

AGENDA

REGULAR MEETING OF CITY COUNCIL

2008 10 06

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2008 09 22 be approved.

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

3. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for the 2008 10 06 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Jennifer Parrella, Early Years Educator and Professional Development Co-Chair, Association of Early Childhood Educators will be in attendance concerning Proclamation - Early Childhood Educators of Ontario's Week of the Child.
- (b) Christine Mair, Recruitment Coordinator, Children's Aid Society will be in attendance concerning Proclamation - Foster Family Week.
- (c) Robert McLeod, 24 Willow Avenue will be in attendance concerning agenda item 5.(c).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

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

Resolved that all the items listed under date 2008 10 06 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council. The 2007 AMO Annual Report is available for review in the Clerk's Department.
 - (b) Correspondence from the City of Kingston (concerning post secondary institutions and hospitals heads and beds payments instead of property taxes); and the Township of Greater Madawaska (concerning a review of the property tax system) is attached for the information of Council.
 - (c) A letter from Robert McLeod concerning bus drivers announcing bus stops in Sault Ste. Marie is attached for the information of Council.
- Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
- Resolved that the request of Robert McLeod, 24 Willow Avenue concerning bus drivers announcing stops in Sault Ste. Marie BE REFERRED to the Transit Manager for review and report back to City Council.
- (d) A letter from the Minister of the Environment concerning the Shopper Loyalty Program recently launched in Sault Ste. Marie is attached for the information of Council.
 - (e) The Outstanding Council Resolutions List dated 2008 09 22 is attached for the information of Council.
 - (f) A letter of request for a temporary street closing is attached for the consideration of Council.
 - 1) on Queen Street from East to Brock Streets in conjunction with a dedication ceremony in front of Museum (October 25th). The relevant By-law 2008-180 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
 - (g) **Staff Travel Requests**
A report of the Chief Administrative Officer is attached for the consideration of Council.

5. (g) Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 10 06 be approved as requested.

(h) **Property Tax Appeals**

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

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

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 10 06 be approved and the tax records be amended accordingly.

(i) **Financial Report @ June 30, 2008**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

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

Resolved that the report of the Commissioner of Finance and Treasurer dated 2008 10 06 concerning Financial Report @ June 30, 2008 be accepted as information.

(j) **Soo Minor Baseball Association Request for Assistance**

A report of the Commissioner of Community Services on behalf of the Parks and Recreation Advisory Committee is attached for the consideration of Council. This is in response to a Council resolution dated 2008 02 25. Note: A representative of Soo Minor Baseball Association will be in attendance for any questions from Council.

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

Resolved that the report of the Commissioner Community Services on behalf of the Parks and Recreation Advisory Committee dated 2008 10 06 concerning Soo Minor Baseball Association Request for Assistance be accepted and the recommendations that:

1. the annual licence fee for leasing the Sinclair Yards property be reduced from \$100.00 per year to \$1.00 per year; and
2. the City continue the existing practice of operating the concession and transferring the profits to SMBA at the end of each year; and
3. the City cancel the water line agreement and associated fees and in addition, reimburse SMBA the concession profits that were withheld in association with the water line agreement. Concession profits to be reimbursed \$7,606.14; water line costs to be forgiven \$11,034.38; and

5. (j) 4. the invoice associated with parking lot millings be cancelled. Original invoice \$761.63; and
5. the City continue with the existing practice of garbage pickup from Sinclair Yards complex; and
further that staff proceed with extending the agreement with Soo Minor Baseball Association to the year 2020, be approved.

(k) **Maycourt Children's Centre**

A report of the Manager of Municipal Day Care Services is attached for the consideration of Council.

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

Resolved that the report of the Manager of Municipal Day Care Services dated 2008 10 06 concerning Maycourt Children's Centre roof replacement be accepted as information.

(l) **Contract 2008-2E – Reconstruction of Shannon Road Revised Completion Date**

A report of the Design and Construction Engineer is attached for the consideration of Council.

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

Resolved that the report of the Design and Construction Engineer dated 2008 10 06 concerning Contract 2008-2E – Reconstruction of Shannon Road – Revised Completion Date be accepted as information.

(m) **Possible Lane Reconfiguration of Wellington and Queen Street East**

A report of the Director of Engineering Services is attached for the consideration of Council.

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

Resolved that the report of the Director of Engineering Services dated 2008 10 06 concerning Possible Lane Reconfiguration of Wellington Street and Queen Street East be accepted as information.

(n) **Connecting Link – Request for 2009 MTO Allocation**

A report of the Director of Engineering Services is attached for the consideration of Council.

5. (n) Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
Resolved that the report of the Director of Engineering Services dated 2008 10 06 concerning Connecting Link – Request for 2009 MTO Allocation be accepted as information.
- (o) **Great Northern Road Capacity EA – North of Second Line**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2008-176 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (p) **Stormwater Investigative Study – Great Lakes Sustainability Funding**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2008-181 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Request to Purchase 747 Wellington Street West at Second Line**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
Resolved that the report of the City Solicitor dated 2008 10 06 concerning Request to Purchase 747 Wellington Street West at Second Line be accepted and the recommendation that the property be declared surplus, a valuation be obtained and the property be advertised for sale be approved.
- (r) **Lease Renewal – The Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-183 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (s) **Art Gallery of Algoma Lease Extension**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2008-182 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Report of the Downtown Development Initiative Grant Evaluation Committee**
A report of the Planning Division is attached for the consideration of Council.

5. (t) Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
Resolved that the report of the Planning Division dated 2008 10 06 concerning the Downtown Development Initiative – Grant Evaluation Committee be accepted and the Planning Director's recommendation that City Council approve the nine (9) funding requests described in this report be endorsed.
- (u) **Sole Sourcing of Security Surveillance System for Public Works and Transportation Department**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 10 06 concerning Sole Sourcing of Security Surveillance for Public Works and Transportation be accepted and the recommendation that the City sole source the computerized security surveillance system to ATS for the quoted price of \$28,999.74 including taxes be approved.
- (v) **Conferences and Major Special Events Committee**
Funding Request – 2008 World Ringette Championships
A report of the Chair, Conferences and Major Special Events Committee is attached for the consideration of Council. Note: A representative of Tourism Sault Ste. Marie and a representative of the Ringette Organization will be in attendance for any questions from Council.

Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2008 10 06 concerning Funding Request – 2008 World Ringette Championships be accepted and the recommendation that Council authorize providing municipal support for this major sporting event being held at the Essar Centre November 4 to 8, 2008 by providing funding in the amount of \$20,000.00 with funds to come from the Conferences and Major Special Events Fund be approved.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (6) **PLANNING**
- (a) **Application No. A-27-08-Z.OP – Shawn Blevins (Dynamic Roofing) – 1303 Trunk Road – Request to Rezone to Relocate a Roofing Contractor's Yard**
A report of the Planning Division is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
- Resolved that the report of the Planning Division dated 2008 10 06 concerning Application No. A-27-08-Z.OP – Shawn Blevins (Dynamic Roofing) be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 155 and rezone the subject property from "HZ" (Highway) zone to "M2" (Medium Industrial) zone be endorsed.
- (b) **Application No. A-28-08-Z – Tina F. Iuliano – 137 Andrew Street – Request to Rezone to Permit an Office Use (Employment Consulting) to Locate Within the Existing Building**
A report of the Planning Division is attached for the consideration of Council.
- Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
- Resolved that the report of the Planning Division dated 2008 10 06 concerning Application No. A-28-08-Z – Tina F. Iuliano be accepted and the Planning Director's recommendation that City Council approve the request and rezone the subject property from "R3" (Low Density Residential) zone to "CT2" (Commercial Transitional) zone, with a Special Exception reducing the required parking from 8 spaces to 5 spaces, for the employment consulting office use only be endorsed.
7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
- (a) Mover - Councillor S. Butland
Seconder - Councillor J. Caicco
- Whereas bicycles are becoming a more common choice of transportation for a larger segment of the population;
- Be it resolved that bike racks be incorporated into any appropriate zoning applications; and
- Be it further resolved that we attempt to communicate with present institutional, governmental, commercial and industrial facilities to incorporate bike racks into their locations if at all possible.

7. (b) Mover - Councillor S. Butland
Seconder - Councillor T. Sheehan
Be it resolved that Public Works and Transportation Department prepare a report on the advisability and practicality of initiating a program whereby the best of Sault Ste. Marie's residential recyclers are recognized through a "Gold Box" designation.

Note: Hamilton's program is attached for the information of Council.

- (c) Mover - Councillor S. Butland
Seconder - Councillor L. Turco
Be it resolved that Council request an update from Destiny as to the results of the study findings as to establishing a Clinical Research Centre in Sault Ste. Marie. This study was financed by the City and FedNor.
- (d) Mover - Councillor T. Sheehan
Seconder - Councillor S. Myers
Whereas 2008 is the 10th anniversary year of Sault Ste. Marie's Homecoming Event (1998); and
Whereas one of Homecoming's goals was to unite people who had left our community for various reasons with their roots with a purpose of having them move back to their home town Sault Ste. Marie; and
Whereas Homecoming 1998 received great support from the community, the City of Sault Ste. Marie, Economic Development Corporation and senior levels of government; and
Whereas Homecoming created a data base of people who were interested in keeping in touch with their hometown Sault Ste. Marie hopefully with a purpose to start a business, take a job and raise a family;
Now therefore be it resolved that City Council congratulates all who were involved in Homecoming 1998 and further be it resolved that City Council requests that the Economic Development Corporation bring back a report on how our community can undertake Homecoming Two.

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) 2008-176 A by-law to authorize an agreement between the City and Kresin Engineering Corporation for conducting an environment assessment for Great Northern Road capacity between Second Line and Third Line.
A report from the Director of Engineering Services is on the agenda.
- (b) 2008-179 A by-law to authorize an agreement between the City and Kresin Engineering Corporation for professional services in connection with various portions of the multi-use Hub Trail with the municipality.
Approved by Council Resolution on September 22, 2008.
- (c) 2008-181 A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada for funding for the Stormwater Investigative Study.
A report from the Director of Engineering Services is on the agenda.
- (d) 2008-182 A by-law to authorize the execution of a renewal of Lease Agreement between the City and the Art Gallery of Algoma for the building located at 10 East Street in Sault Ste. Marie.
A report from the City Solicitor is on the agenda.
- (e) 2008-183 A by-law to authorize the execution of a renewal of Lease Agreement between the City and the Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society.
A report from the City Solicitor is on the agenda.

STREET ASSUMPTION

- (f) 2008-178 A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

10. **TEMPORARY STREET CLOSING**

- (g) 2008-180 A by-law to permit the temporary street closing of Queen Street from East Street to Brock Street to facilitate a dedication ceremony in front of the Sault Ste. Marie Museum on October 25, 2008.

ZONING

- (h) 2008-177 A by-law to amend Sault Ste. Marie By-law 2005-150 regarding lands located on the South East corner of its intersection with Simpson Street and Wellington Street East, Civic No. 200 Simpson Street (Dorothy M. Modritsch).

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2008 09 22

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, F. Manzo, P. Mick

OFFICIALS: J. Fratesi, D. Irving, J. Dolcetti, D. McConnell, L. Bottos, P. McAuley, R. Travaglini, P. Tonazzo, T. Elgie

1. ADOPTION OF MINUTES

Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2008 09 08 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor B. Hayes

Seconded by Councillor L. Turco

Resolved that the Agenda for the 2008 09 22 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Tracy Willoughby, Director of Services, Children's Aid Society was in attendance concerning Proclamation - Child Abuse and Neglect Prevention Month.
- (b) Lou St. Jules, Public Relations Coordinator, Elks Lodge #341 was in attendance concerning Proclamation - Elks and Royal Purple Oncology Van Program Week.

4. (c) Ellie Love, Co-Run Director was in attendance concerning Proclamation - Breast Health Awareness Month and CIBC Run for the Cure.
- (d) Kathy Lake, representative of Canadian Kennel Club was in attendance concerning Proclamation - Responsible Dog Ownership Week.
- (e) Bob Denham on behalf of Community Soup Kitchen, Salvation Army and Vincent Place was in attendance concerning Proclamation - Fall Harvest Food Drive.
- (f) Dan Fraser, Fire Prevention Officer, Fire Services was in attendance concerning Proclamation - Fire Prevention Week.
- (g) Andre Riopel, World Car Free Day organizer was in attendance concerning agenda item 5.(b).
- (h) Bruce Strapp, C.E.O. and Greg Punch, President, Sault Ste. Marie Economic Development Corporation Board of Directors were in attendance to present the EDC 2007 annual report "Powering a Better Tomorrow" and a new micro website which highlights some EDC projects and opportunities.
- (i) Marilyn Brideaux and Carol Lebrun were in attendance concerning agenda item 5.(u).
- (j) Brian Hamilton, Canadian Food Inspection Agency; and Taylor Scarr, Ministry of Natural Resources were in attendance concerning agenda item 5.(v).
- (k) Allan Ross was in attendance concerning agenda item 6.(6)(b).
- (l) Ken Gilmour was in attendance concerning agenda item 6.(6)(c).
- (m) Frank Provenzano, Rob Fleming, Mark Edwards and Anita Niessen were in attendance concerning agenda item 6.(6)(d).
- (n) Michael Gaudette, President, Safe Communities Partnership was in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Moved by Councillor P. Mick

Seconded by Councillor L. Tridico

Resolved that all the items listed under date 2008 09 22 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) The letter from Andre Riopel, World Care Free Day organizer concerning WCFD on September 22nd was received by Council.
- (c) Correspondence from the Council of Canadians (concerning the Great Lakes St. Lawrence River Basin Compact); Humane Society International/Canada (concerning support for organic free-range eggs and opposition to battery cage egg production); Township of Elizabethtown-Kitley (concerning requesting an amendment to the Assessment Act to exempt municipally-owned property located in neighbouring municipalities from all municipal and education taxes); City of Orillia (concerning continued use of coal generation in Ontario); Municipality of Tweed (concerning requesting government to reduce taxes on petroleum products including provincial road taxes and federal excise tax); and the Town of Fort Erie (concerning public election of all hospital boards and protection of small hospitals in Ontario) was received by Council.
- (d) The letter from Councillor Steve Butland concerning the results of the "Solar Dryer" initiative was received by Council.
- (e) The letter from the Minister of Natural Resources concerning a strategy for preventing and managing human-wildlife conflicts in Ontario was received by Council.
- (f) **Appointment of Acting Mayor**

Moved by Councillor B. Hayes

Seconded by Councillor L. Tridico

Pursuant to Section 242 of the Municipal Act 2001, resolved that Councillor Pat Mick be appointed Acting Mayor during the absence of Mayor John Rowswell for the period September 26th to October 16th (or until Mayor Rowswell's return from vacation). CARRIED.

5. (g) **Council Travel**

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

Resolved that Councillor Lou Turco be authorized to travel to an Association of Municipalities of Ontario (AMO) Board of Directors Meeting being held in Toronto, Ontario (2 days in September) at a cost of \$300.00 to the City. CARRIED.

(h) **Staff Travel Requests**

The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2008 09 22 be approved as requested. CARRIED.

(i) **Comparator Cities**

The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico

Resolved that the report of the Chief Administrative Officer dated 2008 09 22 concerning Comparator Cities be accepted and the recommendation to not select a specific set of comparator cities for all comparisons when dealing with municipal matters and that Council authorize continuing the current practice of doing comparisons with other cities that have the closest 'fit' to Sault Ste. Marie on the matter at hand be approved. CARRIED.

(j) **Canadian Red Cross - Sault Ste. Marie Home Maintenance Snow Removal Program**

The report of the Commissioner of Community Services was accepted by Council.

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

Resolved that the report of the Commissioner of Community Services dated 2008 09 22 concerning Canadian Red Cross - Sault Ste. Marie Home Maintenance Snow Removal Program be accepted as information. CARRIED.

(k) **Request for Financial Assistance for National/International Sports Competitions**

The report of the Manager of Recreation and Culture was accepted by Council.

5. (k) Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Manager of Recreation and Culture dated 2008 09 22 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$400.00 grant to the Mixed Curling Team of Chris Fortin, Caleb Flaxey, Lindsay Miners and Ian Fisher (Canadian Mixed Curling Championships) be approved. CARRIED.
- (l) **Contract 2008-8E - Great Northern Road/Second Line Northeast Quadrant Right Turn Lane - Project Delay**
The report of the Design and Construction Engineer was accepted by Council.
Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Design and Construction Engineer dated 2008 09 22 concerning Contract 2008-8E Great Northern Road/Second Line Northeast Quadrant Right Turn Lane - Project Delay be accepted as information. CARRIED.
- (m) **Infrastructure Building Canada Fund**
The report of the Commissioner of Engineering and Planning was accepted by Council.
Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Commissioner of Engineering and Planning dated 2008 09 22 concerning Infrastructure Building Canada Fund be accepted and the recommendation that Council endorse the Third Line project as a Community Component of the Building Canada Fund and further that approval be given to retain TSH, the project's Consulting Engineer to prepare the funding application for submission be approved. CARRIED.
- (n) **Hub Trail Update**
The report of the Planning Division was accepted by Council.
Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Planning Division dated 2008 09 22 concerning the Hub Trail Update be accepted and the Planning Director's recommendation that Council authorize the re-tendering of Contract 2008-10E (as revised) for construction of the Finn Hill to Pine Street portion of the Hub Trail for winter construction; and that Kresin Engineering be retained to complete all necessary construction drawings and documents for those portions of the Hub Trail as identified in this report at an upset limit of \$120,000.00 excluding G.S.T. be endorsed. CARRIED.

5. (o) **Downtown Development Initiative Laneway Improvements**
The report of the Planning Division was accepted by Council.

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

Resolved that the report of the Planning Division dated 2008 09 22 concerning the Downtown Development Initiative Laneway Improvements be accepted and the Planning Director's recommendation that City Council authorize the inclusion of the Downtown Laneway Improvement Project as part of the 2009 Miscellaneous Construction Contract be endorsed. CARRIED.

- (p) **Pinecrest Apartments Condominium Conversion - 313 MacDonald Avenue**
The report of the Planning Division was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico

Resolved that the report of the Planning Division dated 2008 09 22 concerning the Pinecrest Apartments Condominium Conversion - 313 MacDonald Avenue be accepted and the Planning Director's recommendation that City Council accept this report on the status of the conversion of the Pinecrest Apartment building (313 MacDonald Avenue) to condominiums as information be endorsed. CARRIED.

- (q) **Sale of Property on Bruce Street Between Pim and Melrose Streets**
The report of the City Solicitor was accepted by Council. The relevant By-laws 2008-172 and 2008-173 are listed under Item 10 of the Minutes.

- (r) **Proposed Sale of 444 Sydenham Road**
The report of the City Solicitor was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico

Resolved that the report of the City Solicitor dated 2008 09 22 concerning Proposed Sale of 444 Sydenham Road be accepted and the recommendation that the property be sold to the highest bidder - Odena Reload Centre Ltd. for the offered price of \$21,000.00 be approved. CARRIED.

- (s) **Firearms Discharge By-law - Update**
The report of the City Solicitor was accepted by Council. The relevant By-law 2008-168 is listed under Item 10 of the Minutes.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.

5. (t) **Plowing of Waterfront Boardwalk**
The report of the Commissioner of Public Works and Transportation was accepted by Council.

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

Resolved that the report of the Commissioner of Public Works and Transportation dated 2008 09 22 concerning Plowing of Waterfront Boardwalk be accepted and the recommendation that winter plowing of the bike path from Canal Drive to the Library at an estimated cost of \$15,000.00 annually BE REFERRED to the 2009 Budget Deliberations. CARRIED.

- (u) **Transit Service for the Pawating Place**
The report of the Transit Manager was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor J. Caicco

Resolved that the report of the Transit Manager dated 2008 09 22 concerning Transit Service for Pawating Place be accepted and the recommendation that Transit Services implement the following plan to provide transit service to the Pawating Place area:

1. effective November 3, 2008 the Community Bus to provide service to Pawating Place on Tuesdays and Thursdays with scheduled service at 9:00 a.m.; 10:30 a.m.; 12:00 noon; 2:00 p.m.; 3:30 p.m. and 5:00 p.m.; and
 2. effective the week of January 4, 2009 the Community Bus service to Pawating Place expanded to include Fridays; and
 3. upon completion of the South Market extension project, staff will confirm the possibility of re-routing the McNabb bus to travel north on Lake Street turning left onto Pentagon Boulevard and returning to McNabb Street; and
 4. that staff report back to Council in 9 months on the effectiveness of the pilot community bus service to Pawating Place
- be approved. CARRIED.

- (v) **Emerald Ash Borer**
The report of the Manager of Parks was accepted by Council.

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

Resolved that the report of the Manager of Parks dated 2008 09 22 concerning Emerald Ash Borer (Beetle) be accepted as information. CARRIED.

5. (v) Moved by Councillor B. Hayes
Seconded by Councillor S. Butland
Whereas the Emerald Ash Borer is a wood boring beetle originally native to Asia and which arrived in North America in 2002 in the Windsor/Detroit area; and
Whereas this alien invasive species has been observed attacking and killing all species of ash trees which grow in Ontario; and
Whereas the infestation in Southern Ontario has proven to be highly destructive, with this pest being seen as a major economic and environmental threat to urban and forested areas; and
Whereas the greatest risk of spreading the Emerald Ash Borer is through the movement of ash nursery stock and forest products such as firewood and logs; and
Whereas the first findings of the presence of the Emerald Ash Borer have now been made in Sault Ste. Marie, which has a significant population of ash trees, including those which line Queen Street; and
Whereas City staff have little experience or knowledge in the appropriate management of this pest which has now become a national threat to many urban and forested regions;
Now therefore be it resolved that City Council requests the Canadian Food Inspection Agency and Natural Resources Canada (Canadian Forest Service) with the assistance of the Ontario Ministry of Natural Resources to take the lead role in dealing immediately with this serious problem in Sault Ste. Marie.
CARRIED.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (6) **PLANNING**
- (a) **Application No. A-21-08-Z - D. S. Urso Surveying Ltd. - 309 East Balfour Street - Request to Rezone to Facilitate the Construction of Semi-Detached Residential Units**
The report of the Planning Division was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Planning Division dated 2008 09 22 concerning Application No. A-21-08-Z - D. S. Urso Surveying Ltd. be accepted and the Planning Director's recommendation that City Council DEFER the application to the November 3, 2008 Council Meeting to allow notices outlining the new request to be circulated be endorsed. **CARRIED.**

6. (6)
- (a) Councillor L. Turco declared a pecuniary interest - spouse is a Trustee on Huron Superior Catholic District School Board.
- (b) **Application No. A-22-08-OP - Allan Ross - 755 Airport Road - Request to Amend Official Plan to Facilitate the Creation of One Additional Rural Residential Lot**
The report of the Planning Division was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Resolved that the report of the Planning Division dated 2008 09 22 concerning Application No. A-22-08-OP - Allan Ross be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 154, which facilitates the severance of the subject property by way of a notwithstanding clause to the Rural Area policies, for one (1) additional rural residential lot be endorsed. CARRIED.
- (c) **Application No. A-23-08-Z - Dorothy M. Modritsch - 200 Simpson Street - Request to Rezone to Facilitate the Construction of a Semi-Detached Residential Unit**
The report of the Planning Division was accepted by Council.

Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that the report of the Planning Division dated 2008 09 22 concerning Application No. A-23-08-Z - Dorothy M. Modritsch be accepted and the Planning Director's recommendation that City Council approve the application and rezone the eastern 18.79m (61.64') of the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone to facilitate the construction of a semi-detached dwelling be endorsed. CARRIED.
- (d) **Application No. A-25-08-Z - Palmer Construction Group - 690 Black Road - Request to Rezone to Permit the Existing Contractor's Yard Supporting Heavy and Civil Engineering Construction**
The report of the Planning Division was received by Council.

Moved by Councillor J. Caicco
Seconded by Councillor S. Butland
Resolved that Application No. A-25-08-Z - Palmer Construction Group - 690 Black Road BE AMENDED by approving a 2 year temporary use only for its existing use as a contractor's transfer yard and that the land remain zoned as Rural Area during this period of time. CARRIED.

- Mayor John Rowswell declared a pecuniary Interest - Bethel Bible Chapel is client of engineering firm.

6. (6)
(d) Moved by - Councillor B. Hayes
Seconded by - Councillor L. Tridico
Resolved that the report of the Planning Division dated 2008 09 22 concerning Application No. A-25-08-Z - Palmer Construction Group be accepted and the Planning Director's recommendation that City Council approves the application **as amended**. CARRIED.

Mayor John Rowswell declared a pecuniary Interest - Bethel Bible Chapel is client of engineering firm.
- (e) **Official Plan Review 2008 - Part 1 - Population and Household Projections**
The report of the Planning Division was accepted by Council.

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that the report of the Planning Division dated 2008 09 22 concerning the Official Plan Review 2008, Part 1 - Population and Household Projections be accepted and the Planning Director's recommendation that City Council accept the Population and Household Projections as information be endorsed. CARRIED.
6. (8) - **BOARDS AND COMMITTEES**
- (a) **Safe Community Partnerships: Community Safety Village of Sault Ste. Marie**
The report of Mayor John Rowswell was accepted by Council.

Moved by Councillor J. Caiocco
Seconded by Councillor T. Sheehan
Resolved that the report of Mayor John Rowswell dated 2008 09 22 concerning Safe Communities Partnerships - Community Safety Village of Sault Ste. Marie be accepted and the recommendation that Council support:
1. that staff be requested to identify 2 - 3 acres of land that will eventually be leased for the Community Safety Village project;
2. that this project be provided with some seed money to assist Safe Community Partnerships with professional design services in the amount of \$20,000.00 with the funds to come from Council's Community Fund be approved. CARRIED.

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

- (a) Moved by Councillor P. Mick
Seconded by Councillor S. Myers
Whereas the City of Sault Ste. Marie strives to increase ridership on public transit; and
Whereas more funding has been made available through the gas tax rebate plan; and
Whereas Pawating Place is comprised of 80 units and was promised service in the past; and
Whereas Pawating Place is the only public housing complex within the city that is not served by nearby city busing; and
Whereas many residents do not own vehicles to access appointments, shopping, post-secondary education and employment; and
Whereas many housing clients on the wait list have had to turn down this complex because of lack of transportation;
Now therefore be it resolved that the City of Sault Ste. Marie provides Transit Service for the Pawating Place area. DEFEATED.

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

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

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

Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2008 09 22 be approved. CARRIED.

- (a) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-168 being a by-law to prohibit the discharge of firearms in the municipality be read three times and passed in Open Council this 22nd day of September 2008. CARRIED.

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

10. (b) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-169 being a by-law to authorize an agreement between the City and Conestoga-Rovers and Associates Limited for the preparation of applications for certificates of approval from the Ministry of the Environment for various City facilities be read three times and passed in Open Council this 22nd day of September 2008. CARRIED.

(c) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-170 being a by-law to adopt Amendment No. 153 to the Official Plan be read three times and passed in Open Council this 22nd day of September 2008. (Wal-Mart Canada Corp.) CARRIED.

Recorded Vote

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

Against: Councillor L. Tridico

Absent: Mayor J. Rowswell, Councillors T. Sheehan, F. Manzo

(d) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-171 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 446 Great Northern Road be read three times and passed in Open Council this 22nd day of September 2008. (Wal-Mart Canada Corp.) CARRIED.

Recorded Vote

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

Against: Councillor L. Tridico

Absent: Mayor J. Rowswell, Councillors T. Sheehan, F. Manzo

(e) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-172 being a by-law to authorize the sale of Parts 3 to 9 on Plan IR 11571 to Don Valley Real Estate Services Ltd., in Trust be read three times and passed in Open Council this 22nd day of September 2008. CARRIED.

10. (f) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-173 being a by-law to authorize the sale of Part 1 on Plan IR 11571 to Major Contracting (Algoma) Limited be read three times and passed in Open Council this 22nd day of September 2008. CARRIED.
- (g) Moved by Councillor P. Mick
Seconded by Councillor L. Tridico
Resolved that By-law 2008-174 being a by-law to adopt Amendment No. 154 to the Official Plan be read three times and passed in Open Council this 22nd day of September 2008. (Allan Ross) CARRIED.
11. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON AGENDA**
12. **ADJOURNMENT**
Moved by Councillor B. Hayes
Seconded by Councillor L. Tridico
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK



September 23, 2008

Members of Council

The Association has emerged from yet another successful conference. I want to take this opportunity to share with you a number of things.

First – a thank you to the membership for bestowing upon me the privilege of becoming your President. During the 12 years that I've been a member of the Board, I have watched the Association grow and become a very influential organization. With your support, we will continue to do even more – always focused on our advocacy work and development of services. I have enclosed a copy of the 2007 Annual Report. It provides a synopsis of the Association's activities for the last year, and an outline of our products that can mean a difference in stretching your revenue and reducing your costs. I urge you to read it.

I want to acknowledge Doug Reycraft's devoted leadership as president for the last two years. If you were not in attendance at the August annual conference, you may not be aware that I have asked Doug to continue to lead the AMO elected representatives at the Provincial-Municipal Fiscal and Service Delivery Review Table. The final stage of this project requires continuity. I also want to acknowledge the time and effort of my colleagues on that team as well as the contribution of AMO staff and municipal staff, who have undertaken research, worked to build and analyze data, and brought forward ideas for good public policy and good fiscal policy. We know that the financial situation for the province has changed this year, and that the Province's surplus for the 2007-8 fiscal year is unlikely to be repeated next year. The \$1.1 billion of the 2007-8 surplus that is being provided by the Province for municipal capital investment in infrastructure is significant. While we have a long way to go to eliminate the municipal infrastructure deficit, we continue to make progress.

AMO, along with the Federation of Canadian Municipalities and other provincial and territorial associations, are working to see that municipal priorities are considered during the federal election period. And we will be there afterward, promoting the municipal order of government and the needs of their communities. I encourage you to press your local candidates on the municipal priorities. I refer you to AMO's Federal Election Alerts which set out these priorities, including the need for fairness for Ontario. There is no justification for Ontario to receive less than a fair share of provincial/territorial allocations for national programs or for the federal Employment Insurance rules that short-change Ontario workers.

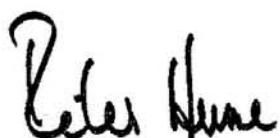
There are a number of new and emerging issues that the Association is working on including economic development, climate change, Hydro One OEB rate applications, aboriginal relations

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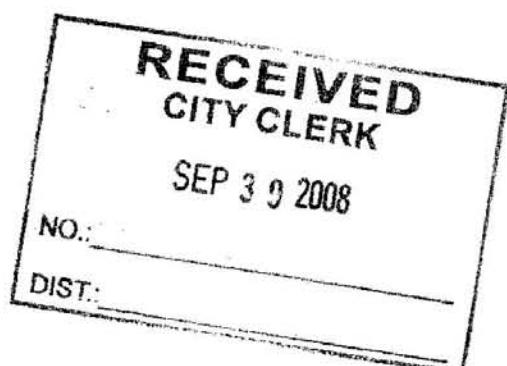


and a submission to the Premier's Propane Review Expert Panel to name a few. We continue to advance our policy work on immigration and our integrated waste strategy which the Province has begun to implement with LCBO deposit return, and 100% producer responsibility for electronic waste and special waste. We are also pressing hard for a national housing strategy and we continue to advocate for the predictable, stable infrastructure funding municipalities need to keep our communities, our province and our country strong and competitive.

With your involvement and local support on these and other issues, I know that we can continue to make a difference for the better for our communities. I look forward to working with you as AMO continues to champion municipal governments of all types and all sizes in every part of Ontario.



Peter Hume
AMO President



5(a)



LAS COMMUNICATION

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

FYI N°: 08-005

To the attention of the Clerk and Council
September 29, 2008

FOR MORE INFORMATION CONTACT:
Rebecca Pinto, LAS EMT Operator
(416) 971-9856 ext 351 rproto@amo.on.ca

Energy Management Tool (EMT) Now Available

Municipalities will soon be expected to develop annual energy plans to track energy consumption and greenhouse gas emissions from municipal buildings, equipment, and fleets in a similar fashion as what is required under Federal Gas Tax reporting. As a result of these pressures and a desire to reduce what is the largest operating cost for a municipality, LAS worked with a number of municipalities and a well-known software developer to create the Energy Management Tool (EMT).

LAS is pleased to be able to offer all municipalities an opportunity to utilize the EMT. The EMT allows municipal members to benchmark and compare facility performance, measure and verify savings from energy conservation projects, reduce operational costs and improve processes, verify utility bills, and meet corporate environmental stewardship goals including greenhouse gas (GHG) reductions. The EMT has robust reporting, billing, trending, and modeling capabilities that can create text, numerical, and graphic summaries of sophisticated operations on any range of data sets—simple or complex. Municipalities can access the EMT through the existing MIDAS web-based portal. Those municipalities with interval meters will also be able to utilize the software to manage demand control schemes such as load shedding, peak shaving, or on-site generation.

We are offering two types of service packages for the EMT to address diverse municipal requirements: Self-Serve and Full-Serve. The Self-Serve option allows users to handle many of the day-to-day tasks themselves so it is ideal for municipalities who can allocate their own resources to the project, whereas Full-Serve users can take advantage of the LAS staff expertise to carry out these tasks for them. Both self-serve and full-serve users enjoy the following services:

- Help desk support on the use of the software plus data verification
- LAS takes care of all hosting and maintenance requirements plus software upgrades
- Automatic updates to greenhouse gas emission factors and net system load shapes
- Access to training and education sessions offered on-line and throughout the province

In addition, LAS staff also provides the following for full-serve users:

- Ongoing data entry provided
- Utility Bill Verification
- Production and dissemination of all requested reports to all interested local staff

For more information, look for the EMT package in the mail and/or please contact Rebecca Pinto, LAS Energy System Operator, at 416-971-9856 ext. 351 | 1-877-426-6527 | rproto@amo.on.ca

This information is available in the Energy Services section of the LAS website at:
<http://www.amo.on.ca/Content/las/AboutUs/EnergyServices/EnergyManagementToolEMT/default.htm>



5(a)

PLAS

One Funds “Meet and Greet” Information Sessions

MFOA/CHUMS and Local Authority Services (LAS) invite municipal staff and elected officials to attend a free information session to learn more about the One Funds Municipal Investment Program.

The One Funds program has been recently expanded to include options for all municipal investment objectives. With new investment products the One Funds is positioned to provide a competitive vehicle for municipal money with an investment timeline of anywhere from 1 month to 10+ years.

Sessions are being offered across the province and special sessions have been organized for the AMO and MFOA Annual Conferences. Event details can be found on page 2.

These sessions are your opportunity to learn about the One Funds and get an update of program performance and future program direction, especially if you are among the 100+ Ontario municipalities that currently invest a total of almost \$440 million with the One Funds (at Aug 30/08).

Hear from our two professional Fund Managers and our Record Keeper/Custodian about fund performance and current/expected market conditions, and also learn how these groups work on behalf of the One Funds to manage investor risk and maximize returns while ensuring regulatory compliance.

Recent One Fund performance highlights include: (*all returns are net of fees*)

- At June 30, 2008, the Equity Fund held nearly \$39M of municipal investment, including \$0.7M in investment returns
 - o YTD new Equity Fund investment at June 30, 2008 is \$8.2M
- Money Market Fund - First half 2008 annualized return of 3.97% while Bank Prime less 1.75% returned 3.59%.
- Bond Fund - Annualized return for year ending June 30, 2008 of almost 6.09%
- Universe Corporate Bond Fund opened in August 2008 – this fund can help your municipality reduce the cost of capital infrastructure projects 4+ years into the future

Also, discover the other benefits that participation in the One Funds can provide your municipality:

- Low-cost access to professional fund management
- Peer oversight and independent third party program review
- Regulatory/legal compliance
- Access to investment products unavailable to municipalities individually
- Professional accounting of your investment activity – ease of administration

Space Is limited at each venue so please register early!!!

The One Funds is a municipal pooled investment program designed specifically for the municipal sector that has consistently provided strong rates of return. Established in 1993, the funds are designed, developed and managed by municipalities for municipalities. Jointly operated by LAS (a subsidiary of the Association of Municipalities of Ontario) and CHUMS (a subsidiary of the Municipal Finance Officers' Association of Ontario), the One Funds provide Ontario municipalities with access to a range of investment options unavailable to them directly.

One Funds – 2008 Information Session Registration

5(a)

Special Conference Sessions:

Date	Location	Address	Which Session?
Thursday, September 25. (4:30pm-6pm – wine and cheese reception)	Collingwood – MFOA Conference MUST REGISTER BY Monday, September 15	Blue Mountain Resorts 108 Jozo Weider Blvd, Collingwood [705.445.0231]	<input type="checkbox"/>

Regular Session Registration:

Date	Location	Address	Which Session?
Tuesday, October 7	Dryden (807) 223-5553	Dryden Reg. Training Centre 100 Casimir Ave. www.thecentreonline.ca	<input type="checkbox"/>
Wednesday, October 15	Temiskaming Shores (Haileybury) (705) 672-3363	Administration Office 325 Farr Drive, Haileybury www.temiskamingshores.ca	<input type="checkbox"/>
Tuesday, October 21	Chatham-Kent (519) 352-7354 ext. 308	CK Learning Central 25 Creek Road, Room 218 www.chatham-kent.ca	<input type="checkbox"/>
Wednesday, November 12	Huntsville (705) 789-7113	Deerhurst Resort 1235 Deerhurst Drive www.deerhurstresort.com	<input type="checkbox"/>
Tuesday, November 25	Belleville (613) 962-4531	Clarion Inn and Suites 211 Pinnacle Street www.belleville-clarion.com	<input type="checkbox"/>
Tuesday, December 2	Cambridge (519) 620-8936	Hilton Garden Inn 746 Old Hespeler Road www.hiltongardeninn.com	<input type="checkbox"/>
Tuesday, January 20, 2009	Toronto/GTA (416) 971-9856	AMO/LAS Office 200 University Ave, Suite 801 Toronto – www.amo.on.ca	<input type="checkbox"/>

Details: Continental Breakfast at 9:00am, session from 9:30-12 noon

Please FAX completed registration form to LAS @ (416) 971-6191

Registration Information	
Name	
Position	
Municipality	
Telephone #	
Email Address	



The Public Sector Group of Funds



Local Authority
Services Ltd.



