

AGENDA

REGULAR MEETING OF CITY COUNCIL

2009 03 09

3:00 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2009 02 23 be approved.

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

3. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for the 2009 03 09 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Gary Rainbird, Volunteer Disaster Management Program and Member Disaster Management Working Group, Sault Ste. Marie and District Branch, Canadian Red Cross will be in attendance concerning Proclamation – Red Cross Month.
- (b) A representative on behalf of the Algoma Multicultural Centre will be in attendance concerning Proclamation – Day to Eliminate Racism.
- (c) Gord Miller, Environmental Commissioner of Ontario will be in attendance concerning local environmental issues and opportunities for greater participation from the Corporation of the City of Sault Ste. Marie.
- (d) Chris Sheridan, Founder, House of Kin Sudbury will be in attendance concerning support from the City of Sault Ste. Marie for the House of Kin, agenda item 5.(c).

4. (e) Dr. Ron Common, President Sault College will be in attendance concerning Sault College capital expansion plans.
- (f) Kathy Keene and Jennifer Poirier, Co-Chairs Tarentorus Home and School Committee will be in attendance concerning agenda item 5.(d).

PART ONE – CONSENT AGENDA

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

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

Resolved that all the items listed under date 2009 03 09 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO and OGRA is attached for the information of Council.
- (b) Correspondence from the City of Cambridge (concerning internet filtering software on computers); and City of Sudbury (concerning regulation and provision of resources to monitor retirement homes) is attached for the information of Council.
- (c) A letter from the Founder, House of Kin Sudbury concerning support from the City of Sault Ste. Marie for the House of Kin is attached for the information of Council.

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

Whereas City Council acknowledges that the House of Kin provides an important service to many citizens of Sault Ste. Marie while in Sudbury receiving health care treatments;

Be it resolved that the request for municipal financial support for the House of Kin at the platinum level of \$25,000, or on a per-capita basis, and in the future on an annual basis, BE REFERRED to the 2009 Budget for Council's consideration as a supplementary item, be approved.

- (d) A letter from the Co-Chairs, Tarentorus Home and School Committee concerning receiving a Let Them Be Kids Organization - Helping Hands Award for playground improvements at Tarentorus School and concerning sharing the Award with the City for updating the Cedar Heights Municipal Park is attached for the information of Council.

5. (d) Mover - Councillor P. Mick
Seconder - Councillor B. Hayes
- Resolved that City Council expresses its congratulations to the Tarentorus Home and School Committee on being a recipient of the Helping Hands Award from the Let Them Be Kids Organization for the Playground Improvement Project at Tarentorus Public School; and
- Further resolved that the Committee's offer of a partnership with the City of Sault Ste. Marie for sharing the Let Them Be Kids Award to undertake updating the Cedar Heights Municipal Park at the corner of Northwood and Eastwood Streets BE REFERRED to the Manager of Parks, Public Works and Transportation for review and report back to City Council.
- (e) A letter dated 2009 02 11 from the Minister of Health in response to a letter dated 2008 12 15 from Mayor Rowswell concerning physician specialist services in Northern Ontario is attached for the information of Council.
- (f) Correspondence from Mayor Rowswell to the Minister of Health and Long Term Care concerning the effect of the Northern Ontario School of Medicine and specialists and specialist services on the future of health care in Northern Ontario is attached for the information of Council.
- Mover - Councillor P. Mick
Seconder - Councillor L. Turco
- Resolved that City Council supports the position taken by Mayor Rowswell in a letter dated March 5, 2009 to the Honourable David Caplan, Minister of Health and Long Term Care regarding the intent of the Northern Ontario School of Medicine (NOSM) and Ministry policies for medical specialists and resulting health care services, ensuring access to full health care services and specialties for the residents of Northern Ontario; and
- Further that copies of the Mayor's letter and attachments, as well as a copy of this resolution be forwarded to the Councils of all Northern Ontario municipalities and to FONOM and NOMA with a request for resolutions of support to be forwarded to the Minister of Health and Long Term Care.
- (g) **Council Travel**
- Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
- Resolved that Councillors Steve Butland, James Caicco, Terry Sheehan, Susan Myers, Bryan Hayes and Lou Turco be authorized to travel to the 2009 AMO Annual Conference being held in Ottawa (4 days in August) at an estimated cost to the City of \$2,300.00 each be approved.
- (h) **Staff Travel Requests**
- A report of the Chief Administrative Officer is attached for the consideration of Council.

5. (h) Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 03 09 be approved as requested.

(i) **Federal Budget/Infrastructure Opportunities – Special Council Meeting – Tuesday, April 7th**

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

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

Resolved that the report of the Chief Administrative Officer dated 2009 03 09 concerning Federal Budget/Infrastructure Opportunities be received as information; and

Further resolved that City Council is authorized to meet in open Committee of the Whole session for the purpose of reviewing and discussing submissions for funding under the new Federal/Provincial Economic Stimulus Programs on Tuesday, April 7th, 2009 commencing at 4:30 p.m. in the Council Chambers, Civic Centre.

(j) **Immigration Portal, Contracts With Ministry of Citizenship and Immigration**

A report of the Manager, Information Technology Division is attached for the consideration of Council. The relevant By-law 2009-49 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(k) **Access to Recreation for Low Income Families**

A report of the Commissioner of Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2008 09 08.

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

Resolved that the report of the Commissioner of Community Services dated 2009 03 09 concerning Access to Recreation for Low Income Families be received as information.

(l) **711 Bay Street Seawall**

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

5. (l) Mover - Councillor P. Mick
Seconder - Councillor L. Tridico
Resolved that the report of the Director of Engineering Services dated 2009 03 09 concerning 711 Bay Street Seawall be accepted and the recommendation that an allowance of \$25,000.00 be included in the Miscellaneous Construction budget for 2009 for immediate repairs to the damaged areas on the sheet pile wall in front of 711 Bay Street and that the permanent repairs be placed on the outstanding Miscellaneous Construction project list which is reviewed annually, be approved.
- (m) **Haviland Crescent Sanitary Sewer**
A report of the Commissioner of Engineering and Planning is attached for the consideration of Council.

Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the report of the Commissioner of Engineering and Planning dated 2009 03 09 concerning Haviland Crescent Sanitary Sewer be accepted and the recommendation that the firm of STEM Engineering be retained to design and administer the project for replacement of the sanitary sewer from Haviland Crescent to Parker Street with funds to come from the 2009 sewer surcharge account be approved.
- (n) **Sussex Road Bridge/Third Line at Bennett Creek Culvert Engineering Agreement**
A report of the Commissioner of Engineering and Planning is attached for the consideration of Council. The relevant By-law 2009-42 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (o) **Municipal Forest Fire Management Agreement**
A report of the Fire Chief is attached for the consideration of Council. The relevant By-law 2009-43 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (p) **Sale of 747 Wellington Street West to 2040653 Ontario Inc.**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the City Solicitor dated 2009 03 09 be accepted regarding the sale of City property at the corner of Wellington Street West at Second Line and that the date for the waiving of conditions be extended to June 30, 2009 be approved in Open Council this 9th day of March, 2009.

5. (q) **Licence Renewal – Ontario Realty Corporation – Air Quality Monitoring Station – 765 Bonney Street**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-48 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(r) **Bellevue Park Locomotive**

A report of the Manager of Parks is attached for the consideration of Council. This is in response to a Council resolution dated 2006 07 24.

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that the report of the Manager of Parks dated 2009 03 09 concerning Bellevue Park Locomotive be accepted and the recommendation that playground equipment resembling a locomotive NOT be purchased at this time be approved.

(s) **No Stopping Zone on Denwood Drive**

A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council. The relevant By-law 2009-46 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(t) **Request for Stop Sign at the Corner of Denwood Drive and Simon Avenue**

A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2009 01 12.

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2009 03 09 concerning Request for Stop Sign at the Corner of Denwood Drive and Simon Avenue be accepted and the recommendation that a stop sign replace the existing yield sign at the southwest corner of Denwood Drive and Simon Avenue be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

(a) Application No. A-7-09-Z – Jeff and Catherine Baker – 161 Carufel Avenue – Request for Amendment to Legalize the Existing Triplex

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

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the report of the Planning Division dated 2009 03 09 concerning Application No. A-7-09-Z – Jeff Baker be accepted and the Planning Director's recommendation that City Council approve the request and rezone the property from "R.3" (Low Density Residential) zone to "R.3.S" (Low Density Residential) zone with a Special Exception to permit a triplex on the subject property subject to the following condition:

1. That the additional dwelling unit meets the Ontario Building Code in terms of fire safety be endorsed.

(b) Application No. A-8-09-Z – Barbara and Joel Chisholm – 741 Allen's Side Road – Request for Amendment to Permit a Single Detached Home and Barn

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

Mover - Councillor B. Hayes

Seconder - Councillor L. Tridico

Resolved that the report of the Planning Division dated 2009 03 09 concerning Application No. A-8-09-Z – Barbara and Joel Chisholm be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit the construction of a barn, and the keeping of not more than 4 riding horses only, in addition to those uses permitted in the "R.1" zone subject to the 2 conditions contained in the report be endorsed.

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

- (a) The following Notice of Motion was read at the 2009 02 23 Council Meeting and is now being presented for the consideration of Council.

Moved by Councillor S. Myers

Seconded by Councillor P. Mick

Whereas there is an ongoing loss of occupied office space and thus people, who are populating the Downtown area on a daily basis; and

Whereas City Council can and should take a leadership role along with the Downtown Association Board in supporting future downtown development of which Supportive Housing may be one possible use;

Now therefore be it resolved that a meeting be held at the earliest opportunity, with participants to include Mayor John Rowswell, interested members of City Council, appropriate City Staff and the Downtown Association Board. The purpose of the meeting would be to determine how to move forward specifically to address re-uses for unoccupied office space in the Downtown area.

- (b) Moved by Councillor S. Myers

Seconded by Councillor T. Sheehan

Whereas the Military Family Support Volunteers have been placing Yellow Ribbons around the City in order to express support for our local soldiers from Sault Ste. Marie who are serving in Afghanistan; and

Whereas this is not an act of endorsement for the war; and

Whereas destructive acts of graffiti and vandalism have been carried out damaging the ribbons which has been frustrating to members of the Military Family Support Volunteers and has added unnecessary work to their efforts; and

Whereas such destructive acts may send a discouraging message to our troops;

Now therefore be it resolved that all citizens be requested to display yellow ribbons wherever possible and further that any information seen or heard relating to acts of graffiti or vandalism be immediately reported to Police Services.

- (c) Moved by Councillor S. Butland

Seconded by Councillor J. Caicco

Whereas Destiny Sault Ste. Marie proposed early in 2004, the establishment of a new Invasive Species Centre in our City which would provide significant support to both the governments of Canada and Ontario in battling the ongoing damage and devastation which is caused by alien invasive pests to our aquatic and terrestrial ecosystems; and

Whereas the total economic loss from such invasive species is estimated at between \$13 and \$35 billion annually in Canada; and

7. (c) Whereas this proposal has continuously enjoyed the support of not only City Council, but also our City's representatives in Federal and Provincial governments; and
Whereas the City, in partnership with the senior levels of government, has prepared a professional and positive business case analysis for a Federal-Provincial Invasive Alien Species Management Centre, to assist and enhance efforts currently underway by various levels of government to deal with this serious problem; and
Whereas Sault Ste. Marie already is home to significant research being done by both senior levels of government in areas of forestry, pest control and aquatic ecosystems, making our City a very logical location for such a new centre; and
Whereas the Government of Ontario committed to developing an Invasive Species Centre in 2007 and announced as part of its Spring 2008 budget that it would commit \$15 million towards this very worthy project on the basis of Federal participation as well; and
Whereas the recent 2009 Federal budget provides an opportunity for the Government of Canada to step forward and provide the matching funding that is required to see this project established in Sault Ste. Marie;
Now Therefore be it resolved that City Council authorizes Councillor James Caicco, its representative on the Alien Invasive Species Project Committee and appropriate City staff to work with our local senior government representatives and to meet, if necessary with appropriate officials of the Federal government to urge the Government of Canada to take immediate advantage of this great opportunity to partner with the Province and others to establish the Invasive Alien Species Management Centre in Sault Ste. Marie as proposed and further that Council authorizes any travel which may be required with respect to such meetings. (Copies of this resolution to be forwarded to Sault Ste. Marie M.P., Tony Martin and Sault Ste. Marie M.P.P., David Orazietti.)

