e) proposed fire access routes and location of hydrant or approved water supply.

**5.3 Legibility**

All plans submitted must be legible and drawn to scale upon paper or other suitable and durable material or electronic media approved by the Corporation.

**5.4 "As Constructed" Drawings**

On completion of the construction of a building, or part of a building, the Chief Building Official may require a set of "as constructed" plans, including a plan of survey showing the location and confirming the elevation of the building.

**5.5 Corporation Property**

Plans and specifications furnished according to this by-law or otherwise required by the Act become the property of the Corporation and will be disposed of or retained in accordance with relevant legislation.

**5.6 Alternative Solutions**

Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an alternative solution, the following documentation shall be provided to the Chief Building Official:

- (a) the solution must identify an applicable objective, functional statement and acceptable solutions;
- (b) describing a basis for past performance, established tests of the solutions or other evaluation of the solution; or

- (c) any other tests standards that provide comparable results to the recognized standards in the Building Code.

## **6.0 FEES AND REFUNDS**

### **6.1 Payment Required**

Fees for the required permit shall be based on the service index as listed in schedule "A" to this by-law. The Applicant shall pay these fees at the time of application. No Permit shall be issued until the fees have been paid in full. Administrative fees imposed after issuance of a Permit are due at the time the service is requested or required.

### **6.2. Changing Permit Fees**

The Corporation, prior to passing a by-law under clause 7 (c) of the Act to introduce or change a fee imposed for applications for permits or for the issuance of permits, shall in accordance with sentence 1.9.1.2. of the Building Code do the following:

- (a) hold at least one public meeting at which any person who attends has an opportunity to make representations with respect to the matter;
- (b) ensure that a minimum of 21 days notice of the public meeting is given to every person and organization that has, within five days before the day of the meeting, requested such notice; and
- (c) ensure that the notice include an estimate of the costs for administering and enforcing the Act, the amount of the fee or any change to the existing fee and the rational for imposing or changing the fee.

### **6.3 Refunds**

In the case of withdrawal, abandonment of an application, or the refusal or revocation of a permit, upon written request, the Chief Building Official shall determine the amount of fees, if any, that may be refunded, in accordance with Schedule "B" to this by-law.

### **6.4 Where Refunds Not Available**

No refund of any portion of the Permit fee paid shall be made in the following circumstances:

- (a) where the calculation in accordance with Section 6.3 of this by-law yields a payment of less than one (\$50.00) dollars;
- (b) where a Permit was revoked (except where the revocation is due to an error by the Corporation); and
- (c) in circumstances where the application has been deemed to have been abandoned in accordance with Section 4.13 of this by-law, and the Applicant has not contacted the Corporation for a period of longer than twelve (12) months.

## **7.0 NOTICE REQUIREMENTS FOR INSPECTIONS**

### **7.1 Notices Under Subsection 1.3.5, Division C Part 1 of the Ontario Building Code:**

- (a) The Permit Holder or authorized agent shall notify the Chief Building Official of readiness for inspection at least two (2) business days in advance of each stage of construction for which notice in advance is mandatory under article 1.3.5.1. of the Building Code. After the mandatory notice has been given, an inspector shall undertake a site inspection not later than two days after the notice is given.
- (b) The Permit Holder or authorized agent shall notify the Chief Building Official of completion as prescribed by Section 11 of the Act or where occupancy is required prior to completion, shall notify the Chief Building Official of readiness for inspection to ensure that the requirements of Section 11 of the Act and subsection 1.3.3, Division C Part 1 of the Building Code are complied with.
- (c) A notice pursuant to this section is not effective until written or oral notice is actually received by the Chief Building Official or his designate.

### **7.2 Additional Notices**

The Permit Holder or authorized agent shall notify the Chief Building Official or his designate of commencement of construction of:

- (a) masonry fireplace; or
- (b) completion of a public pool or public spa.

## **8.0 PRESCRIBED FORMS**

### **8.1** The forms prescribed for use as applications for permits, for orders and for inspection reports shall be as set out in Schedule "C" to this by-law.

## **9.0 CONSTRUCTION DEMOLITION FENCING**

Where in the opinion of the Chief Building Official, if a construction or demolition site presents a hazard to the public, the Chief Building Official may under clauses 7(1) and 7(2) of the Act, require the erection of such fencing as he or she deems necessary to abate the hazard.

### **9.1 FENCING HEIGHT**

The height of the fence shall be a minimum of 1.2 meters (4 feet) to be measured from the highest adjacent grade.

### **9.2 FENCING CONSTRUCTION**

Every fence required under this by-law shall be located on the perimeter of the site as determined by the Chief Building Official as follows;

- (a) if of chain link construction, the chain link shall be fastened to a minimum 1½ inch inside diameter metal bar which is securely fastened to metal posts at not more than 3.0 meter (10 feet) on centre and embedded into the ground to provide rigid support;

- (b) If of wood construction, the exterior face shall be minimum ½ inch exterior grade plywood or OSB or equivalent material that would facilitate climbing. The facing shall be supported by a minimum 4x4 inch posts embedded in the ground at a minimum 2.4 meters on centre to provide rigid support;
  - (c) If the fence is snow fencing or plastic mesh type, the fencing should be securely fastened to steel t-bar posts at 3.0 meters on centre and embedded in the ground to provide a rigid support, and
  - (d) Other materials or methods may be substituted provided in the opinion of the Chief Building Official there is an equivalent degree of safety.
- 9.3 The fence may provide openings sufficient to accommodate access to the site provided these openings are closing off when work at the site has ended for the day.

#### **10.0 SEVERABILITY**

- 10.1 In the event that any portion of this by-law is declared by a court of competent jurisdiction to be invalid the same shall not affect the validity of the remaining provisions of this by-law.

#### **11.0 ENFORCEMENT AND PENALTIES**

##### **11.1 Offences**

Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to the penalties prescribed in Subsections 36(3) to (5) of the Act.

##### **11.2 Collection**

In addition to any penalties imposed through prosecution of an offence pursuant to this by-law, the Corporation is entitled to use all legal means at its disposal to collect the fees applicable pursuant to this by-law. Any and all collection methods lawfully applicable may be relied upon, including placement of unpaid fees on the tax collector's roll for the property in question.

#### **12.0 CODE OF CONDUCT**

- 12.1 In accordance with Clause 7.1(1) of the Act, the required Code of Conduct for the Chief Building Official and inspectors is established as contained in Schedule "D" to this by-law.

#### **13.0 SCHEDULES "A", "B", "C" AND "D"**

Schedules "A", "B", "C", and "D" hereto form part of this by-law.

#### **14.0 REPEAL OF PRIOR BY-LAWS**

- 14.1 The following by-law(s) are repealed:

**15.0 EFFECTIVE DATE**

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

**READ THREE TIMES and PASSED** in open Council this .... day of ....., 2008.

---

MAYOR - JOHN ROWSWELL

---

CLERK - DONNA IRVING

**Schedule A**

2008 09 08

**This schedule A to By-Law No. 2008-148**

- Permit fee shall be based on the formula given below unless otherwise specified in the schedule.

$$\text{Permit fee} = \text{SI} \times \text{A}$$

Where SI = Service index for class of proposed work

A = floor area in m<sup>2</sup> of work involved.

- A minimum fee of \$50.00 shall be charged for all work or if not described below as a Fixed Fee (FF).