5(a)

Town Hall Sessions

2008-2009

These sessions will inform municipal staff and elected officials about key program and service offerings from AMO/LAS, and how these tools can benefit every municipality!

Let us tell you about our new and enhanced programs and services, including: a new sustainability planning toolkit, energy bulk procurement programs, LAS' new Energy Management software tool, and AMO's popular Municipal Information and Data Analysis System (MIDAS). These sessions are your chance to learn more!

AM Schedule:

9am -12 noon - Sustainability Planning Toolkit for Municipalities – Federal Gas Tax

This new toolkit, released by AMO in summer 2008, provides a set of practical tools to help a municipality identify where they sit along the "sustainability continuum". The toolkit can help them choose the specific tools that are most appropriate to their unique circumstances, to realize tangible progress towards greater sustainability as contemplated by the Federal Gas Tax Agreement. The purpose of this session will be to show municipalities how to use the toolkit and help recognize how to adopt sustainability measures and save money.

PM Schedule:

1pm – 2pm - LAS Energy Procurement Programs – Natural Gas and Electricity

Currently more than 160 municipalities take part in the LAS Electricity and/or Natural Gas Procurement Programs. This session will provide an overview of both programs, including enrollment steps, and staff will also outline the savings being realized by municipalities participating in both programs.

2pm – 3pm - New LAS Energy Management Tool (EMT)

LAS staff will provide an overview of this new web-based energy software monitoring tool and how it can help municipalities save money. Staff will explain how the EMT can help municipalities monitor, benchmark, and compare facility energy performance, measure and verify savings from energy conservation projects, reduce operational costs, improve processes, and meet corporate environmental stewardship goals including GHG reductions.

3pm – 4pm - Municipal Information & Data Analysis System (MIDAS)

Learn how this web-based tool can converts your raw Financial Information Return (FIR) data into meaningful reports and graphic presentations, making useful municipal benchmarking exercises convenient and fast. Let staff demonstrate how this application can empower your staff and Council through better information and insight, allow you to compare municipal performance measures to your peer group, and benchmark yourself against other municipalities in key service areas. Learn also about the developing GIS capabilities of the MIDAS application.

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2008 AMO/LAS Town Hall Sessions

There is no charge for these events but we require pre-registration for all attendees.
AM session – 9:00am – 12:00 noon PM session – 1:00pm – 4:00pm

Date	City	Location/Address	Sessions - you can attend both	
			AM Federal Gas Tax	PM LAS & MIDAS
Monday October 6, 2008	City of Dryden	Dryden City Hall 30 Van Horne Ave Dryden, Ontario (807) 223-1164	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Thursday October 16, 2008	City of Sault Ste. Marie	City Hall - Council Chambers 99 Foster Drive - Level 3 Sault Ste. Marie, ON (705) 759-2500	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Thursday October 16, 2008	Municipality of Temiskaming Shores	City Hall 325 Farr Drive Haileybury, Ontario (705) 672-3363	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Thursday November 20, 2008	Town of Parry Sound	Fire Hall – 2 nd Fl. Meeting Room 4 Church Street, Parry Sound, PARK ON STREET ONLY! (705) 746-2101	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Wednesday November 26, 2008	City of Kingston	City Hall - Memorial Hall 216 Ontario Street Kingston, ON (613) 546-0000	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Monday December 1, 2008	City of Hamilton	Hamilton Central Public Library Hamilton Room (1st Floor) 55 York Blvd., Hamilton (905) 546-3200	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Friday, December 12, 2008	County of Renfrew	County Administration Bldg. Council Chambers 9 International Dr., Pembroke (613) 735-7288	<input type="checkbox"/> AM	<input type="checkbox"/> PM
Monday, January 26, 2009	Municipality of Chatham-Kent	CK Learning Central Park Ave. Business Centre, 2 nd Fl 25 Creek Road, Chatham (519) 352-7354	<input type="checkbox"/> AM	<input type="checkbox"/> PM

REGISTRATION DETAILS:

Name	Title
Municipality	
Phone:	Email:

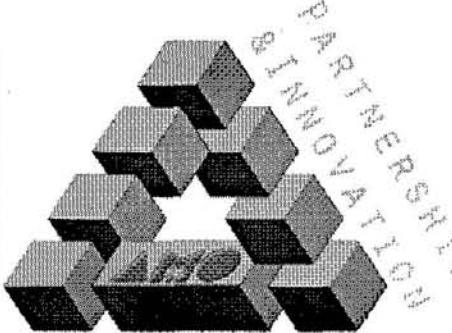
Please FAX completed registration form to AMO/LAS @ (416) 971-6191



Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, Ontario, M5H 3C6
416-971-9856 | Toll Free 1-877-426-6527



www.amo.on.ca -- Visit the AMO and LAS websites -- www.las.on.ca



Join AMO
October 28, 2008
 at the Four Points Sheraton Hotel
 London, Ontario

Also on the Program at CRST:

AMO is proud to present:
 John Ibbetson, Keynote Speaker
 Gordon McBean: Climate Change
 Alan Broadbent: Immigration
 Fred Dean: Closed Meetings
 Brian Lambie: Communications
 and so much more...

Program details are available on our website at www.amo.on.ca.

Registration and Accommodation:
 Register online at the AMO website at www.amo.on.ca or use the attached registration form to sign up for the whole conference or just for the Joint Forum.

To take advantage of accommodation at the Four Points Sheraton please contact Reservations at (519) 681-0600 or e-mail the Jan Griffith, Reservations Manager at [janicegriffith@fourpointslondon.com](mailto:janiegriffith@fourpointslondon.com)

In Spring 2008, the Province of Ontario convened the Cabinet Committee on Poverty Reduction, led by the Honourable Deb Matthews, Minister of Children and Youth Services. The Committee was charged with developing a focused poverty reduction strategy by the end of 2008.

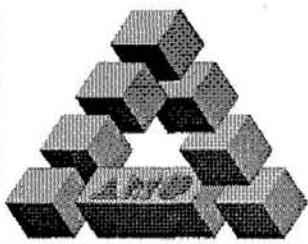
AMO support the government's objectives on poverty reduction. We recognize that giving people the tools they need to reach their full potential means stronger communities for everyone.

AMO also believe that municipalities and CMSM/DSSABs are key to a successful poverty reduction strategy in Ontario. CMSM/DSSABs and municipalities are already on the front line of addressing poverty through the programs and services they provide to low-income and vulnerable individuals. They have experience building and managing the community coalitions necessary to fight poverty at the local level.

This Forum is a feature of the 2008 Counties, Region and Single Tier Municipalities and District Social Services Administratiton Boards Conference, hosted by the City of London and the County of Middlesex. The Forum will highlight the CMSM/DSSAB role in the effort to reduce poverty in Ontario.

Features of our Forum include:

- Address by the Honourable Deb Mathews, Minister of Children and Youth Services (invited)
- A discussion of OMSSA and AMO's joint paper on the municipal role in poverty reduction
- Showcase of CMSM/DSSAB initiatives to reduce poverty at the local level
- An opportunity for members to network and exchange ideas regarding local efforts at poverty reduction, including a "town hall"-style presentation of exhibits.



TUESDAY OCTOBER 28TH, 2008 OUT TRIPS

Join fellow delegates for two exciting out trips planned for the afternoon of Tuesday, October 28th, 2008. Both will depart the Four Points Sheraton Hotel in London at 1:15 pm, and return to the hotel by no later than 4:30 pm.

Out Trip #1: The Stanton Bros. Dairy Farm is cultivating a green revolution in agriculture and power production. Ontario's largest, and slated to be Canada's largest, on-farm biogas plant, has the capacity to handle 2,000 head of dairy cattle and produce enough manure to generate 300 KW of power, enough output to supply more than 1,000 homes. Take a tour of this amazing on-farm facility. Sign up today to see first hand, a 'back-end' solution to energy. Please dress comfortably and wear closed-toe shoes.

Out Trip #2: Orgaworld is an innovative and fast growing company in the field of organic waste treatment. It focuses on the processing of organic waste to produce final products such as energy, fuels and agricultural products. The state-of-the-art facility in London takes yard waste and source-separated organic material from municipalities such as the York Region and St. Thomas, and turns it into high quality compost for use as fertilizer. Using 'indoor' aerobic composting technology developed in the Netherlands, it currently processes about 40,000 to 50,000 tonnes of organic material. Sign up today to see how a Canada-Netherlands partnership is using innovative technology to divert waste from landfills and manage waste. Jeans and casual shoes are recommended for this out trip.

Anita Surujdeo, AMO A|R & Special Events Clerk

Fax: 416-971-6191

E-mail: asurujdeo@amo.on.ca

REGISTRATION FORM

Please check off the Out Trip you would like to attend on Tuesday, October 28th, 2008.

- Out Trip #1: Stanton Bros. Dairy Farm
- Out Trip #2: Orgaworld

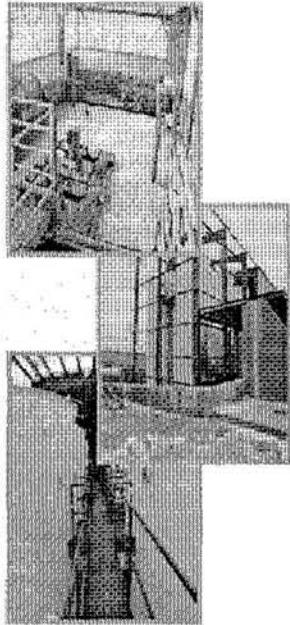
Delegate's Name: _____

Municipality: _____

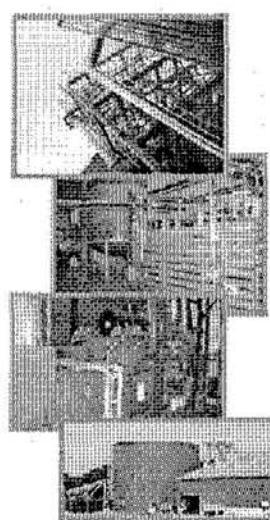
Phone: _____

Fax: _____

E-mail: _____



Stanton Bros. Dairy Farm



Orgaworld

Don't forget to submit the Completed Conference Registration Form along with this Out Trip Registration Form.

There is no cost associated with these out trips.

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:

Fee does not include GST X	AMO MEMBERS			
	Early Bird Before Sept 22	Regular After Sept 22	On Site Oct 26 - 29	Total Fees
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		45.00		
			SUB-TOTAL	
			ADD 5% GST	
			TOTAL	

Fee does not include GST X	Non-Members, including Government			
	Early Bird Before Sept 22	Regular After Sept 22	On Site Oct 26 - 29	Total Fees
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		45.00		
			SUB-TOTAL	
			ADD 5% GST	
			TOTAL	

GST Registration# R106732944

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

Payment Method: <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: _____ Please make cheques payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6	Refund Policy: Cancellation MUST be made in writing before October 10 th 2008. An administration charge of \$74.20 (\$70.00 plus \$4.20 GST) will apply Registration Inquiries: Anita Surujdeo, A/R & Special Events Clerk asurujdeo@amo.on.ca 416-971-9856 ext. 344 • Fax: 416-971-9372 Please note any special dietary requirements here: _____ _____
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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.

5(a)



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

ALERT

Federal Election 2008 and Ontario Municipalities

ALERT N° 08/043

To the attention of the Clerk and Council

September 22, 2008

Seeking Fairness for Ontario and Investment in Communities

The Premier and Government of Ontario, Ontario Chamber of Commerce, and AMO, along with others continue to press for fairness for Ontario. Today, the Premier asked Ontarians to sign an online petition urging the federal government "to give Ontario a fair shake" and is asking people to raise the issue of fairness with federal election candidates. In addition, he has asked Ontarians to let all federal parties know that the province should keep more of its own money to invest in people and to make Ontario more competitive. Copies of the letter from the Premier to each party leader and each party candidate in Ontario along with the petition are available at www.fairness.ca

Why is fairness an important issue for municipal governments? This Alert describes elements of the fairness campaign and what it means for Ontario's communities and citizens, as well as other key investments that municipal governments want and some ideas on profiling these matters locally within your community and with local federal candidates.

What Do Municipal Leaders Need To Ask Federal Candidates?

A) A Fair Share for Ontario

Immigration: In 2007, Ontario received 47% of all immigrants entering Canada and, by 2010, all of Ontario's net labour force growth will be dependent on immigration. Successful settlement and language training of newcomers is needed to ensure that they are able to participate in the labour market and contribute to Ontario's economy and communities. While the signing of the 2005 Canada-Ontario Immigration Agreement saw \$920 million dollars committed to these services through to 2010, current spending of this funding by Canada is \$156 million dollars behind where it should be.

Question: How would your party, if elected, ensure that all of the funding earmarked for immigrant settlement and training in Ontario is spent in a timely manner and that Ontario, the province receiving the majority of all newcomers, receives its fair share of funding for language and settlement services?

Employment Insurance Funding - If an unemployed worker in Ontario received the average EI benefit that an unemployed worker in another province receives, that worker would get \$4,630 more each year. Across Ontario, the shortfall in EI benefits amounts to \$2.1 billion each year. This means people end up on Ontario Works faster in Ontario as their EI benefits are exhausted sooner and municipalities and property tax payers pay the price in higher Ontario Works costs.

Question: Will your party treat the people of Ontario fairly if elected and end the discrimination against Ontario workers by restoring equal treatment for all Canadians under federal Employment Insurance rules?

Equalization Funding - Ontario contributes 41.5 per cent of the revenues that fund the Equalization program. The Equalization program in 2008-09 is almost 57 per cent more expensive than it was five years ago. Ontario taxpayers are paying for this increase in inter-regional transfers, even though the prosperity gap between Ontario and other provinces has been declining. Based on the most current estimates for 2007-08, Ontario taxpayers will contribute in excess of \$20 billion more to the federal treasury than they receive in federal spending.

Question: Ontarians wants a new Equalization formula that is affordable for Canada and fair to Ontario. Will your party commit to a new system that creates the ability for all provinces and territories to deliver comparable services at comparable levels of taxation?

Regional Economic Development - The current budget of \$934 million for regional and economic development in Canada sees only 4 per cent of this spent in Ontario. When other regions of Canada were facing significant economic challenges, the federal government used regional development agencies to help communities and businesses. There are no major regional development programs currently available in Ontario, except some assistance for the north through FedNor.

Question: Will your party commit to recognizing the regional economic development needs of Ontario including a commitment to match provincial investment in economic development funding to communities and businesses in Ontario?

Job Loss - The \$1 billion federal Community Development Trust was created to assist workers in all vulnerable communities across Canada. However, these funds are allocated to each province on a per capita basis, even though most job losses have been in Central Canada. Ontario's share – \$358 million – is not nearly enough to properly assist workers in communities hit hardest by job losses.

Question: Ontario needs targeted federal programs to help workers find new jobs and help communities diversify their economies. How will your party respond where the need is greatest – here in Ontario?

Infrastructure Funding - Ontario does not receive its fair share of infrastructure funding from the federal government in previous programs and under the Building Canada Plan, Ontario is short-changed \$970 million.

Question: If elected, will your party ensure that Ontario and Ontario municipalities receive the same per capita share of infrastructure funding as other parts of Canada?



B) The Municipal Infrastructure Deficit

Infrastructure - All estimates of the municipal infrastructure deficit agree that the problem is massive and growing. The Building Canada Fund including gas tax transfers is an important new source of funding for municipalities, but many municipalities will still not be in a position to reverse the decline in infrastructure brought on by generations of underinvestment by all orders of government.

Question – What will your party do, if elected, to ensure that municipalities receive the adequate and predictable infrastructure funding they need for transportation, environmental protection, such as water and sewer systems, to build liveable communities, and to return Ontario and Canada to a position of economic competitiveness?

C) Housing and Homelessness

Housing – Ontario property tax payers contribute more than \$1.2 billion a year to social housing and that figure will increase dramatically if the federal government implements planned reductions in federal housing funding. Municipalities are deeply concerned about the possible expiry of all current federal programs in March 2009, including the Residential Rehabilitation Assistant Program (RRAP), the Homelessness Partnering Strategy (HPS) and the Bill C-48 housing trust funds (a total of \$2 billion over two years).

Question: Will your party commit immediately to a national housing strategy, preserving current federal funding, to ensure that people in our communities have access to adequate shelter, and ensuring that Ontario property tax payers are not left to shoulder the burden of this national problem?

What Can Municipal Leaders Do To Ensure That These Issues Are On The Election Agenda?

1. Talk to your local media and ensure they know what matters to municipalities, communities and property tax payers.
2. Discuss municipal priorities for the 2008 federal election at Council and endorse the positions put forward by AMO and FCM.
3. Attend all-candidate meetings and ask questions about party positions. Some important questions to ask are set out in this Alert.
4. Ask when your local candidate or party leader will be responding to the Premier's letter asking for fairness for Ontario.

AMO will continue monitor federal election issues, evaluate the positions of the parties on key municipal matters and keep members informed of development they need to consider.



Canada

Cashing in on Energy Savings!

Municipal Energy Management Workshop

LONDON - Special One-day Session

Sunday, October 26, 2008 - prior to the AMO CRST Conference

AMO/LAS present a one-day offering of our two current Municipal Energy Workshops at the AMO CRST/DSSAB Annual Conference in London! This comprehensive full-day workshop is targeted at elected officials and Municipal Administrators!

Ontario municipalities currently spend more than \$680 million on electricity and \$275 on natural gas annually. As a result, there is no better time to learn more about how to better use energy, learn about savings opportunities, and develop leadership required for successful energy management strategies and plans.

This hands-on LAS workshop recognizes the reality that municipalities are at different stages of development regarding energy management. This workshop will provide the necessary tools for your municipality to properly consider and implement successful energy projects and strategies.

Participants will receive a detailed workshop package and access to an online toolkit with information about best practices, new technologies, available funding programs... and much more.

These workshops are an ideal chance for municipal staff and elected officials to:

- ✓ Learn about savings opportunities – including new products and technologies
- ✓ Hear from experts in the energy sector - incl. IESO
- ✓ Network - meet others facing similar challenges
- ✓ Hear about successful Ontario municipal case studies
- ✓ Learn how to define, develop, and implement a successful energy management program



Each workshop provides participants with a solid foundation to:

- Understand the importance of energy management;
- Understand the range of energy opportunities that exist in municipal facilities;
- Identify the aspects of a successful energy project;
- Identify & initiate tactics appropriate to a municipal situation;
- Learn how other municipalities have successfully used energy projects to reduce consumption;
- Identify and be able to access the various funding/grant resources available from government and utilities for energy projects; and
- Initiate the development of an energy plan and energy assessments and audits.

Registration form on Page 2



Cashing in on Energy Savings!

5(a)

2008 AMO/LAS Energy Management Workshops Registration Form
 Workshop sessions are from 8:30 am to 4 pm with registration at 8:00 am

ONE DAY SPECIAL CRST CONFERENCE WORKSHOP

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

London Four Points Sheraton	Sunday, October 26th, 2008 Please note this is a special one day combination course of both workshops \$299 + 5% GST (\$313.95)
--------------------------------	---

PAYMENT			
Registration forms CANNOT be processed unless accompanied by proper payment. Fax completed registration forms to (416) 971-9372			
<input type="checkbox"/> Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON, M5H 3C6	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	
	Card #		
	Name on Card		
	Expiry Date		
	Signature		
	Refund Policy:		
	Cancellations must be made in writing and received by AMO 14 days prior to the date of the selected seminar. An administration fee of \$ 50.00 + 6% GST (\$53.00) will apply. All cancellations received after the above date will not be refunded.		



For registration inquiries please contact Anita Surujdeo at asurujdeo@amo.on.ca or
 (416) 971-9856 ext. 344

Presented in conjunction with



5(a)



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



MEMBER COMMUNICATION

ALERT N°: 08/044

To the attention of the Clerk and Council
October 1, 2008

FOR MORE INFORMATION CONTACT:
Matthew Wilson, AMO Senior Policy Advisor
(416) 971-9856 ext 323

National Do Not Call List – Implications for Municipal Candidates in Ontario

Issue: The new Do Not Call List and associated regulations will limit Ontario municipal candidates in their ability to legally solicit voter support via telephone.

Background:

Effective September 30, 2008, the Canadian Radio-television and Telecommunications Commission (CRTC) launched the National Do Not Call List (DNCL). Canadians may register on the List to reduce the number of telemarketing calls they receive. Businesses, organisations and individuals wishing to make telemarketing calls are required to verify the numbers called do not appear on the List and must comply with other restrictions. Exemptions from this restriction apply for a municipal election but only if the calls are made on behalf of a registered political party under provincial law.

In Ontario, with no municipal political parties, as written this means that should a candidate call a number on the Do Not Call List to solicit volunteer or financial support, a complaint could be lodged with the CRTC and a municipal candidate could be fined \$1,500 per call under law. In addition, municipal candidates or officials would be required to register with the CRTC prior to making any telemarketing calls and be required to pay a subscription fee to access the List.

In early September AMO President Peter Hume wrote to Jim Prentice, Minister of Industry, Josée Verner, Minister of Canadian Heritage, and the Chairman of the Canadian Radio-television and Telecommunications Commission, urging that steps be taken to address this issue. To date, no reply has been received.

The Federation of Canadian Municipalities (FCM) is leading the issue. To protect municipal interests in the medium and long term, FCM will be filing a Part VII application with the CRTC to add municipal candidates to the list of parties exempted from the DNCL provisions. Although it is not yet clear how long this process will take, nor even whether it will be successful, it is clear from their conversations with senior officials from the CRTC that there is a high degree of awareness and sensitivity to municipal concerns. FCM is cautiously optimistic that this situation can be rectified. It appears as if the potential impact on municipal elections was not intended by the drafters of this law. FCM will be pursuing this with significant urgency, and will keep municipalities informed throughout the process.

Action: For your information.

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



Canada

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LONDON - Special One-day Session

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Participants will receive a detailed workshop package and access to an online toolkit with information about best practices, new technologies, available funding programs... and much more.

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Registration form on Page 2



Cashing in on Energy Savings!

5(a)

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Fax completed registration forms to (416) 971-9372

□ Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	□ Mastercard □ Visa
Card #	
Name on Card	
Expiry Date	
Signature	

Refund Policy:

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An administration fee of \$ 50.00 + 6% GST (\$53.00) will apply. All cancellations received after the above date will not be refunded.



For registration inquiries please contact Anita Surujdeo at asurujdeo@amo.on.ca or
(416) 971-9856 ext. 344

Presented in conjunction with

5(b)



Office of the City Clerk

September 3, 2008

TO ALL MUNICIPALITIES IN ONTARIO WITH UNIVERSITIES OR COLLEGES OR HOSPITALS

RE: MOTION (7), KINGSTON CITY COUNCIL SEPTEMBER 2, 2008

I would confirm that at the regular meeting of Kingston City Council held on September 2, 2008, the following Motion (7), was approved:

(7) *Moved by Councillor Schmolka*

Seconded by Councillor MacLeod-Kane

WHEREAS post-secondary institutions and hospitals are exempt from paying property taxes to municipalities under provincial law and instead pay a fixed amount, set by the provincial government, for each student ("head") or patient ("bed") in their institutions; and

WHEREAS the amount of the "heads and beds" payment is \$75 per student or patient and this amount has not been changed by the province since 1987, and

WHEREAS at this time the city receives the following amounts as "heads and beds" payments instead of property taxes:

- Queen's University and Theological College – 17,217 "heads" = \$1,291,275
- St. Lawrence College – 3,668 "heads" = \$275,100
- Hotel Dieu Hospital – 264 "beds" = \$19,800
- Kingston General Hospital – 538 "beds" = \$40,350
- Providence Continuing Care – 448 "beds" = \$33,600, and

WHEREAS increasing the "heads and beds" amount to match the rate of inflation over the last 21 years would result in a minimum estimated increase from \$75 to \$126.35 and would bring in an estimated minimum additional payment in lieu of property taxes of \$1.1 million to the City of Kingston, and

WHEREAS Council passed a motion on August 14, 2007 with respect to the "heads" payment asking the provincial government to increase the amount it sets for this payment with the objective of making this amount equivalent to the taxes that would be collected if the properties were taxable by the municipality, and

WHEREAS efforts to have the provincial government review the "heads and beds" amount and approach have not met with any positive responses to date,

THEREFORE BE IT RESOLVED THAT the Province of Ontario be requested to:

- increase the "heads and beds" payment immediately to at least match the rate of inflation since 1987 and build in an automatic annual adjustment for inflation from now on, and

RECEIVED	
CITY CLERK	
SEP 22 2008	
NO.:	51081
DIST:	

...continued on Page 2

The Corporation of the City of Kingston
216 Ontario Street, Kingston, ON K7L 2Z3

Phone: (613) 546-4291 ext. 1247

Fax: (613) 546-5232

cdowns@cityofkingston.ca

Motion (7), September 2, 2008, continued**Page 2**

- *meet with officials from Kingston and other municipalities affected by this law to discuss a fairer way that is closer to the fair market value of the properties, to compensate for the loss of property taxes because of property tax exemption rules for post-secondary institutions and hospitals under provincial law.*

And further

THAT this motion be circulated to all municipalities in Ontario with Universities, or Colleges, or Hospitals, requesting their support.

CARRIED AS AMENDED

As requested by our Chief Administrative Officer, for your information, I am also enclosing a copy of a similar Motion which was passed by our Council on August 14, 2007.

Yours truly,



Carolyn Downs
City Clerk

/ki

Enclosure

Cc: Councillor V. Schmolka

Our File No.

City Council Meeting No. 17

Minutes

Tuesday, August 14, 2007

MOTIONS

- (1) Moved by Councillor Foster
Seconded by Councillor Glover

WHEREAS land owned, used and occupied solely by public education institutions, as defined in the *Education Act*, are exempt from paying municipal property taxation; and,

WHEREAS universities, colleges, and community colleges are included in the defined exempt properties; and,

WHEREAS the universities, colleges, and community colleges attract students to attend their institutions because of the quality of education offered, learning experiences and municipal amenities to enhance the experience; and,

WHEREAS municipalities provide services to the public education institutions and to the students; and,

WHEREAS the province recognizes that these services are provided to the institutions and that the institutions merit partial support by the community; and,

WHEREAS the province permits municipalities to levy a maximum \$75 for each full time student at each public education institution as a payment-in-lieu of taxes, per Section 323 of the *Municipal Act, 2001*; and,

WHEREAS the payment-in-lieu of tax levy has not been increased since 1987 when it was raised from \$50 to \$75; and,

WHEREAS student populations have increased dramatically since 2000; and,

WHEREAS, in Kingston, the maximum payment-in-lieu of tax for 2007 is \$1,544,400 (20,592 students @ \$75 ea), which represents just under 25% of the amount of taxes that would be levied (\$6,288,319) if the property had been classified and taxed pursuant to its use; and,

WHEREAS other properties that similarly support the community and thus also provide payments-in-lieu of taxation pay full taxes calculated by multiplying the appropriate tax rate and assessment; and,

WHEREAS the City's primary source of revenue is limited to property taxes and provincial grants; and,

WHEREAS the province, in its role of setting policies that affect municipalities, must make an effort to not constrain or arbitrarily reduce revenues that are derived from the assessment of property;

NOW THEREFORE BE IT RESOLVED THAT the Province of Ontario be requested to increase the per student levy at rated public educational institutions each year, pursuant to Section 323 of the *Municipal Act, 2001*, beginning in 2008 to an amount equivalent to the taxes that would be levied if the property was taxable;

AND BE IT FURTHER RESOLVED THAT this resolution be forwarded to all Ontario municipalities that are fortunate to have universities, and colleges of applied arts and technology within their municipality as well as to the Association of Municipalities of Ontario (AMO) for support and AMO be requested to pursue this matter with the Province on Council's behalf.

CARRIED UNANIMOUSLY

5(b)



Corporation of the Township of Greater Madawaska

Council Resolution Form

Moved By: _____

Seconded By: _____

WHEREAS the Province is initiating a modified version of the existing property assessment program in 2009 for the purpose of assessing residential, commercial and industrial properties in the province and;

WHEREAS it has been demonstrated that a system of property assessment that sets the value of the property at the time of sale, annually adjusted for the Cost of Living, is much more fair to residents of Ontario than the current system and;

WHEREAS the current system of assessment is driven by market rates which is inherently inequitable, particularly in communities with significant waterfront property and;

WHEREAS the current system of assessment unfairly targets waterfront properties with disproportionate assessments and;

WHEREAS property assessment increases of 40 to 70 percent unfairly impact on seniors, fixed & low income persons and persons less able to absorb such increases and;

WHEREAS the current system unfairly places a burden on individuals by not enabling them to anticipate huge increases in assessment and;

WHEREAS the current assessment system rewards owners who don't maintain their properties and;

WHEREAS the procedures used for assessment of commercial properties does not consider the amount of investment in the enterprise, particularly where the business does not have any buildings associated with it and;

WHEREAS the assessment process does not enable MPAC to properly assess unusual business ventures, such as motor sport race tracks, and;

WHEREAS the current system of assessment for commercial properties does not take into consideration the business impact on the infrastructure of the municipality, thereby unfairly transferring costs to residential taxpayers and;

WHEREAS the current system of assessment is 6 to 8 months behind on new properties being added to the assessment roles and;

WHEREAS MPAC continually seems to be reducing staff in regional offices in favour of placing emphasis on head office operations and;

WHEREAS the complex system of property assessment currently used in Ontario promotes a huge organization of staff costing approximately \$150 million annually which could be better utilized to address infrastructure issues faced by all municipalities, property owners and the province and;

5(b)



Corporation of the Township of Greater Madawaska

Council Resolution Form

Moved By: _____

Seconded By: _____

WHEREAS the present system of assessment results in redistributing of taxes rather than a sound basis for all taxpayers to share fairly in taxes or tax increases (that is tax payer receive significant increases while others have their taxes reduced);

NOW THEREFORE BE IT RESOLVED THAT:

The Township of Greater Madawaska petitions the Province of Ontario to review the Municipal Property Assessment Corporation operations regarding service to the residents of Ontario and further;

That the Township of Greater Madawaska petitions the Province of Ontario to review the property assessment model with a view to implementing a system that sets the value of the property at the time of sale, then fixes the price, with annual COLA adjustments until the next sale of the property and further;

That this resolution be circulated to all MPP's, to the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario, the Municipal Finance Officer's Association, the County of Renfrew, all Renfrew County Municipalities and all municipalities in Ontario for consideration and support and further;

That all municipalities discussing this resolution inform us of their support.

Township of Greater Madawaska
P.O. Box 180
1101 Francis Street
Calabogie, ON K0J 1H0

613-752-2222
613-752-2617 (Fax)

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)

To: **Donna P. Irving**
City Clerk
Level IV – Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1
e-mail: cityclerk@cityssm.on.ca

From **Robert Mcleod**
24 Willow Ave.
Sault Ste. Marie, ON P6B 5A9
e-mail: mcleod robertj@hotmail.com

This letter is a formal request to address Sault Ste. Marie City Council on the matter of bus drivers announcing stops.

I am a visually impaired user of the transit system and was pleased when I saw the cities response to the Human Rights Commission. In the "Report on Public Transit Stop Announcements in Ontario" dated April 2008. Sault St. Marie was reported as one of only 4 cities that were "already compliant or compliant by end of 1st quarter, 2008".

As a user of the transit system I have found that the published position of the Transit Commission has not been accurate.

During a CBC radio news story by Kate Rutherford (Aug 28th) Mayor John Roswell was quoted as saying that I should request to address council about this issue.

After reading an article and editorial in the Sault Star and hearing the comments of transit officials, I would like to present the view from the riders' standpoint. I appreciate this opportunity.

Let me know when/if this will be possible.

Sincerely

Robert Mcleod

5(d)

Ministry
of the
Environment

Office of the Minister

135 St. Clair Ave, West
12th Floor
Toronto ON M4V 1P5
Tel (416) 314-6790
Fax (416) 314-6748

Ministère
de
l'Environnement

Bureau du ministre

135, avenue St. Clair ouest
12^e étage
Toronto ON M4V 1P5
Tél (416) 314-6790
Téléc (416) 314-6748



ENV1283MC-2008-3411

September 18, 2008

His Worship John Rowswell, Mayor
Council Members
City of Sault Ste. Marie
P.O. Box 580, Level IV, Civic Centre
99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Rowswell and Members of Council:

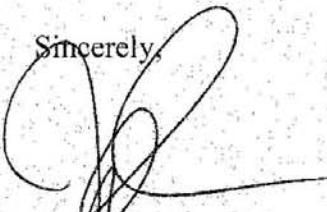
I welcome this opportunity to congratulate the City of Sault Ste. Marie, participating retailers and your partners on the launch of the Shopper Loyalty Program.

The Ontario Government is committed to encouraging ways and means to divert more materials from the waste stream. We recognize the importance of the work that is undertaken and accomplished by our municipal partners towards achieving this goal – particularly innovative projects that reach out to and include public stakeholders in our communities.

I was delighted to learn about Sault Ste. Marie's pilot program to reduce the number of plastic bags that are distributed by stores in your community, and that funding from my ministry helped to facilitate this worthwhile venture. I understand that program initiatives include the participation of the Recycling Council of Ontario, local merchants, residents, schools and other organizations. This is exactly the type of grassroots cooperation that we need to see, and I commend you for it. No doubt, your program will help inspire other communities across the province to do more to reduce, reuse and recycle.

Thank you for your efforts, and please keep up the great work!