(d) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Resolved that Randy Roy, Waste Diversion Supervisor be requested to prepare a report on the financial implications of the decreased value of recyclable products for the information of Council.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10.

CONSIDERATION AND PASSING OF BY-LAWS

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

AGREEMENTS

- (a) 2009-42 A by-law to authorize an amended agreement between the City and M.R. Wright & Associates Co. Ltd. for the provision of engineering services for the Sussex Road Bridge.
A report from the Commissioner of Engineering & Planning is on the agenda.
- (b) 2009-43 A by-law to authorize an agreement between the City and the Minister of Natural Resources regarding Municipal Forest Fire Management for the period April 1, 2009 to March 31, 2014. Because of size the map referenced in the agreement has not been attached to the by-law. The map can be reviewed in the Clerk's Office.
A report from the Fire Chief is on the agenda.
- (c) 2009-47 A by-law to authorize a Lease Agreement between the City and Hôpital Régional De Sudbury Regional Hospital for 278.4 square feet of office space at 65 Old Garden River Road for the purpose of housing the site coordinator office.
- (d) 2009-48 A by-law to authorize the renewal of a Lease Agreement between the City and Ontario Realty Corporation acting as agent on behalf of her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure respecting air quality monitoring station on Bonney Street.
A report from the City Solicitor is on the agenda.
- (e) 2009-49 A by-law to authorize the agreement between the Corporation of the City of Sault Ste. Marie and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration.
A report from the Manager of Information Technology is on the agenda.

10. **OFFICIAL PLAN AMENDMENTS**
- (f) 2009-44 A by-law to adopt Amendment No. 160 to the Official Plan Amendment.
- TRAFFIC**
- (g) 2009-46 A by-law to amend Schedule "D" of Traffic By-law 77-200.
A report from the Commissioner of Public Works and Transportation is on the agenda.
- ZONING**
- (h) 2009-45 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-151 and 2008-195 concerning 677 MacDonald Avenue.
By-laws before Council for **THIRD** reading which do not require more than a simple majority.
- LOCAL IMPROVEMENTS**
- (i) 2009-9 A by-law to authorize the construction of sanitary sewer and private drain connection and Class "A" Pavement on Shannon Road from Wellington Street East to Trunk Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
- (j) 2009-10 A by-law to authorize the construction of sanitary sewer and private drain connections on Wellington Street East from Simpson Street to East Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.
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

Seconder - Councillor

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 02 23

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowswell, Councillor L. Turco

OFFICIALS: J. Fratesi, D. Irving, J. Elliott, N. Apostle, B. Freiburger, J. Cain, J. Dolcetti, D. Scott, J. Febbraro, L. Bottos, P. Tonazzo, R. Roy, M. Saunders, L. Rosso, K. Streich-Poser

1. ADOPTION OF MINUTES

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2009 02 09 and the Twin Saults Joint Council/Commission Meeting of 2009 02 11 be approved.
CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor T. Sheehan

Seconded by Councillor D. Celetti

Resolved that the Agenda for the 2009 02 23 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Gary Premo, President Sault Ste. Marie and District Labour Council was in attendance concerning Proclamation – Sault Ste. Marie and District Labour Council 50th Anniversary.

4. (b) Mike Delfre and Anthony Zappacosta, Co-Chairs of Sault Ste. Marie Easter Seals Telethon; and Cody and Jesse Moreau, Sault Ste. Marie Easter Seals Ambassadors were in attendance concerning Proclamation – Easter Seals Month.
- (c) Joe Melisek and Franco Pastore on behalf of the consulting team BDO Dunwoody LLP Chartered Accountants and Advisors, Monteith Brown Planning Consultants, STEM Engineering and EPOH Architects were in attendance concerning agenda item 6.(2)(a) and item 7.(a).
- (d) Bob Paciocco was in attendance concerning agenda item 6.(6)(a).
- (e) Carmine Biasucci was in attendance concerning agenda item 6.(6)(c).
- (f) Roger Kinghorn, Chair Municipal Heritage Committee was in attendance concerning the Sault Ste. Marie Municipal Heritage Committee – 2008 Heritage Award present to Dr. Robert Ewing - agenda item 6.(8)(a).
- (g) Jill Pateman, Manager; and Sherri Smith, Chair, Sault Sports Council were in attendance concerning agenda item 6.(8)(b).
- (h) Marty Wyant, Chief Executive Officer Sault Family YMCA was in attendance concerning agenda item 6.(8)(c).

PART ONE – CONSENT AGENDA

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

Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that all the items listed under date 2009 02 23 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) Correspondence from the County of Prince Edward (concerning potential health effects of industrial wind turbines); the City of Hamilton (concerning Bill 138, Protection of Public Participation Act 2008); Town of Ajax (concerning authority to prohibit corporate and trade union contributions to municipal election campaigns); City of Toronto (concerning installation of sub-meters in residential rental units and its impact on tenant affordability units); and Egg Farmers of Ontario (concerning purchasing eggs produced by Ontario egg farmers) was received by Council.

5. (c) The letter of request for a temporary street closing was accepted by Council.
1) on St. Mary's River Drive from Holiday Inn to Apartment Building (Station #49) in conjunction with Heart and Stroke Foundation's Walk, Car and Motorcycle Show (August 22nd; rain date August 23rd).
The relevant By-law 2009-36 is listed under Item 10 of the Minutes.
- (d) The News Release dated February 17, 2009 from David Orazietti, M.P.P. Sault Ste. Marie concerning community leaders meeting to discuss health care; and the letter dated 2009 02 16 from the Sault Ste. Marie Health Coalition concerning hospital funding were received by Council.
- (e) The letter from the Assistant Deputy Minister and Chief, Ministry of Community Safety and Correctional Services concerning the City's completion of all mandatory emergency management activities required under the Emergency Management and Civil Protection Act was received by Council.

(f) **March 9, 2009 Council Meeting – Starting Time**

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

Pursuant to section 3 (4) of City Council Procedure By-law 99-100;
Resolved that for the March 9th, 2009 regular meeting of Council, the usual starting time scheduled for 4:30 p.m. BE CHANGED to 3:00 p.m. in order to accommodate any members of City Council who wish to attend the concert event being held that evening at the Essar Centre. CARRIED.

(g) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 02 23 be approved as requested. CARRIED.

(h) **Property Tax Appeals**

The report of the City Tax Collector was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2009 02 23 be approved and the tax records be amended accordingly. CARRIED.

(i) **Request for Proposal – Automated Next Stop Announcement System**

The report of the Manager of Purchasing was accepted by Council.

5. (i) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2009 02 23 be endorsed and that the proposal for the supply and installation of an Automated Next Stop Announcement System, required by the Transit Division of the Public Works and Transportation Department, be awarded as recommended. CARRIED.
- (j) **Corporation of the City of Sault Ste. Marie – User Fees – By-law 2009-35**
The report of the Manager of Budgets and Revenue was accepted by Council. The relevant By-law 2009-35 is listed under Item 10 of the Minutes.
- (k) **Homelessness Partnering Strategy (HPS) and Homeless Individuals and Families Information System (HIFIS) Update**
The report of the Community Coordinator, Social Services Department was accepted by Council.

Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the report of the Community Coordinator Social Services Department dated 2009 02 23 concerning Homelessness Partnering Strategy and Homeless Individuals and Families Information System Update be accepted and the recommendation that the City of Sault Ste. Marie through the Social Services Department continue in its role as Community Entity for the next five years for the Homelessness Partnering Strategy and Homeless Individuals and Families Information System, to be reviewed after March 2011 as future funding becomes available and further that the Community Coordinator provide Council with annual updates on the status of programming and funding be approved. CARRIED.
- (l) **Strathclair Park Concession**
The report of the Manager of Recreation and Culture was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Manager of Recreation and Culture dated 2009 02 23 concerning Strathclair Park Concession be accepted and the recommendation that the annual profits of the Strathclair Park concession operation be transferred to the Parks and Recreation Reserve fund effective from January 1st, 2008 and further that this fund be used specifically for capital development at Strathclair Park be approved. CARRIED.
- (m) **Soo Minor Baseball Association – Lease Agreement**
The report of the Supervisor of Recreation was accepted by Council. The relevant By-law 2009-41 is listed under Item 10 of the Minutes.

5. (n) **Ermatinger-Clergue National Historic Site – War of 1812 Bi-Centennial – Logo Design**
The report of the Curator, Ermatinger-Clergue National Historic Site was accepted by Council. The relevant By-law 2009-37 is listed under Item 10 of the Minutes.
- (o) **Municipal Environmental Initiatives “Green” Committee Launching Super Sorter Bins at the Essar Centre**
The report of the Environmental Initiatives Coordinator was received by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that the report of the Environmental Initiatives Coordinator dated 2009 02 10 concerning Municipal Environmental Initiatives “Green” Committee Launching Super Sorter Bins at Essar Centre be received as information.
CARRIED.
- (p) **Third Line Extension – Engineering Agreement**
The report of the Commissioner of Engineering and Planning was accepted by Council. The relevant By-law 2009-34 is listed under Item 10 of the Minutes.
- (q) **Contract 2008-15E – SCADA Automation and Implementation**
The report of the Land Development and Environmental Engineer was accepted by Council. The relevant By-law 2009-39 is listed under Item 10 of the Minutes.
- (r) **Renewal of City Insurance Coverage as of June 1, 2009**
The report of the City Solicitor was accepted by Council.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the City Solicitor dated 2009 02 23 concerning Renewal of City Insurance Coverage as of June 1, 2009 be accepted and the recommendation that Council maintain its insurance coverage with Frank Cowan Company Limited through Algoma Insurance Brokers Limited for the June 1, 2009 renewal provided the renewal premium is kept to no more than an inflationary increase and further that the City issue a proposal call later this year or early in 2010 for the June 2010 renewal be approved. CARRIED.
- (s) **Reforms to the Planning Act and the One-Window Planning System**
The report of the Planning Division was received by Council.

5. (s) Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the report of the Planning Division dated 2009 02 23 concerning Reforms to the Planning Act and the One-Window Planning System be accepted and the Planning Director's recommendation that City Council receives this report as information be endorsed. CARRIED.
- (t) **Facility Accessibility Design Standards (FADS)**
The report of the Planning Division was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Planning Division dated 2009 02 23 concerning the Facility Accessibility Design Standards (FADS) be accepted and the Planning Director's recommendation that City Council adopt the City of London's Facility Accessibility Design Standards for the construction of new municipal facilities or additions to existing buildings while maintaining the City's current standards for barrier free parking and site plan requirements be endorsed. CARRIED.
- (u) **Hub Trail Construction – Northern Avenue Area**
The report of the Planning Division was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that the report of the Planning Division dated 2009 02 23 concerning the Hub Trail Construction – Northern Avenue Area be accepted and the Planning Director's recommendation that City Council authorize the acquisition of 5m of property from Sault College along the north side of Northern Avenue east of Pine Street with the cost to be taken from the Hub Trail account be endorsed. CARRIED.
- (v) **One-Year Pilot Project to Measure the Effectiveness of Biodiesel Fuel on the Operation, Maintenance and Economics of One Older City Bus**
The report of the Planning Division was received by Council.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Transit Manager dated 2009 02 23 concerning One-Year Pilot Project to Measure the Effectiveness of Biodiesel Fuel on the Operation, Maintenance and Economics of One Older City Bus be received as information. CARRIED.

5. (v) Moved by Councillor S. Butland
Seconded by Councillor P. Mick
Whereas the one-year biodiesel trial period has proven to be an unqualified success; and
Whereas it is advisable to extend the trial period until August 2009 to fully investigate the best method to proceed; and
Whereas there appears to be opportunity for Sault Ste. Marie to fully integrate biodiesel into its Transit system using local feedstocks (oil seed grown locally and/or collected vegetable oil from restaurants) and potentially using local processing technology;
Be it resolved that Council endorse the extension of the biodiesel trial period with the inherent goal and desire to fully integrate biodiesel into our municipal fleet. CARRIED.
- (w) **Lions Club – Pointe des Chenes Campground**
The report of the Commissioner of Public Works and Transportation was received by Council.

Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the report of the Commissioner of Public Works and Transportation dated 2009 02 23 concerning Lions Club – Pointe des Chenes Campground be received as information. CARRIED.
- (x) **Feasibility of Implementing a Red Light Camera System**
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2009 02 23 concerning Feasibility of Implementing a Red Light Camera System be accepted and the recommendation that the City NOT consider a red light camera system at this point in time and further that as part of the 2009 budget deliberations, Police Services consider requesting additional funds to be used to target law enforcement initiatives as well as provide public information/educational campaigns be approved. CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (2) COMMUNITY SERVICES

(a) Multi-Use Indoor Sports Facility – Update

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

Moved by Councillor T. Sheehan

Seconded by Councillor D. Celetti

Resolved that the report of the Commissioner of Community Services dated 2009 02 23 concerning Multi-Use Indoor Sports Facility – Update be received as information. CARRIED.