**Building Classification**

<b>A. New Construction</b>	Service Index (SI) \$ x 1m <sup>2</sup> unless otherwise Indicated
----------------------------	--

**Group A – (assembly occupancies)**

School, churches-----	16.00
Restaurants-----	16.00
All other assembly-----	16.00

**Group B – (institutional occupancies)**

All types-----	16.00
----------------	-------

**Group C – (residential occupancies)**

Single Dwelling (SFD, townhouse, semi, duplex)-----	13.00
< 3 hour review time-----	11.00
All other multiple units-----	10.00
Hotels, motels -----	12.00

**Group D – (business & personal services occupancies)**

Offices, and all others-----	12.00
Offices and all others – shell only-----	9.00
Interior tenant finishing-----	2.50

**Group E – (mercantile occupancies)**

Retail store shell, department store, supermarkets, all-----	9.00
Other E occupancies-----	2.50

**Group F – (industries occupancies)**

Industrial building shell < 7500 2m-----	6.50
> 7500 2m-----	5.50
Interior tenant finishing-----	3.00
Parking garage-----	4.50
All other F occupancies-----	6.50

**B. Alteration and renovations**

Group A B D -----	3.50
Groups C E F -----	2.50

**C. Demolition**

Group C SFD -----	50.00 ff
All others -----	75.00 ff

**D. Designated structures OBC 2.1.2**

All structures-----	200 ff/structure
---------------------	------------------

**E. Stand alone and miscellaneous work**

Air supported structure-----	3.50
Balcony repairs-----	50 ff
Basement finishing-----	3.00
Basement new -----	300 ff
Canopy, carport-----	6.50
Commercial decks-----	2.00
Emergency lighting-----	50/storey
Equipment foundations-----	2.00
Fire alarms-----	50/storey
Farm buildings-----	3.00
Parking garage repairs-----	3.00
Pools, fencing-----	50.00 ff
Portable classrooms-----	100.00 ff ea
Residing, re-roofing residential-----	50.00 ff
other-----	0.50
Residential decks-----	75.00 ff
Residential attached garage -----	2.00
Residential detached garage <602m-----	100.00 ff
>602m-----	200.00 ff
Roof Structure-----	3.00
Sprinkler, standpipes-----	0.25
Tents < 225m <sup>2</sup> -----	50.00 ff
> 225m <sup>2</sup> -----	200.00 ff
Window replacement-----	2.50/window

**F. Stand alone Mechanical**

Group A,B,C,D,E,F new ductwork & units-----	50.00 ff + .75
Group C residential SFD-----	50.00 ff
New unit-----	50.00/unit
HVAC alterations-----	50.00 ff
Special mechanical system-----	200 ff
Plumbing & drainage-----	10/fixture
Sewer installation-----	50.00 ff

**G. Additional Charges**

Occupancy permit-----	10 ff/unit
Conditional permit-----	100 ff
Change of use permit-----	200 ff
Permit renewal/transfer-----	100 ff
Moving permit-----	50 ff
Re-inspection-----	
Sign-----	50 ff each
Portable signs 2 years-----	60 ff
30 days-----	10 ff
Sign renewal-----	15 ff
Culvert as determined by Public Works & Transportation Dept.	
Curb or sidewalk depression-----	8.00 ff
Certificate of zoning conformity-----	30.00/SFD
-----	60.00/other
File Inquiry-----	30.00/SFD
-----	60.00/others
Removal of work order-----	100 ff

**SCHEDULE "B"**

**This is Schedule "B" to By-law No. 2008-148 respecting  
List of Plans or Working Drawing to accompany applications for permits**

Unless otherwise noted, two sets of the following plans must be submitted

- 1) Site Plan
- 2) Floor Plans
- 3) Foundation Plans
- 4) Framing Plans
- 5) Roof Plans
- 6) Reflected Ceiling Plans
- 7) Sections and Details
- 8) Building Elevations
- 9) Electrical Drawings
- 10) Heating, Ventilation and Air Conditioning Drawings
- 11) Plumbing drawings
- 12) Fire Alarm and Sprinkler Plan.

**Note:** The Chief Building Official may specify that not all the above-mentioned plans be required to accompany an application for a permit.

**REFUNDS**

	<b>Percentage of Fees Eligible for Refund</b>
<b>1. Status of Permit Application</b>	
1) Application filed. Administrative functions only have been performed.	80%
2) Application filed. Administrative and zoning functions only have been performed.	70%
3) Application filed. Administrative, zoning and plan examination functions have been performed.	60%
4) Application filed. Permit issued, no field inspections have been performed subsequent to permit issuance.	50%
5) Additional deduction for each field inspection that had been performed.	10%
<b>2. Notwithstanding paragraph (1) above, no refund shall be made:</b>	
a) of an amount less than \$50.00, and	
b) after a six-month period from the date that a permit has been revoked.	

10(d)

**SCHEDULE "C"****This is Schedule "C" to By-Law No. 2008-148 respecting Forms**

- |        |   |
|--------|---|
| Form 1 | Application for a Permit to Construct or Demolish,<br>incorporates Application for Conditional Permit |
| Form 2 | Application for Change of Use Permit  |
| Form 3 | Commitment To General Reviews By Architect and<br>Engineers   |
| Form 4 | Order Requiring Tests and Samples under Section 18(1)<br>of the Building Code Act, 1992               |
| Form 5 | Order to uncover under Section 13(6) of the Building<br>Code Act, 1992                                |
| Form 6 | Order Not to Cover or Enclose under Section 13(1) of the<br>Building Code Act, 1992                   |
| Form 7 | Order to Comply under Section 12(2) of the Building<br>Code Act, 1992                                 |
| Form 8 | Stop Work Order under Section 14(1) of the Building<br>Code Act, 1992                                 |

## **SCHEDULE "D"**

**This is Schedule "D" to By-Law No. 2008-125 respecting  
Code of Conduct For Chief Building Official and Inspectors  
Pursuant to S.7.1 of the  
Building Code Statute Law Amendment Act, 2002, S.O. 2002 c.9**

### **PURPOSE**

The Code of Conduct applies to the Chief Building Official and Inspectors. The following are the purposes as stated in 7.1-(2) of the Act:

- (a) To promote appropriate standards of behaviour and enforcement actions by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the Ontario Building Code.
- (b) To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the chief building official and inspectors in the exercise of a power or the performance of a duty under this Act or the building code.
- (c) To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under this Act or the building code by the chief building official and inspectors. 2002.c.9, s.12

### **STANDARDS OF CONDUCT**

The Chief Building Official and Inspectors shall:

1. Always act in the public interest, particularly with regard to the safety of building works and structures.
2. Not to act where there may be or where there may reasonably appear to be a conflict between their duties to their employer, their profession, their peers and the public at large.
3. Apply all relevant building laws, codes and standards appropriately and without favour.
4. Perform their inspections and plan review duties impartially and in accordance with professional standards.
5. At all times abide by the highest moral and ethical standards and avoid any conduct, which could bring Building Officials into disrepute.
6. Comply with the provisions of the Building Code Act, the Ontario Building Code and other Acts or Laws, which regulate or govern Building Officials or their functions.
7. Not to act beyond their personal level of competence or outside their area of expertise.
8. Maintain qualification as Building Officials by keeping their knowledge and understanding of best building practices, building laws and Codes current.
9. Extend professional courtesy to all.