Sincerely,


John Gerretsen
Minister

c: Ms. Jo-Anne St. Godard
Recycling Council of Ontario

RECEIVED
CITY CLERK

SEP 26 2008

NO.: 51085

DIST.:



OUTSTANDING COUNCIL RESOLUTIONS

As of September 22, 2008

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
March 22, 2004	Review current branding and develop new brands	T. Sheehan J. Curran	EDC/TSSM	Tourism SSM to report on status
May 8, 2006	Report on development of the local workforce and current labour requirements	J. Collins T. Sheehan	Destiny S.S.M. E.D.C.	Pending EDC direction
July 24, 2006 and May 14, 2007	Possibility of purchasing playground equipment that meets CSA requirements to replace the train at Bellevue Park	T. Sheehan S. Butland	P.R.A.C.	October 2008
July 21, 2008	Report on recommendations to recognize late Ken Danby	T. Sheehan S. Myers	Cultural Advisory Board	CAB reported on 2008 07 21 - Council referred back to CAB for further report coming October 2008
February 25, 2008	Report on Soo Minor Baseball Association request for financial changes to their agreement with the City.	T. Sheehan D. Celetti	P.R.A.C.	October 6, 2008
March 31, 2008	Report on safety concerns on Goulais Avenue between Third and Fourth Line	D. Celetti O. Grandinetti	Engineering	October 2008
May 12, 2008	Report on the topics of green canopy and eco-friendly parking lots	S. Butland J. Caicco	Planning	December 2008
June 23, 2008	Report on speed limit and safety concerns for pedestrians on Second Line	D. Celetti O. Grandinetti	P.W. & T.	October 2008
August 18, 2008	Report on next steps for continuation of waterfront walkway	T. Sheehan S. Myers	Planning	October 2008

5(e)

<u>COUNCIL DATE</u>	<u>SUBJECT OF RESOLUTIONS</u>	<u>SPONSORED BY</u>	<u>REPORTING DEPARTMENT</u>	<u>COMMENTS/STATUS</u>
August 18, 2008	Report on city plan for safety and evacuation of Manitou Park residents in case of a fire or explosion (proximity of a Propane Depot and oil tanks)	P. Mick B. Hayes	Fire	November/December 2008
September 8, 2008	Report on access to Recreation Policy for low income families	B. Hayes S. Myers	C.S.D.	March 2009
September 8, 2008	Report on use of dogs to control geese in public areas.	J. Caicco S. Butland	P.W. & T.	November 2008
September 22, 2008	Report in 9 months on effectiveness of the Community Bus pilot project to Pawating Place	B. Hayes J. Caicco	P. W. & T.	July 2009

5(e)

5(f)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Ukrainian Cultural Committee of Sault Ste Marie
Cathy Beaudette, President TELEPHONE: 759 4689

ADDRESS: 71 Oregon Rd Sault Ste Marie POSTAL CODE: P6A 4V6

The above person hereby makes application for the closing of

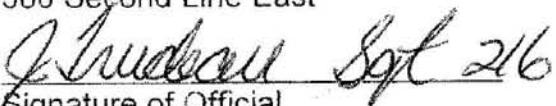
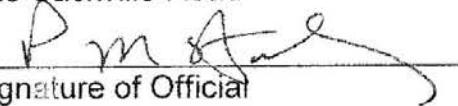
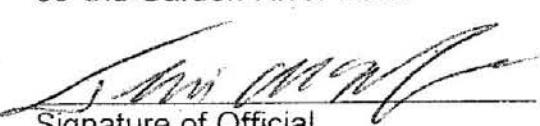
Queen St - East to Brock (Both lanes closed)
 (Name of street to be closed) for Safety

from East St to Brock St

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

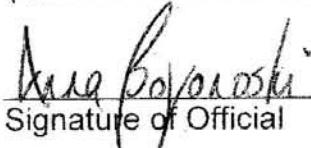
on the 25th day of October, 2008 from 10:30 am/pm to 12 ^{noon} am/pm
 for the purpose of a dedication ceremony in front of the Sault Ste Marie
Museum

APPROVALS SECTION:

- | | |
|--|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
| 
Signature of Official | |
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
| 
Signature of Official | |
| 5. Central Ambulance Communication Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 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.) _____



Signature of Official

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
b.berlingieri@cityssm.on.ca

2008 10 06

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:

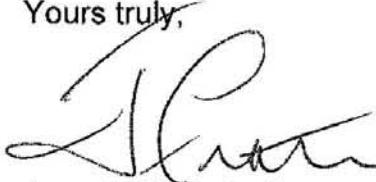
1. **Don Scott & Sam Piraino – Public Works & Transportation – Transit Division**
Northern Regional Transit Meeting
October, 2008
Timmis, ON
Estimated total cost to the City - \$ 1,978.62
Estimated net cost to the City - \$1,978.62

2. **Larry Kennedy – Engineering & Planning – Building Division**
Building Envelope the House – Part 9
January, 2009
Woodbridge, ON
Estimated total cost to the City - \$ 2,032.00
Estimated net cost to the City - \$ 2,032.00

3. **Chris Gillespie, Michael Dionisi, George Bumbacco, Stuart Cole – Fire Services**
Firefighter Survival & Rescue, Train the Trainer
October, 2008
Waterloo, ON
Estimated total cost to the City - \$ 1,734.00
Estimated net cost to the City - \$ 1,734.00

4. **Mike Lebel – Public Works & Transportation Department**
October, 2008
Snow & Ice Colloquium
Mississauga, ON
Estimated total cost to the City - \$ 1,351.00
Estimated net cost to the City - \$ 1,351.00
5. **Kim Streich-Poser – Social Services Department**
November, 2008
Ministry & CMSM/DSSAB – Face to Face Meeting
Sudbury, ON
Estimated total cost to the City - \$ 354.00
Estimated net cost to the City - \$ 177.00
6. **Jim Elliott – Public Works & Transportation Department**
October, 2008
Ontario Traffic Conference
Alliston, ON
Estimated total cost to the City - \$ 954.00
Estimated net cost to the City - \$ 954.00
7. **Denis Desrosiers – Legal – Provincial Offences Division**
October, 2008
Appeal Implementation Northeast Region
Sudbury, ON
Estimated total cost to the City - \$ 944.00
Estimated net cost to the City - \$ 944.00

Yours truly,



Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(h)



2008 10 06

Mayor John Rowswell
and Members of City Council
Civic Centre

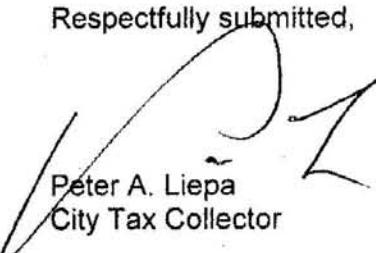
RE: Property Tax Appeals

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,

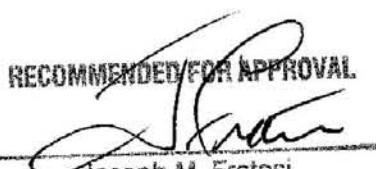

Peter A. Liepa
City Tax Collector

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: 2008-10-06
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS	TOTAL	
						TAXES	INTEREST	ADJUSTMENT
010-020-018-00	110 BRISTOL PL	WALZ LAURA	RESIDENTIAL/COMMERCIAL	A	08-018	291.65	0.00	291.65
030-035-063-00	366 MCNABB ST	NENONEN MICHAEL MATTHEW	RESIDENTIAL	D	08-019	489.59	0.00	489.59
050-030-073-00	196 SECOND LINE W	NADEAU JAMES DARWIN	RESIDENTIAL/COMMERCIAL	A	08-020	171.02	0.47	171.49
060-004-105-00	845 BONNEY ST	PAQUETTE RICHARD BROCK	RESIDENTIAL	C	08-021	192.92	2.40	195.32
060-050-223-01	111 MAKI RD	MORLEY DONALD HUGH	RESIDENTIAL	C	08-022	549.50	0.00	549.50
		MORLEY NANCY LYNN						

Certified Correct:

Peter A. Liepa
City Tax Collector

REPORT TOTAL 1,694.68 2.87 1,697.55

- 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(3)

5(i)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2008 10 06

Mayor John Rowswell and
Members of City Council

Re: Financial Report @ June 30, 2008

Please find attached a six month report prepared by Mr. Scott McLellan, Manager of Budgets and Revenue.

The two major issues identified are higher winter control and fuel costs. Staff will continue to monitor these issues. The City has a one million dollar winter control reserve.

This is provided for the information of Council.

Respectfully submitted,

A handwritten signature of W. Freiburger, CMA.

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

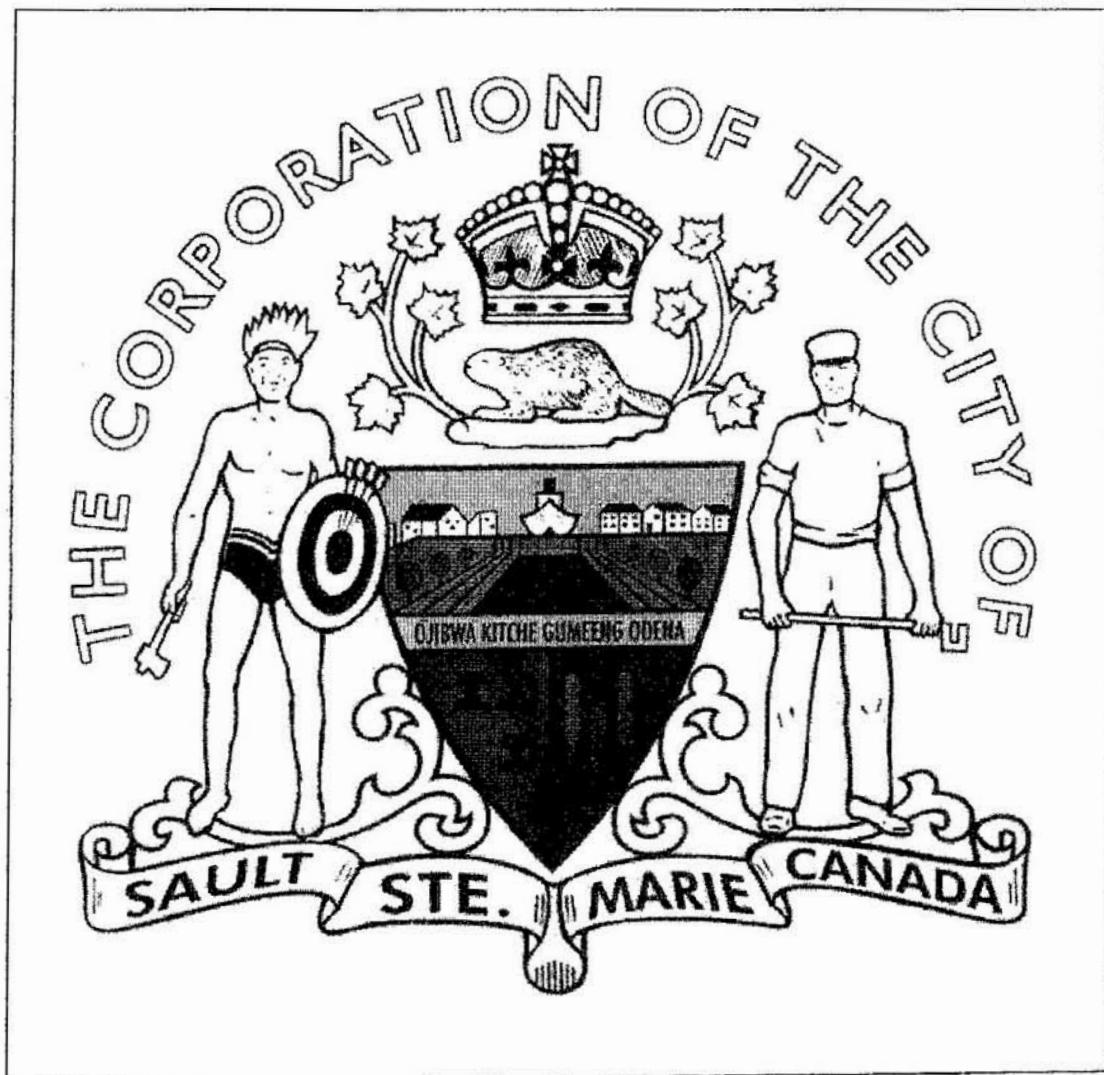
attachment

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

5(i)

CORPORATION OF THE CITY OF SAULT STE. MARIE

FINANCIAL REPORT @ JUNE 30, 2008



Prepared by : Scott McLellan
Manager of Budgets & Revenue
Finance Department

5(i)

SIX MONTH REPORT

Attached are Computer Reports for Expenditures (including commitments) as well as the Revenue and Netted Summaries.

The Process used in this report was to ask each Department to review their accounts and to provide input in to any areas of concern.

Individual departments have identified some concerns in individual Accounts/Cost Centres but on an overall basis they appear within budget on a Global basis. There are a several areas of concern and the main issues are summarized below. Copies of the departmental responses are attached.

Public Works is anticipating an over expenditure in Winter Control as only 13.5% of the budget is unspent. It is possible, depending on weather conditions in the final few months of this year that the over run could approach \$ 1,000,000.

There has been a great deal of volatility in the world markets with the cost of a barrel of oil approaching \$ 150.00. While the cost has recently dropped it is anticipated that by year end that on an overall basis fuel costs could be overspent by at least \$ 870,000. This estimate is based on reports from the individual departments. Obviously, there are many factors which will impact on fuel costs for the balance of the year and this amount is a simply a best guess. It should also be noted that while it is difficult to quantify, the overage in winter control contributes to the overage in fuel costs. We estimate that approximately \$ 210,000 of the Winter Control overage relates to fuel costs. These higher costs are reflected in the charges for use of the equipment. The overage in fuel and in winter control in theory will be less than the sum of both. The high cost of oil also adversely impacts on road construction and road repairs as the cost of asphalt has experienced dramatic increases.

After considering the Winter Control fuel consumption, the potential overage in fuel could be \$ 660,000. This can be partially offset by unspent funds in the Unforeseen account (\$ 150,000) as well as other under expenditures or additional revenue throughout our operation. This will be further reviewed during the Nine month review.

An area which is showing a positive variance is Landfill Tipping Fee Revenue. At June 30, the budget for the year has been achieved. This is largely due to the rebuilding of a petroleum sales facility. This revenue is one time in nature. It is also important to note that any revenue in excess of the budget is transferred to the Landfill Site Reserve Account.

5(i)

There are many adjustments required in the Capital & Debt Levy area and these accounts will be in line at year end.

The Legal Department's numbers appear unfavourable, however, this is a result of the Corporate Insurance Cost Centre. There will be a year end adjustment in this Cost Centre which will bring the insurance costs more in line with the budget estimate.

A great deal of staff time and effort has centred on the new Financial system and we look forward to implementation of this system and the enhanced reporting that we expect to flow from this system.

FNRP310-1

FINANCIAL REPORTING - CORPORATE SUMMARY**EXPENDITURES + REVENUE**

Period: from	20080101	to	20080630					
Department Name	Expenditures	Commitments	Revenue	Total	Budget	Variance	Rem %	
MAYOR & COUNCIL	280,745.29	.00	.00	280,745.29	697,510.00	416,764.71	59.8	
CHIEF ADMINISTRATIVE OFFI	139,952.95	.00	.00	139,952.95	313,855.00	173,902.05	55.4	
HUMAN RESOURCES DEPARTMEN	574,174.67	300.00	.00	574,474.67	1,255,800.00	681,325.33	54.3	
CLERKS DEPARTMENT	363,335.94	424.88	-31,631.32	332,129.50	878,085.00	545,955.50	62.2	
FINANCE DEPARTMENT	1,743,868.76	264.99	-255,073.00	1,489,060.75	3,460,015.00	1,970,954.25	57.0	
LEGAL DEPARTMENT	1,746,304.69	.00	-1,688,374.39	57,930.30	-238,815.00	-296,745.30	124.3	
FIRE DEPARTMENT	5,763,679.63	2,133.35	-1,257,895.38	4,507,917.60	10,742,335.00	6,234,417.40	58.0	
POLICE SERVICES	8,911,945.19	.00	-176,076.87	8,735,868.32	19,442,040.00	10,706,171.68	55.1	
ENGINEERING & PLANNING	4,179,818.34	157,423.38	-642,135.81	3,695,105.91	10,587,940.00	6,892,834.09	65.1	
PUBLIC WORKS & TRANSPORTA	14,743,244.17	65,588.42	-4,788,143.69	10,020,688.90	26,508,733.00	16,488,044.10	62.2	
COMMUNITY SERVICES DEPART	3,894,369.42	13,158.00	-2,651,432.64	1,256,094.78	4,241,105.00	2,985,010.22	70.4	
SOCIAL SERVICES DEPARTMEN	4,176,542.68	9,147.94	-3,980,112.50	205,578.12	105,000.00	-100,578.12	-95.8	
LIBRARY BOARD	1,502,715.98	.00	-98,334.40	1,404,381.58	.00	-1,404,381.58	.0	
OUTSIDE AGENCIES & LEVY B	19,244,398.22	.00	.00	19,244,398.22	27,857,955.00	8,613,556.78	30.9	
CORPORATE FINANCIAL & OTH	4,436,040.83	.00	-106,169,471.56	-101,733,430.73	-118,350,361.00	-16,616,930.27	14.0	
CAPITAL LEVY & DEBENTURE	9,956.00	.00	.00	9,956.00	12,498,803.00	12,488,847.00	99.9	
EDUCATION REQUISITIONS	11,584,959.56	.00	-23,169,919.05	-11,584,959.49	.00	11,584,959.49	.0	
Report Total:	83,296,052.32	248,440.96	-144,908,600.61	-61,364,107.33	.00	61,364,107.33	.0	
YTD Total:	105,553,441.40	248,440.96	-162,639,643.12	-56,837,760.76	.00	56,837,760.76	.0	

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FNRP310-1

FINANCIAL REPORTING - CORPORATE SUMMARY**REVENUE ONLY**

Period: from	20080101	to	20080630					
Department Name	Expenditures	Commitments	Revenue	Total	Budget	Variance	Rem %	
MAYOR & COUNCIL	.00	.00	.00	.00	.00	.00	.0	
CHIEF ADMINISTRATIVE OFFI	.00	.00	.00	.00	.00	.00	.0	
HUMAN RESOURCES DEPARTMEN	.00	.00	.00	.00	.00	.00	.0	
CLERKS DEPARTMENT	.00	.00	-31,631.32	.00	-42,730.00	-11,098.68	26.0	
FINANCE DEPARTMENT	.00	.00	-255,073.00	.00	-383,830.00	-128,757.00	33.5	
LEGAL DEPARTMENT	.00	.00	-1,688,374.39	.00	-2,471,790.00	-783,415.61	31.7	
FIRE DEPARTMENT	.00	.00	-1,257,895.38	.00	-3,508,435.00	-2,250,539.62	64.1	
POLICE SERVICES	.00	.00	-176,076.87	.00	-1,273,850.00	-1,097,773.13	86.2	
ENGINEERING & PLANNING	.00	.00	-642,135.81	.00	-821,050.00	-178,914.19	21.8	
PUBLIC WORKS & TRANSPORTA	.00	.00	-4,788,143.69	.00	-7,618,535.00	-2,830,391.31	37.2	
COMMUNITY SERVICES DEPART	.00	.00	-2,651,432.64	.00	-4,657,820.00	-2,006,387.36	43.1	
SOCIAL SERVICES DEPARTMEN	.00	.00	-3,980,112.50	.00	-8,236,670.00	-4,256,557.50	51.7	
LIBRARY BOARD	.00	.00	-98,334.40	.00	-3,060,200.00	-2,961,865.60	96.8	
OUTSIDE AGENCIES & LEVY B	.00	.00	.00	.00	.00	.00	.0	
CORPORATE FINANCIAL & OTH	.00	.00	-106,169,471.56	.00	-136,256,607.00	-30,087,135.44	22.1	
CAPITAL LEVY & DEBENTURE	.00	.00	.00	.00	.00	.00	.0	
EDUCATION REQUISITIONS	.00	.00	-23,169,919.05	.00	-23,285,685.00	-115,765.95	.5	
Report Total:	.00	.00	-144,908,600.61	.00	-191,617,202.00	-46,708,601.39	24.4	
YTD Total:	.00	.00	-162,639,643.12	.00	-191,617,202.00	-28,977,558.88	24.4	

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FNRP310-1

FINANCIAL REPORTING - CORPORATE SUMMARY**EXPENDITURES + COMMITMENTS**

Period: from 20080101	to 20080630	Expenditures	Commitments	Revenue	Total	Budget	Variance	Rem %
MAYOR & COUNCIL		280,745.29	.00	.00	280,745.29	697,510.00	416,764.71	59.8
CHIEF ADMINISTRATIVE OFFI		139,952.95	.00	.00	139,952.95	313,855.00	173,902.05	55.4
HUMAN RESOURCES DEPARTMEN		574,174.67	300.00	.00	574,474.67	1,255,800.00	681,325.33	54.3
CLERKS DEPARTMENT		363,335.94	424.88	.00	363,760.82	920,815.00	557,054.18	60.5
FINANCE DEPARTMENT		1,743,868.76	264.99	.00	1,744,133.75	3,843,845.00	2,099,711.25	54.6
LEGAL DEPARTMENT		1,746,304.69	.00	.00	1,746,304.69	2,232,975.00	486,670.31	21.8
FIRE DEPARTMENT		5,763,679.63	2,133.35	.00	5,765,812.98	14,250,770.00	8,484,957.02	59.5
POLICE SERVICES		8,911,945.19	.00	.00	8,911,945.19	20,715,890.00	11,803,944.81	57.0
ENGINEERING & PLANNING		4,179,818.34	157,423.38	.00	4,337,241.72	11,408,990.00	7,071,748.28	62.0
PUBLIC WORKS & TRANSPORTA		14,743,244.17	65,588.42	.00	14,808,832.59	34,127,268.00	19,318,435.41	56.6
COMMUNITY SERVICES DEPART		3,894,369.42	13,158.00	.00	3,907,527.42	8,898,925.00	4,991,397.58	56.1
SOCIAL SERVICES DEPARTMEN		4,176,542.68	9,147.94	.00	4,185,690.62	8,341,670.00	4,155,979.38	49.8
LIBRARY BOARD		1,502,715.98	.00	.00	1,502,715.98	3,060,200.00	1,557,484.02	50.9
OUTSIDE AGENCIES & LEVY B		19,244,398.22	.00	.00	19,244,398.22	27,857,955.00	8,613,556.78	30.9
CORPORATE FINANCIAL & OTH		4,436,040.83	.00	.00	4,436,040.83	17,906,246.00	13,470,205.17	75.2
CAPITAL LEVY & DEBENTURE		9,956.00	.00	.00	9,956.00	12,498,803.00	12,488,847.00	99.9
EDUCATION REQUISITIONS		11,584,959.56	.00	.00	11,584,959.56	23,285,685.00	11,700,725.44	50.2
Report Total:		83,296,052.32	248,440.96	.00	83,544,493.28	191,617,202.00	108,072,708.72	56.4
YTD Total:		105,553,441.40	248,440.96	.00	105,801,882.36	191,617,202.00	85,815,319.64	56.4

(129)

FNRP330-1

FINANCIAL REPORTING - DIVISIONAL SUMMARY**EXPENDITURES +
COMMITMENTS**

Division N112 WINTER CONTROL

Period: from **20080101** to **20080630**

Cost Center/Name	Expenditures	Commitments	Revenue	Total	Budget	Variance	Rem %
631600 STREET PLOWING	387,129.83	.00	.00	387,129.83	366,090.00	-21,039.83	-5.7
631602 SNOW REMOVAL	1,585,831.79	.00	.00	1,585,831.79	1,396,351.00	-189,480.79	-13.5
631603 SNOW DITCHING	90,182.33	.00	.00	90,182.33	121,495.00	31,312.67	25.7
631604 WINTER DRAINAGE	137,953.88	.00	.00	137,953.88	127,005.00	-10,948.88	-8.6
631605 SIDEWALK CLEARING	143,726.35	.00	.00	143,726.35	231,805.00	88,078.65	37.9
631606 LANE PLWG/RMVG	35,297.99	.00	.00	35,297.99	39,085.00	3,787.01	9.6
631610 SANDING STREETS	354,419.19	.00	.00	354,419.19	450,593.00	96,173.81	21.3
631611 SIDEWALK SANDING	235,045.98	.00	.00	235,045.98	280,550.00	45,504.02	16.2
631612 SALTING STREETS	316,341.15	.00	.00	316,341.15	624,401.00	308,059.85	49.3
631614 STREET CLEANUP	463,921.06	.00	.00	463,921.06	436,044.00	-27,877.06	-6.3
631615 SIDEWALK CLEANUP	84,572.27	.00	.00	84,572.27	115,180.00	30,607.73	26.5
631617 LAWN RESTORATION	24,873.02	.00	.00	24,873.02	61,259.00	36,385.98	59.3
631630 SNOWFENCE ERECTION	.00	.00	.00	.00	.00	.00	.0
631691 EMERGENCY RD SERV	68,410.09	.00	.00	68,410.09	260,133.00	191,722.91	73.7
631906 WINTER CONT DS ES	123,958.41	.00	.00	123,958.41	179,885.00	55,926.59	31.0
631907 WINTER CONT DS NES	32,989.37	.00	.00	32,989.37	30,390.00	-2,599.37	-8.5

(51)

FNRP330-1

FINANCIAL REPORTING - DIVISIONAL SUMMARY**EXPENDITURES +
COMMITMENTS**

Division N112 WINTER CONTROL

Period: from 20080101 to 20080630

Cost Center/Name	Expenditures	Commitments	Revenue	Total	Budget	Variance	Rem %
Report Total:	4,084,652.71	.00	.00	4,084,652.71	4,720,266.00	635,613.29	13.5

5(1)

	2007 BUDGET	2007 ACTUAL	2008 APPROVED	ACTUAL @ August 29	PROJECTED to December 31
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PUBLIC WORKS & TRANSPORTATION

WORKS DIVISION

636-920-208-7	DIESEL COLOURED	202,185.00	313,986.58	202,185.00	289,972.25	439,600.00
636-920-209-5	GASOLINE REG DISTR	206,860.00	242,637.88	206,860.00	171,392.29	319,500.00
636-920-210-3	DIESEL FUEL DISTR	260,180.00	301,940.27	260,180.00	293,139.10	513,800.00
		669,225.00	858,564.73	669,225.00	754,503.64	1,272,900.00

TRANSIT DIVISION

632-101-210-3	GASOLINE	5,125.00	0.00	5,125.00	3,151.05	4,700.00
632-100-355-7	LEASED VEHICLE - GAS	5,500.00	1,634.62	5,500.00	3,876.12	5,800.00
661-012-210-0	GAS & OIL	79,730.00	67,942.59	79,730.00	56,189.65	86,000.00
632-101-214-5	GAS TAX - FUEL	52,785.00	0.00	52,785.00	0.00	0.00
632-101-215-2	DIESEL FUEL	773,375.00	902,891.81	873,375.00	699,829.78	1,070,000.00
661-018-215-3	DIESEL FUEL	14,550.00	13,598.49	17,450.00	22,127.77	36,000.00
		931,065.00	986,067.51	1,033,965.00	785,174.37	1,202,500.00

PARKING DIVISION

634-002-210-9	GASOLINE	2,865.00	425.74	2,865.00	1,625.69	2,450.00
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CEMETERY DIVISION

655-201-210-3	GASOLINE & DIESEL	27,200.00	29,526.62	27,000.00	28,555.21	48,500.00
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TOTAL PW&T 1,630,355.00 1,874,584.60 1,733,055.00 1,569,858.91 2,526,350.00

FIRE & EMS

620-113-210-4	GASOLINE	16,015.00	16,608.99	16,305.00	13,425.58	20,000.00
620-113-211-2	DIESEL FUEL	25,180.00	29,463.53	29,420.00	31,173.75	46,750.00
620-121-210-4	FUEL - GASOLINE	3,200.00	2,400.69	3,200.00	1,382.79	2,075.00
620-121-215-3	FUEL - DIESEL	39,025.00	36,336.40	39,025.00	29,512.50	44,000.00
		83,420.00	84,809.61	87,950.00	75,494.62	112,825.00

POLICE SERVICES

621-110-210-5	VEHICLE FUEL	7,840.00	8,056.12	9,000.00	5,621.82	8,400.00
621-111-210-4	VEHICLE FUEL	12,000.00	9,194.78	8,000.00	6,887.07	10,300.00
621-112-210-3	VEHICLE FUEL	163,030.00	152,928.57	163,500.00	108,439.39	212,500.00
621-114-210-1	VEHICLE FUEL	30,000.00	27,937.97	30,000.00	19,721.07	29,600.00
621-115-210-0	GASOLINE	4,480.00	2,832.25	3,500.00	2,115.34	3,200.00
		217,350.00	200,949.69	214,000.00	142,784.69	264,000.00

COMMUNITY SERVICES DEPARTMENT

670-035-210-4	GAS & OIL	2,375.00	3,753.03	2,375.00	2,119.42	3,200.00
670-038-210-1	GAS & OIL	7,760.00	7,451.31	7,760.00	5,892.41	8,800.00
670-070-210-0	GASOLINE	2,825.00	5,385.05	5,500.00	4,614.56	6,900.00
		12,960.00	16,589.39	15,635.00	12,626.39	18,900.00

CORPORATE TOTAL 1,944,085.00 2,176,933.29 2,050,640.00 1,800,764.61 2,922,075.00

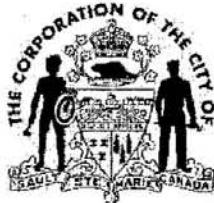
PROJECTED SHORTFALL

870,000.00 *

* Projection based on estimates from the individual departments.

5(j)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

October 6, 2008

Mayor John Rowswell
and Members of City Council

Soo Minor Baseball Association Request for Assistance

Background

At the February 25, 2008 Council meeting the following resolution was passed:

"Resolved that the report of the Commissioner of Community Services 2008 02 25 concerning Soo Minor Baseball Association (SMBA) – Request for Financial Consideration be accepted and the recommendation that the letter from the Soo Minor Baseball Association dated February 11, 2008 BE REFERRED to the Parks and Recreation Advisory Committee for review and report back to Council providing a recommendation on each of the items identified in the letter, be approved."

The Soo Minor Baseball Association (SMBA) is a non-profit organization whose purpose is to foster, promote and teach amateur baseball in Sault Ste. Marie. SMBA leases the property known as Sinclair Yards from the City of Sault Ste. Marie. SMBA built the Sinclair Yards complex, at no cost to the tax payers, for approximately \$1,500,000. In addition, all capital improvements and maintenance are carried out by the SMBA at their expense.

The issues that the SMBA outlined in their February 11, 2008 letter are:

- SMBA requests that the annual licence fee for leasing the property be reduced from \$100.00 per year to \$1.00 per year.
- SMBA requests that the City continue the existing practice of operating the concession transferring the profits to SMBA at the end of each year.
- SMBA requests that the City cancel the water line agreement and the associated fees; and in addition, reimburse to SMBA the concession profits that were withheld in association with the water line issue. Concession profits to be reimbursed – \$7,606.14; water line costs (principal) to be forgiven - \$11,034.38.
- SMBA requests that the invoice associated with the parking lot millings be cancelled. Original invoice - \$761.63.
- SMBA requests that the City continue the existing arrangement of picking up the garbage from the Sinclair Yards complex.
- SMBA will then agree to renew their licence to operate until the year 2020. The current agreement terminates in 2012.

The Parks and Recreation Advisory Committee struck a subcommittee for this matter. Two meetings were held with SMBA representatives - Mr. Graham Newman and Mr. Mike Lebel - to review the requests and the history behind each of the issues.

5(j)

Through a review of all previous correspondence and the history on each issue, the subcommittee agrees that Soo Minor Baseball Association's requests are legitimate and reasonable and should be accommodated. Further the subcommittee agrees that the extension of the agreement to 2020 would be very beneficial for baseball in Sault Ste. Marie.

The subcommittee's report to the Parks and Recreation Advisory Committee is attached.

The Parks and Recreation Advisory Committee met on September 9, 2008 and passed the following resolution:

Moved by: D. Greenwood
Seconded by: M. Kontulainen

"Resolved the Parks and Recreation Advisory Committee recommend to City Council that the report of the Baseball Subcommittee and all of the recommendations contained there-in be recommended to Council for approval." **Carried**

In consultation with Finance Department staff, if the report is approved then it is recommended that the adjustments be allocated to their respective cost centres.

Recommendation

The Parks and Recreation Advisory Committee recommends to City Council that the requests from Soo Minor Baseball Association (SMBA) as noted below be approved; and further that staff proceed with extending the agreement with SMBA to the year 2020; and in addition that the financial adjustments be allocated to their respective cost centres.

1. That the annual licence fee for leasing the property be reduced from \$100.00 per year to \$1.00 per year.
2. That the City continue the existing practice of operating the concession and transferring the profits to SMBA at the end of each year.
3. That the City cancel the water line agreement and the associated fees; and in addition reimburse SMBA the concession profits that were withheld in association with the water line agreement. Concession profits to be reimbursed - \$7,606.14; water line costs (principal) to be forgiven - \$11,034.38.
4. That the invoice associated with the parking lot millings be cancelled. Original invoice - \$761.63.
5. That the City continue with the existing practice of picking up the garbage from Sinclair Yards complex.

Respectfully submitted on behalf of the Parks and Recreation Advisory Committee,

Nicholas J. Apostle
Commissioner Community Services

cc: Parks and Recreation Advisory Committee
B. Freiburger, Commissioner of Finance
L. Bottos, City Solicitor
R. Travaglini, Manager of Parks
N. Fera, Manager Community Centres
J. Cain, Manager Recreation & Culture

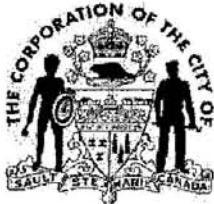
attachment: PRAC Baseball Subcommittee report

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(j)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 09 09

Mr. Jerry Bumbacco, Chairperson
and Members of the Parks and Recreation Advisory Committee

Soo Minor Baseball Association Request for Assistance

Background

At the February 25, 2008 Council meeting the following resolution was passed:

"Resolved that the report of the Commissioner of Community Services 2008 02 25 concerning Soo Minor Baseball Association (SMBA) – Request for Financial Consideration be accepted and the recommendation that the letter from the Soo Minor Baseball Association dated February 11, 2008 BE REFERRED to the Parks and Recreation Advisory Committee for review and report back to Council providing a recommendation on each of the items identified in the letter, be approved."

The Soo Minor Baseball Association (SMBA) is a non-profit organization whose purpose is to foster, promote and teach amateur baseball in Sault Ste. Marie. SMBA leases the property known as Sinclair Yards from the City of Sault Ste. Marie. SMBA built the Sinclair Yards complex, at no cost to the tax payers, for approximately \$1,500,000. In addition, all capital improvements and maintenance are carried out by the SMBA at their expense.

The issues that the SMBA outlined in their February 11, 2008 letter are:

- SMBA requests that the annual license fee for leasing the property be reduced from \$100.00 per year to \$1.00 per year.
- SMBA requests that the City continue the existing practice of operating the concession transferring the profits to SMBA at the end of each year.
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- SMBA will then agree to renew their licence to operate until the year 2020. The current agreement terminates in 2012.

The Parks and Recreation Advisory Committee struck a sub-committee for this matter. Two meetings were held with SMBA representatives Mr. Graham Newman and Mr. Mike Lebel to review the requests and the history behind each of the issues.

5(j)

Through a review of all previous correspondence and the history on each issue, the sub-committee agrees that Soo Minor Baseball Association's requests are legitimate and reasonable and should be accommodated; and further the sub-committee agrees that the extension of the agreement to 2020 would be very beneficial for baseball in Sault Ste. Marie.

Recommendation

The sub-committee recommends that the Parks and Recreation Advisory Committee recommend to Council that the requests from Soo Minor Baseball Association (SMBA) as noted below be approved; and further that staff proceed with extending the agreement with SMBA to the year 2020.

1. That the annual license fee for leasing the property be reduced from \$100.00 per year to \$1.00 per year.
2. That the City continue the existing practice of operating the concession and transferring the profits to SMBA at the end of each year.
3. That the City cancel the water line agreement and the associated fees; and in addition reimburse SMBA the concession profits that were withheld in association with the water line agreement. Concession profits to be reimbursed - \$7,606.14; water line costs (principal) to be forgiven - \$11,034.38.
4. That the invoice associated with the parking lot millings be cancelled. Original invoice - \$761.63.
5. That the City continue with the existing practice of picking up the garbage from Sinclair Yards complex.

Respectfully submitted on behalf of the sub-committee,

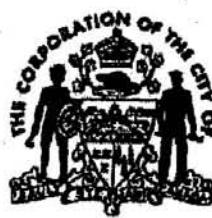


Nicholas J. Apostle
Commissioner Community Services

jp/paracumba sept 00

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NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



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

2008 02 25

Mayor John Rowswell
and Members of City Council

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

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

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

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

Recommendation

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

Respectfully submitted,

A handwritten signature in black ink that appears to read "Nicholas J. Apostle".

Nicholas J. Apostle
Commissioner Community Services

Planned Meeting February 25

attachments

5(j)



SOO MINOR BASEBALL ASSOCIATION INC

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

February 11, 2008

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

ATT: Mr. Nick Apostle
Commissioner of Parks and Recreation
RE: SMBA – City of Sault Ste. Marie
License- Sinclair Yards

Dear Sir:

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

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

Thanks again for all your help.

Yours truly,



Graham B. Newman
SMBA

GN:hn

5(j)

Attachments

February 11, 2008

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

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

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

In order to carry on we would appreciate the following:

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

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

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

Who We Are

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

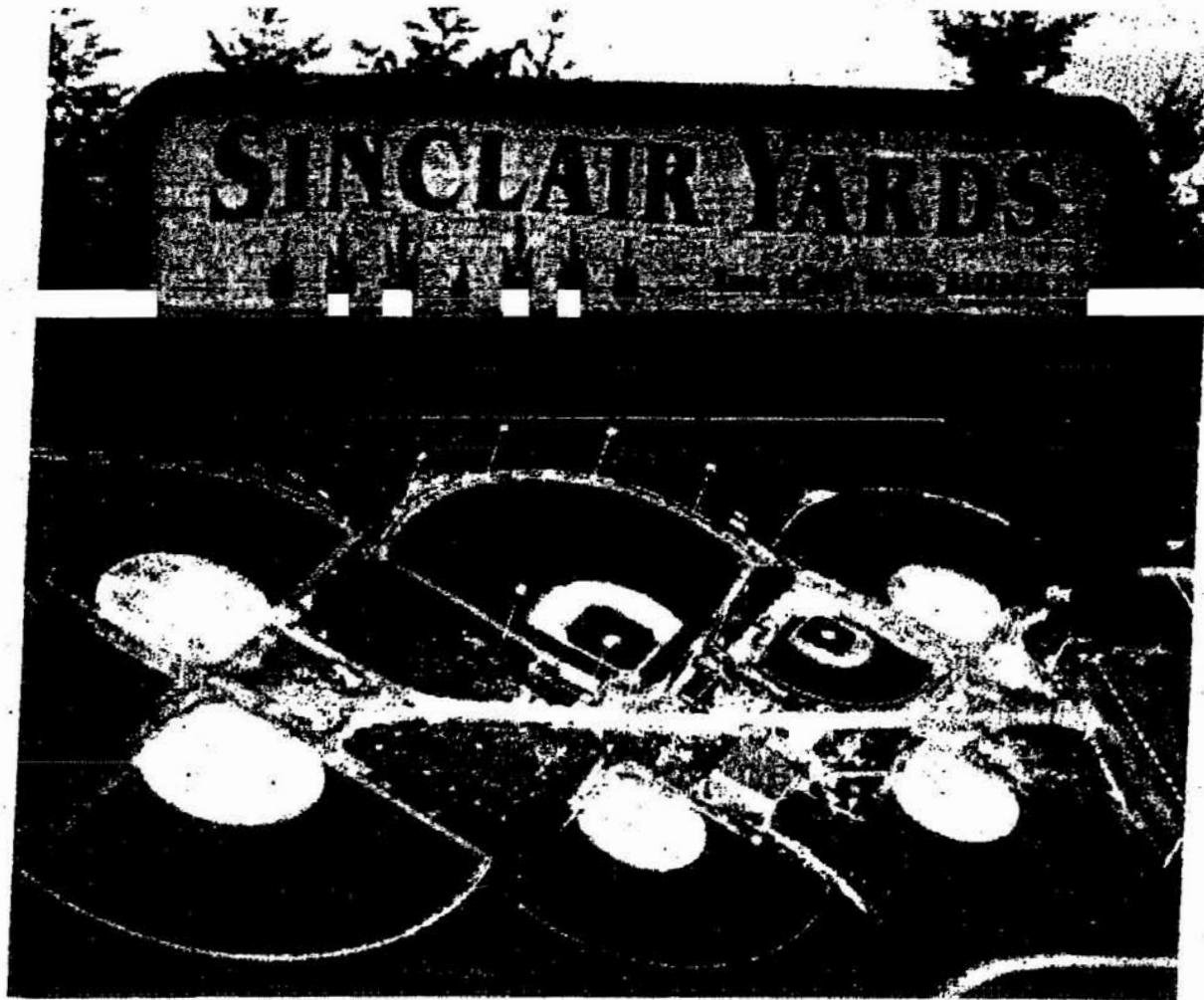
- Purpose:
- 1) The purpose of this association is to foster, promote and teach amateur baseball within the recreational boundaries of Sault Ste. Marie, while providing maximum opportunity to all eligible individuals (even if they can't afford it!).
 - 2) To develop, organize and control team competition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

History:

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

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

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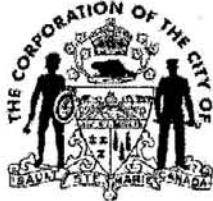
The Soo Minor Baseball Association and the Soo Selects play their games at Sinclair Yards, which is located on Black Road, just north of Second Line. It has indoor washrooms, concession stand, pop machines, and covered picnic table area. Adjoining Sinclair Yards, on the northwest corner of Second Line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



SOO MINOR BASEBALL ASSOCIATION INC.