6. (6) PLANNING

(a) Application No. A-3-09-Z.OP – 677M Limited – 677 MacDonald Avenue – Appropriate Conditions

The report of the Planning Division was accepted by Council.

Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that the report of the Planning Division dated 2009 02 23 concerning Application No. A-3-09-Z.OP – 677M Limited be accepted and the Planning Director's recommendation that City Council approve the applicant's request subject to the 3 conditions contained in the report be endorsed. CARRIED.

Recorded Vote

For: Acting Mayor O. Grandinetti, Councillors J. Caicco, B. Hayes, D. Celetti, S. Myers, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

Against: Councillor L. Tridico

Absent: Mayor J. Rowswell, Councillor L. Turco

(b) Application No. A-5-09-T – Sam Rainone – 99 Gibb Street – Request for Amendment to Utilize the Subject Property for an Automobile Repair Garage for an Additional Three Years in Addition to Single Detached Home

The report of the Planning Division was accepted by Council.

6. (6)
(b) Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the report of the Planning Division dated 2009 02 23 concerning Application No. A-5-09-T – Sam Rainone be accepted and the Planning Director's recommendation that, at the request of the applicant's solicitor, the application BE DEFERRED to the March 23, 2009 Council Meeting be endorsed. CARRIED.
- (c) **Application No. A-6-09-OP – Gino and Albina Biasucci – 764 Airport Road – Request for Amendment in Order to Create One Additional Lot for Rural Residential Purposes**
The report of the Planning Division was accepted by Council.
Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Planning Division dated 2009 02 23 concerning Application No. A-6-09-OP – Gino Biasucci be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 159, which facilitates the severance of the subject property, by way of a notwithstanding clause to the Rural Area policies of the Official Plan to create 1 (one) additional rural residential lot be endorsed. CARRIED.
6. (8) **BOARDS AND COMMITTEES**
- (a) **Sault Ste. Marie Municipal Heritage Committee – Heritage Award 2008**
The report of the Chair, Sault Ste. Marie Municipal Heritage Committee was accepted by Council.
Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that the report of the Chair, Municipal Heritage Committee dated 2009 02 23 concerning Sault Ste. Marie Municipal Heritage Committee – Heritage Award 2008 be accepted and the recommendation that Council support the Committee's resolution recommending Dr. Robert Ewing as the recipient of the 2008 Municipal Heritage Committee Heritage Award be approved and further that Council expresses its congratulations to Dr. Ewing. CARRIED.
- (b) **Sports Council Activities**
The report of the Manager, Sault Sports Council was received by Council.
Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Manager, Sault Sports Council concerning the Sports Council Activities over the past three years and future activities and goals be received as information. CARRIED.

6. (8)
(c) **The Sault Family YMCA – Building Strength in our Kids, our Families and our Community**

The report of the Chief Executive Officer, Sault Family YMCA was received by Council.

Moved by Councillor S. Myers

Seconded by Councillor D. Celetti

Resolved that the report of the Chief Executive Officer, Sault Family YMCA dated 2009 02 23 entitled The Sault Family YMCA – Building Strength in our Kids, our Families and our Community be received as information. CARRIED.

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

- (a) Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Be it resolved that Council endorse a \$1 million contribution to the Indoor Soccer Facility in principle pending its anticipated support at Council's priority setting session; and

Be it further resolved that should the above be supported that staff be requested to recommend as to how best to access the \$1 million allocation. CARRIED.

Recorded Vote

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

Against: Nil

Absent: Mayor J. Rowswell, Councillor L. Turco

- (b) Moved by Councillor S. Butland
Seconded by Councillor B. Hayes

Be it resolved that immediately following the regular Council Meeting of February 23rd that Council move into the Committee of the Whole (see Procedural manual) to discuss a format by which a priority setting session pertaining to the Federal Government stimulus package should be organized to best accommodate staff and other principals involved in such a process.

It is anticipated that this discussion would be about process only and no substantive issues would be tabled for consideration.

7. (b) For discussion purposes only submitted by Councillor Butland:
- 1) Council be provided a copy of the stimulus package.
 - 2) Isolate all potential financial envelopes.
 - 3) Distinguish amongst: City only, private only, private – public, other government initiatives.
 - 4) Should outside groups be involved in the process - YMCA, Algoma Public Health, Innovation Centre, Sault College, Essar Steel, Algoma University College, Economic Development Corporation, etc.? Could become too time consuming, too unwieldy? Perhaps best to deal only with City or City-related projects?
 - 5) Counsel from FedNor – lead federal agency? Involvement of NOHFC?
 - 6) Role of M.P., M.P.P. – round table chaired by Mayor?
 - 7) Council should strike priorities using a rating system based on criteria to be determined
 - total cost of project
 - costing breakdown 50 – 50; 1/3 – 1/3 – 1/3
 - how many people impacted
 - timing of project
 - shovel ready
 - community support
 - likelihood of approval
 - 8) Reconciliation of staff report with Council priorities
 - 9) Packaging of final request(s) to government
 - 10) How much \$\$ might be available?

CARRIED.

Moved by Councillor S. Butland

Seconded by Councillor P. Mick

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – format for a Priority Setting Session. CARRIED.

(c) Notice of Motion

Moved by Councillor S. Myers

Seconded by Councillor P. Mick

Whereas there is an ongoing loss of occupied office space and thus people, who are populating the Downtown area on a daily basis; and

Whereas City Council can and should take a leadership role along with the Downtown Association Board in supporting future downtown development of which Supportive Housing may be one possible use;

Now therefore be it resolved that a meeting be held at the earliest opportunity, with participants to include Mayor John Rowswell, interested members of City Council, appropriate City Staff and the Downtown Association Board. The purpose of the meeting would be to determine how to move forward specifically to address re-uses for unoccupied office space in the Downtown area.

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 T. Sheehan

Seconded by Councillor D. Celetti

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 02 23 be approved. CARRIED.

- (a) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-15 being a by-law to stop up, close and authorize the conveyance of a portion of an unopened original road allowance running northwesterly from Frontenac Street to Soo Mill Holdings Limited be read a third time and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (b) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-24 being a by-law to stop up and close that portion of Hudson Street measuring 66 feet by 110 feet north of Queen Street West and a laneway measuring 10 feet by 129.2 feet running west from Hudson Street north of Queen Street West be read a third time and passed in Open Council this 23rd day of February, 2009. CARRIED.

Councillor L. Tridico declared a pecuniary interest – resides at adjacent property.
- (c) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-34 being a by-law to authorize an agreement between the City and AECOM Canada Ltd. for the design and contract administration for the Third Line extension be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (d) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-35 being a by-law to establish user fees and service changes be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.

10. (e) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-36 being a by-law to permit the temporary closing of St. Mary's River Drive from the Holiday Inn to 49 St. Mary's River Drive to facilitate the Heart and Stroke Foundation Car, Walk and Motorcycle Show be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (f) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-37 being a by-law to authorize an agreement between the Corporation of the City of Sault Ste. Marie and Brian Oja and Latitude Creative Group Inc. for the transfer of ownership of the War of 1812 artwork be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (g) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-38 being a by-law to adopt Amendment No. 159 to the Official Plan (Gino Biasucci) be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (h) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-39 being a by-law to authorize a contract to SCADA Automation and Implementation concerning the project for the municipality's West End Treatment Plant, all sewage pumping stations and overflow manholes (Contract 2008-15E) be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (i) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-40 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.
- (j) Moved by Councillor T. Sheehan
Seconded by Councillor D. Celetti
Resolved that By-law 2009-41 being a by-law to authorize an amendment to the Licence of Occupation dated April 27th, 1992 between the Corporation of the City of Sault Ste. Marie and Soo Minor Baseball Association Inc. be read three times and passed in Open Council this 23rd day of February, 2009. CARRIED.

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

(a) Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata

Resolved that Council shall now go into Caucus to:

1. discuss one labour relations matter concerning 2009 collective bargaining; and
2. discuss proposed disposition of two unsuccessful tax sale properties; and
3. discuss one labour relations/personal matter about an identifiable individual; and

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

12. **ADJOURNMENT**

Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

5(a)



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

MEMBER COMMUNICATION

ALERT N°: 09/014

To the attention of the Clerk and Council
February 26, 2009

FOR MORE INFORMATION CONTACT:
Scott Vokey, AMO/ LAS Energy Services
Coordinator, (416) 971-9856 ext 357

ALERT

Minister Smitherman on Infrastructure and Green Energy Act

The Minister updated delegates to the OGRA/ROMA Annual Conference on Wednesday and we wanted to ensure that all municipalities not in attendance were informed.

On Infrastructure investment, he indicated:

- The Government of Ontario is prepared to match all Federal Infrastructure Funds that were in the recent federal budget. This is good news for Ontario's municipalities.
- That the recent announcements of funding for 289 projects under the Communities Component of the Build Canada Framework were genuinely shovel ready projects, with almost half of the projects related to water and waste water.
- While there is no date yet for a second intake under the Communities Component, eligible municipalities (under 100,000 population) should "have pens and paper ready".
- For those relatively small scale water systems with a very limited rate base to finance them, the Ministry will develop policy to address water system investment and taxes.

On Green Energy Act, he indicated:

- Bill 150 has two main thrusts: making it easier to bring renewable energy projects to life and creating a culture of conservation so that people can go about their daily lives using less energy. The Government of Ontario states it has developed the Green Energy Act to create jobs, fight climate change, and secure Ontario's place as the continent's leading green economy. It amends 21 pieces of other legislation.
- On the generation side, the Bill enables municipalities and local distribution companies (LDCs) to become more active in energy generation for projects under 10 megawatts (MW)—without creating a separate subsidiary and establishes a more aggressive tariff system for renewable energy fed into the grid.

- The Bill will put planning approvals with the province. The Minister recognized that some municipalities do not feel equipped to deal with renewable energy sources, whether biomass, biogas, wind or solar and that others are having a challenge sorting through health and safety information to develop standards. He also recognized that some municipalities will not want to see the province take on this function but with an emerging patchwork of planning standards, "the province has decided to assert its interests and is prepared to deal with the outcomes." In light of the government's stated intention with the Bill, AMO advises that municipalities may want to consider the need to progress the development of standards or planning applications related to renewable energy sources.
- On the conservation side, among other matters the Bill enables local distribution companies (LDCs) to become more active in energy conservation, planning, and storage and will see energy efficiency enhancements to the Building Code and it will require all public agencies, including municipalities to prepare energy conservation plans. As Ontario municipalities are the fourth largest consumer of energy, this is an opportunity for municipal governments to show strong leadership through action and many municipalities have been undertaking energy audits.

This proposed Act will fundamentally transform the legislative and regulatory environment governing energy conservation, generation, and planning in Ontario. There are numerous benefits to municipalities as potential generators of electricity either on their own or through their local distribution companies from the proposed improved grid connections and higher feed-in tariffs (prices paid for electricity). As sole shareholders of most LDCs in Ontario, many municipalities will directly benefit from improvements to rate of return, ability to generate power, and enhanced business opportunities from LDC operated energy generation.

The Bill's implementation will be through a number of regulations, and AMO will have the opportunity to provide the government with advice on them as they are being developed and will do a more detailed analysis of the Bill in order to make a submission to Standing Committee once the Bill is referred. A more detailed synopsis of Bill 150 is linked to this Alert and can be found at:

<http://www.amo.on.ca/AM/Template.cfm?Section=Home&TEMPLATE=/CM/ContentDisplay.cfm&CONTENTID=153159>

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



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E-mail: amo@amo.on.ca

5(a)

MEMBER COMMUNICATION

ALERT N°: 09/013

To the attention of the Clerk and Council
February 20, 2009

FOR MORE INFORMATION CONTACT:
Petra Wolfebeiss, AMO Senior Policy Advisor
(416) 971-9856 ext 329

ALERT

AMO and OMSSA release Joint Paper on Poverty Reduction

Issue:

The Association of Municipalities of Ontario (AMO) and the Ontario Municipal Social Services Association (OMSSA) are pleased to release their joint paper on poverty reduction: "Government Makes a Difference: Working Together Towards Poverty Reduction".