### **BREACHES OF THE CODE OF CONDUCT**

The Chief Building Official will review any allegations of breach of this Code of Conduct made against an Inspector. Disciplinary action arising from violations of this Code of Conduct by an Inspector will be taken by The Corporation of the City of Sault Ste. Marie. Any such disciplinary action will be based on the severity of the breach of the Code of Conduct and whether there have been any prior breaches of the Code of Conduct by the particular inspector involved. Any disciplinary action will be in accordance with relevant collective agreements in place and other employment standards.

Where the allegation is against the Chief Building Official, a committee of the senior management team will review the allegation. Disciplinary action arising from violations of this Code of Conduct by the Chief Building Official will be taken by The Corporation of the City of Sault Ste. Marie. Any such disciplinary action will be based on the severity of the breach of the code of Conduct and whether there have been any prior breaches of the Code of conduct by the Chief Building Official. Any disciplinary action will be in accordance with relevant employment standards.

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW NO. 2008-161

**CEMETERIES:** (R.1.2.3.) A by-law to amend By-law 99-208 and to authorize an amendment to the tariff rates for cemetery and crematorium fees by the addition of rates for Section "S" - Holy Sepulchre Columbarium.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the Cemeteries Act (Revised) R.S.O. 1990, Chapter C.4 and amendments thereto and the regulations made thereunder, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 99-208 REPEALED**

Schedule "A" to By-law 99-208 as amended is hereby repealed.

2. **SCHEDULE "A"**

Schedule "A" to this by-law forms a part of this by-law and becomes Schedule "A" to By-law 99-208.

3. **EFFECTIVE DATE**

This by-law takes effect on September 8, 2008.

READ THREE times and PASSED in open Council this 8th day of September 2008.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

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

YEAR 2008 PRICE LIST

## SCHEDULE "A"

10(e)

(Rates do not include G.S.T.)

(Rates include Prov. Lic. Fee)

**SALE OF LOTS**      **LAND**      **CARE & MNTCE**      **PRICE**

a) Adult			
1 grave lot 3.5' x 10.0' (min.)	\$437.00	\$291.00	\$728.00
2 grave lot 7.0' x 10.0' (min.)	\$874.00	\$582.00	\$1,456.00
b) Infant (under 5 years)			
1 grave lot 2.0' x 4.0'	\$174.00	\$115.00	\$289.00
c) Child (5 years to 10 years)			
1 grave lot 2.0' x 6.0'	\$198.00	\$131.00	\$329.00
d) Care and Maintenance Fund			
<i>Lots on which care and maintenance charges have not been paid</i>			\$291.00
<i>This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot)</i>			

**Cremation Lots**

a) 1 grave lot .6m x .6m	\$125.00	\$83.00	\$208.00
b) 2 graves lot .6m x 1.2m	\$250.00	\$166.00	\$416.00

**Cremorial Wall Niches**

a) Rows 1 to 4			
single 10.16cm x 20.36cm front	\$590.00	\$103.00	\$693.00
b) Rows 5 & 6			
single 10.16cm x 20.36cm front	\$536.00	\$100.00	\$636.00
c) Rows 7 & 8			
single 10.16cm x 20.36cm front	\$436.00	\$100.00	\$536.00

**Urn Garden Columbarium "CX" (Extg.)**      **Section A-B-C-D-E-F-G-H-I-J-K**

a) Companion Niches	\$1,259.00	\$222.00	\$1,481.00
b) Single Niches	\$769.00	\$133.00	\$893.00

**Holy Sepulchre Columbarium "HC"**      **Section O-P-Q-R**

a) Companion Niches	\$1,335.00	\$235.00	\$1,570.00
b) Single Niches	\$799.00	\$141.00	\$940.00

**Holy Sepulchre Columbarium "HC" (New Extg.)**      **Section "S"**

a) Companion Niches	\$1,400.00	\$246.00	\$1,646.00
b) Single Niches	\$850.00	\$149.00	\$999.00

**Wall Niches (Mausoleum Phase V11)**      **Section "MJ"**

Single Niche			
a) Rows 2 & 7	\$625.00	\$110.00	\$735.00
b) Rows 4 & 5	\$724.00	\$127.00	\$851.00

**Wall Niches (Mausoleum Phase V111) (Extg.)**      **Sections "ML" & "MM"**

Companion Niches			
a) Rows 1 & 8	\$1,081.00	\$190.00	\$1,271.00
b) Rows 3 & 6	\$1,259.00	\$222.00	\$1,481.00

Single Niches			
a) Rows 1, 2, 6, 7 & 8	\$661.00	\$116.00	\$777.00
b) Rows 4 & 5	\$769.00	\$131.00	\$893.00

**Mausoleum Crypts**      **Sections "MN"**

a) Row 4 (single)	\$4,730.00	\$1,182.00	\$5,912.00
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**Mausoleum Crypts**      **Sections "MO"**

a) Row 1 (single)	\$5,003.00	\$1,250.00	\$6,253.00
b) Rows 2 & 3 (singles)	\$5,981.00	\$1,495.00	\$7,476.00
c) Row 4 (single)	\$4,738.00	\$1,182.00	\$5,912.00
d) Row 1 (companion)	\$8,292.00	\$2,072.00	\$10,364.00
e) Rows 2 & 3 (companion)	\$9,866.00	\$2,466.00	\$12,332.00
f) Row 4 (companion)	\$7,833.00	\$1,958.00	\$9,791.00

10(e)

**Mausoleum Crypts (New)****Sections "MP"**

a) Row 1 (single)	\$5,253.00	\$1,313.00	\$6,566.00
b) Rows 2 & 3 (singles)	\$6,280.00	\$1,570.00	\$7,850.00
c) Row 4 (single)	\$4,967.00	\$1,241.00	\$6,208.00
d) Row 1 (companion)	\$8,706.00	\$2,177.00	\$10,883.00
e) Rows 2 & 3 (companion)	\$10,359.00	\$2,590.00	\$12,949.00
f) Row 4 (companion)	\$8,255.00	\$2,056.00	\$10,281.00

**Mausoleum Crypts (New - Family Units)****Sections "MQ"**

a) Unit 1 (6 singles)	\$34,560.00	\$8,640.00	\$43,200.00
b) Unit 2 (8 singles)	\$44,800.00	\$11,200.00	\$56,000.00

**Interment Charges****With Committal Service in the Chapel****Single Depth****Double Depth**

a) Adult	\$705.00	\$867.00
b) Infant (under 5 years)	\$278.00	\$347.00
c) Child (5 to 10 years)	\$398.00	\$582.00
d) Cremated remains	\$167.00	
e) Entombment in Mausoleum	\$705.00	

**Interment Charges****With Committal Service at the Gravesite****Single Depth****Double Depth**

a) Adult	\$907.00	\$1,189.00
b) Infant (under 5 years)	\$422.00	\$590.00
c) Child (5 to 10 years)	\$601.00	\$751.00
d) Cremated remains	\$268.00	
e) Cremated remains (Columbarium or Mausoleum Niches)	\$268.00	
e) Entombment in the mausoleum	\$907.00	

**Cremation****Resident (at the time of death)**

a) Adult	\$572.00
b) Infant (under 5 years)	\$231.00
c) Child (5 to 10 years)	\$330.00

**Non Resident (at the time of death)**

a) Adult	\$731.00
b) Infant (under 5 years)	\$302.00
c) Child (5 to 10 years)	\$341.00

**Disinterment Charges****Another Gravesite in a  
Municipal Gravesite****Same Gravesite or Removal  
from a Municipal Cemetery**

a) Adult	\$2,079.00	\$1,467.00
b) From single depth to double depth	\$2,264.00	
c) Infant (under 5 years)	\$691.00	\$325.00
d) Child (5 to 10 years)	\$1,005.00	\$676.00
e) Cremated remains	\$335.00	\$191.00
f) Niche to niche	\$179.00	\$179.00
g) From in ground burial to Mausoleum	\$2,148.00	
h) Extra charge if not in concrete container	\$641.00	
i) Extra costs for a container and shipment of a removal from a Sault Ste. Marie Municipal Cemetery to another location shall be the responsibility of the deceased persons representative.		