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

CATHY FERGUSON
MANAGER DAY CARE SERVICES



COMMUNITY SERVICES DEPARTMENT
Municipal Day Nurseries Division
Jessie Irving Children's Centre
Maycourt Children's Centre
Best Start Program

5(k)

October 6, 2008

Mayor John Rowswell
and Members of City Council

Maycourt Children's Centre

Maycourt Children's Centre was constructed in 1972. Since 2003, Maycourt has experienced a number of roof repairs, due to leaking, that have cost between \$132. to \$2,650. The largest of these repairs occurred in October 2006. These leaks have also caused interior damage requiring floor replacement in two offices, as well as ceiling tile replacements in the playrooms and kitchen. Financial assistance was received from the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the aforementioned roof repairs and interior damage. In May 2006, a roof inspection (report attached) was conducted by M.R. Wright & Associates and recommended that the roof be replaced at the Maycourt Children's Centre.

In June 2008, a request for financial assistance was submitted to the DSSMSSAB. The request was submitted to DSSMSSAB because it is the funding branch for Day Care Services in Sault Ste. Marie. On September 4, 2008, notification was received from DSSMSSAD that our request for \$72,000. to complete the replacement of the roof at Maycourt was approved.

Staff is proceeding to tender this project for completion in 2008; however circumstances may warrant that the work be done in the spring of 2009.

Respectfully submitted for your information.

Cathy Ferguson
Manager Municipal Day Care Services

Nicholas J. Apostle
Commissioner Community Services

✓
RECOMMENDED FOR APPROVAL

J.M.F.
Joseph M. Fratesi
Chief Administrative Officer

5(k)



ENGINEERING OFFICE

Member of Consulting Engineers of Ontario

Member of Association of Consulting Engineers of Canada

Certificate of Authorization Professional Engineers Ontario



Structural

Civil & Municipal

Environmental

Geotechnical

Mechanical & Electrical

Inspection & Testing

7416

May 29, 2006

Mr. Nick Apostle, Commissioner
Community Services Division
Civic Centre, 99 Foster Dr.
Sault Ste. Marie ON P6A 5X6

Re: Maycourt Daycare Centre – Roof Inspection Report

Dear Mr. Apostle

We attended the site of the Maycourt Daycare centre to inspect the condition of the roof and provide this brief report of our findings. The facility is located on the northwest corner of the intersection of Salisbury Avenue and Rosedale Place in Sault Ste. Marie ON.

We have been in discussion with Ms. Cathy Ferguson, supervisor of the centre and she provided a brief history of the building and the roof. The centre was constructed in 1972 and there were substantial roof renovations in 1989 at a cost of approximately \$14,000.00. No details are available outlining the extent or location of these repairs. At that time, the original roof would have been 17 years old and may have been in need of replacement if it had deteriorated prematurely. Conventional built-up roof membranes consisting of layers of asphalt impregnated felts laid in hot asphalt can be expected to have a useful life of 20 to 25 years in this northern Ontario climate if properly constructed and maintained. In 2003, 2005 and earlier this year, minor repairs have taken place in random areas as leaks occurred.

At this time, assuming the complete roof was replaced in 1989 it is now 17 years old. Our on-site observations and discussions with Ms. Ferguson and the roofing contractor making the latest repairs, indicate that there are once again extensive problems with this roof. The attached pictures show the roof and some details at openings. There are obvious patch areas and the majority of the leaks appear to be occurring at the north east (front) quadrant of the building. Although there is some 'bleed' through of asphalt visible at other locations on the roof, there is no evidence of water infiltration and the membrane appears reasonably intact.

It is our opinion that the roof in the area of the above-roof air-handling units at the north portion of the building should be replaced this year. This would make up approximately one half of the total roof area. Based on our visual observations of the remaining roof area, we would estimate that it may have a useful service life of between 3 and 5 years, after which it too will require replacement.

Although the roof is not yet 20 years old and replacing a portion of it may be delayed for a few years, we are recommending that the complete roof be replaced this year. Although costs for replacing a portion may be deferred for 3 to 5 years, monetary savings may not be realized. If a portion of the existing roof is left and leaks develop, water could enter the new roof system and damage insulation. The cost per square foot for partial replacement would be a more expensive undertaking due to fixed costs of the contractor relating to mobilizing and setting up at the site on more than one occasion. Inflation and increases in product costs will also add to the cost by deferring the work.

w:\correspondence\7400\7416\roof report.doc

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If the complete roof is reconstructed with a similar conventional built-up roof membrane this year, the estimated cost would be between \$45,000.00 and \$50,000.00. If a single-ply rubber membrane such as Sarnafil brand is used as the roof membrane, the cost would be between \$55,000.00 and \$60,000.00. These budget costs include removal of all existing material down to the roof deck, installation of new vapour barrier, placement of 3" of insulation and new perimeter metal cap flashing.

If the work is scheduled in two phases of approximately equal portions, the cost for a conventional built-up roof system would be between \$25,000.00 and \$30,000.00 this year and \$30,000.00 and \$35,000.00 in three years time. We would not recommend installing Sarnafil rubber membrane in two phases as it is not compatible with the existing asphalt membrane.

For budgeting purposes, Engineering fees to prepare plan drawings and details and specifications for tendering as well a review of the work during reconstruction would be in the range of 10% of replacement costs.

We trust this is satisfactory for your requirements at this time. If you have any questions or would like to discuss this report, please call our office at your convenience.

Yours truly,



M.P. Figures CET

MPF:mpf
Encl.

Photo 2. View of north west quadrant of root.

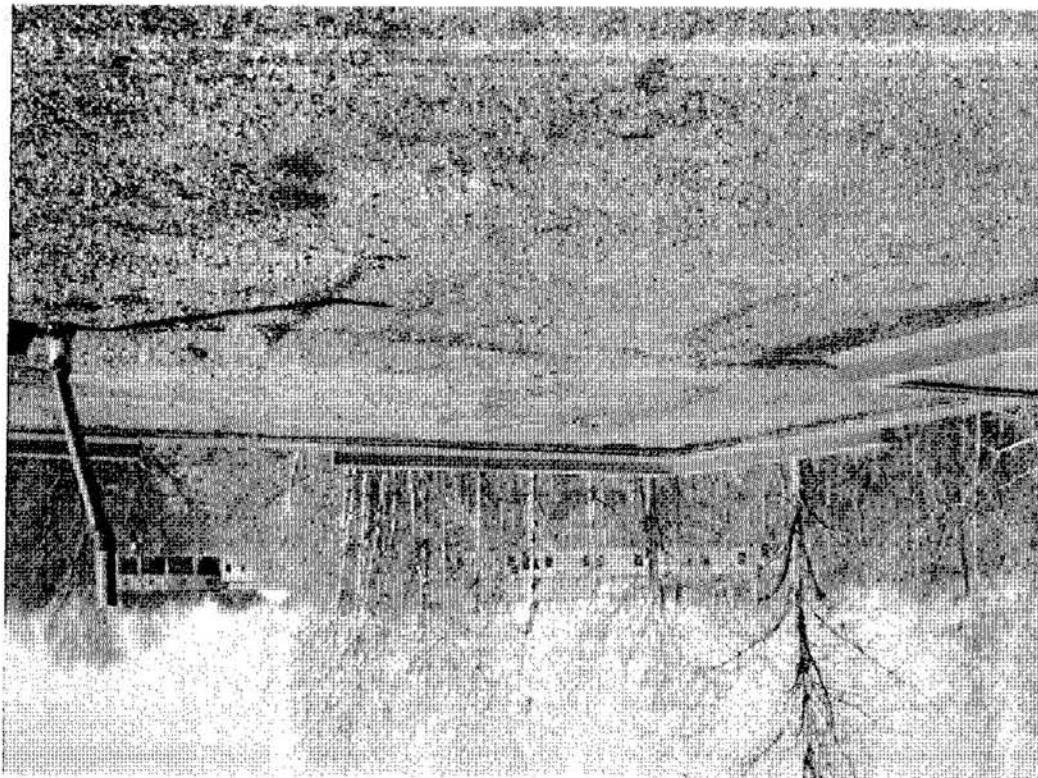
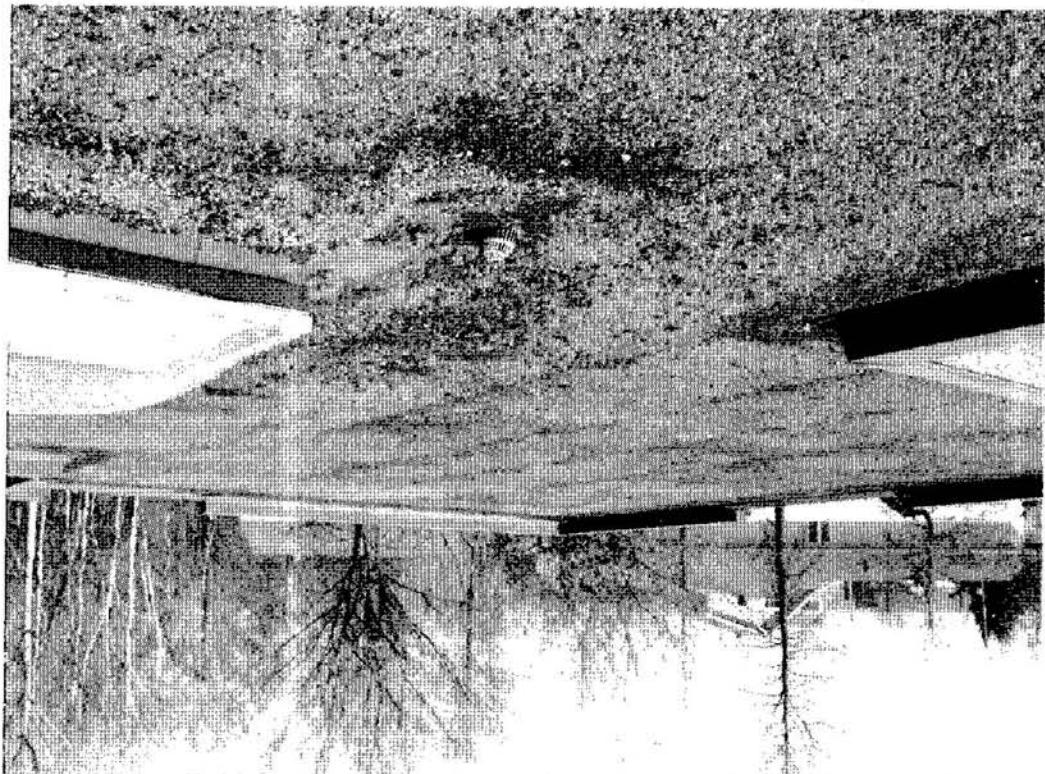


Photo 1. View of south west quadrant of root.



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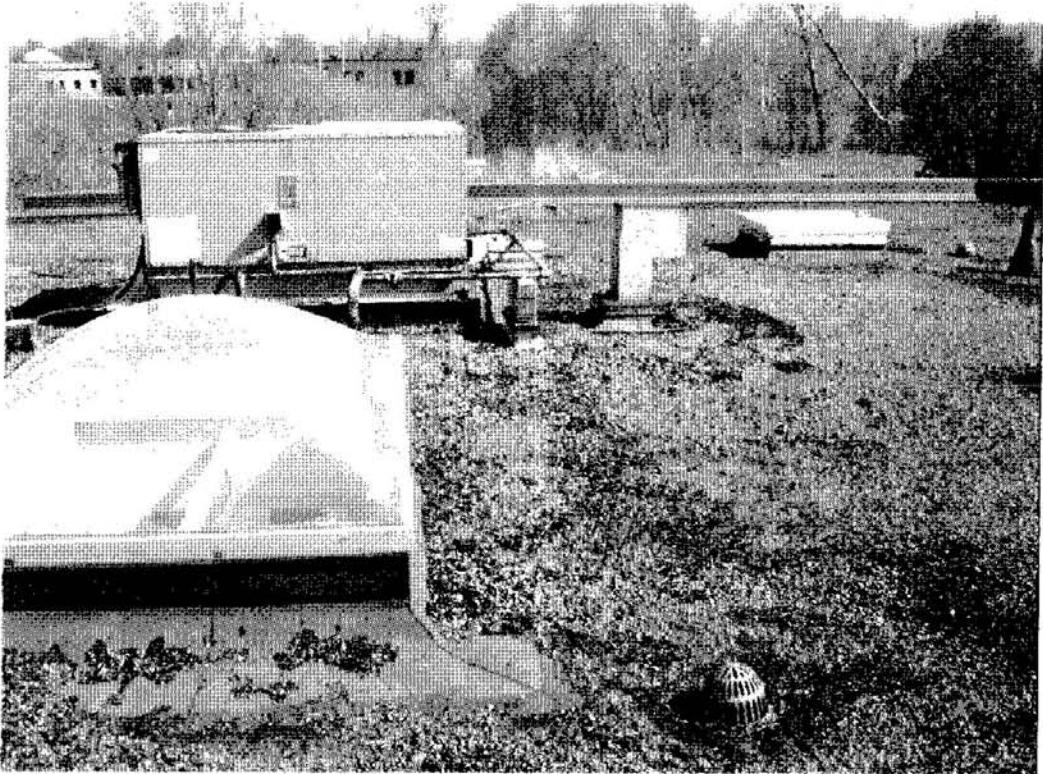


Photo 3. Openings in north half of roof.



Photo 4. View of north east quadrant of roof.

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390 Bay Street, 5th Floor
Sault Ste. Marie, Ontario
P6A 1X2
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Fax (705) 949-3026
Email: mrw@mrweng.ca

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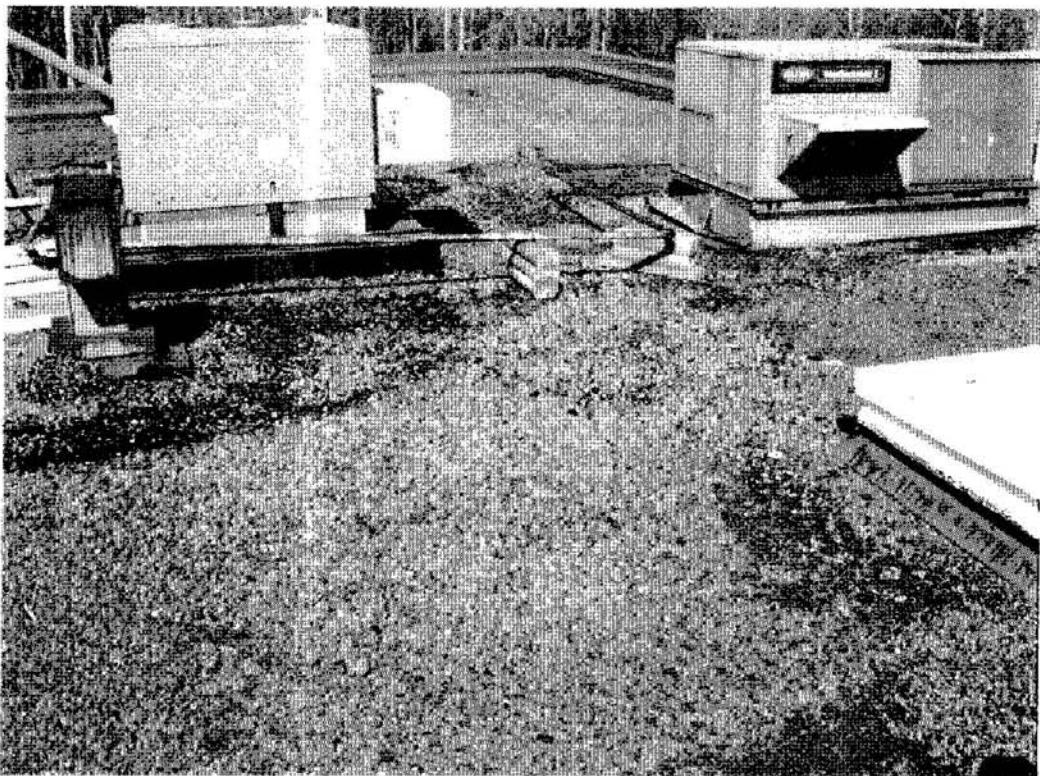


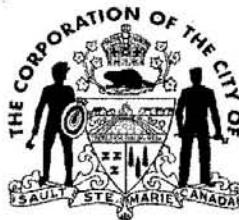
Photo 5. Openings in north half of roof.



Photo 6. Deteriorated membrane in vicinity of roof drain.

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(1)

2008 10 06

Our File: Contract 2008-2E

Mayor John Rowswell
Members of City Council

**RE: CONTRACT 2008-2E
RECONSTRUCTION OF SHANNON ROAD REVISED COMPLETION DATE**

As Council is aware, the above-named contract was awarded at the Council meeting of 2008 04 28 to Palmer Construction Group Ltd.

Due to poorer than expected ground conditions, learning curves with new procedures put in place by the PUC for temporary water systems, and a very aggressive completion date set in the contract, the Contractor will not be able to meet his completion date of September 30, 2008. The Engineering Department and Kresin Engineering Corporation have reviewed the Contractor's request for extension and have decided the following:

- 1) The contract limits will be pulled back approximately 80m to the south. This work (sewers, water, road, hub trail, etc.) will be removed from the current contract and carried over to the next phase of the Shannon Road Reconstruction.
- 2) The completion date for the contract will be extended by one (1) month from September 30 to October 31, 2008.
- 3) Residents currently hooked up to the temporary system north of the new contract limits, will be reconnected to the old watermain for the winter.

The removal of this portion of the contract represents \$470,000 being removed from this year's work. Should the Contractor fail to complete the work by the revised completion date, he will be charged liquidated damages totaling \$1,000 per calendar day.

This report is for Council's information.

Respectfully submitted,

Recommended for approval,

Carl Rumiel, P. Eng.
Design and Construction Engineer

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

CR/al

Attach.

F:\ANNIE\IC-2008-2E - Reconstruction of Shannon Road - Phase II\Council Report - 2008 10 06.doc

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

September 25, 2008

Ref. No. 0769.04

Mr. Carl Rumiel, P.Eng.
Design and Construction Engineer
City of Sault Ste. Marie
Civic Centre
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Re: Shannon Road Reconstruction: City Contract 2008-2E

Dear Mr. Rumiel:

In follow-up to our meeting of September 16, 2008 with City Engineering staff and representatives of Palmer Construction, regarding Palmer's requested extension to the Time For Completion of the above noted Contract, we present the following conclusions and recommendations.

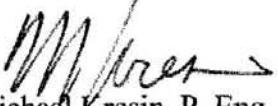
Based on a review of the available information and discussions during the meeting, it was concluded that the City would agree to the following modifications to the Contract:

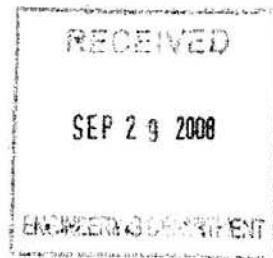
1. The north limit of the Contract be adjusted to remove the work in the Wellington Street intersection and terminate this year's construction at an appropriate location—agreed to be at the proposed maintenance holes near station 11+125; and,
2. The Time For Completion of the contract be revised to October 31, 2008.

In order to implement these modifications, we recommend that a Contract Change Order be executed outlining the above items as well as confirming that the Contractor will make no claims for increased costs associated with these items. As directed, a Change Order to this affect has been provided to Palmer Construction for their execution; a copy is attached for your reference. Signed copies for approval will be forwarded to the City when they have been executed by Palmer.

Should you wish to discuss any of the above, please do not hesitate to contact our office.

Yours very truly,
Kresin Engineering Corporation


Michael Kresin, P. Eng.
Consulting Engineer
Encl.
0769.06 mk ltr Rumiel re Extension 2.doc



**ATTENTION: RESIDENTS IN THE AREA OF SHANNON ROAD
BETWEEN MARGARET STREET AND WELLINGTON STREET EAST**

RE: SHANNON ROAD 2008 RECONSTRUCTION

The reconstruction of Shannon Road is continuing this fall with the goal of completing work to the point where it will be left in suitable condition over the winter months so as not to further inconvenience residents.

With this in mind, the City Engineering Department has decided to stop the 2008 reconstruction approximately 100 metres south of the Wellington Street intersection; whereas it was originally planned that this year's project would conclude north of Wellington Street. Reconstruction will continue in the spring of 2009 from where it is terminated this fall.

At this time the City Engineering Department and Kresin Engineering Corporation would like to express our thanks for your patience through the past few months.

Should you have any questions, further details may be obtained by contacting either of the following:

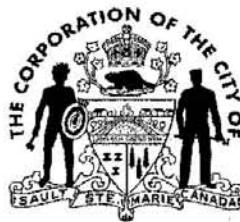
City of Sault Ste. Marie
Attention: Carl Rumieli, P. Eng.
Supervisor of Construction
99 Foster Drive, Civic Centre
Sault Ste. Marie, ON
Tel: (705) 759-5379

Kresin Engineering Corporation
Attention: Andrew Holmberg, CET.
Project Supervisor
536 Fourth Line East
Sault Ste. Marie, ON
Tel: (705) 949-4900

5(m)

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

October 6, 2008

File: A-07-5-04 & B-98-10

Mayor John Rowswell
Members of Council

Re: Possible Lane Reconfiguration of Wellington and Queen Street East

During the design of the reconstruction of Wellington Street from Trunk Road to East Street, the question was posed about the possibility of converting Wellington Street to three lanes; a continuous center left turn lane, and one lane in each direction with cycling lanes adjacent to the curb. This design alternative was evaluated together with doing the same lane configuration on Queen Street, east of Pim Street to the golf course.

This alternative was reviewed by our traffic consultant, Bryan Haigh of Read, Voorhees and Associates, and his report is attached. His recommendation is that Wellington remain four lanes from Trunk Road to East Street, but three lanes will be adequate on Queen Street east of Pim once the hospital relocates. There is a future possibility that Wellington Street could be reduced to three lanes but only when the new Highway 17 is connected at the Black Road/Second Line intersection. This recommendation supports the approved revised Cycling Master Plan which identified Queen Street East as a candidate for three vehicular lanes plus two cycling lanes. It is noted that this recommendation is supported by Public Works and Transportation.

Accordingly, we will be marking Wellington Street this year as four lanes. The conversion of Queen to three lanes with cycling lanes is proposed to coincide with the planned reconstruction of Queen Street from Pim to Simpson in 2011 after the hospital relocates. At this time, our interpretation of the municipal class environmental assessment documents is that the conversion to three lanes is a schedule A+ activity, which only requires public notice at the time of conversion to three lanes.

This report is for Council's information.

Respectfully submitted,

B. Diogno
for
Don J. Elliott, P. Eng.
Director of Engineering Services

Recommended for Approval:

J. Dolcetti
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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

5(m)

READ, VOORHEES & ASSOCIATES LIMITED

2 DUNCAN MILL ROAD • DON MILLS • ONTARIO • M3B 1Z4
TEL: (416) 445-4360 readvoorhees@rva.ca FAX: (416) 445-4809



September 3, 2008

Rick Talvitie
TSH
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

Re: Wellington and Queen Streets

Dear Sir:

I have completed my review of the issues related to the lane configuration on Wellington Street and Queen Street and the possibility of having a configuration with fewer lanes. The following is my report.

EXISTING AND FUTURE ROADWAY CONDITIONS

The section of Wellington Street from Trunk Road to East Street is four lanes wide. Due to a limited right-of-way, the lanes are narrower than desirable. Queen Street in the same corridor is also marked as a four-lane roadway.

At the time the transportation planning study¹ was completed, the reconstruction of Wellington Street was anticipated to occur before the construction of Carmen's Way (the new truck route) and the completion of New Highway 17. However, Carmen's Way was constructed before Wellington Street was reconstructed. The final section of New Highway 17 has not yet been completed.

On lower volume roadways, the extension of Third Line west of Great Northern Road and the extension of Pine Street north to Second Line have been approved and will be constructed. The South Market extension to McNabb Street is in the approval process and is expected to be approved and constructed. None of these projects will have a significant effect on the volumes on Wellington Street or Queen Street in the study area.

The City is in the process of adopting a new Heavy Vehicle By-law that became possible by the completion of Carmen's Way. The new by-law will prohibit most trucks from driving in the Core Area (the area generally bounded by Carmen's Way, Second Line, Black Road, Trunk Road and Shannon Road). The section of Trunk Road and Wellington Street from Black Road to Pim Street will not be a truck route and trucks will be prohibited from using it

¹ Read, Voorhees & Associates, *City of Sault Ste. Marie Transportation Planning Study*, March 2002

unless making a trip with a legitimate purpose in the corridor. This will result in a large decrease in the number of trucks using Wellington Street and other streets in the Core Area.

EXISTING AND FUTURE LAND USE CONDITIONS

The hospital complex on Queen Street will be closed when the new Sault Area Hospital on Third Line east of Great Northern Road opens. This will leave the hospital area on Queen Street vacant. The 1400 employees will travel to and from the new hospital site instead of the Queen Street site.

Although there are no firm plans for the Queen Street site, it is anticipated that it will be redeveloped with residential land uses. Part of the development is expected to be seniors housing. It is estimated that with a fairly high density residential development, the site could accommodate approximately 550 units with a population of approximately 1100 people. These estimates are based on the following assumptions and values:

- 9 ha (22 acre) site area;
- higher density development that could be from 20 to 30 units per acre - average of 25 units per acre was assumed;
- 22 acres at 25 units per acre is 550 units;
- 275 units assumed to be standard units and 275 units assumed to be seniors units;
- an average of 2.0 people per household was assumed (this is a bit less than the average for the city but reflects the family size of apartment dwellers and seniors - 550 units at 2.0 people per unit is 1100 people).

It is expected that development to the full potential of the site would not be completed for many years.

EXISTING AND FUTURE TRAFFIC CONDITIONS

The City conducted traffic counts ion Wellington Street and Queen Street in June and July, 2007. The existing traffic volumes are 19,500 vehicles per day (vpd) on Wellington Street and 16,200 vpd on Queen Street.

The relocation of the hospital, the addition of Carmen's Way and the new heavy vehicle by-law will result in less traffic on the section of Trunk Road and Wellington Street west of Black Road and on Queen Street. A transportation planning analysis was conducted to estimate the future traffic volumes on Wellington Street between Trunk Road and East Street and on Queen Street in the vicinity of the hospital. The traffic volumes reflect the changes noted above but do not include completion of New Highway 17. The traffic volumes will decrease substantially when the hospital is relocated in the near term (assumed to be 2011) and will gradually increase as redevelopment of the hospital site occurs in the long term (assumed to be to 2020).

Street / Period	Volumes (vehicles per day)
Wellington Street	
- Existing / 2007	19,300
- Near Term / 2011	16,400
- Long Term / 2020	17,000
Queen Street	
- Existing / 2007	16,200
- Near Term / 2011	11,100
- Long Term / 2020	12,500

The combination of the number of lanes, the capacity of the lanes and the volumes allows the level of service (LOS) to be estimated. The LOS is a measure of the delay or the quality of traffic flow on the roadway. The LOS ranges from A (excellent) to F (severe congestion). LOS A, B and C are considered good, LOS D is marginal and LOS E and F are poor.

The following table shows the estimated LOS values for the volumes in the long-term period from the above table. Both the 4-lane and 3-lane (one through lane in each direction and a centre turning lane) options are included.

Street	Level of Service
Wellington Street volume 17,000 vpd	
- 4 lanes	B
- 3 lanes	F
Queen Street volume 12,500 vpd	
- 4 lanes	A
- 3 lanes	C

With the forecast long-term volumes, Wellington Street with three lanes would operate poorly as an arterial roadway. Wellington Street would operate well with four lanes. Queen Street would operate well with either three lanes or four lanes.

COMPARISON

The busiest roadway in the City that has one through lane in each direction is McNabb Street between Black Road and Adeline Avenue. This road carries approximately 16,000 to 17,000 vehicles per day and, compared to Wellington Street, has few driveways to create traffic friction due to left and right turning vehicles. McNabb Street is being widened and the South Market Extension will be constructed to relieve the traffic congestion in that area.

With the forecast long-term volumes on Wellington Street as a three-lane roadway, due to the volumes, the driveway density, and the effects of the right turning vehicles, the level of congestion would be as great or greater than the existing congestion on McNabb Street. Consequently widening would be desirable. It really comes down to the amount of congestion that is acceptable and the negative effects of the congestion on traffic operations and safety.

RECOMMENDATIONS

Based on the above volumes and LOS, it is recommended that Wellington Street continue to function with four lanes. Although there are examples of roadways with three lanes (one lane in each direction and a centre turning lane) carrying heavy volumes of traffic in the range of 17,000 vpd, most such examples are on collector roadways that were four lanes and have been converted to three lanes as a traffic calming measure, not on major arterial roads where carrying traffic is the most important function of the roadway. With such high traffic volumes, three-lane roadways essentially operate at capacity. When New Highway 17 is completed, the traffic volumes on Wellington Street will decrease. In general, but especially when New Highway 17 is opened, the traffic volumes on Wellington Street and the turning volumes at the key intersections of East Street, Pim Street and Church Street should be monitored and analysed to determine if the lane configuration on Wellington Street or at any of the intersections could or should be modified.

The traffic volumes on Queen Street will be in the range of 12,500 vpd and one lane in each direction plus a centre turning lane will provide adequate capacity. I recommend that after the hospital has been relocated, traffic counts be conducted on Queen Street and at the key intersections. The traffic volumes should be analysed and the analysis should include an allowance for the traffic that will be generated by redevelopment of the hospital site. At that time, there may be more definite plans for redevelopment of the site than there are now and more precise traffic generation can be considered. I expect the analysis will show that a three-lane configuration will provide adequate capacity for the future long term traffic volumes.

There has been a suggestion that Wellington Street and Queen Street be configured with two westbound lanes and one eastbound lane on Wellington Street and two eastbound lanes and one westbound lane on Queen Street. This configuration is not recommended. One reason is that a vehicle in the one-lane direction on either Wellington Street or Queen Street that is waiting to turn left at a driveway or intersection will cause following traffic to stop until there is a gap in the oncoming traffic and the left turn vehicle clears the through lane. This is a safety issue and I would expect a significant increase in the number of rear-end collisions if this plan was implemented. The other reason is that a single eastbound lane on Wellington Street will not provide the capacity required to handle the traffic demand and some traffic would divert to Queen Street, which leads to longer trips, more fuel consumption and greater emissions.

SUMMARY

There are upcoming changes that will affect the volumes of traffic on Wellington Street and Queen Street in the area of interest covered by this report. The area is generally Wellington Street from East Street to Trunk Road and Queen Street east of Church Street.

One major change will be the relocation of the hospitals from the Queen Street site to the new Sault Area Hospital on Third Line. The Queen Street hospital site is expected to be redeveloped as a residential area over an extended period of time. The relocation of the hospitals will result in a substantial decrease in traffic volumes on Queen Street and a decrease on Wellington Street as well.

Another change will be revision of the heavy vehicle by-law to remove the truck route designation on Wellington Street from Black Road to Pim Street. This will substantially reduce the number of trucks on Wellington Street west of Black Road.

The effects of these changes were analysed to assess if Wellington Street or Queen Street could function satisfactorily as three-lane roadways with one lane in each direction and a centre turning lane.

It is recommended that Wellington Street continue to function as a four-lane roadway until New Highway 17 is completed. The traffic volumes should be monitored after Wellington Street is re-opened and especially after New Highway 17 is opened, and the possibility of three-lane operation assessed again.

It is recommended that the traffic volumes on Queen Street be assessed after the hospital relocation is complete. It is expected that the analysis will indicate that Queen Street could operate well as a three-lane roadway at that time and into the future.

Please contact me if you have any questions or require additional information.

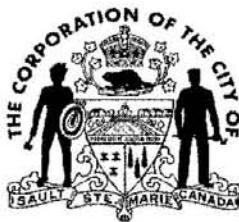
Yours very truly,

READ, VOORHEES & ASSOCIATES LIMITED

B. Haigh

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
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5(n)

October 6, 2008

File: 9.5.9

Mayor John Rowswell
Members of Council

Re: Connecting Link – Request for 2009 MTO Allocation

The City received an unconditional grant of **\$1,143,750** in 2008 for connecting link projects. **\$787,500** was provided for the resurfacing of Great Northern Road from Fourth Line to Fifth Line. This project will be completed in 2008. The remaining **\$356,250** was allocated to the westbound right turn lane on Second Line at Great Northern Road, which has been deferred to 2009 due to the requirement for a utility easement.

In the fall of each year, we submit a request for the following year's Connecting Link allocation. The attached table shows our suggested five-year Connecting Link schedule. The 2009 program request is to resurface Second Line from North Street to Old Garden River Road at a cost of **\$1,570,000**. The MTO share of this is **\$1,121,250**, and the City's share is **\$448,750**. The City's share will come from the annual Connecting Link allowance of \$500,000 set aside in the Capital Construction budget.

The tentative 2010 request will be for resurfacing Great Northern Road from Second Line to Third Line. We are proposing to construct a sidewalk along the west side of Great Northern Road which will address a long-standing requirement for pedestrians. It is noted that this would be entirely at the City's cost as new sidewalks are not shareable with the MTO under Connecting Link rules.

Council should note that staff regularly reminds MTO in correspondence regarding the resurfacing of these connecting links that **while they carry provincial traffic, MTO does not share in maintenance costs**. It is noted that on Second Line and Great Northern Road in particular, there have been occasions over the past few years where we have had no choice but to construct significant sized patches on some lanes to address major surface deterioration. Patches such as the one done this summer on Great Northern Road north of Second Line are done entirely at City cost. **The fact that MTO provides no assistance for maintenance to municipalities remains a deficiency in the Connecting Link Program.**

Under the Municipal Class Environmental Assessment Act, the planned resurfacing of Second Line in 2009 falls under Schedule A which means it is pre-approved. This resurfacing contract, if approved, will be prepared and administered by our own Engineering Technical staff.

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This report is presented for Council's information.

Respectfully submitted,


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

Recommended for Approval:


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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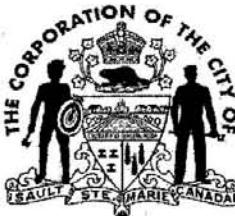

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Capital Construction Plan, Connecting Links (2009 to 2013)									
Year	Type	Street	From	To	Total Cost	Not Sharable	Sharable	MTO Cost	City Cost
2009	Resurface	Second Line East	North St	Sackville Rd	\$ 365,000	\$ 15,000	\$ 350,000	\$ 262,500	\$ 102,500
	Resurface	Second Line East	Sackville Rd	Great Northern Rd	\$ 855,000	\$ 35,000	\$ 820,000	\$ 615,000	\$ 240,000
	Resurface	Second Line East	Great Northern Rd	Old Garden River R	\$ 350,000	\$ 25,000	\$ 325,000	\$ 243,750	\$ 106,250
					\$ 1,570,000	\$ 75,000	\$ 1,495,000	\$ 1,121,250	\$ 448,750
2010	Resurface*	Great Northern Rd	Second Line E.	Terrance Ave.	\$ 910,000	\$ 149,500	\$ 760,500	\$ 570,375	\$ 339,625
	Resurface*	Great Northern Rd	Terrance Ave	Third Line	\$ 940,000	\$ 153,000	\$ 787,000	\$ 590,250	\$ 349,750
					\$ 1,850,000	\$ 302,500	\$ 1,547,500	\$ 1,160,625	\$ 689,375
2011	Par Recon (4 lanes)	Second Line East	Old Garden R. Rd.	A/C width change	\$ 3,290,000	\$ -	\$ 3,290,000	\$ 2,467,500	\$ 822,500
					\$ 3,290,000	\$ -	\$ 3,290,000	\$ 2,467,500	\$ 822,500
2012	Par Recon (4 lanes)	Second Line East	A/C width change	Black Rd	\$ 2,310,000	\$ -	\$ 2,310,000	\$ 1,732,500	\$ 577,500
					\$ 2,310,000	\$ -	\$ 2,310,000	\$ 1,732,500	\$ 577,500
2013	Resurface	Second Line East	Carmen's Way	North St	\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,125,000	\$ 375,000
					\$ 1,500,000	\$ -	\$ 1,500,000	\$ 1,125,000	\$ 375,000
Needs Beyond 2013									
		Trunk Road	East City Limit	Boundary Road					
		Trunk Road	Boundary Road	Black Road					
		Black Road	Trunk Road	McNabb Street					
		Black Road	McNabb Street	Second Line					
		Carmen's Way	Second Line	Conmee Avenue					
		Carmen's Way	Conmee Avenue	Wellington Street West					
		Carmen's Way	Wellington Street W	Queen Street					
		Queen Street West	Carmen's Way	Huron Street					
		Great Northern Road	Third Line	Fourth Line					
		Great Northern Road	Fourth Line	Fifth Line					
		Great Northern Road	Fifth Line	North City Limit					
Notes: * Not shareable costs include a proposed sidewalk on the west side of Great Northern Road									
Cost estimates in bold are pre-design estimates, others are budget estimates only									

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Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

Tel: (705) 759-5378
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5(0)

2008 10 06
Our File: B-08-04

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: GREAT NORTHERN ROAD CAPACITY EA – NORTH OF SECOND LINE

At the 2008 06 23 meeting Council approved retaining the firm of Kresin Engineering Corporation to conduct an environmental assessment to investigate alternatives for relieving traffic congestion on Great Northern Road between Second Line and Third Line.