Background:

Municipalities understand that poverty costs everyone through increased costs of social and health programs and the lost potential that comes when people are not given opportunities to succeed.

AMO and OMSSA came together to examine the important considerations of what municipalities can do to address poverty in their communities and how all orders of government can be engaged in poverty reduction.

The paper provides a list of recommendations that include the following:

- The need for a local service delivery model that is flexible and addresses the needs and issues of poverty in municipalities across the province.
- The importance of stakeholder collaboration: including meaningful consultation with key stakeholders and citizens and outcomes focused actions and solutions.
- The need to address the complex issues of poverty through good public policy. This includes addressing current provincial policies and programs that operate at cross purposes of one another and the goal of poverty reduction. In addition, the systemic, foundational underpinnings need to begin to be addressed.
- The need for sufficient, sustainable, long term funding for poverty reduction initiatives which includes the administration of the initiatives.

AMO and OMSSA are encouraged by important changes and commitments the provincial government has made in addressing the symptoms and impacts of poverty in Ontario. AMO and OMSSA remain committed to supporting the government and our memberships in this effort.

Action:

- The paper is being distributed to the AMO and OMSSA membership, Minister Matthews and the Cabinet Committee on Poverty Reduction and other relevant stakeholders.
- The AMO Social Policy Task Force will be examining next step considerations on poverty reduction issues and initiatives. Issues will be examined in consideration of the current economic downturn.

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



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5(a)

MEMBER COMMUNICATION

ALERT N°: 09/026

To the attention of the Clerk and Council
February 19, 2009

FOR MORE INFORMATION CONTACT:
Petra Wolfbeiss, AMO Senior Policy Advisor
(416) 971-9856 ext 329

ALERT

Government Releases Draft Employment Standard under AODA for Public Review

Issue:

On February 18, 2009, the Government released the initial draft Employment Standard under the *Accessibility for Ontarians with Disabilities Act, 2005* for public review and comment. The public review period is until April 15, 2009.

Background:

The AODA, 2005, requires the Minister of Community and Social Services to develop accessibility standards that will remove barriers for people with disabilities. The standards are expected to apply to the public sector, including all municipalities in the Province, as well as the not-for-profit and private sectors. They will address a full range of disabilities including physical, sensory, mental health, developmental and learning and will be implemented in phases leading to full accessibility in Ontario by 2025. Once completed, the standards will be introduced into legislation and therefore will become mandatory and enforced by the Province.

The Employment Standard is the fourth of five standards released for public review. Previously, the government released the Customer Service Standard, the Transportation Standard and the recently released Information and Communications Standard. The Built Environment Standard is expected for release later in 2009.

The proposed standard for Employment Accessibility was developed by an external Employment Accessibility Standards Development Committee (SDC). This external committee included representatives from the disability community as well as the public and private sectors. The SDC's initial proposed standard is now posted for public review and feedback. The initial proposed standard does not necessarily reflect the point of view of the government.

The public review period to make comments on the SDC's initial proposed Employment Accessibility Standard is from February 18, 2009 to April 15, 2009.

5(a)

ALERT

Once the public review period is over, the standards development committee will reconvene to consider feedback. They may make changes to their initial proposed standard based on the feedback prior to finalizing a proposed standard for submission to the Minister of Community and Social Services.

Those interested in reviewing the SDC's proposed standard or participating in the accessibility standards development process can find more information on the Ministry of Community and Social Services' website at:

English:

<http://www.mcss.gov.on.ca/mcss/english/pillars/accessibilityOntario>

French:

<http://www.mcss.gov.on.ca/mcss/french/pillars/accessibilityOntario/index>

Public consultation sessions will be conducted across the province. To participate in a consultation session, to request a document in an alternate format, to find out about alternate methods of providing feedback, or for any additional information regarding the public review process, please call 1-888-482-4317 or toll-free TTY 1-888-335-6611, or email public.review@oliverwyman.com.

Action:

AMO is urging its members to review the proposed standard and to provide comments to the Government. AMO will be developing a response to the standard outlining municipal issues and concerns. AMO's concerns will be shared with the membership.

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

5(a)



Thursday, February 26, 2009

2009 – 2010 OGRA Board of Directors

On Wednesday, February 25 the 2009 - 2010 Board of Directors held their inaugural meeting at the Fairmont Royal York Hotel, Toronto, Ontario and a new Executive Committee was elected.

Eric Rutherford, President, Councillor, Municipality of Greenstone

Paul Johnson, 1st Vice-President, Operations Manager, County of Wellington

John Curley, 2nd Vice-President, Councillor, City of Timmins

John Niedra, City of Toronto Transportation Services, Etobicoke York District and OGRA Director

David Leckie, Immediate Past President, Director of Roads and Transportation, City of London

The 2009 – 2010 Board of Directors will be represented by the following individuals:

Damian Albanese, Transportation Division, Regional Municipality of Peel

Tom Bateman, County Engineer, County of Essex

Rick Champagne, Councillor, Township of East Ferris

Craig Davidson, CAO/Clerk-Treasurer, Municipality of Hastings Highlands

Steve Desroches, Councillor, City of Ottawa

David Fawcett, Deputy Mayor, Municipality of Grey Highlands

Mark Grimes, Councillor, City of Toronto

Ken Hill, Mayor, Township of Russell

Alan Korell, Managing Director/City Engineer, City of North Bay

John Niedra, Director, City of Toronto Transportation Services, Etobicoke York District

Joanne Vanderheyden, Deputy Mayor, Municipality of Strathroy-Caradoc

Please look for Board initiatives, updates and highlights that will be posted throughout the year at www.ogra.org.

5(a)

From: Judy Biocchi on behalf of City Clerk
Sent: March 03, 2009 8:31 AM
To: Donna Irving
Subject: FW: Support Letter for The Weather Network
Attachments: 2009SampleOutlineofLettertoCRTC.doc

From: OGRA Information [mailto:communications@ogra.org]
Sent: March 02, 2009 4:40 PM
To: City Clerk
Subject: Support Letter for The Weather Network

SUPPORT THE WEATHER NETWORK AS A BASIC CABLE SERVICE

Pelmorex the parent company of The Weather Network once again is making application to the CRTC to keep The Weather Network on basic cable. Pelmorex is asking for your support in this matter.

OGRA has provided a letter of support on behalf of its membership and suggests that your municipality should suggest the application as the weather and highway information provided by The Weather Network is a service to your residents.

Please find a template for a letter for your use as well as information sheets from The Weather Network to assist you in support of their application.

*****IMPORTANT Please view the following attachment and Respond by: March 6, 2009 *****

Sample Outline of Letter to CRTC

Your name/organization address etc.
Your Phone/fax/email
(if not on letterhead)

Date letter sent

Mr. Robert Morin
Secretary General
CRTC
Ottawa, K1A 0N2
(indicate how sent)
By registered mail
By fax to 819-994-0218
On Line: <http://support.crtc.gc.ca/rapidscin/default.aspx?lang=en&applicant=2009-2-2>

Re: Notice of Public Hearing CRTC 2009-2-2
Application # 2007-1571-4 by Pelmorex Communications Inc.

Dear Mr. Morin,

1. (Tell the CRTC who you are, the communities you serve, their population, location, etc.)
2. (Indicate clearly that you support the application as filed by Pelmorex Communications Inc. for basic carriage status for The Weather Network.)
3. (Tell the CRTC about your concerns should the application not be approved, for example, the potential extra cost to you to simply continue receiving The Weather Network if your cable or satellite provider removes The Weather Network from basic service, concerns you may have about public safety or the affordability of the service.)
4. (Explain why you support the application by The Weather Network. You could mention features or benefits that are important to you, such as the weather warnings and public safety information, the affordability of the service, The Weather Network's ability to provide local weather information to your community whenever you need it, etc.)
5. (If this support has been approved by a motion through Council or your Board, you may wish to mention this.)
6. (Close off letter, indicate whether you want to appear at the CRTC public hearing at the end of March. State that you have provided a copy of this letter to Pelmorex.)

Yours truly,

5(a)

(Your name/signature)

Copy: Pelmorex Communications Inc.
Attn: Paul Temple
2655 Bristol Circle, Oakville, Ontario L6H 7W1
Fax: 905-829-5800
Email: theweathernetwork@pelmorex.com

5(a)

From: communicate@amo.on.ca
Sent: March 04, 2009 2:55 PM
To: Donna Irving
Subject: 2009 Urban Symposium

Attachments: diverseCITY_march_flyer.pdf



diverseCITY_march_flyer.pdf (8...)

TO THE IMMEDIATE ATTENTION OF ALL ELECTED OFFICIALS, CLERKS, AND ADMINISTRATORS

In 2008 AMO launched the Urban Symposium, in 2009 we've improved it! Better networking opportunities, more prominent speakers, and more decision makers coming together from Ontario's urban centres. The second annual Urban Symposium will be held April 6th and 7th at the Courtyard Marriott in Brampton. The theme - diverseCity.

With a speaker line-up that includes:

- * Adam Gopnik, staff writer for the New Yorker: "Our City's Future" is a unique and creative look at what are the underpinnings of a progressive city and what makes a culture thrive.
- * Alan Broadbent, Chair, Maytree Foundation explores the importance of immigrants participating in community and economic life, and the equally important aspect of creating welcoming communities.
- * Adwoa K. Buahene, Managing Partner of n-Gen People Performance showcases how municipal leaders can maximize behaviours while managing the differences to create an engaged and productive workforce.
- * Steve Meikle, Manager of Community Services, District of Saanich, British Columbia: Ontario's population is aging; with the expectation of our senior's population to double in the next 16 years is your municipality an age-friendly environment?
- * and more...

Delegates at the 2009 Urban Symposium will gather together for a full day of educational and practical plenary sessions. Designed with the exchange of knowledge in mind the Symposium provides the perfect opportunity for powerful networking and engaging discussion on a number of areas that affect all urban areas in Ontario.

Have you registered yet? For more information on the program please refer to the attached PDF flyer or visit us online at www.amo.on.ca

See you in Brampton.

If you have problems opening the attachment(s) please call AMO at (416) 971-9856 ext. 330

Please feel free to pass this e-mail on to those you think may be interested.

PLEASE NOTE

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

DISCLAIMER

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

AMO Urban Symposium: Program at a Glance



Please note the information contained herein is up-to-date as at the time of print, however topics are subject to change.



THE 2009 URBAN SYMPOSIUM WILL BE LOOKING AT THEMES OF DIVERSECITY, AND WILL EXPLORE A WIDE RANGE OF IDEAS RELATED TO DIVERSITY AND URBAN LIFE IN ONTARIO. IS YOUR MUNICIPALITY A TRUE DIVERSECITY?

Highlights of the 2009 Urban Symposium program include:

Our City's Future: *A unique and creative look at what are the underpinnings of a progressive city and what makes a culture thrive.*

Adam Gopnik, Author and Staff Writer, *The New Yorker*

It Takes a Whole Community: *The World Health Organizations' (WHO) Global Age Friendly Cities Project - the District of Saanich experience.*

Steve Meikle, Manager of Community Services, District of Saanich, British Columbia

Human Resources from a Generational Perspective: *Building a productive workforce through organizational engagement.*

Adwoa K. Buahene, Managing Partner of n-Gen People Performance

With Open Arms: *Newcomers and the future of Ontario's urban centres - maximizing everyone's potential.*

Alan Broadbent, Chair, Maytree Foundation

Also don't miss:

Launch Dinner - Monday April 6th

The Honourable Jim Watson, Minister of Municipal Affairs and Housing
What lies ahead: what is on the horizon for urban municipalities in Ontario.

Luncheon Speaker - Tuesday April 7th

The Honourable Michael Chan, Minister of Citizenship and Immigration

...and more exciting sessions are still to be added...don't miss this amazing opportunity.

Register today!

Early bird registration deadline is March 10, 2009.

For more detailed information visit us online at www.amo.on.ca.



5(a)



Registration Form

Last Name:	First Name:	
Title or Function:		
Municipality/Organization:		
Address:		
City:	Province:	Postal Code:
Tel:	Fax:	E-mail:

Registration Fees (does not include hotel accommodations)

	Early Bird Until March 10	Regular After March 10	Amount
AMO Member	\$ 495.00	\$ 505.00	
Provincial/Federal Government	\$ 505.00	\$ 515.00	
Non-member	\$ 515.00	\$ 525.00	
5% GST			
TOTAL DUE			

Payment Method		
<input type="checkbox"/> Cheque Payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
Card #		
Toronto, Ontario M5H 3C6	Name on Card	
	Expiry Date	
	Signature	

Refund Policy: Cancellations must be made in writing and received by AMO no later than March 25, 2009. An administration fee of \$75.00 + 5% GST (\$78.75) will apply. Cancellations received after March 25, 2009 will not be refunded.