*\*\* Double Depth Disinterment Are Not Permitted \*\****Additional Miscellaneous Charges**

(Rate do not include tax)

- a) Funerals arriving after 4:00 P.M. - \$135.00 for each half-hour or portion thereof for any funeral or service entering the cemetery after 4:00 P.M.
- b) Saturday Funerals after 1:00 P.M. - \$135.00 for each half-hour or portion thereof for any funeral or service entering the cemetery after 1:00 P.M.
- c) Niche Plate \$213.00 including installation. *Plus applicable taxes.*
- d) Cremations - mailing inside Canada (insured) \$80.00
  - mailing to U.S.A. (insured) \$97.00
  - outside Canada and U.S.A. (insured) \$212.00
- e) Removal of trees or shrubs from lots - there will be a fee of \$44.00 plus tax per tree for the removal of the tree and the repair of the lot where each item has been planted by the interment rights holder.
- f) Additional charges for the handling of wooden shells. \$121.00
- g) Transfer fee \$36.00
- h) Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving. \$110.00
- i) Removal of niche plate from the columbarium for vase installation or extra engraving. \$50.00
- j) Rental of temporary storage facility \$40 per month

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-162

**LICENCE OF OCCUPATION:** ( L-123) A by-law to authorize the execution of a Licence of Occupation between the City and Sault Ste. Marie Horse and Pony Club Inc.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a Licence of Occupation in the form of Schedule "A" hereto dated August 11, 2008 between the City and Sault Ste. Marie Horse and Pony Club Inc. for the right to occupy Strathclair Park and adjacent land.

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 8th day of September, 2008.

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

**NOTICE**

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(f)

## SCHEDULE "A"

**LICENCE TO OCCUPY CITY PROPERTY****THIS LICENCE** made in duplicate this 11<sup>th</sup> day of August, 2008**B E T W E E N:****THE CORPORATION OF THE CITY  
OF SAULT STE. MARIE**

(herein referred to as the "City")

- and -

**SAULT STE. MARIE HORSE AND PONY CLUB INC.**

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property shown on the plan attached as Schedule "A".

This licence is subject to the conditions set out in Schedule "B" attached hereto (which to the extent each condition is or becomes applicable the Licencee covenants to observe) for the period of term years commencing on January 1<sup>st</sup>, 2008 and thereafter from year to year until terminated as provided in Schedule "B" hereto attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

**SIGNED, SEALED AND DELIVERED**) **SAULT STE. MARIE HORSE AND  
PONY CLUB INC.**

) Per:

)

)

) **DISTRICT COMMISSIONER -  
LINDA BRAUNER**

)

)

)

) **VICE DISTRICT COMMISSIONER -  
DEBBIE IRWIN**

)

)

) We have authority to bind the Corporation

) **THE CORPORATION OF THE CITY  
OF SAULT STE. MARIE**

)

)

)

) **MAYOR - JOHN ROWSWELL**

)

)

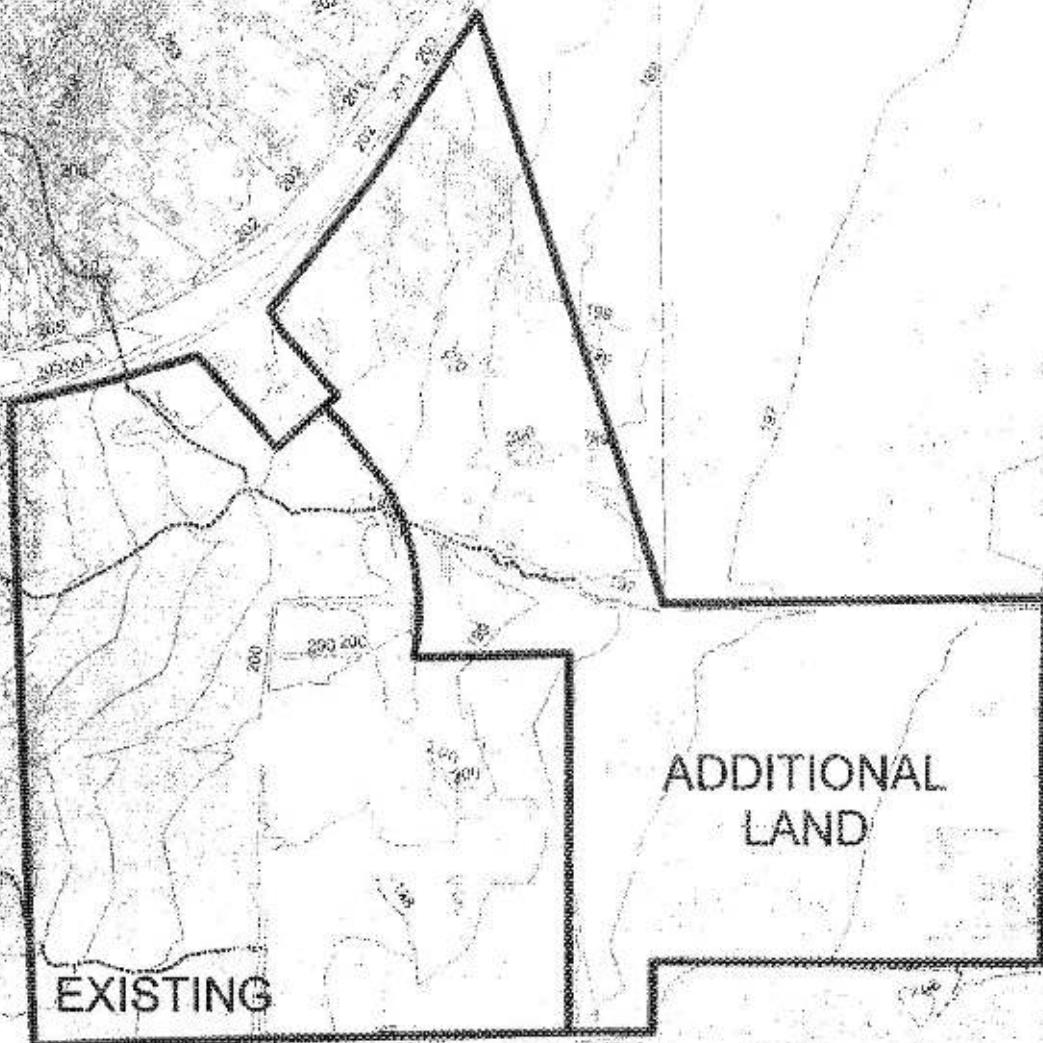
)

) **CLERK - DONNA P. IRVING**

1D(f)

ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION  
AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE AND THE SAULT STE. MARIE HORSE AND PONY CLUB INC.