The actual cost for an environmental assessment is extremely difficult to estimate. An allowance of \$25,000 was approved in the 2008 Miscellaneous Construction budget for this purpose. The upset limit in the engineering agreement is \$50,000. The Engineering Department will budget an additional \$25,000 in the 2009 Miscellaneous Construction budget.

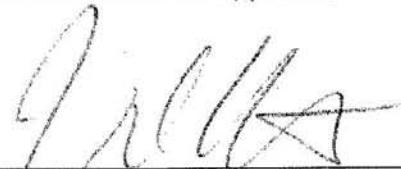
By-law 2008-176, authorizing execution of an agreement between the Municipality and Kresin Engineering Corporation will be found elsewhere on Council's Agenda and is recommended for approval.

Respectfully submitted,

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

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

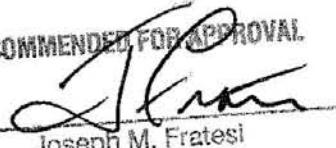
Recommended for approval,

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

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

DJE/al

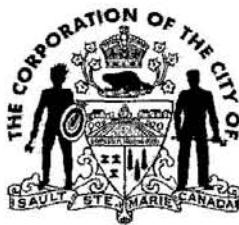
RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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5(p)

2008 10 06
Our File: B-07-06

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: STORMWATER INVESTIGATIVE STUDY –
GREAT LAKES SUSTAINABILITY FUNDING**

At the meeting of 2007 09 24, Council approved a Stormwater Investigative Study to develop a management strategy for stormwater for the City. A budget allowance of \$200,000 was approved in the 2008 capital budget.

The Engineering Department submitted an application to the Great Lakes Sustainability Fund (GLSF) for assistance, given that this initiative will benefit the St. Mary's River Area of Concern. The application is for two thirds of the funding of the project with an upset limit of \$240,000. The project will span two fiscal years for GLSF. The first year is estimated at \$45,000 and the second is \$195,000. Under the Canada-Ontario Agreement, the Ministry of the Environment is making efforts to secure the provincial third of the funding. We are pleased to advise Council that both the federal and provincial thirds of the funding (total \$30,000) for the first year have been approved, and we have been encouraged to reapply for the second fiscal year at the appropriate time. We are assured the project will be given a high priority for the second fiscal year.

Accordingly, if the second fiscal year is approved, the City's share of the project will be \$80,000 which will free up \$120,000 for capital works.

By-law 2008-181 authorizing agreement between the City and GLSF is found elsewhere on this evening's Agenda, and is recommended for approval. A request for proposal will be provided to qualified consultants within the next few weeks.

Respectfully submitted,

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

DJE/al

Recommended for approval,

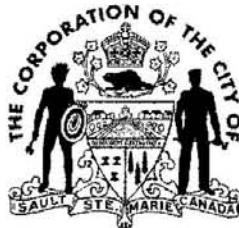
Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(2)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

REPORT TO: Acting Mayor Mick
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2008 10 06

SUBJECT: REQUEST TO PURCHASE 747 WELLINGTON STREET W. AT SECOND LINE

1. PURPOSE

The purpose of this report is to seek Council's approval to declare 747 Wellington Street West (at Second Line) surplus to the City's needs and offer it for sale.

2. BACKGROUND

The City is the owner of 747 Wellington Street West which was purchased many years ago as part of the Second Line reconstruction project. Once the construction was completed, this parcel was left over. The property is approximately 42' x 270' and is zoned R3. We have received a request from a local real estate agent who is assembling land for a commercial client, to sell the property. His client has offers on nearby properties. His client would like to purchase 747 Wellington Street West from the City as part of this assembly.

3. ATTACHMENT

A plan of the subject property is attached.

3. RECOMMENDATION

It is recommended that the property be declared surplus, a valuation be obtained and the property be advertised for sale.

Yours truly,

L. A. Bottos
City Solicitor
/sd

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

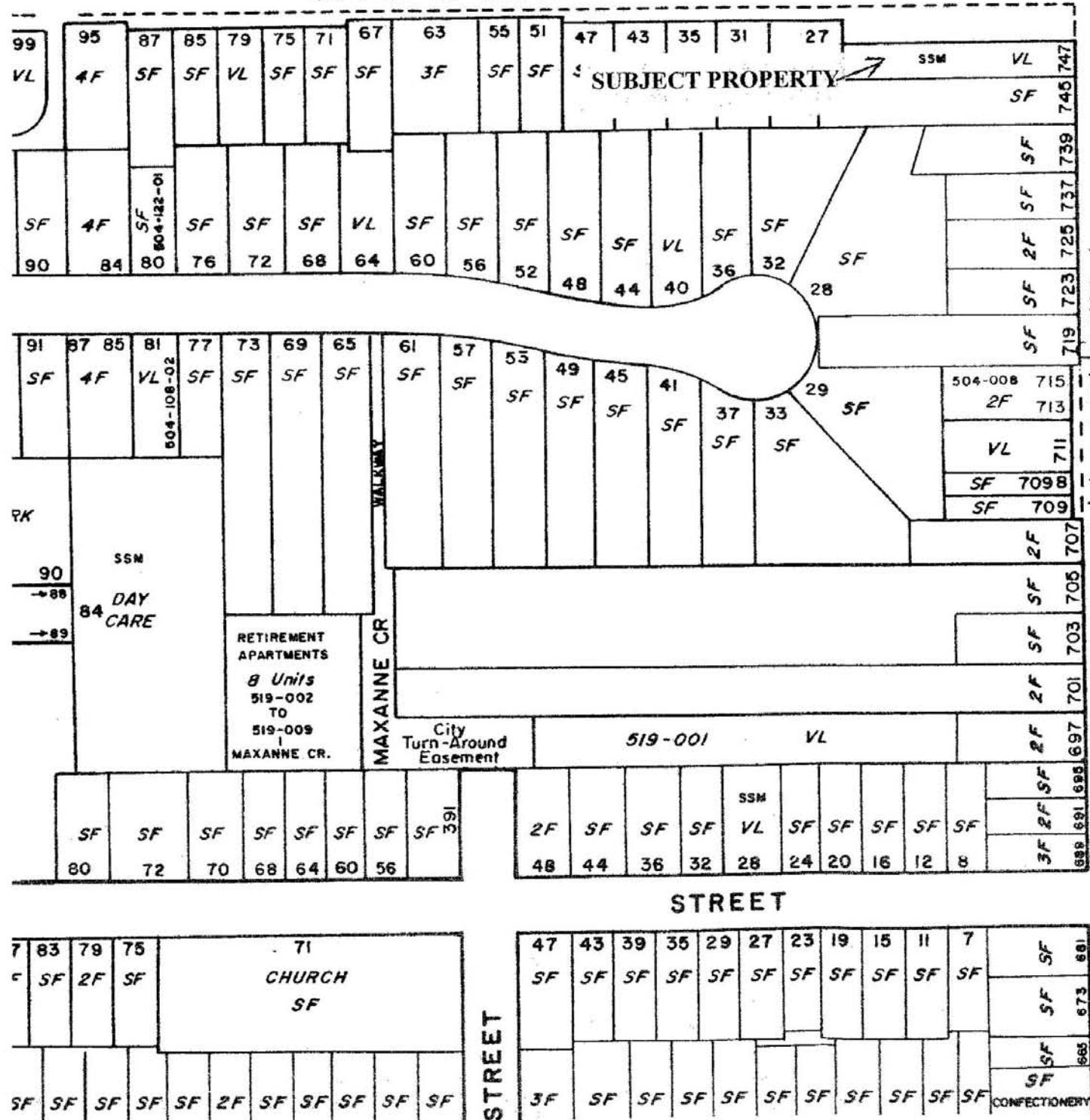
Attachment

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

5(g)

4-7 ROAD WIDENING

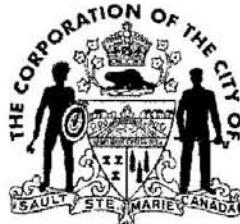
Second Line West



5(r)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L- 135

REPORT TO: Acting Mayor Pat Mick
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2008 10 06

SUBJECT: LEASE RENEWAL – THE SAULT STE. MARIE AND 49TH FIELD REGIMENT R.C.A. HISTORICAL SOCIETY

1. PURPOSE

The purpose of this report is to seek Council's approval to renew the Sault Ste. Marie Museum's lease for 690 Queen Street East.

2. BACKGROUND

The City's lease with the Museum expired on August 31st, 2008. That lease provided for an extension of 10 years. The new lease that has been executed by the Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society commences on September 1st, 2008 and ends on August 31st, 2018. The terms and conditions are the same as in the previous lease.

3. RECOMMENDATION

The lease, which is attached to and forms part of By-law 2008-183, appears elsewhere on your agenda and is recommended for approval.

Yours truly,

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

L. A. Bottos
City Solicitor
/sd

RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

5(s)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: L-76

REPORT TO: Acting Mayor Mick
and Members of City Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2008 10 06

SUBJECT: ART GALLERY OF ALGOMA LEASE EXTENSION

PURPOSE

The purpose of this report is to recommend the extension of the lease between the City and the Art Gallery of Algoma.

COMMENTS

On September 21st, 1979, the City of Sault Ste. Marie entered into a lease agreement with the Art Gallery of Algoma for a building that was to be constructed at what is now 10 East Street. This lease agreement sets out the terms under which the Art Gallery leases the land from the City, specifying insurance requirements, utility charges, etc. The lease was for a term of 25 years commencing on September 26th, 1979, and ending on September 25th, 2004. The rent is set at \$1.00 per year.

The lease also included renewal provisions that state that the Art Gallery is given the option to renew the lease for a further term of 15 years upon the same terms and conditions unless specifically provided otherwise, and then a further option of renewal for 10 years after that.

The Art Gallery has requested that the renewal be formally made, and that the same terms and conditions as the original lease should apply.

RECOMMENDATION

The recommendation is for Council to renew the lease with the Art Gallery of Algoma retroactive to September 26th, 2004 for a period of 15 years until September 25th, 2019. By-law 2008-182 appearing on your agenda authorizes the Acting Mayor and the City Clerk to sign the one page renewal document.

Yours truly,

L. Bottos /sd

Lorie A. Bottos
City Solicitor

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

RECOMMENDED FOR APPROVAL

J. Fratesi
Joseph M. Fratesi
Chief Administrative Officer



2008 10 06

REPORT OF THE DOWNTOWN DEVELOPMENT INITIATIVE GRANT EVALUATION COMMITTEE

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

Background

At their July 21 meeting, City Council approved a further seven grants as part of the Downtown Development Initiative. There are currently forty-two grants that have been approved including the three Municipal Tax rebates approved on July 9, 2007 and February 11, 2008. The total value of grant monies committed to date is approximately \$225,000 (including \$25,000 for Electricity Conservation). If all projects proceed as approved, there will be in excess of \$12,781,768 value in construction. Many projects have started and others are pending the availability of contractors.

A detailed update on all grants is being prepared and will be available as part of an Annual Report on the Downtown Development Initiative. Staff will be preparing a presentation for Council for their meeting in late October or early November. Staff will also be preparing an annual report to the Ontario Ministry of Food and Rural Affairs RED before the end of the fiscal year (April).

The Downtown Development Initiative grants programs include: building restoration and improvements (BRIG); façade improvements (FIG); project feasibility studies (PFSG); electricity conservation projects (ECMG); a municipal tax increment rebate program (MTIR); a tax cancellation program for Brownfield redevelopment (BPTC); and architectural design assistance (ADAP). **Note:** Brownfield Property Tax Cancellation program remains the only program that has not been used.

Grant evaluation committee members are:

Chair:
Don McConnell, Planning Director

City Representatives:

Bill Freiburger, Commissioner of Finance
Peter Liepa, City Tax Collector
Don Maki, Chief Building Official
Steve Turco, Planner

PUC:

Randy Johnson, Manager Marketing & Communications

Downtown Association:

Alison Walton, Chair
Candy Mitchell, Past Chair

Downtown Development Initiative: Project Manager, Udo Rauk

Applicants

On September 17, 2008, the Downtown Development Initiative Grant Evaluation Committee met to review the sixth round of financial incentive grant applications. The following are recommended for approval:

1. The Calabrian Multicultural Association, 478 Queen Street East
Applicants: Orlando Tridico
Funding Request: Architectural Design Assistance Program

The façade of this building was refurbished earlier this year and now the applicant is seeking professional design assistance for the use of interior space. The application meets the criteria and intent of the program and should assist in preparing a long vacant building for a suitable tenant. The committee is recommending a Design Assistance Grant for up to \$2,000

2. Vacant Building, 20-24 Queen Street East
Applicants: Grace Tridico
Funding Request: Architectural Design Assistance Program

The applicant requested a façade improvement grant to replace windows and doors on the lower level. The Committee reviewed the request and after consultation with the applicant agreed to support an architectural design grant, which would consider the entire façade, and potentially help elevate the façade standards and aesthetics in this area of the downtown. The project meets the criteria of the downtown development initiative. The committee is recommending a Design Assistance Grant of up to \$2,000.

3. Lou's Automotive Building, 317 Albert Street East
Applicant: Barry Bailey Sr.
Funding Request: Architectural Design Assistance Program

The applicant recently purchased the building and recognizing that this is a high profile location and is looking for professional suggestions on improvements to the exterior. The project meets the criteria of the downtown development initiative and the committee is recommending a Design Assistance Grant of up to \$2,000.

4. Elgin Integral Health Centre, 75 Elgin Street

Applicant: Todd Carricato

Funding Request: Architectural Design Assistance Program

The applicant is looking for professional advice to provide barrier free access to his building and reconfigure vacant space. The project meets the criteria of the downtown development initiative and the committee recommends a Design Assistance Grant of up to \$2,000.

5. Great Northern Properties, 8 Albert Street East (former United Way Building)

Applicant: Joe Ruscio

Funding Request: Architectural Design Assistance Program, Electricity Conservation Measures Grant

The building has been vacant for over two years and the applicant is seeking to obtain professional advice on interior layout and barrier free access. The applicant is also requesting assistance to perform an energy audit to identify electricity savings in order to make the building more attractive for potential tenants. The project meets the criteria of the downtown development initiative. The committee recommends a Design Assistance Grant of up to \$2,000 and a matching Electricity Conservation Measures Grant of up to \$5,000.

6. Kevanna Studios, 388 Wellington Street East

Applicant: Anna and Kevin Doble

Funding Request: Architectural Design Assistance Program

The applicants have used this building to operate their photography business for a number of years and are now looking for professional advice for improvements to the exterior. The building is within the Downtown Community Improvement Policy Area and meets the criteria of the downtown development initiative. The committee is recommending a Design Assistance Grant of up to \$2,000.

7. Emma's Fashions, 320 Queen Street East

Applicant: Emma Facchini

Funding Request: Architectural Design Assistance Program

The exterior and signage of the building is distressed and in need of refurbishment and the applicant is seeking to retain professional advice for these improvements. The project meets the criteria of the downtown development

initiative and the committee recommends a Design Assistance Grant of up to \$2,000.

8. The Country Way Natural Foods, 79 Brock Street

Applicant: Tammy Watts

Funding Request: Architectural Design Assistance Program, Electricity Conservation Measures Grant

This is an older building in need of both exterior and interior improvements. The Heating and cooling systems, which run primarily on electricity, also needs to be examined for efficiencies. The applicant is looking for professional assistance for façade and interior improvements and a grant for electricity conservation improvements. The project meets the criteria of the downtown development initiative. The committee recommends a Design Assistance Grant of up to \$2,000 and a matching Electricity Conservation Measures Grant of up to \$5,000.

9. Laser Advantage, 495 Queen Street East

Applicant: Rico Briglio

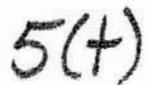
Funding Request: Electricity Conservation Measures Grant

The purpose of the applicant's request was to address heat loss and air quality related to the building's electrical services. The committee agreed that the Electricity Conservation Measures grant was appropriate to allow the owners to hire a professional to perform an energy audit and recommend electrical improvements. The project meets the criteria of the downtown development initiative and the committee recommends a matching Electricity Conservation Measures Grant of up to \$5,000.

SUMMARY

The grant requests received to date are a sign of the success of the Downtown Development Initiative, sparking new investment into this important area of the community. We are pleased to see this current round of grant requests coming from a cross section of the Community Improvement Policy area including Albert Street, Wellington Street, Elgin Street, and Queen Street. Some of the critical goals of this initiative are to enhance the built form in the Downtown and to create additional employment and entertainment opportunities which will lead to a more vibrant city centre. The projects proposed meet the criteria set out in the Downtown CIP and are recommended for approval.

With respect to the successful grant applications, the evaluation committee is recommending an expiry date of six (6) months for projects involving feasibility and design work, and one (1) year for construction projects. Applicants will be informed of these timelines in their notice of successful application.

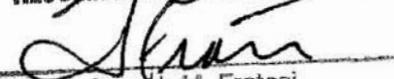
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Planning Director's Recommendation

That City Council approves the nine funding requests described in this report.

SDT/pms

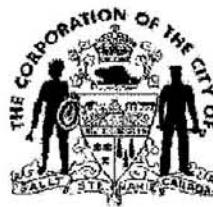
RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

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Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 10 06

Mayor John Rowswell
And Members of Council
Civic Center

SUBJECT: SOLE SOURCING OF SECURITY SURVEILLANCE SYSTEM FOR PWT

In the 2008 budget, \$29,000 was approved by Council for the installation of a security surveillance system at Public Works. Attached is a report from Frank Coccimiglio, Manager of Information Technology recommending the system be sole sourced to Alarm & Telecom (ATS).

The Public Works Department has also reviewed the quote and we are in concurrence with the recommendation that the city sole source the computerized security surveillance system to ATS for the quoted price of \$28, 999.74, for the reasons cited.

All of which it is respectfully submitted.

Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

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Public Works & Transportation
The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax: (705) 541-7010
www.cityssm.on.ca

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

5(u)

September 30, 2008

TO: Pat McAuley, Commissioner of Public Works & Transportation
RE: Security Surveillance System for PWT

Overview

The City's Public Works & Transportation department is in need of a computerized Security Surveillance System to work in conjunction with the current computerized entrance security system for the building complexes location on Sackville Road.

Mr. Mike Blanchard along with Information Technology in consultation with Ralph Robertson, Manager of Purchasing evaluated the options available to us, and it is our feeling that we single source the solution to Alarm & Telecom Services (ATS) for the following reasons,

- The surveillance system will be compatible with the current computerized entrance security system thus leveraging all the integration features available, realizing a return on the original investment.
- The proposed system from ATS has already been deployed at three other city locations by ATS. The proposed system can integrate and be managed along side the existing system. Information Technology will be able to administer the proposed solution with the existing software.
- A considerable amount of time and money has been spent on training and learning the system administration function. These administration skills will be used on the proposed system.
- A high level of technical support has been established between the city and ATS. This will spill over to the proposed system.
- ATS is an authorized dealer for the proposed system.

Budget

The cost is within budget which was presented to council.

Recommendation

It is the recommendation of Mr Mike Blanchard and me that The Corporation of The City of Sault Ste. Marie single source the computerized Security Surveillance System to ATS for the quoted price of \$\$28,999.74 including taxes.

Submitted by:

Frank Coccimiglio

Manager, Information Technology Division

Mike Blanchard

Manager - Equipment/Building Mtce., PWT



2008 10 06

Mayor John Rowswell
and Members of City Council
Civic Centre

**RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE
FUNDING REQUEST - 2008 WORLD RINGETTE CHAMPIONSHIPS**

On behalf of the Conferences and Major Special Events Committee, I am pleased to submit to City Council for approval, the first application to this fund which was established by City Council earlier this year.

It is with great excitement that the committee recommends approval of this application from the Sault Ringette Club, as host organization for the 2008 World Ringette Championships being held in Sault Ste. Marie November 4 – 8, 2008. During those dates Sault Ste. Marie will be showcased to about 350 people from across Canada and Finland as the eight finalist teams compete for the World Championship in our community. This event will bring 1,754 room night stays to our community over five days.

In addition to this prestigious event, running concurrent to it will be the first ever Junior Invitational Ringette event planned specifically because of the World Championship being in Sault Ste. Marie. This additional event will draw upwards to 600 people with ten teams, coaches, family and friends to create another 3,030 room night stays with a combined total potential for the two events of just under 5,000 room night stays in our community.

This request is a perfect “first out of the gate” application that warrants the full support allowed from this fund in the amount of \$20,000. It is the opinion of the committee due to a number of key factors that this is the exact sort of application we want to see accessing these funds.

1. This is a World Championship, the highest level of special event to host.
2. This magnitude of an event will bring International, National and Provincial media exposure to our city.

5(v)

3. Almost 1,000 participants most of whom never having been to Sault Ste. Marie previously, will be competing, eating, sleeping and spending money in our community and be introduced to our "naturally gifted" hospitality.
4. There are literally hundreds of local volunteer hours supporting this event.

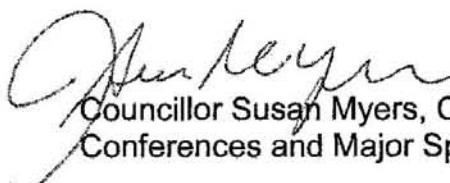
It is important to note that the Junior Invitational Tournament is intended to become a legacy event that would take place annually in Sault Ste. Marie, therefore this investment has ongoing, future benefit as well.

November is an excellent time of the year to see this number of visitors in Sault Ste. Marie as there is an economic slump in the tourism and retail industries during that period.

Recommendation:

This application meets the purpose, rationale and all eligibility criteria of our new policy guideline for this funding. This is the only application that will be received for the year 2008. Therefore on behalf of the Conferences and Major Special Events Committee, I ask that City Council approve this application in the amount of \$20,000.

Respectfully submitted



Councillor Susan Myers, Chair
Conferences and Major Special Events Committee



INFORMATION MANUAL

A-II-

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Subject: CONFERENCES AND MAJOR SPECIAL EVENTS
SUPPORT/ASSISTANCE POLICY GUIDELINE

Department/Division: City Council
Source: City Council
Date: 2008

Page: 1 of 2

PURPOSE This policy guideline outlines the process and criteria for application for municipal support/assistance for Conferences and major special events.

RATIONALE Conferences and major special events are an important part of Sault Ste. Marie's economy. City Council has an annual budget to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the city.

ELIGIBILITY CRITERIA The following categories will be considered for municipal support/assistance:
1. Conferences that have a municipal component (i.e. Association of Municipal Managers Clerks and Treasurers)
2. Major special events (i.e. Memorial Cup, Winter Games)

Groups organizing local festivals and events are not eligible for support/assistance under this policy. Local festivals and events may be eligible for municipal funding under the Financial Assistance to Organizations policy - contact the Finance department.

ELIGIBLE FUNDING City Council has established an annual budget in the amount of \$20,000.00. Submission of an application does not guarantee approval. Funding is subject to the availability of budget funds and the approval of City Council. Support may be financial or in-kind through the use of City services or facilities.



INFORMATION MANUAL

A-II-

Subject: CONFERENCES AND MAJOR SPECIAL EVENTS
SUPPORT/ASSISTANCE POLICY GUIDELINE

Department/Division: City Council
Source: City Council
Date: 2008

Page: 2 of 2

Applications for funding will be considered on a one-time basis only. Requests for on-going annual funding will not be considered under this policy.

APPLICATION PROCEDURE

Conferences and major special event groups wishing to be considered for municipal support/assistance should contact Tourism Sault Ste. Marie to make application a minimum of one year prior to the event, which will include providing the following information:

1. Host Organization Name and local contact person
2. Date, size and nature of event
3. Number of delegates and room nights involved
4. Origin of out-of-town attendees
5. Amount of media coverage involved
6. Area facilities and services required
7. Detailed budget for the event
8. Letters of support
9. Outline of assistance being requested

Tourism Sault Ste. Marie will review the application and forward a recommendation to the Conference and Events Support/Assistance Policy Committee which will forward a recommendation to City Council for final decision.

FUNDING CONDITIONS AND POST EVENT REPORT

The Conference or Major Special Event group must display the City logo at the event and the City must be acknowledged as a major sponsor. A brief post-event report to City Council is required.



TOURISM
Sault Ste. Marie
a division of the SSMEDC



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



**ENTERPRISE
CENTRE**
Sault Ste. Marie
a division of the SSMEDC

5(v)

August 11, 2008

Conference and Major Special Events Committee
c/o Clerks Office
City of Sault Ste Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Committee Members:

Please find the attached corresponding from the Organizing Committee for the **2008 World Ringette Championship**, which are to be held in Sault Ste Marie at the ESSAR Centre in November of this year. They have requested the full amount of the funds available through the **Conference and Major Special Events Support/Assistance Program**.

I recognize that this is short notice for the request; however, Tourism Sault Ste. Marie fully supports this request as this major sporting event fits the criteria as outlined in the Policy Guidelines. They include:

- This is "World" championship
- Major international media exposure for Sault Ste. Marie
- Over 4,000 room nights for our city
- Significant direct economic impact from participants

While the opportunity to host these World Championship will only present itself on a rare occasion, the Junior Invitational Tournament that takes place at the same time could become a "legacy" event that would be hosted in our community on an annual basis, thereby providing the ongoing economic impacts.

The funding requested is essential to be able to undertake this event, which includes bringing the recognized world leading teams from Europe over to participate, and ensure success.

Tourism Sault Ste. Marie committed \$40,000 in funding, to attract conferences & sporting events, throughout the course of 2008. This generated over 13,000 room nights, from 10,780 delegates, which had a direct tourism spend of over \$1 million in our city.

I trust the Committee will look favorably upon this request. I have attached the de tailed budget outline and operational structure for the event.

Regards,

Ian McMillan
Executive Director
Tourism Sault Ste. Marie



Conferences and Major Special Events Support/Assistance Request**Host Organization:**

Sault Ringette Club

Co Chairs

Debbie Jo Linklater

Joe D'Angelo

Event:

International Ringette Federation World Club Championships

Dates:

Nov. 4-8, 2008

Location:

Essar Centre

Sault Ste. Marie

Media (to be finalized):

CTV National

Shaw/Rogers

CBC

Team Demographics:

Ages 17-21 yrs.

1. Edmonton Wam
2. Edmonton Edge
3. Calgary Rath
4. Montreal Mission
5. Richmond Hill Lightning
6. Cambridge Turbos
7. Finland Luvia Kiekko
8. Finland Espoon Kiekkoseura

8 teams with 20 members per team plus approx. one family member per team member for an average of 5 nights

Formula: 8 teams x 40 members x 5 nights = 1,600 delegates

International Ringette Federation (IRF)

16 members for approx. 7 nights = 112 delegates

6 members for approx. 7 nights = 42 delegates

Total World Ringette Championship Delegates: 1,754

Junior Invitational Ringette Tournament

This is an inaugural event for the Sault Ringette Club and specifically being held in conjunction with the Worlds. Depending on the outcome, this event has the potential to be annual. This event will be held simultaneously at the John Rhodes Arena from November 4-8, 2008 as well.

Teams

Ages 10-13 yrs

No confirmed team names available yet, however all other tournaments in Northern and Southern Ontario have been cancelled due to the Worlds being held in the Sault and the addition of this particular event.

10 teams anticipated with 20 members per team plus approx. two family members per team (because of member age) for an average of five nights =

Formula: 10 teams x 60 members x 5 nights = 3,000 people
 Plus 6 coaches for approx. 5 nights = 30 people

Total Junior Invitational Tournament Delegates: 3,030

Total delegates attending both events are approximately 4,785.

Approximate room nights are 2, 393/based on double occupancy.

Approximate room nights are 1, 196/based on quad occupancy.

Request:

Based on the fact that the IRF didn't announce the fact that Sault Ringette secured this event until less than 10 months from the tournament date (in January 2008) and that Sault Ringette has been working diligently and unsuccessful to secure significant funding, it is evident why they are looking for financial assistance to help offset the cost of running this event. Based on the anticipated hotel room nights and economic impact alone, our recommendation is to provide them with the maximum amount allocated for an event of this caliber.

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Tourism Sault Ste. Marie

Attention: Ian McMillan, Executive Director Tourism Sault Ste. Marie
Stephen Hollingshead, Coordinator Special Projects and Sports Tourism

We are pleased to remind you that the Sault Ringette Club has successfully secured the inaugural International Ringette Federation World Club Championships in Sault Ste. Marie from November 4-8, 2008. World class female athletes, families and fans from across Canada and Finland will converge in Sault Ste. Marie to experience some of the best Ringette Championship games ever played in Canada.

This event will bring the top two teams from the Finnish Elite league together with the six best Canadian National Ringette League Teams from: Edmonton(2), Calgary(1), Montreal(1), Cambridge(1) and Richmond Hill(1). We feel this is also an excellent prelude to the 2010 Finnish Grand Festival and hope to encourage our Finnish visitors to come back to Sault Ste. Marie. All games will be played and attention will once again be focused on Northern Ontario's premier Sports and Entertainment Complex and Sault Ste. Marie's pride and joy; the Essar Centre. In conjunction with the World Club Championships, the Sault Ringette Club will also be hosting a Junior Invitational Ringette tournament at the John Rhodes Complex. Unlike the Worlds, this junior tournament has the potential to become an annual event in Sault Ste. Marie.

In April, 2008 the World Club Committee made a presentation to City Council apprising them of the event and was well received by everyone. We have included a copy of the budget plus letters of support from Ringette Canada, the National Ringette League and the City of Sault Ste. Marie for your perusal.

Applications from government funding sources have not been successful and this high profile international sporting event is only 4 months away. The World Club Committee is requesting assistance from the Conference and Major Special Events Fund through the City of Sault Ste. Marie to help offset the overall cost of running this World Class event. We are currently working on securing regional and national television coverage rights to this event and have already secured multiple hotel rooms and involved various tourist attractions such as the Canadian Heritage Bushplane Museum.

Our goal is to promote the sport of Ringette and the City of Sault Ste Marie throughout Ontario, Canada and the world. This event will bring Sault Ste. Marie into the limelight once again as a successful and capable host of major sporting events. Your support is greatly needed and will be much appreciated.

Respectfully yours,

Debbie Jo Linklater and Joe D'Angelo
Co Chairs World Club Ringette Championships

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May 13, 2008

Ms. Debbie Linklater
Co-Chair
2008 World Club Championship Host Committee

Dear Ms Linklater:

Please accept this letter, as a confirmation that your host committee has been selected as the host of the 2008 International Ringette Federation World Club Championship.

The World Club Championship will bring together the best ringette athletes from across Canada and Finland, matching up the best club teams from the Finnish Elite League and the National Ringette League in Canada. This inaugural event is an important element of the ongoing development of our sport and our athletes.

Your committee in Sault Sainte Marie is doing an outstanding job already on putting this even together and we are certain that this event will be an important one for our sport and for the community in Sault Sainte Marie.

Please do not hesitate to contact me if you have any questions or comments.

Yours truly,

David Patterson
Executive Director

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May 17th, 2008

Debbie Linklater
Sault St. Marie
World Club Ringette Championships
Host Committee

Dear Debbie,

On behalf of the National Ringette League please let me say thank you to you and the Host Committee for hosting the first ever World Club Ringette Championships. I know that the six NRL teams are extremely excited about the opportunity to compete in a Championship of this high calibre. Although many of the players from these six teams have played on a Canadian National Ringette team many more of them have never had the opportunity to play against teams from Finland.

The Steelback Centre is an excellent venue for an event of this type and will most certainly showcase the game of Ringette and the abilities of the players. To date the involvement I have had with your committee points to a first class event that Ringette fans and members of the Sault St Marie Community will thoroughly enjoy.

The six teams attending from the NRL all won the right to represent their Conference and Community at the World Club Championships during the NRL League Championships this past April. From the Eastern Conference there will be Cambridge Turbos, Montreal Mission, and Richmond Hill Lightning. The Western Conference will be represented by Calgary RATH, Edmonton WAM and Edmonton Edge. More information can be obtained about these teams by visiting the NHL Web Site at <http://nationalringetteleague.ca>. I know that the two Finish Teams finished in the top three of the Finish League Championships. Luvian Kiekko -82 and Espoon Kiekkoseura both have a number of the Finish National team players on their roster. These two teams will complete the two four team pools that are very evenly balanced. I fully expect that every game in the tournament round robin will be a highly competitive event.

In conclusion let me say that many of the NRL players can hardly wait for their next season to start as they are looking forward to participating in the World Club Championships in Sault St. Marie on November 4th to the 8th. I'm sure that the community of Sault St. Marie and the many fans who will travel to this event will be extremely pleased with the high calibre of play and the athletic ability of the players on these teams.

George McKenzie
NRL Chairman

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JOHN ROWSWELL, M.Eng., P.Eng., P.E.
MAYOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2008 05 13

To Whom It May Concern:

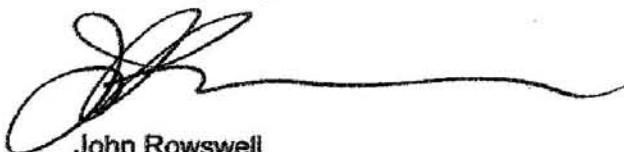
On behalf of the City of Sault Ste. Marie, I would like to lend my support for the 2008 International Ringette Federation World Club Championships, which is being held in Sault Ste. Marie November 4-8, 2008 and their bid for potential funding.

Over 1,200 world class athletes, their families and fans will be converging in Sault Ste. Marie from across Canada and Finland to participate in the World Club Championships. Also, in conjunction with the World Club, the Sault Ringette Club will be hosting a Junior Invitational Ringette tournament.

The potential benefit of tourism funding to the community and surrounding area is significant and required to assist in the growth and success of this event. The volunteer organizers have been diligent in their effort to maintain marketing practices, and are now finding that additional funds are required in order to host this inaugural event in our community.

In short, the City of Sault Ste. Marie strongly supports the efforts of Sault Ringette Club, volunteers and partners in their application to secure additional funding for this prestigious event. The potential impact on our local economy is both exciting and invaluable.

Yours very truly,



John Rowswell,
Mayor

naturally
gifted

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IRF WORLD CLUB CHAMPIONSHIP
November 4 - 9, 2008

Revenue

Gate Revenues	\$7,000.00
Souvenir sales	\$3,000.00
Program Sales	\$2,000.00
Local Sponsorships	\$8,000.00
Provincial Grant	\$30,000.00
Federal Grant	\$75,000.00
Total Revenue	\$125,000.00

Expenditures

Ice Rental	\$13,500.00
Program Costs	\$1,500.00
Souvenir Expenses	\$2,500.00
Accomodations - Referees	\$2,500.00
Accommodations - IRF & NRL Committee	\$3,500.00
Team hospitality rooms	\$3,200.00
Meal Allowances - Referees	\$2,500.00
Meal Allowances - IRF & NRL	\$3,000.00
Meal - Team Lunch Allowances	\$3,500.00
Player awards and Trophies	\$2,500.00
Opening Ceremonies	\$5,000.00
Closing Banquet Ceremonies	\$10,500.00
Transportation - 25% Flight Subsidy per player	\$40,000.00
Transportation Airport to hotel (arrival/departure)	\$1,000.00
Transportation hotel to arenas	\$500.00
Advertising/Marketing/Public Relations	\$12,400.00
Web page Design and maintenance	\$4,500.00
Web page domain host	\$800.00
Administration(PSOS/Phone/Travel)	\$1,500.00
Incidentals	\$10,000.00
Ticket surcharge	\$500.00
Bank Fees	\$100.00
Total Expenditures	\$125,000.00

Steelback - exclusive Tuesday - Saturday
 Printing and design

8 -10 referees - Mon - Sat
 15 - 20 people Mon - Sat
 8 rooms x 5 days

Lunch \$5.00 x 160 x 5 days

Bush Plane Museum

160 x \$1000.00 per fight (\$250)
 4 buses min 2hrs @50.00 per hr

Net Income (loss) **\$0.00**

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ELECT

Cameron Ross
FOR M.P., SAULT STE. MARIE

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SPORTS

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SHARE:

World Championship Event Set For Early November in the Sault

Craig Huckerby for SooNews.ca
Wednesday, October 1, 2008, 1:08PM



A major sporting event is coming to Sault Ste. Marie next month that will put the Sault on the World Stage of Ringette.

The World Club Ringette Championship will take place from November 5-8, 2008 at the Essar Centre. The event features the top three teams from the National Ringette League – Cambridge Turbos, Montreal Mission and Calgary RATH, as well as seventh place Richmond Hill Lightning (which could be considered the hometown entry since the team has a considerable connection to Northern Ontario, with several players and coaches hailing from Sudbury). The top two teams from the Finnish Elite League, Luvia and Espoo, will also be part of the competition.

"Opening ceremonies will take place on Tuesday, November 4th at the Canadian Heritage Bushplane Museum and games will begin on Wednesday morning, November 5th. Semi-final games will be held in the evening of Friday, November 7th and the gold medal final will take place on Saturday afternoon, the 8th," said Alayne Martell-Crocker, Media and Public Relations Ringette Canada.