Please send completed registration forms to:
Association of Municipalities of Ontario
Fax: 416-971-6191
Attention Anita Surujdeo

The official hotel for the Symposium is the Courtyard Marriott Brampton, located at 90 Biscayne Crescent, Brampton.

Special room rates have been negotiated at the official hotel and reservations can be made directly with the hotel by calling reservations at 905-455-9000.



Association of Municipalities of Ontario

5(a)



Working for Municipalities

Heads UP

Alert

Keeping members informed.

Wednesday, March 4, 2009

Ontario's Cosmetic Pesticides Ban Will Take Effect This Spring

On April 22, 2009, Earth Day, Ontario's cosmetic pesticides ban will take effect. The requirements of the ban are detailed in Ontario Regulation 63/09 and *The Pesticides Act*, which was amended by *The Cosmetic Pesticides Ban Act, 2008*.

The provincial ban supersedes local municipal pesticides bylaws.

Pesticides cannot be used for cosmetic purposes on lawns, vegetable and ornamental gardens, patios, driveways, cemeteries, and in parks and school yards.

Representatives of OGRA met with the Ministry of the Environment late in 2008 and urged the Ministry to consider an exemption to the Act that would allow municipalities to adequately maintain their rights-of-way and to remain in compliance with the *Weed Control Act*.

We are pleased to advise that an exception has been allowed for Public Works as follows:

Under the health or safety exception, pesticides are allowed to be used to maintain safe conditions, and the security of and emergency access to public works. Public works include highways, railways, power works, gas works, water works and other utilities, transit/transportation corridors and the perimeter of nuclear facilities. The exception does not apply to the use of a pesticide on a portion of a highway to which pedestrians have access on a regular basis or where the public is invited to stop including picnic and rest areas.

OGRA will continue to monitor this issue and provide any additional information as required.

Complete information on the Act and exceptions can be found at
<http://www.ene.gov.on.ca/en/land/pesticides/index.php#>

ONTARIO GOOD ROADS ASSOCIATION
6355 KENNEDY ROAD, UNIT #2, MISSISSAUGA, ON L5T 2L5
TEL: 905-795-2555 FAX: 905-795-2660 EMAIL: info@ogra.org

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Local Authority
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200 University Avenue, Suite 801, Toronto, ON M5H 3C6
416 971-9856 | Fax: 416 971-6191
www.las.on.ca | info@las.on.ca

5(a)

LAS Launches The Municipal Energy Performance Benchmarking Project !

Local Authority Services Limited (LAS) is pleased to invite all municipalities to participate in the Municipal Energy Performance Benchmarking Project currently underway across Ontario.

Participation only requires a couple of hours of effort per site and is free of charge! Each participating municipality will receive a two-page report for each of their buildings that are studied. These reports will provide a confidential analysis of energy performance that addresses energy use as well as associated technical, management and organizational practices. The reports will also provide direction on appropriate next steps.

There is no pre-set limit to how many buildings may be surveyed per municipality at this time. However, we do urge you to submit your facility information as soon as possible in order to avoid disappointment.

How to Participate

To participate in the project, you need to complete the following attached surveys:

- Each participating municipality will need to complete **one** copy of the **Organizational Best Practices Survey**. This survey consists of 10 multiple choice questions and is completed via this link https://www.surveymonkey.com/s.aspx?sm=74Jv76SPCrXzeF2GxuEPcQ_3d_3d. This survey should be completed by the person who is most familiar with the municipality's energy management status at the higher organizational and policy levels and should not take more than 30 minutes to complete.
- For **each separate facility being studied (see Eligible Building Categories on Page 2 of this letter)**, you will need to complete and return a copy of the **Facility and Operations Survey**. This survey includes 8 sections of text, data and multiple choice questions and should be completed by the person or persons most familiar with the physical and local operating practices at the particular facility. The survey requires energy billing information as well as knowledge of existing building technologies and facility management best practices. A copy of the survey may be downloaded from this link ([click here](#)).

Please e-mail your completed Facility and Operation Surveys to benchmark@amo.on.ca

Also, please check out the Project FAQ list on the LAS website ([click here](#)).

If you require additional information please e-mail your questions to benchmark@amo.on.ca or contact **Robert Storey, LAS Energy Specialist, 877-426-6527 ext. 350.**

Project Background

"Three-dimensional" energy performance benchmarking is a proven technique that goes "beyond the numbers" to analyze energy use, facility-level technical and management practices, plus organizational policies and practices. The knowledge gained by these efforts helps organizations to set priorities for the next steps such as education and training, detailed energy studies, and implementation of new technologies and work processes that deliver cost savings and environmental improvements.

This project is made possible by the Ontario Municipal Eco-Challenge Fund and builds on the successes of the LAS Audit++ program and other initiatives aimed at improving energy management and reducing greenhouse gas emissions in the municipal sector. LAS has engaged the services of Marbek Resource Consultants to help design and execute the various aspects of this project. LAS also wishes to acknowledge the valuable input and support of its "Advisory Committee" of municipal staff volunteers from across Ontario who have helped develop and "field test" the benchmarking surveys in their own facilities.



Local Authority
Services Ltd.

200 University Avenue, Suite 801, Toronto, ON M5H 3C6
416 971-9856 | Fax: 416 971-6191
www.las.on.ca | info@las.on.ca

5(a)

Municipal Energy Performance Benchmarking Project

Eligible Building Categories

Building Category	Definition	Examples of Building Types
1 <i>Office</i>	<i>Buildings used for office or public administration.</i>	<i>Municipal Office, City Hall, Town Halls</i>
2 <i>Library</i>	<i>Buildings housing public libraries.</i>	<i>Library</i>
3 <i>Arts and Culture</i>	<i>Public assembly buildings used for arts and culture.</i>	<i>Art Gallery, Museum, Theatre</i>
4 <i>Emergency Medical Services</i>	<i>Buildings used for emergency medical services.</i>	<i>Paramedic and Ambulance Depot</i>
5 <i>Fire</i>	<i>Buildings used for fire services.</i>	<i>Fire Station</i>
6 <i>Police</i>	<i>Buildings used for police services.</i>	<i>Police Detachments, Headquarters, Jails</i>
7 <i>Long-Term Care</i>	<i>Buildings used for providing multiple accommodations for long-term care residents.</i>	<i>Long-Term Care Facility</i>
8 <i>Social Housing</i>	<i>Multi-unit residential buildings used for providing accommodations for long-term residents.</i>	<i>Multi- Unit Residential</i>
9 <i>Community Centre</i>	<i>Buildings with multi-purpose rooms in which people gather for social or recreation activities.</i>	<i>Community Centre, Community Hall, Seniors Centre</i>
10 <i>Arena</i>	<i>Arenas with single ice surface and support facilities including a community hall.</i>	<i>Arena</i>
11 <i>Multi-Pad Arena</i>	<i>Arenas with two or more ice surfaces and support facilities including community hall/banquet facilities.</i>	<i>Twin Arena, Triple Arena, Quad Arena</i>
12 <i>Indoor Pool</i>	<i>Indoor pools with support facilities including change rooms and meeting rooms.</i>	<i>Indoor Pool</i>
13 <i>Multi-use Recreation Complex</i>	<i>Multi-use recreation complexes including any combination of arena, pool, community centre, other.</i>	<i>Multi-Use Recreation Complex</i>
14 <i>Public Works</i>	<i>Buildings used for the maintenance or storage of equipment and vehicles.</i>	<i>Works Maintenance Facility</i>
15 <i>Transit Garage</i>	<i>Buildings used for the maintenance or storage of buses.</i>	<i>Bus Garage, Bus Depot</i>
Cross-Cutting Prequalification Criteria		
Minimum building size is 2 000 square feet.		
Building must be occupied and heated.		
At least 50% of floor space should be within category. Eg., must be 50% office space to be considered an "Office".		
No seasonal occupancy buildings. Eg., Museum open from May to September.		
Building must have electricity and fuel consumption data.		

If you require additional information please e-mail your questions to benchmark@amo.on.ca or contact Robert Storey, LAS Energy Specialist, 877-426-6527 ext. 350.

The Corporation of the City of Cambridge
Monday, February 9, 2009

Councillor Tucci – Internet Filtering Software On Computers

WHEREAS there is no law in Ontario prohibiting pornography and other sexually explicit material from being viewed on computers in public schools and libraries;

AND WHEREAS there are public schools and public libraries that do not use internet filtering software on computers that blocks such inappropriate material;

AND WHEREAS significant changes have occurred with respect computer technologies, software and programs that could filter access to inappropriate, explicit sexual content;

AND WHEREAS parents in the province of Ontario have the right to ensure their children are protected from pornography and other inappropriate material available on the internet in their public schools and libraries;

THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the City of Cambridge petitions the Honorable M. Aileen Carroll, Minister of Culture, the Honorable Dalton McGuinty, Premier of Ontario and, the Legislative Assembly of Ontario to require all public schools and libraries in Ontario to be required to install internet filtering software on computers to avoid viewing of sites with inappropriate, explicit sexual content;

AND FURTHER THAT the motion once approved be forwarded to all MPPs representing Waterloo Region, to the Leader of the Official Opposition, to the Leader of the 3rd party and, through AMO, to all other municipalities for their consideration.

Please Contact: Alex Mitchell, City Clerk
The Corporation of the City of Cambridge
50 Dickson Street, 2nd Floor
P.O. Box 669
Cambridge, Ontario N1R 5W8
Telephone: 519.740.4680 Ext. 4585
TTY: 519.623.6691
FAX: 519.740.3011
Email: mitchella@cambridge.ca

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5(b)

February 26, 2009

All Ontario Municipalities

Re: Regulation and Provision of Resources to Monitor Retirement Homes

The following resolution #2009-65 was passed by Council of the City of Greater Sudbury on February 11, 2009:

WHEREAS in 2001 the Mayor and Council's Roundtable on Seniors' Issues recognized the need to regulate rest and retirement homes;

AND WHEREAS a working group of the Mayor and Council's Roundtable on Seniors' Issues was established in September 2001 and since that time the working group has gathered information and feedback from municipal officials and received input from privately owned retirement homes, advisory groups, residents and families;

AND WHEREAS the 2006 Ontario budget stated "the Government will continue to improve efficiency and accountability by engaging in formal consultations in 2006/2007, through the Ontario's Seniors' Secretariat, with the goal of establishing a new regulatory framework for strengthening standards of care in Ontario's retirement homes";

AND WHEREAS the Assistant Deputy Minister, Mr. Geoff Quirt, met with the Mayor and Council's Roundtable on Seniors' Issues in 2006;

AND WHEREAS the findings of the consultation which were distributed in April 2007 recommended the need to regulate retirement homes;

AND WHEREAS to date it appears that the Provincial Government has made no progress in implementing legislation to address this need;

AND WHEREAS there have been recent incidents that have resulted in residents of retirement homes being placed in life threatening situations such as a recent fire in Orillia that resulted in the unfortunate death and hospitalization of many residents

THEREFORE BE IT RESOLVED THAT the Council of the City of Greater Sudbury lobby all Ontario municipalities to have the Ontario provincial government take immediate action and pass the legislation that will regulate and provide resources to monitor all retirement homes and provide a safe home environment to those seniors who are most vulnerable;

5(b)

- 2 -

AND THAT this resolution be forwarded to The Honourable Rick Bartolucci, M.P.P., Minister of Community Safety and Correctional Services.

Yours truly

A. Haché

/fb

Angie Haché
City Clerk

cc: Councillor Ted Callaghan, Co-Chair, Mayor and Council's Advisory Panel on Seniors' Issues
Anadel Hastie, Co-Chair, Mayor and Council's Advisory Panel on Seniors' Issues
G. Forget-Rose, Community Development Co-ordinator

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5(c)



1889 Rue Regent Street
Sudbury, Ontario P3E 3Z7
1705) 522-3600
1705) 522-9067

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario

Attn: Mr. Joe Fratesi
CAO

RECEIVED

DEC 24 2008

CHIEF ADMINISTRATIVE OFFICER
CITY OF SAULT STE. MARIE

Dear Sir:

Further to our discussion during my visit with you in mid September 2008, I am writing this letter on behalf of our charity and a group of residents from Sault Ste. Marie who have used our facility and experienced our unique program.