**SCHEDULE "A"**



**SSM Horse & Pony Club Overview**

- Subplot Property  
Cassiar - 1m Shaded
- INTERMITTENT WATER COURSE
- OPEN WATER COURSE
- Parcel Boundary

The Corporation of the City of Sault Ste. Marie  
Engineering & Planning Department  
Planning Division  
June 23, 2008

This map is for general reference only.  
For official mapping, see the  
Engineering and Planning Department.  
Orthophoto: Spring 2004

0 25 50 100 Meters 1:3,000

ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION  
AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF SAULT STE.  
MARIE AND THE SAULT STE. MARIE HORSE AND PONY CLUB INC.

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City has no obligation to make any improvements or provide any maintenance to the property described in this Licence Agreement.
2. Notices contemplated by this lease shall be sufficiently communicated if given by the City or Licensee in writing by registered letter and shall be deemed given when deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified or to such address as may be substituted therefore by proper notice hereunder.

CITY

Property Manager  
The Corporation of the City of Sault Ste. Marie  
Civic Centre  
P.O. Box 580  
Sault Ste. Marie, Ontario P6A 5N1

LICENCEE

District Commissioner  
Sault Ste. Marie Horse and Pony Club Inc.  
c/o Linda Brauner  
106 Southwood Drive  
Sault Ste. Marie, Ontario P6B 4M1

3. The City or the Licensee may cancel this agreement with respect to the "Additional Property" as shown on Schedule "A" on giving six (6) months written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.
4. This Licence may not be assigned without the written permission of the City.
5. The Licensee will indemnify and save harmless the City from and against all claims including claims by the Licensee and including, without limiting the generality of the foregoing, all claims for personal injury or property damages regardless of the cause and from all costs, counsel fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought thereon.
6. This Licence may not be assigned without the written permission of the City.
7. The Licensee shall keep in force during the term hereof property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount not less than Two Million (\$2,000,000.00) Dollars. Proof of said Insurance shall be filed with the Legal Department of the City of Sault Ste. Marie. The City will be identified on the policy as an additional named insured.
8. The Licensee will not use or permit the use of the said land for any purpose other than for the purpose of the Licensee.
9. The Licensee acknowledges and agrees that it shall maintain and repair, as may become necessary from time to time, the roadway running from the barnyard to Old Garden River Road in a proper, sufficient and workmanlike manner, and solely at its own expense to include all snowplowing operations on the said roadway, as may be necessary.

(10(f))

10. The Licencee shall not make any alterations or improvements on the subject property without prior written approval of the City's Legal Department. All such alterations, additions or improvements shall become the property of the City upon installation and no such installations, improvements or fixtures (except furniture and other portable items) shall be removed without the written consent of the City's Legal Department, given prior to the said removal.
11. The Licencee covenants not to produce on the premises or allow to be brought on the premises any toxic or hazardous substance or any substance which if it were to remain on or escape from the premises would contaminate the premises or any other property in which it came in contact.
12. The Licencee will advertise to the general public the opportunities and advantages of membership in the Sault Horse and Pony Club Inc. at least twice annually.
13. The Licencee at its sole expense shall comply with all laws, orders and regulations of Federal, Provincial and Municipal authorities and with any direction of public offices with respect to the subject property or use or occupation thereof and more particularly, without limiting the generality of the forgoing, to post signs relating to "NO SMOKING IN BARNS", "NO TRESPASSING OVER RESTRICTED AREA"; "NO PARKING", and related measures.
14. The Licencee hereby covenants with the City to indemnify the City from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Licencee, its servants, employees, agents, invitees or licencees in or about the subject property or out of:
  - 1) Any damage to the horses or equipment or other property of the Licencee and of all persons claiming through or under the Licencee howsoever occasioned, except where caused by the negligence of the City, its agents, servants or employees;
  - 2) Any injury to any person or persons occurring on the subject property except where such injury has been caused by the negligence of the City, its agents, servants or employees.
15. The Licencee agrees to pay promptly all charges or costs for heat, water, electricity and other utilities of any nature or kind of all similar costs.
16. The Licencee covenants to permit the City or its duly authorized agents to enter upon and examine the state of repair of the subject property.

SANDY \LEASES\License of Occupation\Horse &amp; Pony Club

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-158

**PARKING:** (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

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

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law

2. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 8<sup>th</sup> day of September, 2008.

MAYOR – JOHN ROWSWELL

**NOTICE**

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CITY SOLICITOR

CITY CLERK – DONNA IRVING

10(g)

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE,BRIAN	ALGOA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD,BOB	FLEMING & SMITH	178 QUEEN ST E, & APARTMENTS
30	RENDELL,VERN	ALGOA CENTRAL PROP	STATION 4/MALL/STATION 4/STATION TOWER
35	DSP,GEREK	NORPRO SECURITY	ST MARY'S PAPER/SAUTL COLLEGE
37	MILLER,ETIENNE	NORPRO SECURITY	ST MARY'S PAPER
59	BARONE,MARCELLO	ALGOA UNIVERSITY	1520 QUEEN ST E
109	SEBECO,JOHN/LUDWIC	DENTAL BUILDING	945 & 211 QUEEN ST E
113	TAY,DR,GARY	ALGOA UNIVERSITY	1520 QUEEN ST E
119	GEE,RICHARD,JOHN	ALGOA UNIVERSITY	1520 QUEEN ST E
130	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK
151	PARR,GEREK,RAYMOND	NORPRO SECURITY	ST MARY'S PAPER
183	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
183	BURRAGGIO,PHILIP,CARMEN	ALGOA CENTRAL PROP	STATION MALL/STATION 4/STATION TOWER
175	DIAGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
179	DAHLOW,LEONARD	ALGOA UNIVERSITY	1520 QUEEN ST E
185	HARIMAN,JASON	ALGOA CENTRAL PROP	STATION 4/MALL/STATION 4/STATION TOWER
186	LALONDE,BRIAN	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK
191	BROWN,STEVEN,GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198	SEABROOK,Laura Lee	ALGOA CENTRAL PROP	STATION MALL/STATION 4/STATION TOWER
238	BECK,DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOA UNIVERSITY
240	MASON,STEPHEN	NORPRO SECURITY	ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP
241	COGHILL,ROBIN	NORPRO SECURITY	ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST/129 SECOND LINE W
249	CHO,LINCA	DR. RAYMOND CHO	71 & 131 EAST ST/129 SECOND LINE W
253	TRAVISON,TERRENCE/TERRY	NORTH EAST SECURITY	BELLIVE MARINA & BONDAR MARINE & PARK
262	ADAM,DINDY	SAULT COLLEGE	SAULT COLLEGE
262	RECOLLECT,NOLLY	NORPRO SECURITY	ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP
267	CORRIERE,JOHN ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOA UNIVERSITY
274	DAVIDSON,JAMES	NORPRO SECURITY	ST MARY'S PAPER/SAUTL COLLEGE/REGENT PROP.
275	FRARE,WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/308 FARWELL TERR
276	SMITH,GENNIS,ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY
286	MURDOCK,IESHIA	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP
297	SWIFF,WMILLIAM,JAMES	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP
298	MANKE,DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME
298	DIMMA,WMILLIAM,GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOA UNIVERSITY
301	COTTINGHAM,EDWARD,ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307	GUREVITCH,JASON	NORTH EAST SECURITY	CAMBRIAN VALLEY/RH CHURCHILL PLAZA/BELLEVUE PARK/XMASIN/STEELBACK
309	PIGEAU,EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
314	ANSEN,PAULINE	KOPRASH BUILDING 881	ONTARIO REALITY CORP/ROBERTA BONDAR PLAZA
315	MCCULLOCH,BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOA UNIVERSITY
321	LORENZO,COREY	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP/ST MARY'S PAPER
330	ONEILL,ROY	RICAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331	HAMILTON,SILVI	RICAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335	GROSSO,DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337	RENNISON,JEFF	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
340	DAMIGIANI,MATTHEW	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
342	PICK,DERNY	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
343	CHILMAN,JOEL	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
344	HARDE,KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL,RONCY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLIVE MARINA
345	HATZLTON,MARGARET	CITY OF SAULT STE MARIE	BELLIVE MARINA
347	BEDELL,LUCAS	CITY OF SAULT STE MARIE	BELLIVE MARINA
348	LEWIS,PETER	NORPRO SECURITY	SAULT COLLEGE/ELGIN TOWER/GROUP HEALTH CENTRE
351	MCROD,JENNIFER	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES
362	O'CONNOR,DANIEL	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES
364	STEEVES,ROBERT	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES/NO
367	BONNETANT,TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
369	COLLINS,LESLIE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
380	HALLIGAN,AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
383	SMELTZER,LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
384	SMELTZER,PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
388	CLUSTON,JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
388	TROINOW,VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOA UNIVERSITY
387	MORIN,NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE
388	WILLET,JORDAN	NORPRO SECURITY	SAULT COLLEGE
389	CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME
390	HANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME
391	LAKE,ROBERT	ON FINNISH HOME ASS.	FINNISH REST HOME
392	BENOIT,ALAIN	ON FINNISH HOME ASS.	FINNISH REST HOME
393	RISBANEK,ANJA	ON FINNISH HOME ASS.	FINNISH REST HOME
394	TAVELLANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
395	FINN,ROBERT	G4S SECURITY	SAULT HOSPITAL
397	BADGERO,PAUL	G4S SECURITY	ALGOA UNIVERSITY
398	SMITH,BENJAMIN	G4S SECURITY	SAULT HOSPITAL
399	MADONE,MATTHEW	G4S SECURITY	SAULT HOSPITAL
400	MARIN,MARTY	G4S SECURITY	SAULT HOSPITAL
401	DEVOE,PATRICE,JEAN	SOLID SECURITY SERVICES	CAMBRIAN MALL
382	HALPIN,MATTHEW	SOLID SECURITY SERVICES	CAMBRIAN MALL
383	DEVOE,DANIEL	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
384	BOREALNICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/DELLEVUE MARINA
385	LOUBERT,JACOB	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
386	MAJOR,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
387	DENNING,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
388	VILLENEUVE,CHRIS	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE