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SUPPORT LOCAL BUSINESS



5(v)

Tony Fights for You and Your Family.

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RE-ELECT
Tony Martin - NDP

MP for Sault Ste. Marie

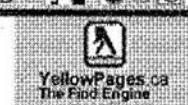
List Your Business Here AND Get an Upgraded Shopping Guide Listing for Only \$1 a Day! E-mail jake@soonews.ca or call 251-NEWS to sign up.

Tickets for the event can be purchased through the Essar Center box office, with a day pass costing \$10 and a full event pass costing \$25. A full schedule and additional information on the event can be found at worldclubringette.com

"Without question, this is the finest gathering of ringette teams in the history of the sport. There has never been a better calibre of teams at a single event and with a world title on the line there will be no doubt that the intensity of play will certainly match the calibre," Martell-Crocker said.

The event will feature the MVP of the National Ringette League and current Team Canada captain, Jenn Wakefield from the Cambridge Turbos, as well as the MVP of the 2007 World Ringette Championship and current world champion Elina Raesola from Espoo Finland.

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2008 10 06

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

- TO:** Mayor John Rowswell
and Members of City Council
- SUBJECT:** Application No. A-27-08-Z.OP – filed by Shawn Blevins (Dynamic Roofing)
- SUBJECT PROPERTY:** Location – Located on the south side of Trunk Road, approximately 670m (2,198') west of its intersection with Fournier Road, civic no. 1303 Trunk Road
Size – Approximately 50m (164') frontage x 76m (250') depth; .38 ha (.95 acres)
Present Use – Vacant land
Owner – 1309864 Ontario Limited
- REQUEST:** The applicant, Shawn Blevins (Dynamic Roofing), is requesting an Official Plan Amendment and Rezoning from "HZ" (Highway) zone to "M2" (Medium Industrial) zone, in order to relocate a roofing contractor's yard.
- CONSULTATION:** Engineering – It should be noted that this property does not have a sanitary service; however, there is a low pressure sanitary sewer on the north side of Trunk Road.
Building Division – This property does not have water service. Depending on the size of the building proposed there may have to be a water supply provided for fire fighting purposes. No other comment.
Legal Department – No comment
Fire Services – No objection
PW&T – No objections. However, it should be pointed out that Trunk Road is a connecting link

6(6)(a)

and the MTO should be contacted concerning any proposed entrances.

Conservation Authority – See attached letter

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 applicant is proposing to relocate a roofing business to the subject property, which is an Industrial Use. As such, an Official Plan Map Amendment is required, to re-designate the subject property from Rural Area to Industrial.

Comments

The applicant, Dynamic Roofing, is requesting a rezoning from "HZ" (Highway) zone to "M2" (Medium Industrial) zone in order to relocate a contractor's yard supporting a roofing business. Presently vacant, the subject property has approximately 50m (165') of frontage, and 76m (250') of depth, totalling 0.38 ha (0.95 acres), which is large enough to support the intended use.

The character of the area is mixed. Abutting the property to the west, Husky Canada is presently redeveloping the truck stop. The abutting property to the east is quite large, with frontage on Trunk Road and Queen Street East. The Trunk Road frontage is Highway Zone, the middle portion is Medium Industrial, and the rear, or Queen Street portion is Rural Area. The front and middle portions of the property have been recently utilized as a Contractor's Yard, and the rear portion is presently occupied by a drive-in movie theatre. U-Haul operates a rental and leasing company further east. There are a number of industrial uses, including Matteoli Craft and Seamless Cylinder, located further east along Trunk Road. The proposed roofing contractor's yard use fits into the general mixed character of the area.

While there are no immediate plans to erect a building or occupy the site, the applicant has noted that outdoor storage will be minimal, consisting of work trucks and enclosed utility trailers. The applicant is also aware that the Zoning By-law requires all outdoor storage to be located in a rear or interior side yard. Furthermore, such storage must be visually screened from the street. This is especially important, given that the property is located on the City's eastern gateway. Correspondence from Building and Engineering Divisions notes that the subject property is not readily serviceable with municipal water or sanitary services. Building Division also indicates that depending on the size of the building, a suitable water supply for fire fighting purposes may be required. The applicant is aware that at the time of construction, such Ontario Building Code requirements must be adhered to.

The proposed contractor's yard is a 'dry' use. The applicant has indicated that demands for water and sewer services will be for domestic purposes only, and can be easily accommodated with an on-site well and septic system.

6(6)(a)

Correspondence from Public Works & Transportation notes that the Ministry of Transportation (MTO) should be contacted concerning any proposed entrances, as this portion of Trunk Road is a 'Connecting Link'. Upon further discussion with MTO, it has been noted that any entrances to the subject property are not within their jurisdiction, as the property is not within 396m (1300') of the intersection of Trunk Road, and the new divided highway, which is roughly 2km east of the subject property.

Comments from the Conservation Authority (attached) indicate that the subject property is under the consideration of the Sourcewater Protection Program, with regards to the groundwater recharge area. As such, proper safeguards must be put in place for the storage of any petroleum or chemical products that could pose a risk to the City's aquifer. Chemical or petroleum products must be stored indoors, on an impermeable surface to ensure that in the event of a spill, such contaminants can be retained and cleaned up prior to entering the aquifer. The applicant is aware of these requirements, which will be further reviewed at the building permit phase.

SUMMARY

The proposed rezoning from "HZ" (Highway) zone to "M2" (Medium Industrial) zone in order to locate a roofing contractor's yard fits into the overall character of the area. The outdoor storage, and landscaping regulations outlined in the Zoning By-law will ensure an aesthetically pleasing development, with all outdoor storage screened from the roadway, and adequate landscaping along the frontage. The property is also subject to Site Plan Control, pursuant to Section 41 of the Planning Act, which will allow staff to further review any development details prior to construction.

Planning Director's Recommendation

That City Council approve Official Plan Amendment No. 155 and rezone the subject property from "HZ" (Highway) zone to "M2" (Medium Industrial) zone.

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

PT/pms

PUBLIC HEARING – 2008 10 06, Council Chambers, Civic Centre



"Man and Nature"

September 15, 2008

*Sault Ste. Marie Region
Conservation Authority*

6(6)(a)

Conservation Authority Comments:

Application # A-27-08-Z.OP
Shawn Blevins
1303 Trunk Road
Sault Ste. Marie

- The subject properties are located in an area under the jurisdiction of the Conservation Authority with regard to the Development, Interference with Wetlands and Alterations to Shoreline and Watercourses O.Reg.176/06.
- This property is subject to the Shoreline Management Plan.
- This property is subject to Drinking Water Source Water Protection
- A permit is required prior to ANY site grading, excavating, filling, development or construction.
- We have no comments or objections to this application
- Other:

The subject property is NOT located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection where the property is within the Potential Groundwater Recharge Area.

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered:

1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

Sincerely,

Marlene McKinnon
GIS Specialist

File: A-27-08-Z_OP_15Sep08.doc

6(6)(a)

**AMENDMENT NO. 155
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the City of Sault Ste. Marie Official Plan.

LOCATION

Lot 7, Plan H714, located on the south side of Trunk Road, approximately 628m west of it's intersection with Fournier Road. Civic No. 1303 Trunk Road; Zoning Map 1-44

BASIS

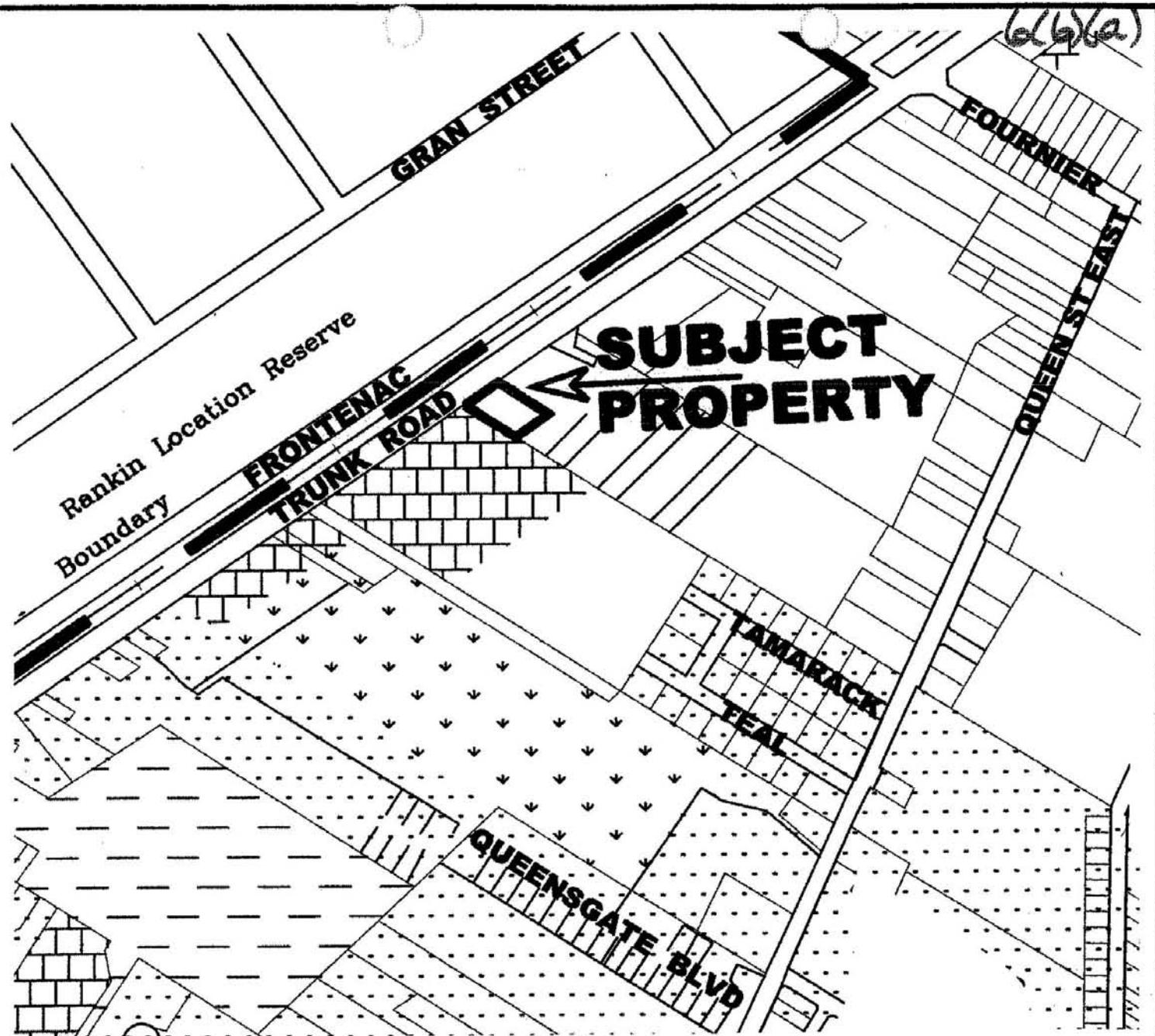
This Amendment is necessary in view of a request to re-designate the subject property from 'Rural Area' to 'Industrial' on Land Use Schedule 'C' of the Official Plan, in order to develop the property for medium industrial purposes.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

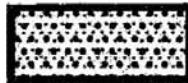
Land Use Schedule "C" to the City of Sault Ste. Marie Official Plan is hereby amended re-designating those lands shown on the attached schedule from 'Rural Area' to 'Industrial'.

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

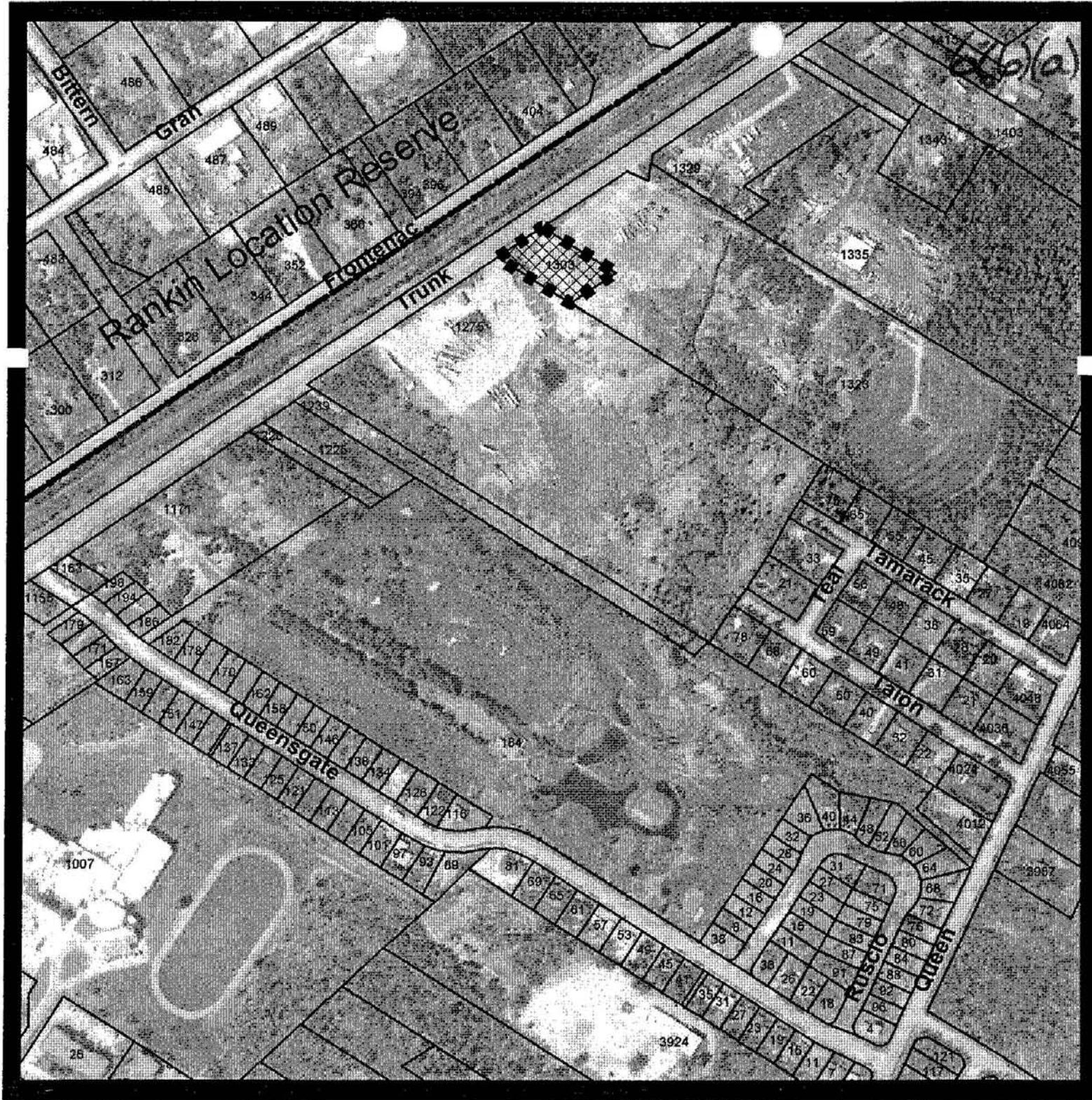


INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 155



2004 ORTHO PHOTO
APPLICATION A-27-08-OP
1303 Trunk Road



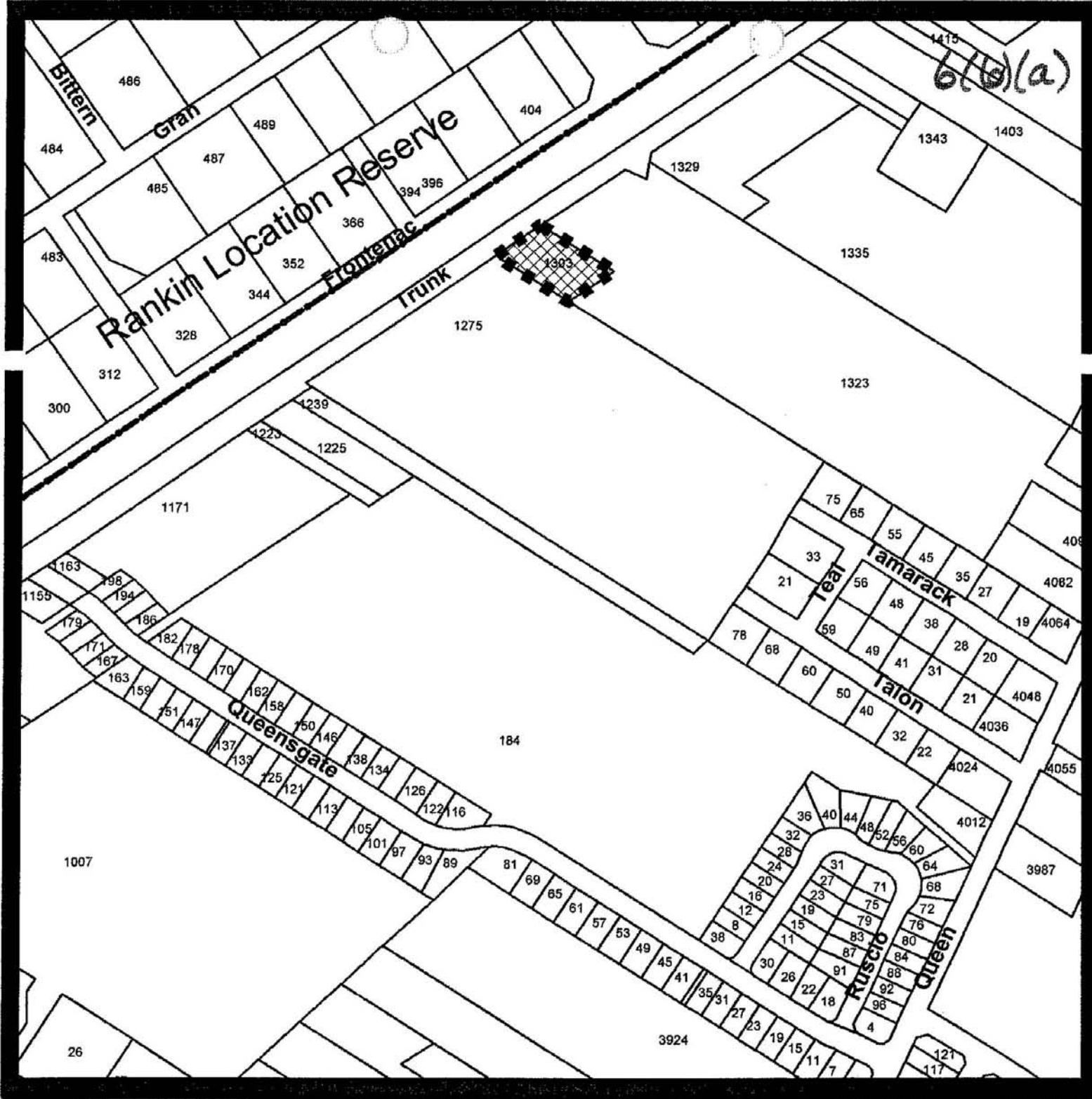
Metric Scale
1 : 5000

— Municipal Boundary



Subject Property - 1303 Trunk Road

Maps
68 & 1-44



SUBJECT PROPERTY MAP

APPLICATION A-27-08-OP

1303 Trunk Road



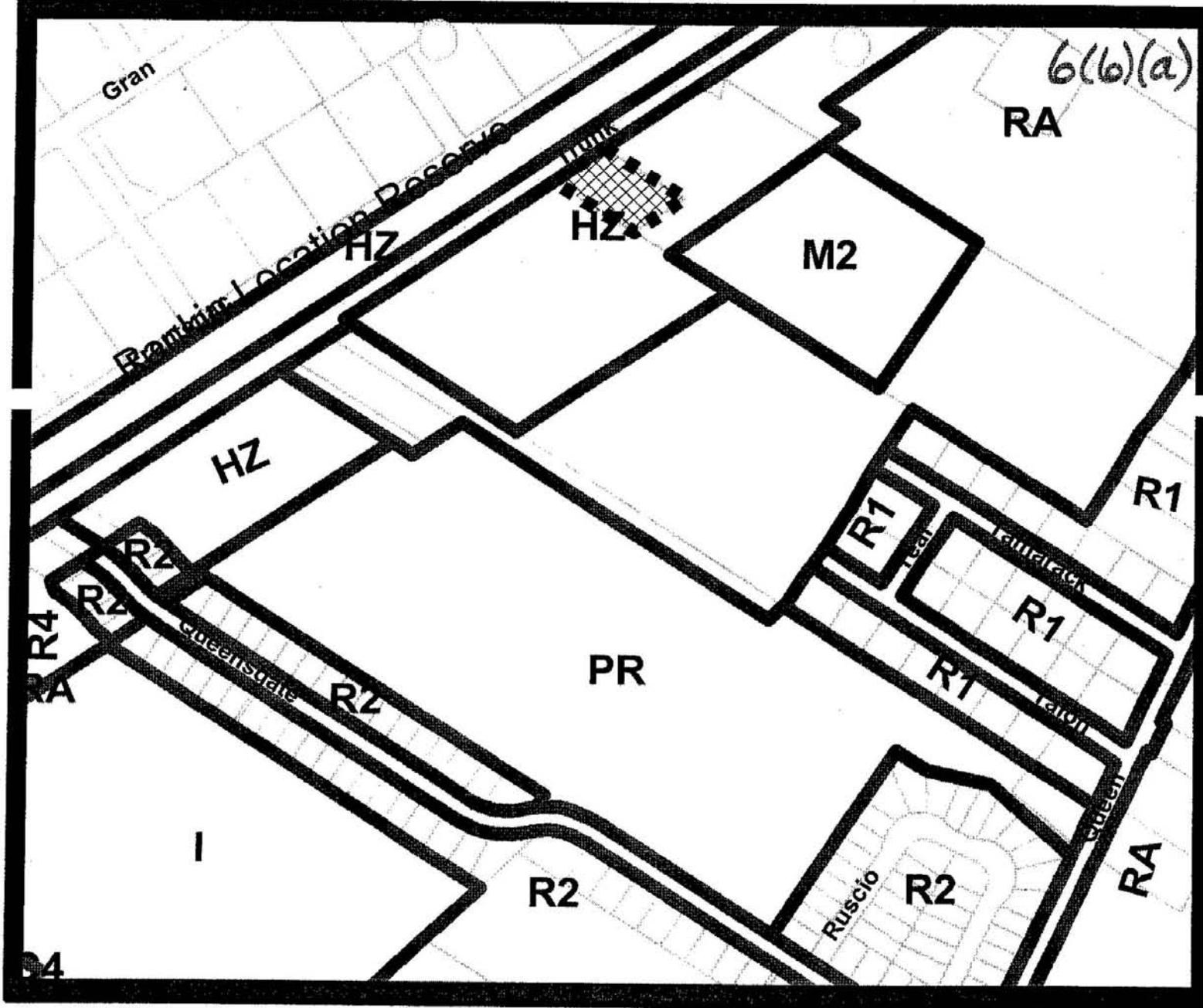
Metric Scale
1 : 5000



Subject Property - 1303 Trunk Road

— Municipal Boundary

Maps
68 & 1-44



EXISTING ZONING MAP

APPLICATION A-27-08-OP

1303 Trunk Road

Maps
68 & 1-44



Metric Scale
1 : 5000



Subject Property - 1303 Trunk Road

R1

R2 - Single Detached Residential Zone

R4 - Medium Density Residential Zone



RA - Rural Area Zone; RAhp

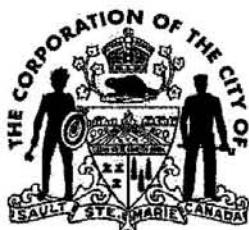
HZ - Highway Zone

I - Institutional Zone

PR - Parks and Recreation Zone

— Municipal Boundary

6(6)(b)



2008 10 06

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-28-08-Z – filed by Tina F. Iuliano

SUBJECT PROPERTY: Location – Located on the southwest corner of Albert Street West and Andrew Street, civic no. 137 Andrew Street
Size – Approximately 18m (60') frontage x 30m (98') depth; 540m² (5,812 sq. ft.)
Present Use – Single Detached Residential Unit
Owner – Steve Pernar

REQUEST: The applicant, Tina F. Iuliano, is requesting a Rezoning from "R3" (Low Density Residential) zone to "CT2" (Commercial Transitional) zone in order to permit an office use (employment consulting) to locate within the existing building.

CONSULTATION: Engineering – No objection
Building Division – The present use of the building is residential. A change of use permit or a building permit would be required prior to doing any work or changing the use. No other comment.
Legal Department – No comment
Fire Services – No objection
PW&T – No objections
Conservation Authority – No objection

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The applicant is proposing to rezone the subject property from "R3" (Low Density Residential) zone to "CT2" (Commercial Transitional) zone in order to locate an employment consulting firm within the existing 183m² (1973 sq. ft.) building. Residential Policy R.7 notes that 'commercial development of less than 200m² (2153 sq. ft.) may be permitted on lands designated Residential without an Official Plan amendment'. Furthermore, the "CT2" zone has been designed to provide for and regulate a mix of commercial, small office, and residential land uses in areas immediately surrounding the central commercial area. Given Policy R.7 as noted above, and the residential and small scale commercial mix permitted within the "CT2" zone, this application conforms to the Residential Policies of the Official Plan.

Comments

The applicant is requesting a rezoning from "R3" (Low Density Residential) zone "CT2" (Commercial Transitional) zone in order to operate an employment consulting business from the subject property. Although such an office use would be permitted as a home-based business, the applicant does not intend to live at the residence, or rent out the second floor, which will remain unoccupied.

Referring to the site plan attached, the subject property is located on the southwest corner of Albert Street West and St. Andrew Street. Based on the Zoning By-law, the proposed office use requires 8 parking spaces. Upon further review, it has been determined that the site can only support 5 spaces. The applicant has noted that only the ground floor will be utilized for the use, with the second floor and basement being utilized as storage space. The applicant has also noted that the majority of the clients visiting the office do not drive. Given the subject property's proximity to the downtown, and the nature of the clientele, a reduction from 8 spaces to 5 spaces is appropriate.

The character of the area is primarily residential, with a number of commercial uses to the east and south. Lock City Repairs is located across the street to the east, and a number of commercial uses extend further east towards Gore Street. This rezoning is an appropriate extension of this commercial node. The proposed office use is small scale, and will not generate a great deal of traffic, or impacts to surrounding residential uses. There is an existing wooden fence along the western lot line, which will act as an appropriate buffer between the subject property and the abutting residence.

6(6)(b)

Correspondence from the Building Division notes that a change of use permit, or building permit may be required prior to any work commencing upon the building.

SUMMARY

The proposal represents a good re-use of an existing building located in an area that is adjacent to the downtown, as defined by Zoning By-law 2005-150. Given the proposed use, and the existing layout of the subject property, impacts to abutting residential properties will be minimal.

Planning Director's Recommendation

That City Council approve the request and rezone the subject property from "R3" (Low Density Residential) zone to "CT2" (Commercial Transitional) zone, with a Special Exception reducing the required parking from 8 spaces to 5 spaces, for the employment consulting office use only.

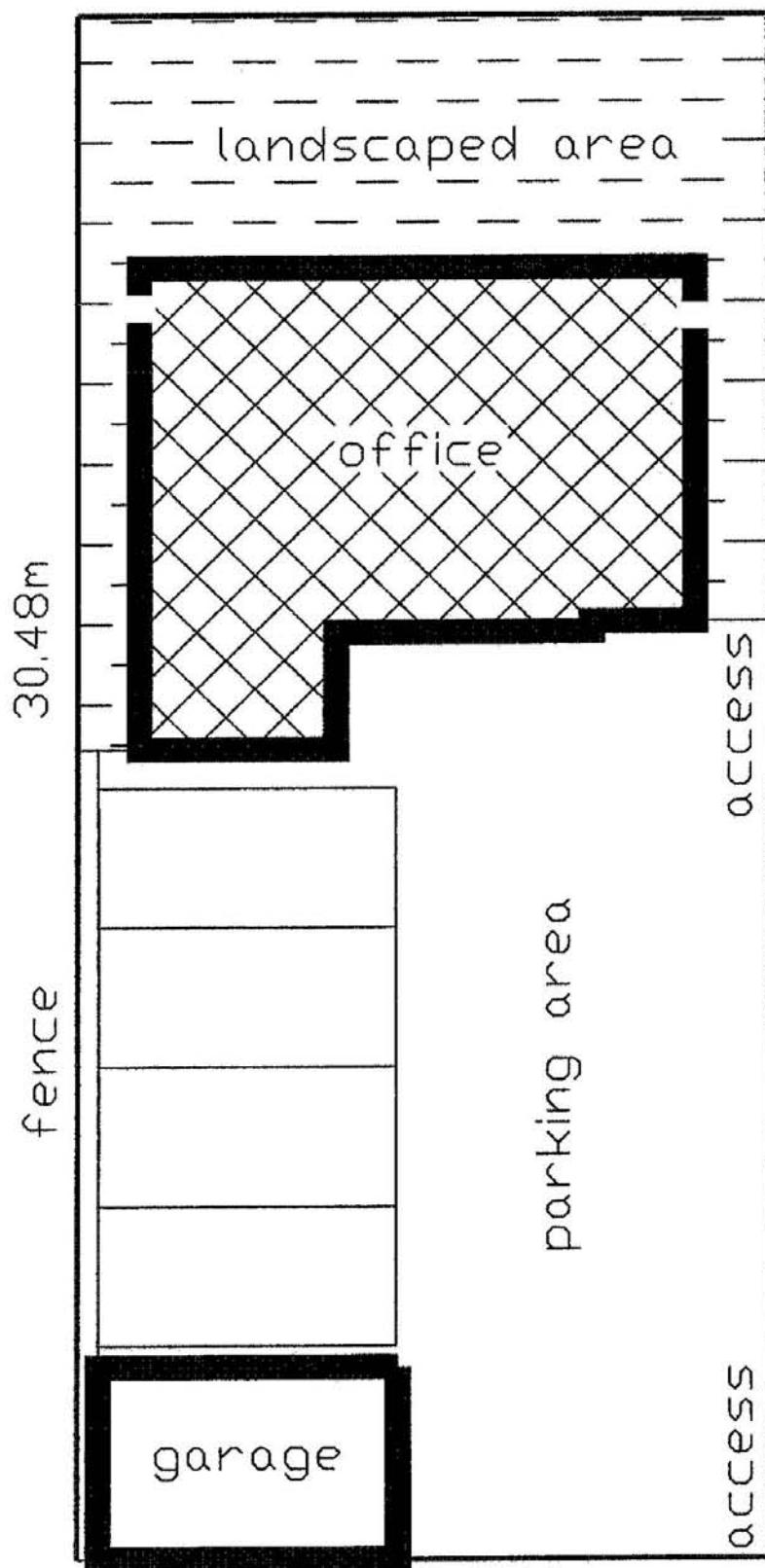

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

PT/prms

PUBLIC HEARING – 2008 10 06, Council Chambers, Civic Centre

6(6)(b)

ALBERT ST



ANDREW ST

Subject Property - 137 Andrew Street



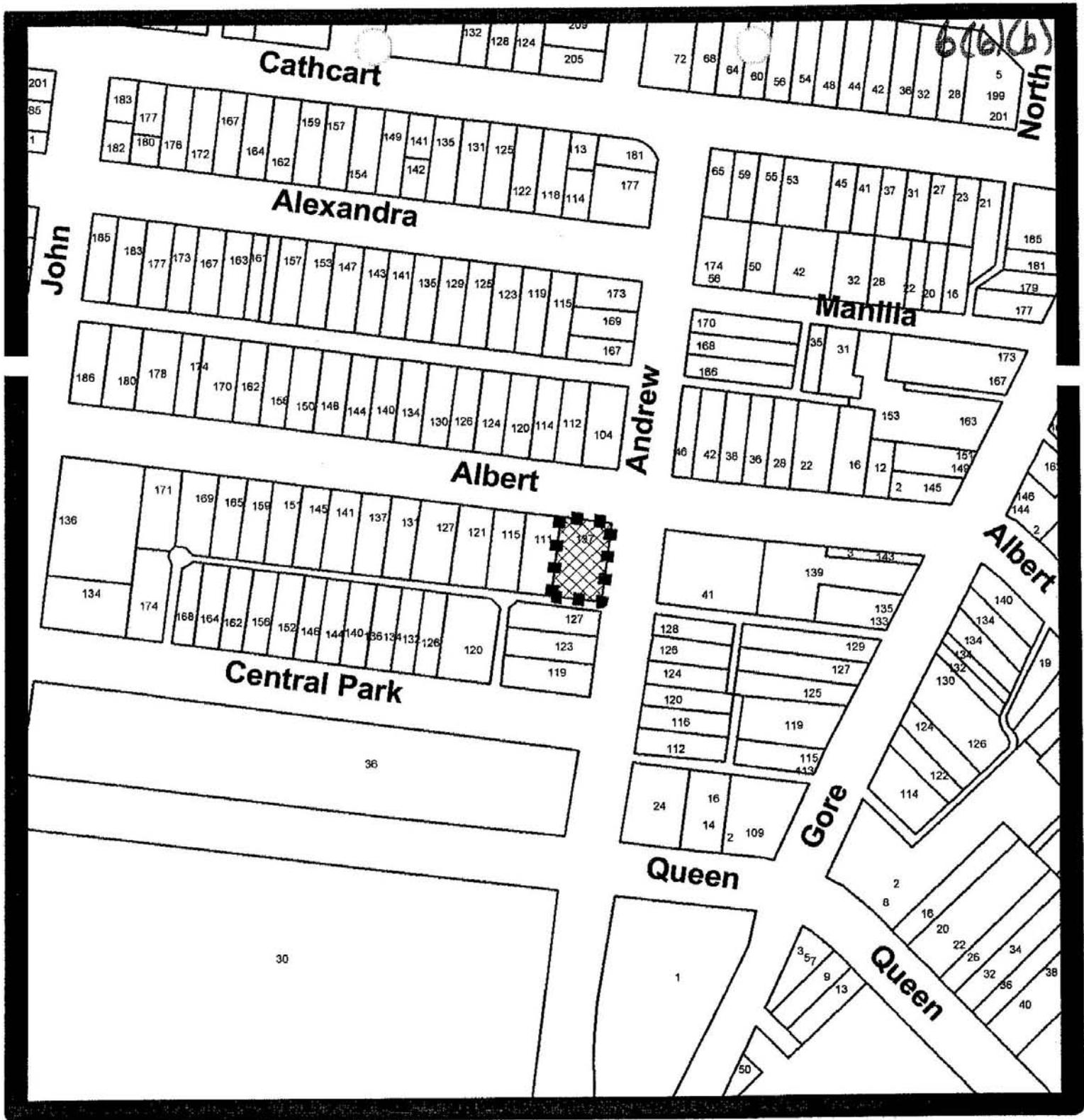
137 ANDREW STREET

APPLICATION A-28-08-Z

2004 ORTHO PHOTO

Metric Scale
1 : 2000





SUBJECT PROPERTY MAP

APPLICATION A-28-08-Z

137 ANDREW STREET

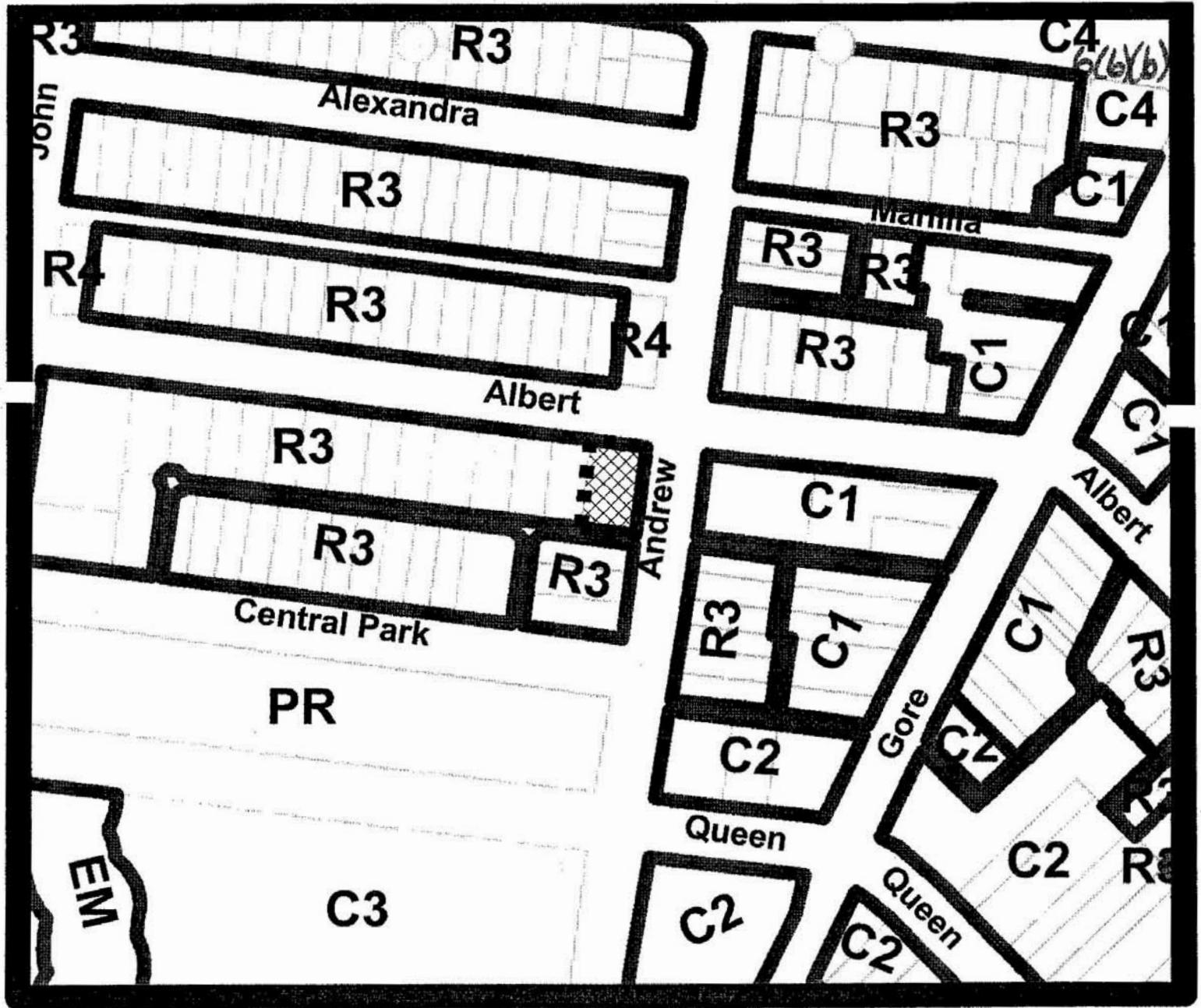


Subject Property - 137 Andrew Street

Metric Scale
1 : 2000



Maps
16 & 1-27



EXISTING ZONING MAP

APPLICATION A-28-08-Z

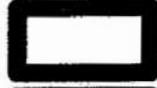
137 ANDREW STREET

Metric Scale

1 : 2000



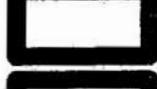
Subject Property - 137 Andrew Street



R3 - Low Density Residential Zone



C1 - Traditional Commercial Zone



C2 - Central Commercial Zone



EM - Environmental Management Zone

Maps
16 & 1-27

ON BEST BEHAVIOUR

City of Hamilton recognizes Super Recyclers

Beth Goodger

Many municipalities are trying to find ways to increase waste diversion. Most often, the focus is on penalties, telling residents what they can't put into the trash. The City of Hamilton is taking a different approach with its new Gold Box Program. The program began in January 2007, and is a reward and recognition program for the best recyclers and composters in the city.