We would like to address your council in an effort to inform them about our special program that benefits your citizens while in Sudbury for specialized medical care. As well, we would like to share with council some gathered facts about its annual usage by Sault Ste. Marie residents. We want to begin the process of establishing a long term relationship between both parties that nurture an appreciation for the level of care and compassion we provide to the citizens from your community using our facility in their time of need.

The ultimate goal is that the City will acquire a strong desire to become involved with our project and hopefully, they will want to financially support our program just like many other municipalities have done. It would be nice to see the councilors take up the challenge and match or exceed what the City of Timmins has provided us with to date.

Mayor Tom Laughren and the City of Timmins council are strong supporters of the House of Kin. Over time, they have seen how beneficial it has been for their residents to use our facility. Even some councilors and their families have stayed with us and regard it as a home away from home facility that provides a comfort and level of support for those people dealing with a high level of anxiety and stress concerning a loved one in hospital.

We are a non profit registered charity offering a special service that annually assists over 15,000 people mostly from Northeastern Ontario who must travel to Sudbury for special medical care. We do not receive annual funding from any level of government so we must fund raise and generate sufficient dollars to cover the operational costs of the facility.

5(c)

-2-

For any capital expenditures, we must work aggressively and fund raise relying on the financial support of individuals, service clubs, municipalities, corporations, foundations, gov't programs, etc. Our current capital campaign's goal is to raise funds for a 3 storey building addition containing an elevator, guest laundry, laundry facility, kids game room, storage area and a handicap suite. Today, we are half way towards reaching our goal of \$1,000,000.00.

We have several municipalities who have contributed money towards our facility. To date, the City of Timmins has provided the most funds to sponsor two bedrooms valued at \$ 30,000.00 each for a total of \$ 60,000.00. The Town of Iroquois Falls, City of Temiskaming Shores, Town of Kirkland Lake, Town of Cochrane, Township of Spanish, and Township of Fauquier-Strickland are a few municipalities who have contributed towards our capital campaign this year.

If at all possible, we would prefer to attend one of your scheduled council meetings in late February or March, 2009. Our 15 minute power point presentation has slides with information about our program, its purpose, mission and stats for year 2007 usage by your community. Several residents from Sault Ste. Marie want to attend with me and a couple of them would like to briefly speak and share with council members their experience.

I hope that you will consider our request in a favorable manner. Our facility is there for your citizens when in need. It would be appreciated if the City of Sault Ste. Marie recognize and acknowledge that our program is unique and very beneficial to the well being of their citizens that we serve.

If you have any questions, please contact me through our Sudbury location at 705-522-3600 or email me at csheridan@persona.ca.

I look forward to hearing back from you at your earliest convenience.

Thank you for your co-operation and best wishes for a safe and healthy holiday with family.

Yours truly,

CS/cs
Attach

Chris Sheridan
Founder

5(d)

**Tarentorus Public School
Home and School Association**

96 Northwood St., Sault Ste Marie, ON P6B 4M4
Phone: 945-7138 Fax: 945-7414
Principal: Mr. S. King

March 4, 2009

Donna Irving

We are writing to request the opportunity to make a presentation to City Council at Monday, March 9th meeting. Tarentorus Home and School Committee is a group of parents and staff operating solely for the improvement and welfare of our student's & schools needs and resources. We would like to share an overview of our current goals & projects in relation to our Playground Improvement Project.

Our committee is interested in building a partnership with the City to help better meet the needs of our growing neighbourhood. We are happy to share that we have been selected to receive a Helping Hands Award from the Organization Let Them Be Kids. This 60/40 matching award will help us better achieve our goals by making every .60 cents raised 1 dollar buying power.

Following is a brief description of our playground improvement project.

Phase 1 & 2:

These steps include adding playground structure elements on both the primary and junior/intermediate playgrounds. At this time we are lacking play structures on our grounds entirely. By adding these features we feel it will benefit the students by enhancing their day with fun, physical, social, educational and creative possibilities.

Research shows that by providing a quality playground, schools have reported:

- Reduced bullying
- Increased social skills & confidence
- Better Problem-solving skills
- Increased physical fitness (reduced obesity)

Phase 3

This step is geared to provide educational oriented elements to the grounds in a move to bring the children to the outdoors, where they can enjoy fresh air and have shelter during class sessions. Our goal is to add an outdoor classroom (pavilion and seating), natural elements (trees and foliage), nature trails (for year round use), and benches to the property. At this time we are lacking "curb appeal" and a safe waiting area in front of the school. It is our vision to extend the landscaping additions to our entrance area, which will enhance our schools "welcoming" environment and provide a safer dismissal area.

Thank you for assisting to ensure we are able to make a presentation.

Co-chairs

Jennifer Poirier and Kathy Keene
Tarentorus Home and School Committee

5(d)

From: Stan & Kathy [skkeene@shaw.ca]
Sent: March 04, 2009 10:56 PM
To: Donna Irving; Bryan Hayes; Pat Mick
Cc: Stephen King; Jennifer Poirier
Subject: Tarentorus Home & School - Council Meeting Presentation

Hello to all.

I am writing to you to clarify our interest in meeting with council.

Our group has been very busy fundraising & volunteering as we work towards our current goal of playground improvements. We are thrilled to be a recipient of one of Let Them Be Kids Org.'s Helping Hands Awards for 2009. Which is a 60/40 Matching Award. This award will turn every .60 cents we raise into 1 dollar of buying power!!

It is our overall goal to help improve not only our school but also to help enhance our growing community.

Our committee is hoping to present to council the positive things that are happening at our school & to share our award with the City of Sault Ste. Marie for use in updating our neighbourhood park. We have received acceptance from Let Them Be Kids to share our award with the city in a move to build on community partnerships.

We are not looking for Funding, we simply want to share our award with the city. This giving the city the opportunity to invest in equipment at 60% of cost. There is no required minimum or maximum investment amount, the 60/40 split is based on the amount being invested. (ex. \$6000 invested=\$10,000 Buying power of playground equipment or \$24,000 = \$40,000).

As you see there truly is not better time to consider enhancements & updates for the community grounds.

Our committee has been looking forward to presenting this opportunity to our city council members for consideration.

I hope this helps to clarify any concerns.

Should you have further questions please do not hesitate to ask.

TEAM = Together Everyone Achieves More

Thank you,

Kathy Keene
Co-chair
Tarentorus Home & School Committee



Minister of Health

Ministre de la Santé

Ottawa, Canada K1A 0K9

5(c)

FEB 11 2009

His Worship John Rowswell
Mayor of Sault Ste. Marie
Civic Centre
P.O. Box 589
Sault Ste. Marie, Ontario P6A 5N1

RECEIVED

FEB 18 2009

MAYOR'S OFFICE

Dear Mr. Mayor:

Thank you for your correspondence of December 15, 2008, concerning physician specialist services in Northern Ontario.

As you are aware, primary responsibility for matters related to the administration and delivery of health care services in Canada, including the distribution of health professionals, falls within the jurisdiction of the provinces and territories, rather than the Government of Canada.

The Government of Canada recognizes that in some parts of the country there are challenges accessing health care providers. In this regard, the Government currently invests a total of \$38 million annually through both the Pan-Canadian Health Human Resource Strategy and the Internationally Educated Health Professionals Initiative, which support jurisdictional efforts to ensure an adequate supply of health care professionals.

The *Canada Health Act* sets out the broad principles that the provincial and territorial health care insurance plans must meet to receive federal funding. The Act does not require that the provinces and territories meet specific clinical standards, such as ratios of physicians per population or beds per population; each province and territory, in conjunction with its health professionals, sets its own standards. The provinces and territories also determine the most appropriate methods of delivering health care services to their residents, while maintaining the principles of the Act. The Act requires the provinces and territories to provide their residents with reasonable access to medically necessary hospital and physician services on a prepaid basis, and on uniform terms and conditions.

.../2

Canada

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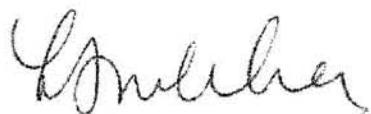
- 2 -

Reasonable access in terms of physical availability of services is interpreted under the Act using the "where and as available" decision rule. Thus, residents of a province or territory are entitled to have access to insured health care services in the setting "where" the services are provided and "as" the services are available in that setting. This may mean that in some instances residents might have to travel to obtain services. The Act's requirement for reasonable access gives the provinces and territories the flexibility to seek out ways of providing insured health care services in the most efficient manner possible.

With respect to your specific concerns about health service delivery in Northern Ontario, you have taken the correct course of action by writing to the Minister of Health and Long-Term Care of Ontario.

Thank you for writing.

Sincerely,



Leona Aglukkaq

5(e)

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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2008 12 18

Health Canada
72 Columbine Driveway, Tunney's Pasture
Ottawa, ON K1A 0K9

Attention: Honourable Leona Aglukkaq, Minister of Health

Dear Minister,

Subject: Poor Physician Specialists and Support Services in Northern Ontario

Citizens of Sault Ste. Marie sometimes have to make life and death decisions and consider taking their loved ones to Michigan at their cost for physician specialist treatment and care because Ontario is non-responsive in a timely manner. Doctors in northern Ontario are burning themselves out trying to gain access for their patients to physician specialist care in southern Ontario.

We have physicians well beyond retirement years approaching their 80's providing dedicated services, i.e. Dr. J Patrick O'Neill covering as an ENT specialist to the day of his death at age 77. I am thankful that our northern health care professionals go above and beyond to care for their patients; however, there is a limit to what they can do when they are dependent on physician specialist services some eight hours away. They do this in negative environments of cutbacks, reduction of services and job losses. Our dedicated health care professionals not only do their best for the residents of Sault Ste. Marie, they know their professional responsibility to residents to our region and regrettably, due to limitations, cannot always provide the health services they want to provide.

For sometime now, I wondered about the availability of physician specialists and their services. I commissioned a report from the Sault Ste. Marie Innovation Centre (attached) to examine the reliability or time to get specialist and specialist services in different cities across Ontario. Time is graphically shown as distances that one has to drive to gain access to speciality physician services. The summary table shows clearly the disparity for these services between northern and southern Ontario communities. It is on this basis, I write to you in the hope that you could review the grave situation. I believe our study demonstrates that the Province of Ontario is negligent in their fair and equal offering of OHIP services to the citizens of northern Ontario.

The Canada Health Act ensures the facilitation of reasonable access to heath services without financial or other barriers. Our study clearly demonstrates the bias OHIP has for northern Ontario residents with specialist and specialist services which directly impacts their health care. Further, the Province of Ontario is in breach of the Canadian Health Act for the following reasons:

*nationally
gifted*

.2.

Honourable Leona Aglukkaq, Minister of Health

Subject: Poor Physician Specialists and Support Services in Northern Ontario (2008 12 18) Page 2.

1) Universality: Residents of southern Ontario have greater access to specialist and specialist services; this is evident from our study. Therefore, the Province fails to provide a health insurance plan on uniform terms and conditions. This is prejudicial against the residents of northern Ontario and renders us to a lower standard of health care in the Province of Ontario.

2) Accessibility:

i. OHIP fails to provide specialist and specialist services to the residents of northern Ontario on uniform terms and conditions and this discriminates on the basis of age. Northern Ontario has on average a greater age than the rest of the Province; therefore additional health care services are needed.

ii. OHIP fails to provide specialist and specialist services to the residents of northern Ontario on uniform terms and conditions and this discriminates on the basis health status. The level of disease is greater in some northern Ontario communities; therefore demand for specialist service is the greatest within Ontario.

iii. Earlier this year, I wrote Minister Jim Flaherty about how northern Ontario residents have earnings comparable to those residents of Quebec and Manitoba, yet much, much less than the residents of southern Ontario. Our study clearly shows that the poorest region of Ontario, i.e. the residents of northern Ontario have to travel further for specialist and specialist services placing greater financial burdens on the patient and families of the patients in gaining access to a health insurance plan on uniform terms and conditions. The poorest region of Ontario has the greatest financial burden to access reasonable health care supply.

It is not my position to just complain about poor specialist and specialist services offered to the residents of northern Ontario without suggesting a solution to this dire problem. On December 12, 2008, at the 2009 Ontario Pre-Budget Consultation session with the Honourable Dwight Duncan, Minister of Finance, I offered six suggestions to resolve this crisis (Presentation to Minister Duncan attached). The Minister's prejudicial northern response, "Northerners are getting their fair share of OHIP" is unacceptable. The lack of poor specialist and specialist services are causing unnecessary and preventable deaths.