388 SANDIE,KEVIN  
390 DUNK,PAR  
391 MCLEOD,HEIDI

NORPRO SECURITY  
NORPRO SECURITY  
NORPRO SECURITY

ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE  
ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE  
ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE

10(g)

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-159

**PARKING DIVISION:** (P.1.2.4.) A by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the Police Services Act, R.S.O. 1990, chapter P. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

Schedule "A" to by-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

**READ THREE TIMES and PASSED** in Open Council this 8th day of September, 2008.

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MAYOR – JOHN ROWSWELL

**NOTICE**

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CITY SOLICITOR

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CITY CLERK – DONNA IRVING

*10(h)*

SCHEDULE "A"

<b>Don Scott</b>	<b>1</b>
<b>Art Gagnon</b>	<b>7</b>
<b>David Etchells</b>	<b>51 (Mechanic)</b>
<b>Renee Vanderklift</b>	<b>71</b>
<b>Frank Jolicoeur</b>	<b>72</b>
<b>Dan VanBakel</b>	<b>80</b>
<b>Alan Smith</b>	<b>81</b>
<b>Lee Bourdon</b>	<b>82</b>
<b>Robert Lucier</b>	<b>83</b>
<b>Dave Devoe</b>	<b>84</b>
<b>Jan Ritchie</b>	<b>85</b>

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
BY-LAW 2008-156

**TEMPORARY STREET CLOSING:** (S.2.) A by-law to permit the temporary street closing on September 14, 2008 of one lane of Trunk Road and Black for the purpose of the Terry Fox Run.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. TEMPORARY STREET CLOSING OF TRUNK ROAD AND BLACK ROAD**

Council hereby authorizes the closing to vehicular traffic of one lane of Trunk Road starting at the Moose Lodge on Trunk Road and then to the intersection of Second Line and Black Road for the purpose of the Terry Fox Run on September 14<sup>th</sup>, 2008 beginning at 9:00 a.m. and concluding at 12 noon.

**2. EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 8<sup>th</sup> day of September, 2008.

MAYOR – JOHN ROWSWELL

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CITY SOLICITOR

CITY CLERK – DONNA IRVING

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-157

**TRAFFIC:** (S.2.) A by-law being a by-law to amend City Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the Municipal Act, 2001 and amendments thereto **ENACTS** as follows:

1. **SECTION 44 OF BY-LAW 77-200 AMENDED**

Section 44 of By-law 77-200 is amended by deleting the words "The following shall not be deemed to be operating a heavy truck in contravention of section 41" and replacing them with the following:

"Where the driver of a truck is travelling in accordance with section 42 or section 43, the following shall not be deemed to be operating a heavy truck in contravention of section 41:"

2. **SCHEDULE "N" TO BY-LAW 77-200 REPLACED**

Schedule "N" to By-law 77-200 shall be replaced with Schedule "A" to this by-law, which shall form Schedule "N" to By-law 77-200.

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 8th day of September, 2008.

MAYOR – JOHN ROWSWELL

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CITY SOLICITOR

CLERK – DONNA P. IRVING

## SCHEDULE "A" TO BY-LAW 2008-157

SCHEDULE "N" TO BY-LAW 77-200  
(Section 41)

## TRAFFIC REGULATIONS FOR HEAVY TRUCKS

<u>NO</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>PERMITTED TIMES AND DAYS</u>
1.	Allen's Side Road	Second Line West	Third Line West	0700 hrs. to 2000 hrs. Monday to Saturday
2.	Allen's Side Road	Base Line	Second Line West	any time
3.	Base Line	Allen's Side Road	Approx. 1310 m west of Allen's Side Road	any time
4.	Black Road	Second Line East	Old Garden River Road	0700 hrs. to 2000 hrs. Monday to Saturday
5.	Black Road	Second Line East	Trunk Road	any time
6.	Carmen's Way	Second Line East	Queen Street West	any time
7.	Carpin Beach Road	Second Line West	2.4 Km north of Second Line West	0700 hrs. to 2000 hrs.
8.	Cathcart Street	Carmen's Way	West Street	any time
9.	Cathcart Street (west bound only)	Gore Street	Huron Street	0700 hrs. to 2000 hrs. Monday to Saturday
10.	Conmee Avenue	Carmen's Way	approx 275 m easterly	any time
11.	Drive Inn Road	Great Northern Road	Industrial Park Cres	any time
12.	Fifth Line East	Old Goulais Bay Road	Landslide Road	0700 hrs. to 2000 hrs. Monday to Saturday
13.	Fourth Line West	Goulais Avenue	People's Road	0700 hrs. to 2000 hrs. Monday to Saturday
14.	Fourth Line East	People's Road	Great Northern Road	any time