Aggressive Diversion Targets

The diversion bar has been set high in Hamilton. An aggressive target of 65 percent diversion from landfill was set in 2001 as part of a community developed waste master plan. The master plan was developed by a citizen group that looked at different ways to preserve landfill capacity and meet long-term (25 year) waste management needs. The process was initiated to plan for the scheduled 2006 closure of the municipal energy-from-waste facility and the impact that this would have on the city's only operating landfill site. After 16 months and a full review of options, a three-stream collection system and state-of-the-art composting facility was recommended as the best approach for the com-



Hamilton's first Gold Box Winners with their Ward Councillors, May 30, 2007. Photo: Banco Photographic.

munity from a financial, social and environmental perspective.

Since the approval of the city's waste master plan in 2001, the municipality has been revamping its waste management system over the last five years to provide all of the necessary facilities and programs including a green cart organics collection program and state-of-the-art composting facility. The community's resolve to implement the master plan was strengthened in 2002, when the energy-from-waste facility closed, four years earlier than expected.

The city's green cart program was launched in June 2006 and three community recycling centres have been opened to provide drop-off opportunities to divert waste.

With all the programs in place the next step was to look for ways to influence behaviour and the Gold Box Program is one of the programs that has been established. Getting to 65 percent diversion means high capture rates of available organic waste and recyclable materials and high participation by residents in the programs that are available. To put some numbers to this target, 65 percent diversion means that nine of every ten residents need to recycle nine of every ten pop cans and nine of every 10 banana peels. This



Beth Goodger, B.Sc.(Chemistry) is the Director of the City of Hamilton's Waste Management Division and is responsible for all of the City's solid waste management programs and services. She can be reached at <bgoodger@hamilton.ca>. More information on the City of Hamilton's program is online at <www.hamilton.ca/waste>.

7(b)

sounds optimistic, but the Gold Box Program is proving to be a way to show that it is being achieved in many homes throughout the community.

Gold Box Program Recognizes Achievers

The Gold Box Program starts with residents who think they are achieving the city's target of 65 percent diversion

from landfill filling out a ballot to enter the contest. Ballots are available either online <www.hamilton.ca/goldbox> or at municipal offices. Each month, six names are randomly selected for a surprise waste audit. City staff then arrive unannounced at the chosen homes and take away all the garbage, recycling and green cart materials that have been set out at the curb for collection.

The test begins just after 7 a.m., when the staff arrive to collect the waste for the audit. This is the time when waste must be set out for collection in Hamilton, and the resident is disqualified if their waste materials have not been set out at the curb. The curbside collection services provided in Hamilton include weekly garbage and organics (green cart) collection, weekly two-stream recycling, seasonal leaf and yard waste collection, seasonal call-in bulk collection and a call-in white goods and scrap metal recycling program. The wastes set out for collection should not contain any hazardous wastes as the city now has permanent household hazardous waste drop-off depots conveniently located at the Community Recycling Centres.

The waste from the "contestant's" home is brought to one of the city's transfer stations for the waste audit. The waste collected is carefully sorted into various waste categories and weighed to determine how much the family is diverting from landfill. Comments are made by staff as they pick through piles with tongs, recording anecdotes like: "That's good"; "Look, they recycle in the bathroom"; "Don't open that – it's kitty litter"; or "...I need some fresh air." Once the audit is completed, a diversion rate is calculated based on the weight of the organic and recyclable waste as a percentage of the total weight of the waste set out for collection.

Each of the homes audited who achieve the 65 percent diversion target receive a pair of gold recycling boxes to proudly use at the curb each week. The bright yellow "blue boxes" are a social marketing technique called norming. The gold boxes replace the blue box at the curb each week. The gold boxes help to identify the residents who are excelling as community leaders who are modelling the desired recycling and composting behaviours, and signify excellence in recycling and composting.

The family that diverts the most waste from landfill also receives a financial reward for their efforts. The amount is roughly equivalent to the average amount of property tax paid the previous year for waste management

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services. This year, the winning residents are receiving \$122, and the amount will be increased each year. The reward is provided in the form of a cheque from the city.

All of the homes selected for the contest also receive a report on the results of their audit to provide feedback on how well they did and areas that could be improved. Notes from the audit, in each of the four streams – green cart, blue box fibres, blue box containers and garbage – are passed along. The report also includes helpful tips on the recycling and green cart programs.

The first set of rewards and gold boxes were presented at city council in May 2007 (see photo). Diversion rates among the winners ranged from 82 percent to 90 percent diversion, with the highest diversion from a family of five. The audits are continuing each month and continue to show positive results. The highest diversion rate so far with the Gold Box Program has been 96 percent, showing that the 65 percent diversion rate is more than achievable.

Community Interest High

The Gold Box Program has been very well received and residents continue to enter their names to participate. The local newspapers have also featured stories about the program further helping to generate interest. Entries are often accompanied by letter or note about how much the prospective contestant likes the program and what they are doing to divert waste. While the program doesn't reach every resident, it is a great opportunity to recognize those who are excelling and who will serve as ambassadors for the city's waste diversion programs. The Gold Box Program is also a relatively low cost approach, involving a small monthly reward and staff time to complete the audits each month.

Hamilton is a diverse community and its waste management programs can serve as an example for both small and large municipalities. Although it boasts a large population of just over half a million, almost two-thirds of the land area is rural and agricultural. Most of the residents live within the urban area and 30 percent of the households are multi-fam-

ily. Hamilton has been recognized for its progress in waste management, receiving a Federation of Canadian Municipalities' Sustainable Community Award in 2005 for its solid waste master plan and again in 2007 for its green cart program.

Overall, Hamilton's residential diversion rates have improved significantly from 20 percent in 2002 to 40 percent in 2006. There is still some work to be done and other programs

are being considered to maximize diversion from landfill including organics collection for the city's multi-residential homes, reducing waste container limits, using clear plastic bags, a pay-as-you-throw program and increased by-law enforcement. In the meantime, the gold boxes popping up across Hamilton are showing where 65 percent diversion is already being reached.

SSM SAULT 2002 96% 2006 - uppt 35%



CITY COUNCIL RESOLUTION

7(c)

Date: 2005 05 30

[Signature]

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

S. Butland
J. Caicco

WHEREAS there exists considerable synergy in Sault Ste. Marie with regards to Health-related initiatives in scientific and clinical research as well as an imminent requirement for a physical presence to accommodate Sault Ste. Marie's role in the Northern Ontario Medical School; and
WHEREAS there have been ongoing discussions by various organizations/individuals concerning the above initiative:

BE IT RESOLVED that Council request Bill Therriault, Destiny SSM to facilitate a process whereby all parties interested in establishing such a FACILITY meet to outline terms of reference/parameters for a feasibility study which could determine the need, location, business case, funding mechanisms, etc. to address the concept.

It would be anticipated that:

1. the proposal for such a study would be presented to Council for discussion and approval.
2. much information could be accessed from SHI Consulting presently studying under the auspices of NOMS "Creating a Sustainable Health Research Industry."
3. funding for the Sault Ste. Marie study be accessed from the Economic Development Fund with possible assistance from NOH/FC and FEDNOR.
4. the following groups/individuals be invited to participate; Group Health Association, AUC, se A, EDC, ULERN, Sault College, OFRI, GLFC, Physician Recruitment and Retention Committee, Representation from First Nations, local physician representation from NOMS, SAH, Algoma District Medical Group.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

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

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

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



Northern Ontario
School of Medicine



For Immediate Release – December 4, 2006

Northern Ontario School of Medicine Supports Development of a Clinical Research Institute for Northern Ontario

The Northern Ontario School of Medicine (NOSM) announces its support for the creation of a clinical research institute in Sault Ste. Marie, which will service research initiatives taking place all across Northern Ontario.

This support follows the outcome of a recent feasibility study undertaken by SHI Consulting in consultation with community members and NOSM staff and faculty with experience in Northern research initiatives. The study was coordinated by Destiny Sault Ste. Marie and funded by FedNor and the City of Sault Ste. Marie. The goal was to assess the recommendation to create a clinical research institute for Northern Ontario included within the report *"Creating a Sustainable Health Research Industry in Northern Ontario,"* which was commissioned by NOSM and released in November, 2005.

Dr. Greg Ross, Associate Dean of Research for NOSM stated, "The Northern Ontario School of Medicine fully supports the development of a research institute in Sault Ste. Marie. This institute will provide the infrastructure and central gathering place for the network of research initiatives taking place all across Northern Ontario. It will be a vital component for any scientist doing research in this part of the province."

Dr. Tim Best, one of the feasibility study team members and Section Leader of Surgery for NOSM, noted that the clinical research institute will support and facilitate studies across diverse disciplines affecting healthcare that span the entire geographic region served by NOSM. "The institute will also facilitate educating researchers, both current and future, and will represent the opportunity to advance the range, quantity and quality of clinical medical research in the North," noted Dr. Best.

The feasibility study recommends the immediate hiring of resources for the institute. Dr. Ross confirmed that the recruitment of a Research Coordinator for the institute is well underway. The Research Coordinator will be responsible for liaising with clinical research scientists, NOSM stakeholder and partner institutions, preparing research funding proposals, and assisting in the development and preparation of strategy papers.

Mayor of Sault Ste Marie, John Rowsell expressed his support for the further development of Northern Ontario School of Medicine programs and services within Sault Ste. Marie. "The development of a clinical research institute in our community complements the fact that Sault Ste. Marie is one of the most highly technical research and development centres in Northern Ontario. We hope that Sault Ste. Marie's participation will further secure the creation of the Northern Ontario School of Medicine's clinical research institute in Sault Ste. Marie."

Research at NOSM is recognized as a critical component of medical education. The research initiatives developed in partnership with the School are internationally recognized and supported by competitive, peer-reviewed funding awarded on the basis of scientific excellence.

The Northern Ontario School of Medicine is a pioneering faculty of medicine. The School is a joint initiative of Lakehead and Laurentian Universities with main campuses in Thunder Bay and Sudbury, and multiple teaching and research sites across Northern Ontario. By educating skilled physicians and undertaking health research suited to

West Campus
Lakehead University
955 Oliver Road
Thunder Bay ON P7B 5E1
Tel: 807-766-7300
Fax: 807-766-7370

East Campus
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6
Tel: 705-675-4883
Fax: 705-675-4858

7(c)



Northern Ontario
School of Medicine

community needs, the School will become a cornerstone of community health care in Northern Ontario.

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To access a copy of the report "*Creating a Sustainable Health Research Industry in Northern Ontario*", please visit www.normed.ca/research. For further information, or to arrange an interview, please contact:

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7(c)

SHI | Consulting

LIFE SCIENCES STRATEGIES

Northern Ontario School of Medicine
Destiny Sault Ste. Marie

Executive Summary

Feasibility study for a Northern Ontario School of Medicine
Clinical Research Centre in Sault Ste. Marie

August 2006

Executive Summary**Re: Feasibility study for a Northern Ontario School of Medicine
Clinical Research Centre in Sault Ste. Marie****Background**

SHI was commissioned by a steering committee of clinical research stakeholders to conduct a feasibility study to evaluate the potential for a SSM based clinical research centre for northern Ontario. The study was completed in July 2006 and this executive summary outlines its findings.

The Challenge

Northern Ontario's economy has traditionally been resource-based, but it is attempting to transition towards a greater emphasis on a knowledge-based economy. It is a region with a mixture of "rural metro-adjacent", "rural heartland" and "rural remote" communities with differing cultures, lifestyles and increased disease burdens. Northern Ontario is recognized as having critical manpower shortages in various healthcare disciplines including physicians. As a result, the standard of healthcare in Northern communities is one of the region's foremost concerns. In part, to overcome these problems, Northern Ontario has invested heavily in health related infrastructure, such as, information and communication technologies, and regional training programs.

The Opportunity

As a demonstration of Northern Ontario's commitment to addressing its healthcare difficulties, the Northern Ontario School of Medicine (NOSM) has been established to increase the breadth and depth of physician capacity in the North. NOSM uses a unique model that incorporates multiple training sites and draws its faculty from its many disciplines and various cultures. NOSM's establishment has re-vitalized the healthcare community. It presents an opportunity to utilize the medical school's strong leadership and community links combined with the North's effective information and communication technology systems. It also builds a platform to link new and existing researchers across the region. More specifically, an opportunity exists to build upon these existing strengths to create a research platform that will bring together clinical researchers from various regions of the North to focus on healthcare issues that are directly relevant to Northern Ontario in a culturally sensitive way. Once this enterprise is established, it can take a national and global leadership position by linking to other regions - across Canada and the world - that face similar challenges.

The Vision and Mission

The vision is to create a Northern Ontario Clinical Research Institute (the "Centre"). The mission is to promote community-based clinical research¹ enabling local healthcare professionals to identify and address the community's needs through effective targeted research. This Centre would have its primary location in SSM, a city with a well-established capacity for multi-disciplinary clinical research. With the Centre focusing on research of particular interest to Northern Ontario, physical or virtual links would be formed with other communities throughout the region. A Pan-Northern Multidisciplinary Centre is envisioned where all NOSM faculty members and other interested clinical researchers could contribute. With a strong membership, the Centre would promote high quality, regionally relevant clinical research by focusing on five core objectives: *Leadership and Advocacy, Resources, Coordination and Linkages, Multidisciplinary Research and Community Engagement*.

Objectives of the Clinical Research Centre***Leadership and Advocacy***

A clear vision with strong leadership is required to propel a clinical research enterprise forward and to bridge the gap that currently exists between research and clinical medicine. Northern Ontario has independent research leaders in major communities, but lacks high-profile leadership to unify the overall research community. Sault Ste. Marie is taking a leadership role in community-based clinical research. As such this city is positioned to expand this role by providing the leadership necessary for community

¹ Clinical research is defined as research involving discovery, testing, validation, dissemination, adoption and evaluation with human subjects or materials, specimens, or data derived from human subjects or populations with clear defined relevance and outcomes to human populations.

clinical researchers across the region to develop a unified brand with which to engage national or international centres and contribute to issues and initiatives whether they are in research, policy or advocacy.

Resources

Healthcare professionals require a variety of support services such as study design and data analysis, to maintain a clinical practice while conducting high-impact research. Lack of access to these support services impairs the ability of researchers to obtain sufficient funding or carry out high-impact research, and prevents healthcare professionals from engaging in clinical scientific discovery efforts. The Centre would provide or facilitate access to many of the necessary services and training programs required to further expand research capabilities in the North. This would result in an increase in the number and size of awarded research grants, greater participation in healthcare research, and better attraction and retention of clinical investigators. Furthermore, access to these resources would promote training for and sustainability of Northern Ontario's knowledge-based jobs.

Coordination and linkages

Creating successful partnerships with different regions and disciplines is necessary in order to obtain national grants, complete research projects and publish in high-impact journals and provide important research services to the people of northern Ontario. With a variety of clinical researchers, medical residents and students dispersed throughout the region, there is a significant opportunity to coordinate these healthcare personnel and projects in such a way that existing researchers will be able to build on each other's capabilities. Using the network that NOSM has already established, the Centre would coordinate and facilitate linkages using specialized personnel (e.g., project and student coordinators), and assist in the standardization of data collection (e.g., database design and coordination) or other specialized infrastructure. Sault Ste. Marie is already well recognized for its specialized infrastructure (e.g., electronic patient records) and coordinated research efforts (e.g., common ethics boards and strong coordination with public healthcare, hospital and local clinics). By providing researchers, research centres and institutions with a central point of coordination, research projects can be better planned and more effectively executed while increasing the participation of researchers and participants.

Multidisciplinary research focus

Clinical research traditionally has focused on building individual capacity in the research modalities of biomedical, applied clinical, healthcare services and systems, and population healthcare research. Yet, it is in the transfer of knowledge *among* these modalities where innovative care occurs. At present, very few regions across the country have addressed this challenge. As NOSM is uniting the physician community, the Centre would serve to connect all of the modalities of clinical research. The cohesion among the various modalities enables Northern Ontario to overcome any perceived barriers associated with its lack of research critical mass. As an example, Sault Ste. Marie is actively strengthening its multidisciplinary approach to research by tightly integrating clinical medicine with population healthcare and healthcare delivery and is proactively seeking innovative world-class technologies to facilitate this process. By strengthening multidisciplinary research, Northern Ontario has the opportunity to be at the forefront of the next phase of clinical research in Canada: clinical research that improves healthcare practices and outcomes for patients.

Community engagement

A long-lasting sustainable clinical research enterprise will require medical and public community engagement. In Northern Ontario, a significant number of healthcare professionals wish to participate in clinical research, but are not doing so at the present time. Furthermore, communities want to participate in clinical research, but do not know what is available or who to approach. NOSM has begun to reverse this trend. It is now engaging northern communities at multiple access points, but its focus is squarely on medical education. The Centre would be well positioned to build a bridge between the research community and the public to increase support for and participation in clinical research. With its central location and active interest SSM is well positioned to become the location for the centre. NOSM has successfully taken a similarly approach in positioning its campuses away from the tertiary hospitals in order to train physicians for community care. Sault Ste. Marie is an excellent size for community research in that there are few competing interests: all of the healthcare services are represented but not

duplicated. By establishing a focal point and actively engaging the community at a local level, Northern Ontario will be well positioned to expand its leadership position in relation to other similar communities across Canada. With limited Canadian leadership in rural community medicine and with one third of Canadians being identified as living in rural areas, it is clear that a tremendous opportunity exists to positively impact the healthcare of a significant portion of Canadians. This can only be accomplished by initially developing excellence in clinical research in Northern Ontario.

Impact of the Centre

The establishment of a Northern Ontario clinical research enterprise will have a positive (both directly and indirectly) impact on the region. From a scientific perspective, the Centre would provide the focus and leadership necessary to foster and develop a nascent clinical research community into one that is able to successfully propel itself onto the national stage. Moreover, this Centre would provide the necessary regional focus to enable participation in national and international initiatives. Also, this enterprise would serve to train, attract and retain a high caliber of clinical researchers. The outcome of their research would improve the healthcare and wellness of the local population and serve to further place Northern Ontario on the provincial and national healthcare agenda. As a result, this enterprise would further develop Northern Ontario's knowledge-based economy by fostering a diverse healthcare research community that builds upon the large and successful investment that has already been made into NOSM.

Summary

Given that there is a clear demand for the Centre across the region, and because the Centre will have measurable benefits from a scientific, health, social and economic perspective, it is clear that such a Centre, located in SSM is feasible. Notably, funds appear to be available for start-up and ongoing costs, the next step will be to consult with stakeholders across the region and develop a full business plan. This plan will contain the specific financial, organizational and governance design necessary to fully develop a centre in Northern Ontario.

Patients offerts pour la formation en médecine



L'école de médecine a annoncé deux programmes importants aujourd'hui. En effet, le Programme de formation médicale du premier cycle recrute des candidats pour ses programmes de patients normalisés et volontaires.

«Les deux programmes visent à offrir une expérience uniforme à des étudiants en médecine du premier cycle qui sont en train d'acquérir d'importantes compétences en entrevue et en examen des patients,» a expliqué la Dre Judy Baird, directrice des cours sur les compétences en clinique. «Nous espérons recruter une cinquantaine de candidats dans les deux programmes d'ici la fin août 2005.»

Pour obtenir d'autres renseignements sur les programmes, consultez le site Web de l'école : www.normed.ca ou communiquez avec Sherry Carlucci, au (705) 662-7257 (campus de l'Est) ou avec Erica Dzuba, au (807) 766 7335 (campus de l'Ouest).

State-of-the-art research facilities

The Office of the Associate Dean of Research is working to secure funding to support the completion of state-of-the-art research facilities at both the East and West Campuses. Last fall a proposal entitled "Building Health Research Capacity in the North" was prepared that outlines an overall research strategy for the School, which is to be implemented in a phased approach. Phase One involves the completion of research laboratories on the third floor of the NOSM buildings currently under construction at Laurentian and Lakehead Universities. This infrastructure will provide our current and prospective faculty with the best environment in which to perform world-class biomedical research and will create a competitive advantage for pursuing biomedical research in the North. In Phase Two, the School will work with its partners to equip

numerous distributed research sites across Northern Ontario, strengthening the research capacity and connectedness throughout the North. Phase Two will help create new Northern partnerships in health research, positively affect the quality of life in the North and contribute to the growth of the Northern economy by generating opportunities for the commercialization of research knowledge and technologies through partnerships with the private sector.

In other Research news:

- The Office of the Associate Dean of Research is working to develop a Student Research Ethics Committee that will review student research projects involving humans. The committee will be responsible for ensuring the ethical conduct of any human research per-

formed by students of the School of Medicine, which will be especially important for students interested in undertaking research in consultation with Northern communities during their community placements.

- Faculty members have been very busy preparing applications for external funding to support their research programs. Most recently, operating grant applications were sent to the Canadian Institutes of Health Research for research in areas as diverse as identifying nutritional factors in depression and the development of hypertension in early life. Since September, over ten applications have been submitted to federal granting agencies and foundations. We wish the faculty the best of success in their endeavors.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-176

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for professional services in connection with conducting an environment assessment for Great Northern Road capacity between Second Line and Third Line.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 25th day of September, 2008 and made between the City and Kresin Engineering Corporation for professional services in connection with conducting an environment assessment for Great Northern Road capacity between Second Line and Third Line

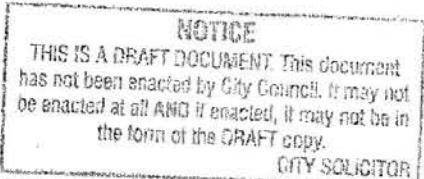
2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 6th day of October, 2008.

ACTING MAYOR – PAT MICK

CLERK - DONNA P. IRVING



10(a)

SCHEDULE "A"

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the 25 day of September, A.D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Conduct an Environmental Assessment for Great Northern Road Capacity between Second Line and Third Line.

and WHEREAS the Environmental Assessment shall include the requirements of the MEA Municipal Class EA Environmental Assessment for a lack of traffic capacity in the Great Northern Road corridor between Second and Third Lines, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

1.11 Insurance

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with

Section 1.23.1 (c).

1.17 Specialized Services

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

1.21 Arbitration

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

1.22 Time

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as

not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The following definitions shall apply:

2.1 Engineer's Services for Planning (Class EA) of the Project

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

2.2 Client's Services for Planning (Class EA) of the Project

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.
5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.
8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
9. Preparation and distribution of minutes of Project meetings.
10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
11. Assembling and evaluating existing drainage data.
12. Preparation of general drainage requirements.
13. Identification of major utility installations and adjustments.
14. Preparation of preliminary design drawings.
15. Preparation of property acquisition plans, if any.
16. Development of construction cost estimates.
17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.
8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.
10. Copies of available storm drainage area plans/reports prepared for the study area.
11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (I) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of ten (10) complete sets of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

(a) Contract Administrative Services

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit

10(a)

instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost:**

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) **Cost of the Work:**

(NOT APPLICABLE)

(c) **Site**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment**3.2.1 Fees Calculated on a Time Basis**

3.2.1.I The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:

- (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
- (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile charges, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

10(a)

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

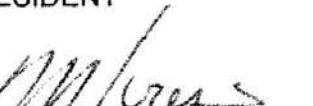
SIGNED, DELIVERED

in the presence of:

ENGINEER:

Kresin Engineering Corporation

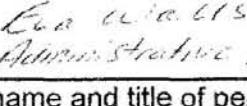

Chris Kresin, P.Eng.
PRESIDENT


Michael Kresin, P.Eng.
SECRETARY/TREASURER

WITNESS



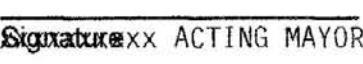
signature


E. Wells
Administrative Assistant

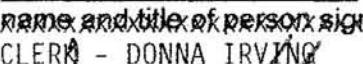
name and title of person signing

CLIENT:

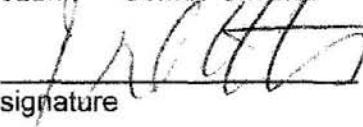
The Corporation of the City of Sault Ste. Marie

 Signature xx ACTING MAYOR - PAT MICK

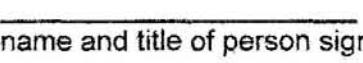
WITNESS

 Name and title of person signing x
CLERK - DONNA IRVING

signature

 signature

name and title of person signing

 name and title of person signing

10(a)

Schedule "1"

MEMORANDUM OF AGREEMENT dated the 25 day of September, A.D. 2008.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Identify Problem/Opportunity	Sept. 2008	Nov. 2008
2. Alternative Solutions	Oct. 2008	Dec. 2008
3. Public Information Centre #1	Nov. 2008	Nov. 2008
4. Alternative Design Concepts	Nov. 2008	Dec. 2008
5. Public Information Centre #2	Mar. 2009	Mar. 2009
6. ESR	Jan. 2009	May 2009
7. Public Information Centre #3	June 2009	June 2009

10(a)

Schedule "2"

MEMORANDUM OF AGREEMENT dated the 25 day of September, A.D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees

Key Task	Estimated Fees
1. Identify Problem/Opportunity	2,500.00
2. Alternative Solutions	10,000.00
3. Public Information Centre #1	5,000.00
4. Alternative Design Concepts	7,500.00
5. Public Information Centre #2	5,000.00
6. ESR	15,000.00
7. Public Information Centre #3	5,000.00
TOTAL :	\$ 50,000.00

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-179

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for professional services in connection with various portions of the multi-use Hub Trail with the municipality.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 26th day of September, 2008 and made between the City and Kresin Engineering Corporation for professional services in connection with various portions of the multi-use Hub Trail with the municipality.

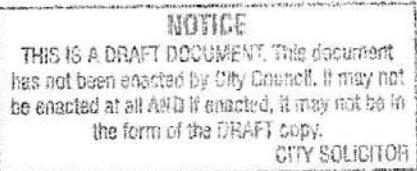
2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 6th day of October, 2008.

ACTING MAYOR – PAT MICK

CLERK - DONNA P. IRVING



10(b)

SCHEDULE "A"

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the 26th day of September, A.D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Construct various portions of multi-use trail within the City of Sault Ste Marie.

and WHEREAS the construction of the trail portions may include clearing and grubbing of vegetation, installation of drainage infrastructure, supply and placement of granular base and sub-base, asphalt pavement, concrete pavement, interlocking brick pavement and the supply and installation of structures hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Engineer shall

keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

1.11 Insurance

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

- b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

- c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

1.21 Arbitration

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

1.22 Time

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to

the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The following definitions shall apply:

2.1 Engineer's Services for Planning (Class EA) of the Project

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

2.2 Client's Services for Planning (Class EA) of the Project

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
5. Preparation and distribution of minutes of Project meetings.
6. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
7. Preparation of property acquisition plans, if any.

8. Development of construction cost estimates.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.
8. Copies of available storm drainage area plans/reports prepared for the study area.
9. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
10. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
11. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (l) to (11) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the

estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.

3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.
6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.
8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

(a) Contract Administrative Services

1. Review, modification and approval of the Contractor's construction schedule, the

processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.

2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. Preparing and submitting to the Client one complete set of reproducible, revised

contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Engineer.
5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

- (a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

- (b) Cost of the Work:

(NOT APPLICABLE)

- (c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile charges, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

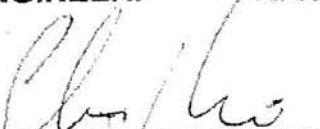
10(b)

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

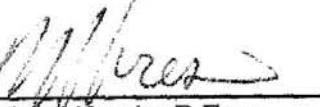
SIGNED, DELIVERED

in the presence of:

ENGINEER: Kresin Engineering Corporation


Chris Kresin, P.Eng.
PRESIDENT

WITNESS


Michael Kresin, P.Eng.
SECRETARY/TREASURER

signature

name and title of person signing

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature

WITNESS

ACTING MAYOR - PAT MICK

name and title of person signing

signature

signature

name and title of person signing

CLERK - DONNA IRVING

name and title of person signing

10(b)

Schedule "1"

MEMORANDUM OF AGREEMENT dated the 26th day of September, A.D. 2008.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Detail Design	Oct. 15, 2008	Feb. 28, 2009
2. Tender	March 1, 2009	April 15, 2009
3. Contract Administration	May 1, 2009	Oct. 31, 2009*

*October 31, 2009 indicates the estimated completion of construction activities. Continued Contract administration will be required beyond this date for statutory holdback release, and for any work during the warranty period.

10(b)

Schedule "2"

MEMORANDUM OF AGREEMENT dated the 26th day of September, A.D. 2008

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees

Total upset limit (including disbursements) of \$120,000.00 (plus GST).

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-181

AGREEMENTS: (E.3.1) A by-law to authorize an agreement between the City and Her Majesty the Queen in right of Canada for funding for the Stormwater Investigative Study.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1st day of October, 2008 and made between the City and Her Majesty the Queen in right of Canada for funding for the Stormwater Investigative Study.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 6th day of October, 2008.

ACTING MAYOR – PAT MICK

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(c)

SCHEDULE "A"

CONTRIBUTION AGREEMENT

Effective October 1st, 2008

Sault Ste Marie Stormwater Investigative Study

ARN: 08-043

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
represented by the Minister of the Environment,
hereinafter called the "Minister" who is responsible for
Environment Canada, hereinafter called "EC"

AND

The Corporation of the City of Sault Ste Marie
hereinafter called the "Recipient"

Whereas the Minister wishes to encourage action toward the shared vision of a healthy, prosperous and sustainable Great Lakes Basin Ecosystem for present and future generations.

Whereas the Government of Canada's Great Lakes Sustainability Fund (GLSF) is administered by Environment Canada and mandated to assist in delivering federal responsibilities in restoring impaired beneficial uses in the Great Lakes Basin as required by the Great Lakes Water Quality Agreement (GLWQA) and in conjunction with the Canada-Ontario Agreement Respecting the Great Lakes Basin Ecosystem (COA); and

Whereas collaboration with other agencies having a non-monetary vested interest can further technology transfer and provide additional resources; and

Whereas the City of Sault Ste Marie has the technical ability, proven record of performance, and the established relationships with other partner agencies that are required to deliver on actions identified in the Remedial Action Plan for the St Marys River Area of Concern (AOC); and

Whereas the Recipient to the document has submitted a detailed project proposal for consideration, that has been deemed relevant to the mandate of GLSF by technical experts and reviewers, and complies with the Canadian Environmental Assessment Act (CEAA); and

Whereas the Recipient will contribute a total of \$15,000, and has anticipated contributions from other interested parties totalling \$15,000.

Be it therefore resolved that this project is in support of delivering Remedial Action Plans in the St Marys River Area of Concern (AOC) to fulfill federal responsibilities under GLWQA and COA.

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, the Minister and the Recipient (hereinafter called the "Parties") agree as follows:

1. PURPOSE & EXPECTED RESULTS:

The purpose of the Agreement is to enable the Recipient, by means of contributions, to support Environment Canada's mandate and to meet departmental objectives. Work completed under this agreement will assist restoration efforts to delist the St Marys River Area of Concern (AOC), and specifically addresses the Beneficial Use Impairments relating to Degradation of Fish and Wildlife Populations, Degradation of Benthos, Beach Closures and Loss of Fish and Wildlife Habitat. Progress will be achieved through establishment of a new storm sewer design criteria for future development and reconstruction of existing infrastructure. This serves COA result 2.1 to "Reduce microbial and other contaminants and excessive nutrients from municipal sewage treatment plants, combined sewer overflows, urban stormwater and industrial wastewater towards delisting targets in the St. Mary's River AOC".

The activities of this agreement link to the following result: Canada's natural capital is restored, conserved, and enhanced.

2. ACTIVITIES TO BE UNDERTAKEN BY THE RECIPIENT

The Recipient will carry out the following activities, in order to meet the following results for each activity:

Activities (2008/09)

- (i) Retain an engineering consultant to conduct the stormwater investigative study.
- (ii) Begin engineering study for stormwater management in Sault Ste. Marie.
- (iii) Review of current stormwater management practices, with a view to identifying new initiatives to reduce quantity and increase quality of runoff.
- (iv) Summarize established and new stormwater management practices being implemented in other municipalities in Ontario
- (v) Define detailed scope of work for fiscal 2009/10

3. MAXIMUM AMOUNT OF CONTRIBUTION:

- (a) The Minister agrees, subject to the terms and conditions of this Agreement, to contribute towards the eligible costs set out in this Agreement that could be

incurred by the Recipient for the activities described in this Agreement, to a maximum amount of \$15,000.

- (b) The total value of the contributions secured by the Recipient for the purposes set out in Clause 2 is approximately:
 - \$30,000 for the fiscal period 2008-2009
- (c) Of this total, the Total Government Assistance (from federal, provincial and municipal sources) is estimated at:
 - \$45,000 or 100% of the total for the fiscal period 2008-2009
- (c) The Department's contributions will be based on the agreed upon cash flow requirements of Clause 5 herein, as follows:
 - for the fiscal period 2008-2009 in the amount of \$15,000;

4. ALLOWABLE EXPENDITURES:

The Recipient agrees that the payments referred to in Clause 3 shall be applied to the allowable expenditures incurred in the course of conducting the activities described in the Agreement

(a) The allowable expenditures are:

- Management, professional and other service costs

(b) Permits

The Party shall be responsible for all permits, permissions and approvals as required by the relevant regulatory agencies for all work undertaken under this project. GLSF funding may not be used to implement any activities that require federal permits or permission until approval is received, in writing, from GLSF.

Costs, other than those herein allowed, are ineligible unless specifically approved in writing by the Minister prior to the time the costs are incurred.

5. REPORTING

The following conditions must be met before payments will be made:

- (a) The Recipient has, by the effective date of this Agreement, provided 1) an operating plan and 2) cash flow statement for the period starting as of the effective date of this Agreement and ending March 31, 2009.
- (b) The Recipient shall provide, with each claim for payment, a report outlining expenses incurred since the last payment.
- (c) The Recipient shall provide with each claim for payment, a progress report pertaining to the activities in Clause 2.

- (d) For the final payment the Recipient shall provide:
- 1). A written accounting of all expenditures and income and,
 - 2). A progress report which shall contain the elements set out in Clause 2.

6. METHOD OF PAYMENT:

- a) Within the limits of Clause 3 and in accordance with the laws of Canada relating to financial administration, as amended from time to time, the Minister agrees to pay the Recipient in arrears as follows:
 - A payment of up to \$10,000 on December 31, 2008 or after
 - A final payment of up to \$ 5,000 or up to the balance remaining from the maximum contribution amount of \$15,000 upon completion of the activities outlined in Clause 2, and upon receipt of an accounting of all expenditures and income incurred to the satisfaction of the Minister, as outlined in Clause 5(d).

7. INVOICES OR REQUESTS FOR PAYMENT

- a) All invoices or requests for payment should be sent to:

Environment Canada –Great Lakes Areas of Concern
4905 Dufferin Street
Toronto, Ontario M3H 5T4

Attn: Rose Iantorno, 416-739-5834

- b) All payments to the Recipient shall be addressed to:

Corporation of the City of Sault Ste Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

GST number: 12202 3120

Attn: Don Elliott, Director of Engineering Services, 705-759-5329

8. ACCOUNTS AND FINANCIAL STATEMENTS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto. The Recipient will provide financial

statements and forecasts as stipulated in the Agreement and shall conduct its financial affairs according to generally accepted accounting principles and practices. For the purposes of this Agreement, the Recipient will keep all financial accounts and vouchers and other records for a period of at least three years after the expiry of the Agreement.

9. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any and all amounts owing to the federal government under legislation or contribution agreements, and recognizes that the Minister may set-off amounts due to the Recipient against amounts owing to the government.