For these reasons, I request on behalf of the residents of northern Ontario, your assistance for the following:

- 1) You and your Health Canada personnel are invited to Sault Ste. Marie to review the situation and learn first hand of how a typical northern Ontario community is trying to cope.
- 2) A formal inquiry to be conducted to examine the disparity of health care services between northern and southern Ontario, including specialist and specialist services and the lack of compliance that exists within Ontario and the Canada Health Act.
- 3) That consideration be given to withhold Ontario's share of the Canada Health Transfer dollars until such time as Ontario agrees to cooperate with an inquiry if this is the direction you so choose.

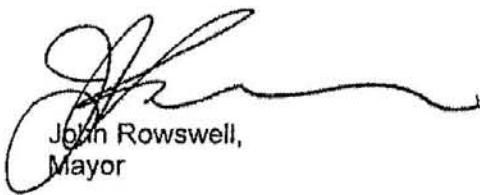
5(e)

Honourable Leona Aglukkaq, Minister of Health

Subject: Poor Physician Specialists and Support Services in Northern Ontario (2008 12 18) Page 3.

This is truly an unfortunate circumstance and gravely serious situation in Sault Ste. Marie and for area residents. It would be greatly appreciated if you could respond to me before December 24th, as it would be my intention to call a special meeting of City Council to authorize urgent action as a result of the implementation of harsh and severe cuts in health care at our Sault Area Hospital, which we expect to be announced early in the new year. The residents of this community and northern Ontario certainly deserve better.

Yours very truly,



John Rowswell,
Mayor

Attachment

cc: Honourable Tony Clement, Minister of Industry and Minister Responsible for FedNor

Honourable David Caplan, Ontario Minister of Health

Honourable Dwight Duncan, Ontario Minister of Finance

Tony Martin, M.P.

David Orazietti, M.P.P.

5(f)



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

March 5, 2009

Ministry of Health and Long-Term Care
Hepburn Block
10th Floor, 80 Grosvenor Street
Toronto, ON M7A 2C4

Attention: Honourable David Caplan
Minister of Health and Long-Term Care

David
Mr. Minister,

Subject: Effect of the Northern Ontario School of Medicine and Specialists
and Specialist Services on the Future of Health Care in Northern Ontario

At the recent "Think North" Summit, in preparation for the Northern Ontario Growth Plan, the Honourable George Smitherman, Minister of Energy & Infrastructure (formerly Health & Long-Term Care), talked about the significance of the Northern Ontario School of Medicine. He reiterated how this new school would improve health care in Northern Ontario by producing new doctors who would likely stay and practice in Northern Ontario. Given that about one half of the Province's physician shortages exist in the North, we compliment the Ontario Government for responding to our serious concerns.

The Province also has increased the spaces for medical students in other schools across the Province. It should be expected that at least a few of these students will ultimately end up as doctors practising in Northern Ontario. NOSM will have its first round of graduates this year, with residencies in family medicine starting mainly across the North.

We have learned, however, that about one half of these graduates will enter into further specialization, essentially in teaching hospitals in Southern Ontario. Many of these doctors will end up being lost to Northern Ontario because of this further Southern Ontario exposure over an extended period of time. While it is acknowledged that NOSM residency training is available in Northern Ontario in eight major general specialties: general internal medicine, general surgery, obstetrics/gynaecology, paediatrics, psychiatry, anaesthesiology, orthopaedics, and community medicine, the training capacity in many Northern Ontario communities is limited by the current shortage of specialists, thereby exasperating the problem.

The acute shortage of specialists all across the North is documented in a report by the OPHRDC "2007 Active Physician Registry by Non-specialties and Specialists by Region, County and Census Subdivision". This has been plotted by the Sault Ste. Marie Innovation Centre as attached. Compounding this shortage are the unrealistic distances which exist between physician specialty clusters in Northern Ontario compared to Southern Ontario where there is significant backup for these specialty services.

*naturally
gifted*

...2

Honourable David Caplan, Minister of Health and Long-Term Care
Subject: Effect of the Northern Ontario School of Medicine and Specialists
and Specialist Services on the Future of Health Care in Northern Ontario (March 5, 2009) Page 2

NOSM was built on the premise that medical students, trained in the North, will practice in the North. Further, NOSM, in its efforts to develop a rural/urban doctor, arranges for all its student placements: four weeks in aboriginal communities in the first year; two – four weeks in small rural or remote Northern communities in the second year; and the entire third year in communities across the North (12 communities last year). NOSM students, by their nature, truly learn to love Northern Ontario. It is our hope that they will practice here.

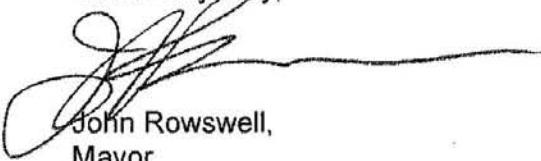
The Province built this medical school and established distributed learning centres all across the North. Our existing roster of doctors and specialists has been optimistic in the belief that medicine would grow and improve, including specialities all across the North. All of us were of the belief that this would compliment the model of health care which was set out by the Province of Ontario for NOSM at its inception. While there is every reason to believe that NOSM will eventually bring forward enthusiastic new family doctors to help address the needs of the North, specialist health care may diminish because of the insufficient physician speciality clusters within reasonable distances of each other across the North to support good rural/remote health care.

Notwithstanding the considerable time and energy to develop NOSM to support health care which is distributed fairly and evenly across the North, there is a major disconnect within your Ministry in its support of physician specialty clusters, reasonably and equitably spaced across Northern Ontario. The result is that our NOSM physician specialists and other Northern medical students who are entering their specialist residencies, mainly in Southern Ontario, will not have specialist positions to come back to as a result of present-day cut backs which are eroding specialist care in many Northern Ontario communities. The alternative would be for them to forego the opportunity to use some of the speciality skills that they have learned or to work in diminished working conditions.

As can be seen from the attached specialist study, Southern Ontario is well served. There is, however, a massive current disparity for Northern Ontario when compared to the South for specialist services. Present Ministry policies are undermining NOSM's potential maximum benefit to health care. We therefore request that you review this disconnect in Ministry policies to improve overall health care in Northern Ontario.

Your urgent attention is needed and we request a meeting to work with you to resolve this Northern Ontario health care crisis.

Yours very truly,



John Rowswell,
Mayor

Attachments

cc: Honourable Leona Aglukkaq, Minister of Health
Honourable Dwight Duncan, Minister of Finance
Honourable Michael Gravelle, Minister of Northern Development and Mines
Honourable George Smitherman, Minister of Energy & Infrastructure
Tony Martin, M.P., Sault Ste. Marie
David Orazietti, M.P.P., Sault Ste. Marie
Dr. Roger Strasser, Dean, NOSM

5(h)

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

2009 03 09

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 Dzama – Public Works & Transportation – Parks Division**
Weed Inspectors' Conference
April, 2009
Guelph, ON
Estimated total cost to the City - \$ 646.00
Estimated net cost to the City - \$ 646.00
2. **Bianca Berlingieri – Office of the CAO**
Int'l Association of Administrative Professionals Conference
May, 2009
North Bay, ON
Estimated total cost to the City - \$ 757.00
Estimated net cost to the City - \$ 757.00
3. **Benita Brogno – Engineering & Planning Department**
Int'l Association of Administrative Professionals Conference
May, 2009
North Bay, ON
Estimated total cost to the City - \$ 657.00
Estimated net cost to the City - \$ 657.00
4. **Orsalina Naccarato – Legal Department**
Int'l Association of Administrative Professionals Conference
May, 2009
North Bay, ON
Estimated total cost to the City - \$826.00
Estimated net cost to the City - \$ 826.00

5. **Rocco Celetti – Fire Services**

Comprehensive Review and Exam

March, 2009

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

6. **Paul Antonello – Fire Services**

Fire Scene Assessment

April, 2009

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

7. **Andy Krumins – Public Works & Transportation Department**

Stormwater Management

April, 2009

Mississauga, ON

Estimated total cost to the City - \$ 2,534.00

Estimated net cost to the City - \$ 2,534.00

8. **Joe Cain – Community Services Department**

North Channel Marine Tourism Council Meetings

Throughout 2009

Spanish, ON

Estimated total cost to the City - \$ 142.00

Estimated net cost to the City - \$ 142.00

9. **Joe Cain – Community Services Department**

Parks and Recreation Ontario Forum

March, 2009

Niagara Falls, ON

Estimated total cost to the City - \$ 1,919.00

Estimated net cost to the City - \$ 1,919.00

10. **Nuala Kenny - Legal**

Human Rights & Accommodation Conference

March, 2009

Toronto, ON

Estimated total cost to the City - \$ 1,963.50

Estimated net cost to the City - \$ 1,963.50

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3

11. Ceilidh Ryan – Public Works & Transportation

Int'l Association of Administrative Professionals Conference

May, 2009

North Bay, ON

Estimated total cost to the City - \$ 928.55

Estimated net cost to the City - \$ 928.55

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(i)

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



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

2009 03 09

Mayor John Rowswell and
Members of City Council

Re: Federal Budget/Infrastructure Opportunities

At your last meeting held on February 23, 2009, City Council went into Committee of a Whole to discuss how it would handle submissions for funding under the new Federal/Provincial Economic Stimulus Programs, as recently announced. Based on that discussion, which included not only opportunities for the municipality, but for other local organizations, staff has prepared a notice to such organizations in Sault Ste. Marie which may be eligible for funding. Attached is a copy of the notice which will appear in the Sault Star on Wed. March 4th, 11th and 18th and on Sat. March. 7th, as well as in Sault This Week on Wed. March 4th. You will note that links to the websites for both the Federal budget as well as to City information and submission forms are set out in the notice.

Also attached is a copy of information inviting such submissions, as is contained in the City's website over the Chief Administrative Officer's signature. Attached to this is a submission form which can be completed and returned electronically. Please note that this form asks for not only a description of the project, but also its total cost, the organization's contribution and targeted commencement/completion dates for the projects.

You will note that the deadline for submissions has been set for March 23, 2009. The City Clerks office will transmit all of the submissions to the Commissioner of Finance who will prepare a report which will include both municipal projects as well as outside community projects. While staff will recommend a priority for municipal projects, it will not do so for the outside projects. Council may wish to indicate its support for some or all of the projects and certainly settle the priority of the municipal projects which are proposed.

5(i)

It is suggested that a special meeting of Council be called on Tuesday, April 7th at 4:30 p.m. for the purpose of reviewing and discussing all of the submissions, as well as any recommendations which staff may have with respect to municipally-sponsored projects. Council probably should consider going into Committee of a Whole, for at least part of the discussion, so that the rules of procedure could be somewhat relaxed.

This is provided to you for information at this point in time, with a recommendation that the date of April 7, 2009 be set at 4:30 p.m., for a special meeting of Council to deal with this important opportunity.

Yours truly,



JMF:bb
Attach.

Joseph M. Fratesi
Chief Administrative Officer

5(i)

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



99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
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(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
jfratesi@cityssm.on.ca

February 27, 2009

Re: 2009 Federal Economic Action Plan

On January 27, 2009, the Honourable Jim Flaherty, Federal Minister of Finance, tabled a comprehensive budget plan to "stimulate economic growth, restore confidence and support Canadians and their families during a synchronized global recession". The Ontario government is expected to match federal infrastructure funding in the upcoming provincial budget.

This is the most significant federal/provincial investment in public infrastructure in decades.

In addition to municipal projects, and to maximize these potential funding opportunities, City Council intends to identify community infrastructure projects that may be eligible for funding.

You may wish to review project criteria set out in the 2009 budget highlights at www.budget.gc.ca/2009/plan/bpc3d-eng.asp to determine if your organization may be eligible for this new funding. If you believe your organization has a project that meets the funding criteria, you are invited to complete and submit the attached form for review by City Council.

Completed forms should be submitted by e-mail to cityclerk@cityssm.on.ca or by regular mail to the City Clerk's Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie, P6A 5X6 by March 23, 2009.