<u>NO</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>PERMITTED TIMES OR DAYS</u>
15.	Goulais Avenue	Second Line West	549 m north of Fourth Line West	0700 hrs. to 2000 hrs. Monday to Saturday
16.	Goulais Avenue	Wallace Terrace	Base Line Road	0700 hrs. to 2000 hrs. Monday to Saturday
17.	Great Northern Road	Second Line East	City Limits	any time
18.	Great Northern Road	Second Line East	McNabb Street	0700 to 2000 hrs. Monday to Saturday
19.	Highway 565	Base Line Road	Airport Entrance	any time
20.	Huron Street	International Bridge Exit	southerly limit	any time
21.	Huron Street (south bound only)	Cathcart Street	International Bridge Entrance	0700 to 2000 hrs. Monday to Saturday
22.	Industrial Park Cres.	Great Northern Road	the northern end	any time
23.	Industrial Court "A"	Industrial Park Cres.	westerly end	any time
24.	Industrial Court "B"	Industrial Park Cres.	westerly end	any time
25.	Korah Road	Lyons Avenue	Second Line West	any time
26.	Landslide Road	Old Garden River Road	Fifth Line East	0700 hrs. to 2000 hrs. Monday to Saturday
27.	Leigh's Bay Road	Second Line West	914 m north of Third Line West	0700 hrs. to 2000 hrs. Monday to Saturday
28.	Lyons Avenue	Wellington Street W.	Korah Road	any time
29.	Maki Side Road	Third Line West	2.4 km north of Third Line West	0700 hrs. to 2000 hrs. Monday to Saturday
30.	McNabb Street	Great Northern Road	Pine Street	0700 hrs. to 2000 hrs. Monday to Saturday
31.	Old Goulais Bay Road	Fourth Line East	61 m north of	0700 hrs. to 2000 hrs.

<u>NO</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>PERMITTED TIMES OR DAYS</u>
			Fifth Line East	Monday to Saturday
32.	Patrick Street	Lyons Avenue	approx 300 m southerly	any time
33.	People's Road	Second Line	Fourth Line	any time
34.	People's Road	Fourth Line	point 549 m north of Fifth Line	0700 hrs. to 2000 hrs. Monday to Saturday
35.	Pim Street	Wellington Street East	McNabb Street	0700 to 2000 hrs. Monday to Saturday
36.	Queen Street	Huron Street	West Street	any time
37.	Sackville Road	White Oak Drive	Second Line East	any time
38.	Second Line	Black Road	Town Line Road	any time
39.	Sixth Line East	Great Northern Road	300 metres east of Great Northern Road	any time
40.	Third Line West	Carpin Beach Road	Goulais Avenue	0700 hrs. to 2000 hrs. Monday to Saturday
41.	Third Line West	People's Road	approx 75 m westerly	any time
42.	Third Line East	Great Northern Road	Peoples Road	any time
43.	Third Line East	Great Northern Road	Black Road	0700 hrs. to 2000 hrs. Monday to Saturday
44.	Trunk Road	Black Road	City Limits	any time
45.	Wallace Terrace	Korah Road	Wilding Avenue	any time
46.	Wallace Terrace	Wilding Avenue	Goulais Avenue	0700 hrs to 2000 hrs Monday to Saturday
47.	Wellington Street West	Lyons Avenue	Carmen's Way	Any time
48.	Wellington Street East	Pim Street	Gore Street	0700 hrs to 2000 hrs Monday to Saturday

(S)(J)

<u>NO</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>PERMITTED TIMES OR DAYS</u>
49.	West Street	Cathcart Street	Queen Street	any time
50.	White Oak Drive	Sackville Road	North Street	any time
51.	Wood Park Ct.	Base Line	southerly Limit	any time
52.	Yates Ave	Allen's Side Rd	easterly end	any time

10(k)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-163

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 248 Wallace Terrace.

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. **248 WALLACE TERRACE – LANDS LOCATED ON THE NORTH SIDE OF WALLACE TERRACE APPROXIMATELY 25 M. EAST OF FARWELL TERRACE; CHANGE FROM R3 TO R3S**

The zone designation on the lands described in section 2 of this by-law, which lands are shown maps 56 and 1-71 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) to R3S (Low Density Residential 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 (272) and heading as follows:

**"2(272) 248 Wallace Terrace**

Despite the provisions of By-law 2005-150, the lands located at the north side of Wallace Terrace approximately 25 m. east of Farwell Terrace and having civic no. 248 Wallace Terrace and outlined and marked "subject property" on the subject property map attached as Schedule "A" hereto is changed from R3 (Low Density Residential) to R3S (Low Density Residential with a "special exception") to permit as an additional permitted use the parking of vehicles in association with the auto body shop located at 252 Wallace Terrace only, subject to the following special conditions:

1. The parking of vehicles is restricted to the rear yard only;
2. An amenity area of at least 40 m<sup>2</sup> shall be maintained on the subject property for use with the existing residential use;
3. Signage in association with any business carried on at 252 Wallace Terrace is prohibited upon the subject property; and
4. Rear yard parking on the subject site shall be completely enclosed by a visually solid fence at least 1.82 m above the established grade."

3. **SCHEDULE "A"**

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

**NOTICE**  
THIS IS A DRAFT DOCUMENT. This document has not been adopted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.  
CITY SOLICITOR

10(K)

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 8<sup>th</sup> day of September, 2008.