10. INTELLECTUAL PROPERTY

Any intellectual property rights arising from the project will be vested in the Recipient provided that the Recipient hereby grants to the Minister the licensed rights to produce, publish, translate, reproduce, adapt, broadcast or use at no cost, any work subject to such intellectual property rights.

11. NOT A PARTNERSHIP

The Minister and the Recipient expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Minister or the Recipient shall constitute or be deemed to constitute the Minister and the Recipient as partners, joint ventures or principal and agent in any way or for any purpose. The Recipient shall not represent or hold itself out to be an agent of the Minister. No party shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party.

The Recipient agrees to be liable to the Minister for any liability that the Minister incurs by virtue of being found to be liable with the Recipient as a partner of, joint venture with, or principal of the Recipient. For greater certainty, the Recipient assumes no responsibility for any liability arising to the Minister as a result of the act or omission of the Minister or his agent which are the basis for the finding that the Minister or his agent is a partner of, joint venture with, or principal of the Recipient.

12. DURATION

This Agreement shall bind the Parties for the period beginning on the effective date and ending on March 31, 2009.

13. AMENDMENTS

This Agreement may be amended. Any amendment to this Agreement shall be in writing and signed by the Parties.

14. TERMINATION

The Minister may terminate this Agreement and withdraw from the project if, in the opinion of the Minister, the Recipient fails to meet the original objectives, as set out in Clause 2.

Additionally, either the Recipient or the Minister may terminate this Agreement on one (1) month written notice to the other Party. Payment for incurred costs and non-reversible commitments by the Recipient for the purposes set out in Clause 2 will be covered by the Minister.

This Agreement and the obligations of the Minister under this Agreement shall terminate upon receipt of notification to the Minister of a notice of the Recipient's death, dissolution or insolvency.

15. ENTIRE AGREEMENT

This Agreement, along with the Terms and Conditions in Appendix A and any other appendices and schedules cited in this Agreement, shall constitute the entire and sole Agreement between the Parties and shall supersede all other communications, negotiations, arrangements and agreements of any nature between them prior to the date of this Agreement.

10(c)

IN WITNESS WHEREOF the Parties have executed this Agreement on the effective date mentioned on the first page of this agreement.

FOR THE RECIPIENT

The Corporation of the City of Sault Ste
Marie

PER

ACTING MAYOR - PAT MICK

CLERK - DONNA IRVING

FOR HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

Susan Humphrey
Manager
Great Lakes Areas of Concern

Signature

Date

Witness

APPENDIX A
CONTRIBUTION AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

Unless the context otherwise requires:

- a) The term "fiscal period" shall mean the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement;
- b) "Minister" means the Minister of the Environment and includes any person duly authorized to act on behalf of the Minister;
- c) "Department" means the Department of the Environment;
- d) "Agreement" means the Contribution Agreement, these Appendix A Terms and Conditions and such amendments and agenda which are or may be expressed to form part of the Agreement;
- e) "Recipient" means the organization or person receiving the contribution and being responsible for the performance and administration of the Agreement;
- f) "Financial Audit" means any examination of the accounts and records of a Recipient or other information determined necessary by the Minister in the circumstances;
- g) "Government of Canada" means Her Majesty the Queen in Right of Canada;
- h) "Great Lakes Water Quality Agreement (GLWQA)" means the 1978 Canada-U.S. Great Lakes Water Quality Agreement, as amended by Protocol in 1987;
- i) "Canada Ontario Agreement (COA)" means the 2007 Canada-Ontario Agreement Respecting the Great Lakes Basin Ecosystem, dated June 11, 2007.

2. APPROPRIATION

The payment of any money under this Agreement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is to be made. The Minister may cancel or reduce the contribution if funding levels are reduced by Parliament.

3. PROGRAM ALLOCATION

The Minister may reduce funding under this Agreement in response to the Government's annual Budget, a parliamentary or governmental spending restraint decision or a restructuring or reordering of the federal mandate and responsibilities which impacts on the Program under which this Agreement is made. If the funding for the Program is thereby reduced, the amount remaining unpaid under this Agreement may be reduced, as of the date the reduction takes effect, by a percentage equal to or less than the percentage of the reduction. The Parties understand that any such reduction may affect the full implementation of the activities under this Agreement.

4. PERSONS NOT TO BENEFIT

No member of the House of Commons and Senate shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

No current or former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* shall derive a direct benefit from the Agreement.

5. LIABILITY

The Recipient agrees, at all times, to indemnify and save harmless, Her Majesty or any of Her officers, servants, employees or agents from and against all claims and demands, loss, costs, (including legal costs), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, servants, employees, or agents of Her Majesty while acting within the scope of their duties or employment

6. LIMITED LIABILITY

The Recipient understands and agrees that Her Majesty's sole liability under this agreement is to advance funds as per the terms of this agreement and specifically Her Majesty is not liable for any loan lease or other obligation entered into by the Recipient.

7. NON-COMPLIANCE

Should either the Minister or the Recipient fail to comply with any of the terms and conditions contained herein, a Party may give 30 days written notice of the non-compliance to the other. If either the Minister or the Recipient does not remedy the non-compliance within the notice period, the party giving the notice may terminate, suspend or reduce the scope of this Agreement at the end of the 30 day written notice. The Minister may demand repayment of funds already paid to the Recipient that have not been expended, or are payable to a third party. Any Party may seek any other appropriate legal and equitable remedy. In the event that non-compliance is the subject of dispute, the Agreement will be considered in force until the dispute has been resolved in the manner provided for in this Agreement (see "Settlement of Disputes").

8. OVERPAYMENT

In the event that payments made to the Recipient under this Agreement exceed the amount thereof required or spent by the Recipient or were used to reimburse expenditures that are not in accordance with this Agreement, any such surplus is payable forthwith to the Minister. If the initial contribution payments by the Minister are not required or spent by the Recipient, or were used to reimburse expenditures that are not in accordance with this Agreement, then any such surplus is payable forthwith to the Minister. Where any surplus payable has to be repaid, an amount equal to the surplus may be retained by way of deducting from or set-off against any sum of money that may be due or payable to the Recipient.

In the event that the Total Government Assistance (from federal, provincial or municipal governments) exceeds the amount or the proportion anticipated at the development of this Agreement, the Recipient shall repay the Minister an amount equivalent to the established overpayment.

9. AUDIT

The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms and obligations of the Agreement, and the Recipient shall make available to such auditors any records, documents, and information that the auditors may require. The scope, coverage and timing of such audit shall be as determined by the Minister and, if conducted, may be carried out by employees of the Minister or its agent(s).

The Department may choose to rely on an opinion from a recipient's external auditor regarding compliance to any or all terms and conditions of the contribution. Such an opinion shall be supported by audited financial statements and/or a statement of disposition of the federal contribution funds.

10. AUDIT RESULTS

The Minister agrees to inform the Recipient of the financial results of any audit and to pay the Recipient, as soon as possible after the completion of the audit, any moneys which the audit may show to be then due and owing to the Recipient. The Recipient agrees to pay the Minister, on being informed of the results of such audit, any moneys which the audit may show to be then due and owing to the Minister.

11. EVALUATION

The Minister or its delegate may at its discretion carry out an evaluation of the effectiveness or efficiency of this Agreement. The Recipient agrees to cooperate with the Minister if it decides to conduct an evaluation. This cooperation includes, but is not limited to, providing the Minister, its contractors or employees with: access to staff and records; and such information as the Minister may request during or within a reasonable period of time after the termination of this Agreement.

12. PAYMENTS IN CASE OF TERMINATION

In the event this Agreement is terminated for any reason whatsoever, the Minister or the Recipient may reduce, in whole or in part, the amounts to be paid, and the Recipient shall pay back to the Minister all monies not expended or payable to a third party at the date of termination.

13. INTEREST

Interest on any amount due to the Minister pursuant to this Agreement will be payable to the Receiver General for Canada or may be waived by the Minister as prescribed in the Interest and Administrative Charges Regulations, under the Financial Administration Act, except that interest will accrue:

- from the due date in the case of overdue amounts and other arrears;
- from the date that an overpayment is made in the case of overpayments.
- in the case of a repayable contribution, from the date that an amount becomes repayable whether or not that amount is due, in whole or in part, at one or more different dates.

14. GOODS AND SERVICES TAX

No contribution is payable by the Minister in respect of the portion of the cost of any eligible goods or services which represents the amount of the Goods and Services Tax (GST) paid on such goods or services for which the recipient is entitled to claim an input tax credit or rebate. "Eligible goods or services" mean any goods or services purchased by the recipient in carrying out this agreement in respect of the cost of which the Minister has agreed to pay a contribution.

15. SURVIVAL OF TERMS

All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the Parties shall survive the termination of this Agreement.

16. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

17. NO AGENCY

No Party is an agent of, or for any other party, for any purpose of this Agreement and nothing in this Agreement shall be construed to enable any Party to act as agent for any other Party.

18. OFFICIAL LANGUAGES

The Recipient shall serve and communicate with the public in the English and French languages, where applicable.

19. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement to the Department's contribution shall be made in the Recipient's publications and other media or public information releases.

20. SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation or application of this Agreement which cannot be settled amicably shall be submitted to a mediator as agreed upon by both Parties.

21. ACCESS TO PREMISES

The Recipient agrees to give access to the Minister to visit the premises or site where the activities funded under this Agreement are being carried out.

22. CONFLICT OF INTEREST

The Recipient shall at no time during the duration of this Agreement pursue interests that are inconsistent with the interests served by this Agreement.

23. LOBBY GROUPS

Any person lobbying on behalf of the applicant for a contribution must be registered pursuant to the *Lobbyist Registration Act*.

24. LEGALITY

The Recipient shall ensure that the activities or programs will be conducted in compliance with all applicable laws.

25. ASSIGNMENT

The Recipient shall not assign this agreement or any part thereof or any payments to be made thereunder without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this agreement.

26. NOTICE

- a) Any notice to the Recipient shall be effectively given if sent by letter or facsimile, postage prepaid as the case may be, addressed to the Recipient at the address shown in the Agreement or any alternative address given to the Minister in writing by the Recipient. Any notice so given shall be deemed to have been received by the Recipient at the time when, in the ordinary course of events, such a letter or facsimile, would have reached its destination.
- b) Any notice to the Minister shall be effectively given if sent by letter or facsimile, postage prepaid as the case may be, at the address shown in the Agreement, or any alternative address given to the Recipient in writing by the Minister. Any notice so given shall be deemed to have been received by the Minister at the time when, in the ordinary course of events, such a letter, or facsimile would have reached its destination.

Appendix C: Cash Flow Statement

Please note that all expenses associated with EC Contribution fund must be incurred prior to March 31, 2009

ARN: 08-043

2008-09

Period Ending*	April 01 - June 30	Aug. 01 - Sept. 30	Oct. 01 - Dec. 31	Jan. 01 - Mar. 31	Total
PROJECT SUPPORT					
In-Kind Expected:					
					0.00
					0.00
					0.00
					0.00
In-Kind Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROJECT INCOME					
Cash Expected**:					
City of Sault Ste Marie			10,000.00	5,000.00	15,000.00
Ontario Ministry of Environment			10,000.00	5,000.00	15,000.00
					0.00
					0.00
Sub-total Cash (non EC Funding)	\$0.00	\$0.00	\$20,000.00	\$10,000.00	\$30,000.00
Environment Canada Contribution		\$0.00	\$10,000.00	\$5,000.00	\$15,000.00
TOTAL INCOME	\$0.00	\$0.00	\$30,000.00	\$15,000.00	\$45,000.00
PROJECT EXPENSES***					
Cash In-Kind Cash In-Kind Cash In-Kind Cash In-Kind					
Contracts and Professional Services			30,000.00	15,000.00	45,000.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
TOTALS	\$0.00	\$0.00	\$30,000.00	\$15,000.00	\$45,000.00
TOTAL EXPENSES	\$0.00	\$0.00	\$30,000.00	\$15,000.00	\$45,000.00

* Choose as many, or as few, columns as needed (see Clause 5)

** Include cash from federal government sources as well, with the exception of Environment Canada

*** Use only those that apply

OFB08-175

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-182

AGREEMENT: (No. L-76) - A by-law to authorize a renewal of lease between the City and the Art Gallery of Algoma for the building located at 10 East Street in Sault Ste. Marie.

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

1. EXECUTION OF DOCUMENTS

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 8th day of September, 2008 and made between The Corporation of the City of Sault Ste. Marie and the Art Gallery of Algoma for the right to lease the building at 10 East Street in Sault Ste. Marie.

2. SCHEDULE "A"

Schedule "A" hereto form 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 6th day of October, 2008.

ACTING MAYOR – PAT MICK

CITY CLERK – DONNA P. IRVING

NOTICE

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CITY SOLICITOR

10(d)

SCHEDULE A

THIS RENEWAL OF LEASE made the eighth day of September, 2008 (In Pursuance of the Short Forms of Leases Act)

BETWEEN:

THE CORPORATION OF THE CITY OF
SAULT STE MARIE
(herein called the "Landlord")

Of the FIRST PART

- and -

THE ART GALLERY OF ALGOMA
a Corporation duly incorporated under the laws
of the Province of Ontario
(herein called the "Tenant")

Of the SECOND PART

WHEREAS:

The Art Gallery of Algoma and the City of Sault Ste. Marie previously had a lease agreement which expired on September 25th, 2004.

AND WHEREAS:

The lease had a provision which gave the Tenant the option to renew the lease for 15 years upon the same terms and conditions.

AND WHEREAS:

The Landlord and Tenant desire to exercise their option to renew the lease for 15 years retroactive to September 26th, 2004.

THEREFORE:

The Landlord and the Tenant hereby agree to the renewal of the lease under the same terms and conditions for a term of 15 years commencing on September 26th, 2004 and ending on September 25th, 2019.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

) _____
ACTING MAYOR - PAT MICK

10(d)

) X MAYOR X JOHN ROWSWELL X

) CLERK - DONNA IRVING

) THE ART GALLERY OF ALGOMA

) Deborah Loosemore
PRESIDENT - DEBORAH LOOSEMORE

) Penny Hanson
SECRETARY - PENNY HANSON

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-183

AGREEMENT: (L-135(2)) A by-law to authorize the execution of a renewal of Lease Agreement between the City and the Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society.

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 September 1, 2008 between the City and the Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society.

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 6th day of October, 2008.

ACTING MAYOR – PAT MICK

CITY CLERK - DONNA P. IRVING

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CITY SOLICITOR

10(e)

THIS AGREEMENT made the 1st day of September, 2008

BETWEEN

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

- and -

**THE SAULT STE. MARIE AND 49TH FIELD REGIMENT
R.C.A., HISTORICAL SOCIETY**
(hereinafter called the "Society")
OF THE SECOND PART

WHEREAS the Society is dedicated to the preservation of artifacts, objects, books, documents and other items of historical significance and to promoting public awareness of the history of the Sault Ste. Marie and Algoma District; and

WHEREAS the City enacted By-law 83-14 which authorized an agreement with Her Majesty the Queen in Right of Canada (represented by the Minister of Public Works) which agreement authorized the acquisition of the Old Post Office at 690 Queen Street East; and

WHEREAS the City desires that the former Post Office designated under Part IV of the Ontario Heritage Act, be maintained and operated as a community Museum; and

WHEREAS the Society has agreed to maintain and operate the Museum (hereinafter referred to as the "Museum") on the City's behalf and the Society further agrees to perform such duties as are assigned to it in this operating agreement;

NOW THEREFORE the City and the Society each agree with the other that in consideration of the covenants contained in this agreement the City leases to the Society the lands and premises described in the attached Schedule "A", together with all buildings, erections, structures and works now or hereafter erected or constructed thereon and together with all wiring, plumbing and heating apparatus and equipment, elevators and fixtures (other than fixtures owned by the Society) and all improvements and appurtenances (all referred to as the "premises").

THE CITY AND THE SOCIETY FURTHER AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT**

This agreement shall commence on September 1st, 2008 and end on August 31st, 2018. However, the Society and the City may agree to extend the length of this agreement for a further period of ten years provided the City is satisfied with the management and operation of the Museum and both parties agree on the terms of any extension.

2. **ANNUAL BUDGET**

The Society shall submit an annual budget for the Museum to the City for review by the City.

3. **ANNUAL GRANT**

The City shall make an annual grant to the Society in such amount as the City considers advisable.

4. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause and without liability on one year's notice in writing.

5. **OPERATION OF THE MUSEUM**

The City acknowledges that it has delegated the authority to determine the routine operation of the Museum to the Society and that it shall exercise such authority in accordance with the Society's goals and objectives as determined by the Society. However, the Society shall be responsible to the City for the operation of the Museum, including the following:

a) **Construction and Improvements**

To construct displays, exhibits, office and service space in accordance with the goals of the Society as determined by the Society.

b) **Collection of Fees**

The establishment and collection of fees and admission charges and the keeping of a complete record of all money received.

c) **Personnel**

The provision and supervision of all personnel deemed necessary by the Society for the operation of the Museum, such personnel to be and remain employees of the Society and be paid by the Society.

d) **Advertising**

The advertising of exhibits, displays, programs and shows available at the Museum.

e) **Accessibility**

To make the display areas of the Museum available to the general public at all times, subject to the Society's right to set reasonable "open hours", schedule special events, exhibitions and programs, and charge fees.

f) **Compliance with By-laws**

To comply with and conform to the requirements of every applicable statute, law, by-law or regulation requirement or order from time to time in force during the term hereof and any extension thereof. And further to comply with the current recommendations and guidelines from the Ontario Museum Association, the Canadian Museum Association and the Province of Ontario Ministry of Culture with respect to current collection standards, ethical behaviour and the avoidance of conflict of interest, as a body and individuals.

g) **Maintenance and Repairs**

Subject to the amount of the annual grant received under clause 3, to maintain the premises and the equipment, machinery and other facilities at any time situated there or used in connection therewith and to keep them at all times in good condition and to make all repairs, interior and exterior, structural and non-structural, as required to keep the Museum and other facilities in good order and condition. The parties acknowledge that the City has no obligation to pay any of the expenses associated with repairs and maintenance except as may be specifically agreed to in writing.

h) **Snow Removal**

To keep the sidewalks, driveways and parking areas which form a part of the premises free and clear of snow and ice.

10(e)

i) Alterations and Improvements

The Society shall be responsible for any alterations, additions or improvements to the premises, provided however that any alterations, additions or improvements to the structure of the building will require the approval of the City. The parties acknowledge that the City has no obligation to pay any expenses associated with any alterations unless the City has agreed in writing to be obligated. Any alterations affecting the heritage designation of the building must be approved by the Municipal Heritage Committee.

j) Inspection of Property

To permit the City's duly authorized agents at all reasonable times to enter and examine the premises and inspect the operations of the Museum.

k) Name of Museum

The Museum shall be officially named The Sault Ste. Marie Museum and the Society covenants not to rename the Museum without the prior written consent of the City.

l) Payments by the Society

The Society shall be responsible to pay all expenses, costs, payments and outgoings incurred in respect of the premises. It shall be the Society's responsibility to pay realty taxes and benefit assessment for parking levy assessed for tenants of the Museum that are considered commercial operations. The Society may apply annually for a grant to assist in the payment of realty taxes, business taxes and benefit assessment for parking levy with respect to its own operations, including the not-for-profit groups.

m) Subletting

The parties acknowledge that the premises shall be utilized primarily for the Museum and its ancillary functions, however the Society shall have the authority to sublet such portions of the premises as may not be required for Museum functions with the consent of the City, provided that the total of such space as may be sublet does not exceed fifteen (15%) percent of the total floor space of the premises.

All approved tenants must supply to the City proof of general liability insurance in the amount of \$2,000,000.00, in which The Corporation of the City of Sault Ste. Marie has been named additional insured.

The Society shall advise the City when a tenancy has been terminated.

n) Insurance

The City and Society agree that the Museum shall be insured by the City under its (the City's) building, public liability and property damage and office contents insurance policy.

The Society acknowledges that the insurance referred to above pertains to the building, public liability, property damage and some office contents. It shall be the responsibility of the Society to obtain and pay for adequate insurance on any chattels, fixtures and all public areas.

o) Indemnities

To indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of any breach, violation or non-performance of any covenant,

condition or agreement in this agreement on the part of the Society to be observed or performed.

p) Utility Charges

The Society will be responsible for and to pay promptly all charges or costs for water, electricity and other utilities of every nature, kind or similar cost. The Society agrees to maintain the temperature of the building at a level sufficient to prevent damage.

6. **OBLIGATIONS OF THE CITY**

THE CITY AGREES WITH THE SOCIETY AS FOLLOWS:

a) Indemnity

To indemnify the Society against all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

b) Sale by City

Should the City convey title to the property, this agreement shall terminate. The City shall give the Society one year's notice of its intention to convey the property.

7. **DESTRUCTION AND RECONSTRUCTION**

Should the premises be wholly or partially destroyed by fire, explosion or from any other cause, it shall be restored to the condition it was in immediately prior to such destruction, unless otherwise agreed.

8. **DEFAULT PROVISIONS**

This operating agreement shall be terminated:

- (a) Whenever the Society shall default in the payment of any sum payable hereunder; or
- (b) Whenever the Society shall fail to perform or observe any of the covenants, agreements or provisions contained in this agreement on the part of the Society to be performed or observed and such failure shall continue for or shall not be remedied within the period of thirty (30) days next after the giving of written notice by the City to the Society of the nature of such failure; or
- (c) If the Society goes bankrupt or becomes insolvent; or
- (d) If the Society ceases to operate as a charitable organization.

Upon any such termination of the agreement the City shall not disturb the possession of any licensee who occupies part of the building so long as such licensee is not in default in the performance of his obligations under his licence.

9. **NOTICES**

All notices given pursuant to this agreement shall be sufficiently given if mailed, prepaid and registered, in the case of the City addressed to:

City Solicitor
Legal Department
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6

10(e)

and in the case of the Society, addressed to:

The President
Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society
690 Queen Street East
Sault Ste. Marie, Ontario P6A 2A4

unless either party gives notice to the other of a change of address by registered mail.
The date of receipt of any such notice shall be deemed to be 48 hours after such mailing.

The Society shall supply annually to the City Solicitor of the City a list of its Boards of Directors. The Society further agrees to provide to the City details of any changes in the composition of its Board within thirty days of the change occurring.

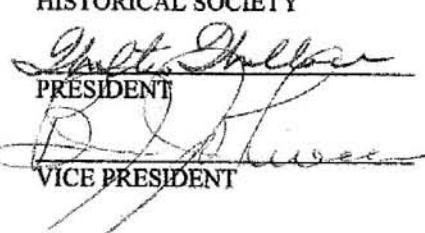
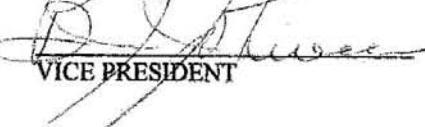
10. **AMENDMENT**

This agreement may not be modified or amended except by an instrument in writing of equal formality and signed by the parties hereto.

11. **BINDING EFFECT**

The terms and provisions of this agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this
day of _____ 2008.

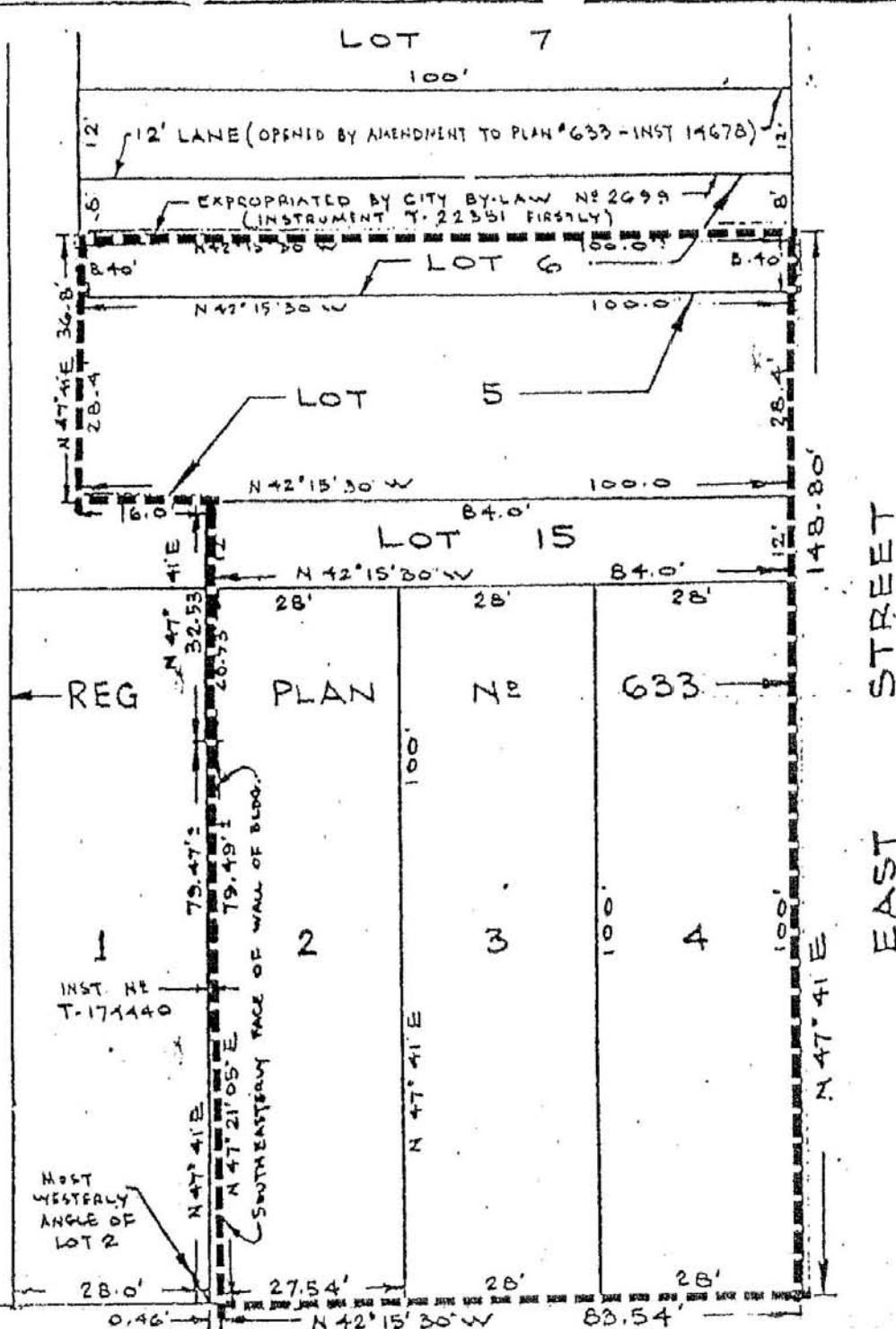
SIGNED SEALED AND DELIVERED)	THE CORPORATION OF THE
IN THE PRESENCE OF)	CITY OF SAULT STE. MARIE
)	
)	
)	ACTING MAYOR - JOHN ROWSWELL PAT MICK
)	
)	
)	
)	CLERK - DONNA IRVING
)	
)	THE SAULT STE. MARIE AND
)	49 TH FIELD REGIMENT R.C.A.,
)	HISTORICAL SOCIETY
)	
)	PRESIDENT
)	
)	VICE PRESIDENT

10(e)

SCHEDULE "A"

PIN - 31541-0009(LT)

Lt 3-5, 15, PL 633 St. Mary's; Pt Lt 2, 6, PL 633 St. Mary's as in T-238936; Sault Ste. Marie



QUEEN STREET EAST

DESCRIPTION

All and Singular those certain parcels or tracts of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma and being composed of Lots 3, 4, and 5 and parts of Lots 2 and 6 in the Agricultural Hall Subdivision according to Registered Plan No. 633 and all of Lot 15 in the Agricultural Hall subdivision as amended by Judge's Order according to registered instrument 14678 and which parcels or tracts of land may be more particularly described as follows:

FIRSTLY: - All of Lots 3, 4, and 5 in the Agricultural Hall Subdivision according to registered Plan number 633.

SECONDLY: - All of Lot 15 in the Agricultural Subdivision as amended by Judge's Order according to registered instrument 14678.

THIRDLY: - That part of Lot 2 in the Agricultural Hall Subdivision more particularly described as follows:

Premising that the northwesterly limit of East Street has an astronomical bearing of North 47 degrees, 41 minutes East (as mentioned in registered instrument T-162162) and relating all bearing herein thereto.

Commencing at a point in the southwesterly limit of Lot 2 distant 0.46 feet measured South 42 degrees, 15 minutes, 30 seconds East thereon from the most westerly angle of Lot 2.

Thence continuing South 42 degrees, 15 minutes, 30 seconds East along the southwesterly limit of Lot 2, (being also the northeasterly limit of Queen Street) a further distance of 27.54 feet more or less, to the most southerly angle of Lot 2.

Thence North 47 degrees, 15 minutes, 3- seconds West along the northeasterly limit of Lot 2 a distance of 28 feet, more or less, to the northerly angle of Lot 2.

Thence South 47 degrees, 41 minutes West along the northwesterly limit of Lot 2 a distance of 20.53 feet more or less, to its intersection with the southwesterly face of a wall of a building situated on Lot 1.

Thence South 47 degrees, 21 minutes, 05 seconds West along the last mentioned face of building wall and the southwesterly production thereof 79.49 feet, more or less, to its intersection with the southwesterly limit of said Lot 2 being the point of commencement.

Fourthly: - The part of Lot 6 in the Agricultural Hall Subdivision, more particularly described as follows:

Commencing at the most southerly angle of Lot 6.

Thence North 42 degrees, 15 minutes, 30 seconds West along the southwesterly limit of Lot 6 a distance of 100 feet more or less, to the most westerly angle of Lot 6.

Then North 47 degrees, 41 minutes East along the northwesterly limit of Lot 6 a distance of 8.40 feet.

Thence South 42 degrees, 15 minutes, 30 seconds East and parallel to the northeasterly limit of Lot 6 a distance of 100 feet more or less to a point in the southeasterly limit of Lot 6 distant 20 feet measured southwesterly thereon from the most easterly angle of original Lot 6 of Plan No. 633.

Then South 47 degrees, 41 minutes West along the southeasterly limit of Lot 6 (being also the northwesterly limit of East Street) 8.40 feet, more or less, to the said point of commencement.

The parcels as herein described being shown outlined in red in their entirety on a sketch of illustration dated the 8th day of July, 1982, signed by L. A. Miller O. L. S., a copy of which sketch is attached hereto and forms part of this description.

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-178

ASSUMPTION: a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 11(1) and 31(1) of the Municipal Act, S.O. 2001, c.25 thereto ENACTS as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 6th day of October, 2008.

ACTING MAYOR – PAT MICK

CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

10(f)

SCHEDULE "A" TO BY-LAW 2008-178

1. **GROVE CRESCENT**
PIN - 31516 - 0230 (LT)
PT LT 1-7, PL H-412, St. Mary's; PT LT 2 CON 3, St. Mary's now being PART 2 on PLAN 1R-4305 AS IN T-168075; SAULT STE. MARIE
2. **18 QUEENSGATE BOULEVARD**
PIN - 31485 - 0182 (LT)
PT LT 59 RCP H-708, Rankin Location; PTS 3 & 4 1R-11366; SAULT STE. MARIE
3. **924 THIRD LINE WEST**
PIN - 31602 - 0233 (LT)
PT SEC 22, Korah, PTS 6 & 27, 1R-1564; SAULT STE. MARIE
4. **PIN - 31566 - 0538(LT)**
PT SEC 24 Korah, PT 1, 1R-11555; SAULT STE. MARIE
5. **616 PORTAGE LANE**
PIN - 31578 - 0122 (R)
PT LT 1 N/S Portage St, 2 N/S Portage St, 3 N/S Portage St, 4 N/S Portage St, 5 N/S Portage St, 6 N/S Portage St, 1 S/S Superior St ; SAULT STE. MARIE
6. **PIN - 31611 - 0083 (LT)**
Block 71, 1M-420
7. **3 CREEY AVENUE**
PIN - 31523 - 0355 (LT)
LT 1 PL H578 St. Mary's; SAULT STE. MARIE
8. **PART of PIN 31563 - 0038(R)**
Part of LOT 29 RCP H -739 being Part 3 1R 11542

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2008-180

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary street closing of Queen Street from East Street to Brock Street to facilitate a dedication ceremony in front of the Sault Ste. Marie Museum on October 25, 2008.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST FROM EAST TO BROCK**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Brock Street on October 25, 2008 from 10:30 a.m. to 12 noon to facilitate a dedication ceremony in front of the Sault Ste. Marie Museum.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 6th day of October, 2008.

ACTING MAYOR – P. MICK

CITY CLERK – DONNA IRVING

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CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2008-177

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Law 2005-150 regarding lands located on the South East corner of its intersection with Simpson Street and Wellington Street East, Civic No. 200 Simpson Street.

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. 200 SIMPSON STREET - LOCATED ON THE SOUTH EAST CORNER OF ITS INTERSECTION WITH SIMPSON STREET AND WELLINGTON STREET EAST

The zone designation on the lands shown as Block "A" on the attached subject property map attached to this by-law which property is shown on Map 1-4 of Schedule "A" to By-Law 2005-150, is changed from "R2", Single Detached Residential Zone to "R3" Low Density Residential Zone.

2. SCHEDULE "A"

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

3. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No.

READ THREE TIMES and PASSED in Open Council this 6th day of October, 2008

ACTING MAYOR MICK

CLERK - DONNA P. IRVING

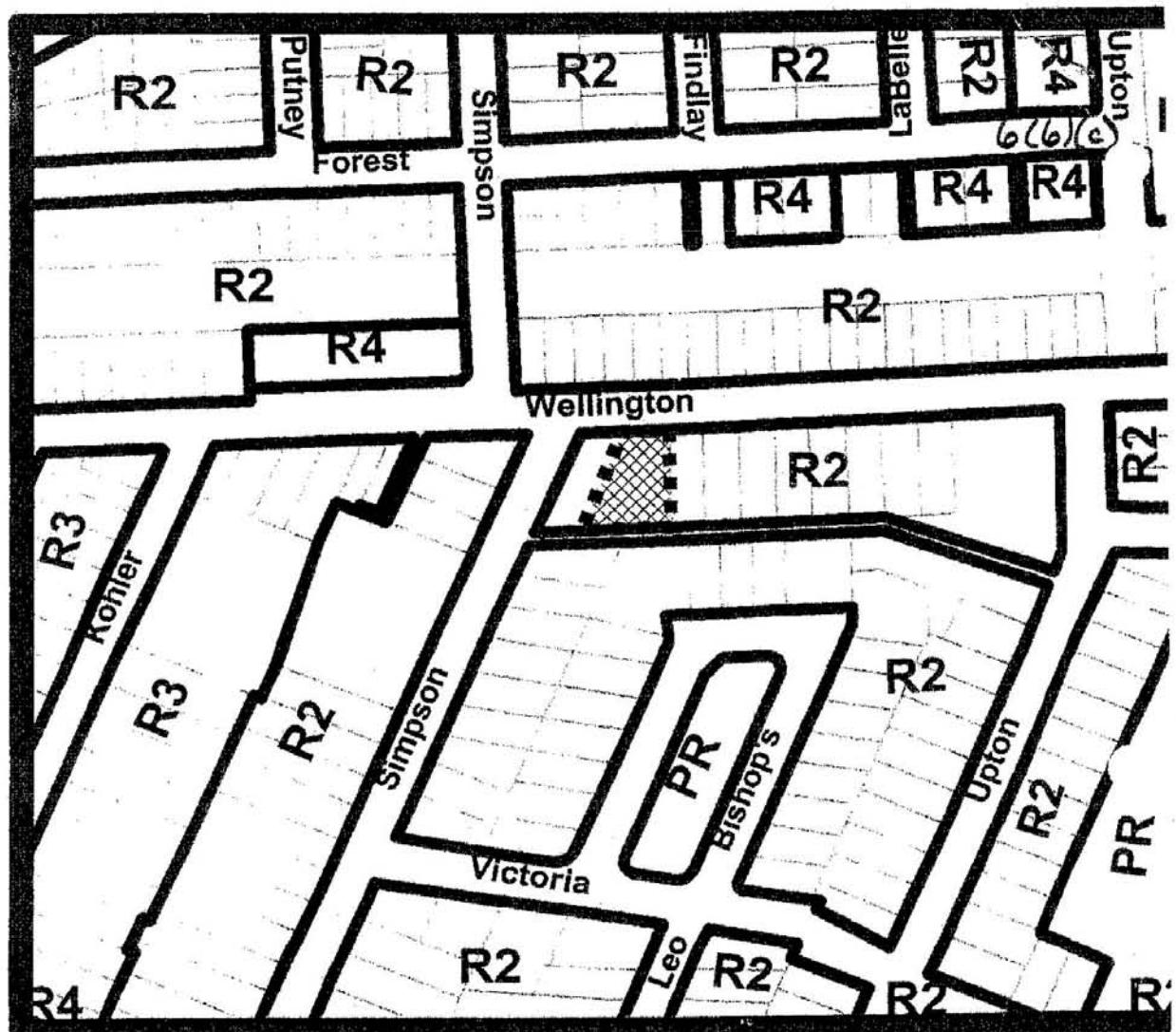
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CITY SOLICITOR

10(h)

SCHEDULE A TO BY-LAW 2008-177 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 6TH DAY OF OCTOBER, 2008.



EXISTING ZONING MAP

APPLICATION A-23-08-Z

[portion of] 200 SIMPSON STREET

METRIC SCALE
1:2500

- Subject Area
- R2 - Single Detached Residential Zone
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- PR - Parks and Recreation Zone



MAPS
9 & 1-4