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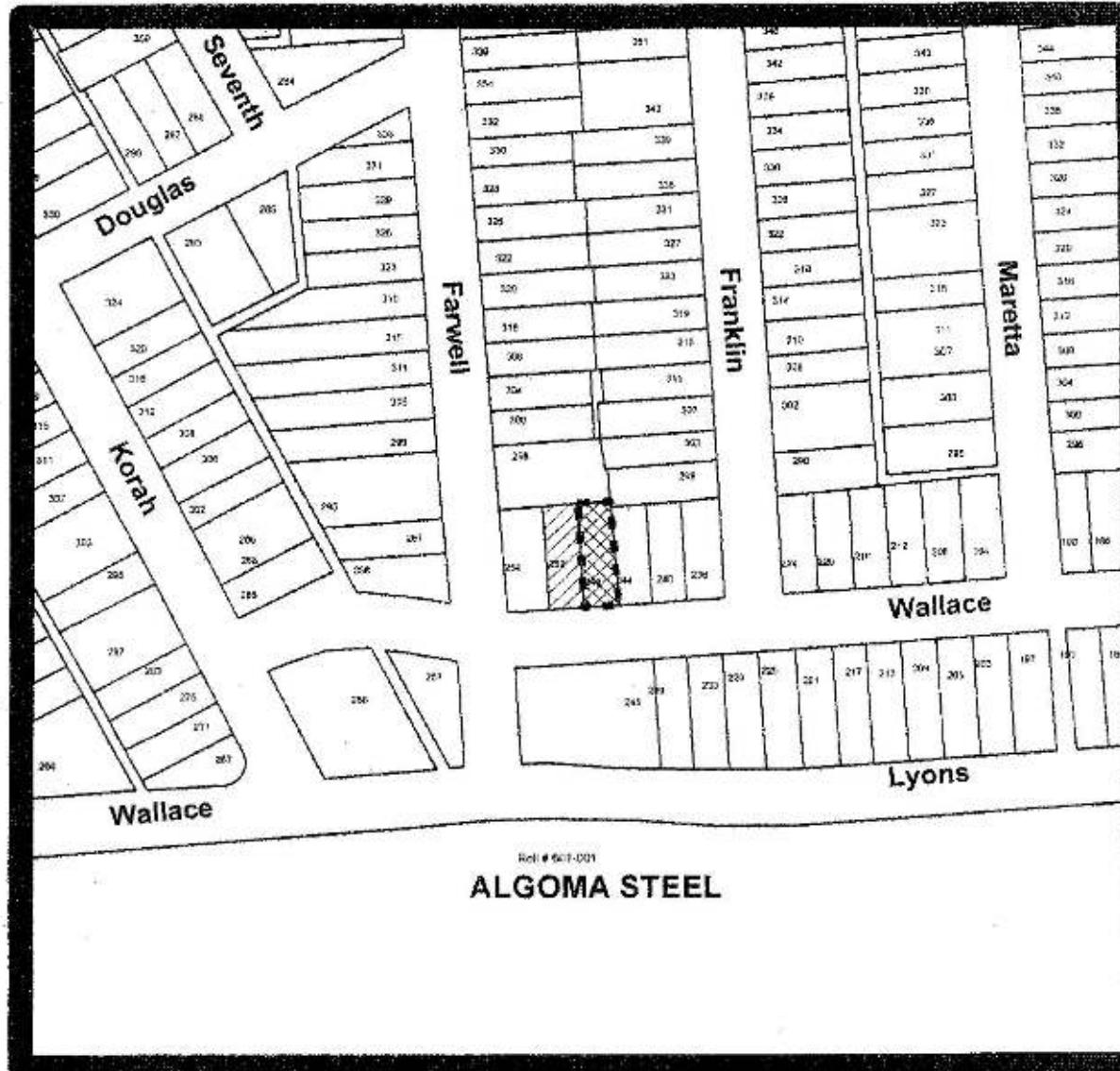
MAYOR - JOHN ROWSWELL

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CITY CLERK - DONNA P. IRVING

10(k)

SCHEDULE "A" TO BY-LAW 2008-163 AND SCHEDULE 272 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2008.



**SUBJECT PROPERTY MAP**  
**APPLICATION A-19-08-Z**  
**248 WALLACE TERRACE**

N  
Metric Scale  
1 : 2000

**Legend**

Subject Property - 248 Wallace Terrace

Affiliated Property - 252 Wallace Terrace

**Maps**  
**56 & 1-71**

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO 2008-164

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 248 Wallace Terrace as an area of site plan control

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

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to Section 41 of the Planning Act, R.S.O. 1990, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Junior Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the Planning Act as amended, for the lands more particularly described in Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefor to penalty provisions as contained in the Planning Act and the Municipal Act.

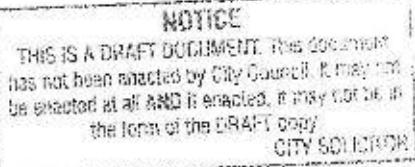
5. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 8th day of September, 2008.

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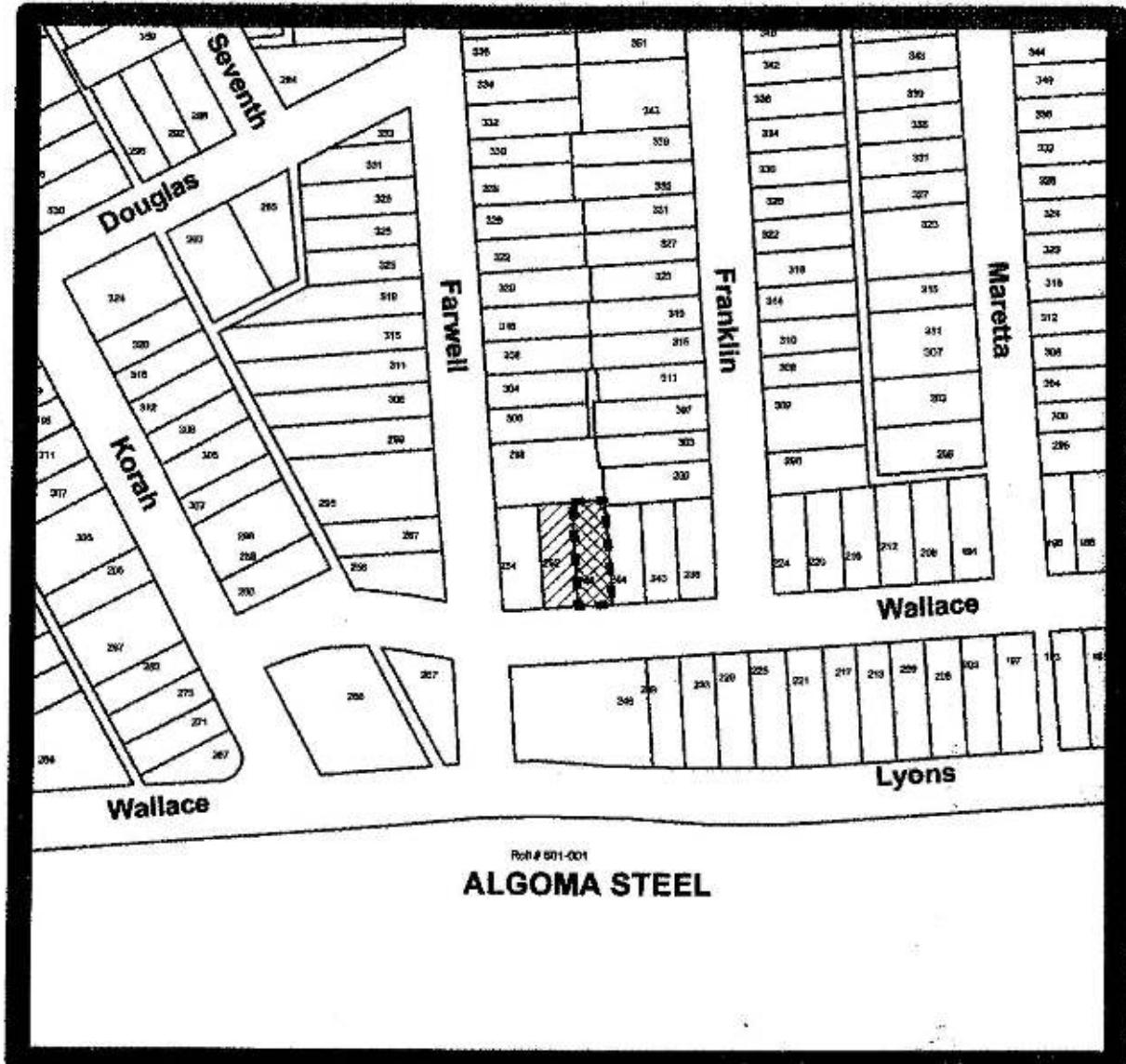
MAYOR – JOHN ROWSWELL



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CLERK – DONNA P. IRVING

SCHEDULE "A" TO BY-LAW 2008-164 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2008.



## **SUBJECT PROPERTY MAP APPLICATION A-19-08-Z 248 WALLACE TERRACE**

### **Legend**



**Subject Property - 248 Wallace Terrace**



**Affiliated Property - 252 Wallace Terrace**

**Metric Scale  
1 : 2000**

**Maps  
56 & 1-71**