Please be advised that City Council is merely gathering information about community projects which may meet the above-mentioned criteria. **This is not a guarantee of municipal support for any proposed initiative.**

Sincerely

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

Joseph M. Fratesi
Chief Administrative Officer

5(i)

Proposed Community Infrastructure Project Submission
(2009 Federal Economic Action Plan)

Organization Name _____

Address: _____

Contact Name and Title: _____

Telephone/E-mail: _____

Sector

Public

Private

Proposed Project

Title of Project: _____

Brief Description of Project:

Estimated capital cost: _____

Your contribution: _____

Anticipated funding sources
(Identify in detail) _____

Relevant Program under 2009 Federal Budget: _____
(from www.budget.gc.ca/2009/plan/bpc3d-eng.asp)

Targetted commencement date of project: _____

Targetted completion date of project: _____

How will the project positively impact the community of Sault Ste. Marie:

Submit by March 23, 2009 to City Clerk's Department, City of Sault Ste. Marie

*City Council is gathering information about community projects
which may be eligible for federal/provincial infrastructure investment.
This is not a guarantee of municipal support.*



NOTICE TO PUBLIC AND PRIVATE ORGANIZATIONS IN SAULT STE. MARIE

FUNDING OPPORTUNITIES

Your organization may be eligible for funding under new federal/provincial economic stimulus programs.

Details of the federal government's infrastructure stimulus funding criteria are available at www.budget.gc.ca/2009/plan/bpc3d-eng.asp.

In addition to municipal projects that may qualify, City Council intends to identify community projects that may be eligible for funding.

City Council invites submissions from local organizations detailing proposed capital projects that are "shovel-ready".

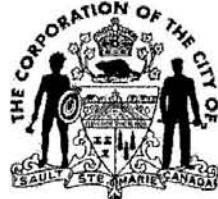
Further information and submission forms are available on the City's website at www.cityssm.on.ca under 2009 Federal Economic Action Plan.

Submit completed forms by March 23, 2009 by e-mail to cityclerk@cityssm.on.ca or by regular mail to the City Clerk's Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 by March 23, 2009.

This is an information-gathering process and should not be seen as a guarantee of municipal support for any proposed initiatives.

5(j)

Frank F. Coccimiglio
Manager, Information Technology
Division



FINANCE DEPARTMENT
Information Technology (IT)
Division

March 3, 2009

TO: Mayor John Rowswell and Members of City Council

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

Overview

At the Council meeting held on March 26, 2007, City Council approved by-law 2007-55 in which a contract was signed between the Ontario Ministry of Citizenship and Immigration (OMCI) and the Corporation of the City of Sault Ste. Marie (SSM). The City received funding from the Ontario Ministry of Citizenship and Immigration (OMCI) which allowed for the development and subsequently the official launch of "**DISCOVERTHESAULT.CA**" Immigration web portal on January 19th 2009.

This web portal provides a "one stop access point" to information about living, learning and working in Sault Ste. Marie. It is a critical component of a larger community effort to attract talented newcomers to fill existing labour gaps Sault Ste. Marie is experiencing and diversify the workforce.

A second proposal was submitted to the Ministry (OMCI) for a second phase project involving the Translation of the existing portal content to five different languages (French, Chinese, Hindi, Korean, and Spanish) along with a "Plain Language Review" of the existing English content.

The City was successful with its application and has been awarded \$189,255.00 from Ontario Ministry of Citizenship and Immigration (OMCI) for this Language Translation project.

The contract expires March 31, 2010, after which, it is understood that the portal will be sustained by the City for the term of Council.

Recommendation

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

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

Frank Coccimiglio

Manager, Information Technology Division

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(j)

Ministry of Citizenship
and Immigration

3rd Floor
400 University Avenue
Toronto ON M7A 2R9

Ministère des Affaires civiques
et de l'Immigration

3e étage
400, avenue University
Toronto ON M7A 2R9



February 27, 2009

Frank F. Coccimiglio
Manager, Information Technology Division
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Dear Mr. Coccimiglio:

Re: Application for MIIO Funding

This letter is to inform you that the Corporation of the City of Sault Ste. Marie has been recommended by staff at the Information, Research and Evaluation Unit for tentative approval for its application for funding under the Municipal Immigration Information Online (MIIO) program – 2008-09.

Staff have reviewed the application and have recommended the project move forward. We are currently working to confirm the final approval through the ministry. Funding in the amount of approximately \$189,255 has been reviewed and recommended for approval.

Final approval for this project rests with the Minister of Citizenship and Immigration.

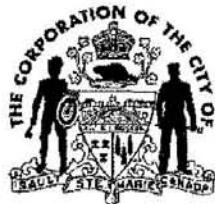
Yours truly,

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

David Wood
Manager (A), Information, Research and Evaluation Unit
Immigration Policy Branch

5(k)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT

Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

2009 03 09

Mayor John Rowswell
and Members of City Council

The following resolution was passed at Council's September 8, 2008 meeting:

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

Whereas 1/2 million children in Ontario live in poverty; and
Whereas improving access to recreation for low income families is an important social policy which is gaining momentum in Ontario; and

Whereas a recent research study identified the physical, psychosocial and economic benefits of participation in recreational activities which include one half the use of medical specialists, one half the use of Children's Aid Society services, one half the use of psychologists, and one tenth the use of probation officers to name a few, in comparison to those who do not participate in recreational activities; and

Whereas to simply say we have facilities is not enough; and
Whereas only 1/3 of municipalities in Ontario have an Access to Recreation Strategy policy;

Now therefore be it resolved that City Council request staff report back to Council on the details of the City of Sault Ste. Marie's policy surrounding access to recreation; and

Further, that if no such policy exists that Council refer to PRAC the request for the development of such policy and that PRAC be requested to consult with The Benefits of Local Access to Recreation, Health, Welfare and Community Development task group who are currently developing guidelines for policy surrounding improving access to recreation for low income families in Ontario and Innovation Centre.

CARRIED.

Access to Recreation Task Group

The Community Services Department is a member of the Parks and Recreation Ontario (PRO) which is a provincially funded association. The following is an excerpt from the October 2008 Bulletin:

"Access to Recreation Task Group Creates a Policy Framework

On September 23, 2008, the Ontario Task Group on Access to Recreation for Low-Income Families hosted a Policy Workshop to generate ideas and approaches for a provincial policy framework. PRO is the secretariat for the

Task Group, which is chaired by PRO Past President Howie Dayton. The Policy Workshop included Task Group members and other stakeholders from provincial government, and the municipal and not-for-profit sector, who discussed and refined the outcomes from the November 2007 Affordable Access Policy Planning Institute. The workshop was facilitated by Naomi Alboim and Karen Cohl. Both have extensive experience in the provincial government and public policy.

Why a policy framework? The recreation sector in Ontario has come a long way in identifying barriers to recreation for low-income families as well as potential solutions. A policy framework will help to highlight the most important areas for action and galvanize local and provincial players based on a shared vision. The policy framework will guide policy and program development and direct financial resources. Without a framework, good things tend to occur in a 'patchwork' way without the ability to evaluate their effectiveness and maximize benefits across the province. It is a call to action for governments, community organizations, and the private sector to work together in a systematic way to make affordable access to recreation a reality in Ontario.

Task Group Chair Howie Dayton describes the vision for the framework as follows: "With a focus on children, youth and families, the policy framework will be grounded in research and promising practices; be responsive to gaps in local and provincial policy; address legislative barriers to access for low-income children and youth; and share responsibility locally and provincially."

The draft policy framework is now being reviewed by workshop participants and will be available to all PRO members by the end of the year. This will be a valuable tool to help advocate for programs and services to help reach marginalized populations - and will lead to the creation of tools and resources for communities.

Also this fall, Task Group chair Howie Dayton has been on the "conference circuit" presenting the case for investing in affordable recreation. In September, he made a presentation at the Association of Municipalities (AMO) Conference, which was attended by close to 100 people - including many elected officials. Howie's key message of the importance of providing access to recreation as a key component to reduce cyclical poverty was very well received. He has since been invited to speak at other conferences including the Ontario Public Health Association Conference at the end of October."

Also, attached is an excerpt from the Parks and Recreation Ontario website which outlines the history of this initiative.

Services in Sault Ste. Marie

1. Social Services Department

A report from the Operations Manager, Social Housing Division on what the Housing Corporation does regarding recreation and physical activities for children and families of rent geared to income housing is attached.

In addition the Ontario Works Division funds up to a maximum of \$300 per child per year for the costs associated with registration fees and associated sports equipment/protection required for the child to participate. If they surpass the maximum annual allotment then parents are given information on the Canadian Tire JumpStart program. Roughly 50 to 60 families utilize this benefit per year. Requirement is that the family must be in receipt of Ontario Works or an Ontario Disability Support Pension. Case Managers provide information to participants and referrals are forwarded to the Special Services Unit. Fees are paid directly to the association. Also, Ontario Works assist clients with YMCA memberships.

2. Jump Start Program

The Community Services Department's involvement with the Canadian Tire Jump Start Program began in 2005 when Canadian Tire approached the Recreation & Culture Division for support of their program. Canadian Tire provides funds to support children's participation in sporting activities. The funds do not assist with the administration of the overall program. The Community Services Department's involvement and partnership with the Sault Sports Council on this project is to provide the administration for the overall program.

The community is aware of this program and referrals each year have been increasing (see attached report detailing the numbers of children assisted); in fact there are not enough funds to accommodate all of the requests.

The program requires that each application "... attach a letter from a community leader indicating their relationship to the applicant, and a verification of the applicant's economic barrier to participate in the requested activity or program. The community leader should be in a position to identify and assess the economic barriers of the applicant."

3. Other Programs

The YMCA has their own financial assistance program and they too sponsor children and families for memberships to the YMCA. There are several other sport organizations such as football, hockey and soccer that assist children in need – usually through financial assistance with the registration fee.

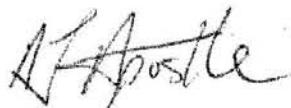
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What Next

Parks and Recreation Ontario were contacted in February 2009 with regards to the status of the Policy and PRO stated that the timeline for the Policy has been pushed back slightly and it should be available within the next month.

The Municipality has been dealing with Access to Recreation through a variety of ways. Staff advocates waiting for the results of the Ontario Task Group on Access to Recreation for Low-Income Families Policy so that the direction taken can be in conjunction with the Provincial mandate.

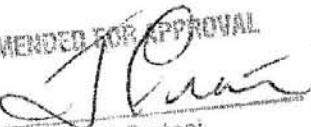
Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

Jb/council/2009/access to recreation

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

cc: K. Streich-Poser, Commissioner Social Services

attachments

From Parks and Recreation Ontario - Website
Access to Recreation for Low-Income Families

Background

Parks and Recreation Ontario (PRO) along with other national, provincial and territorial associations were involved in the development of a national policy on access to recreation for low income families. PRO has set an objective and action plan to create awareness of the issue, build partnerships committed to action and provide tools and resources to help mobilize communities to provide recreation without barriers for low-income families, especially children and youth.

The PRO Board of Directors endorsed the 2005 national policy statement and created a seven-step plan of action to support the implementation of the policy in Ontario that included establishing a multi-sect oral Task Group to lead the policy discussion. The Ontario Task Group on Access to Recreation for Low-Income Families is comprised of members from a broad representation of provincial, municipal, non-profit, corporate, and advocacy partners. The members share an interest in the healthy development of children, youth, families and communities and are working collaboratively to influence policy development in Ontario to increase access to recreation for low-income children, youth and families.

In Ontario we strongly support the United Nations Convention on the Rights of the Child (1989) that speaks to the rights of children to rest and leisure. Ontario's children and youth are healthier and more resilient as a result of participating in recreational pursuits. We believe that innovative approaches should be taken to ensure that every child regardless of financial circumstances experiences play, without barriers, engages in positive and high quality leisure pursuits and enjoys physical, social and emotional health through participation in community recreation.

Task Group Partners:

Association of Municipalities of Ontario
Canadian Tire Foundation for Families
Canadian Parks and Recreation Association, Ontario
Director
Hamilton Round Table on Poverty Reduction

Ontario Municipal Social Services Association
Ontario Public Health Association
Parks and Recreation Ontario

Over the past two years the task group has:

- Updated the PRO 2000 affordable access policy to reflect the values and principles of the 2005 national policy on access to recreation for low-income families.
- Conducted two surveys of service delivery organizations (including municipalities and non-profit organizations) in Ontario on user fee, pricing and access policies.
- Focused on supporting three key national policy actions of: "development of community policy templates"; "advocate for inclusion of access requirements in infrastructure funding programs"; and; "advocate for outcome-based research on this issue".
- Hosted a summit on access in Ontario with policy makers, funders, service delivery organizations and community stakeholders in November 2007.
- Positioned the sector with the tools and capacities to identify those marginalized and respond.
- Supported ongoing, progressive research and outcome measures.

The Ontario Task Group on Access to Recreation for Low-Income Families continues to advance this important social issue on the provincial and national political agenda.

5(k)



180 Brock Street
Sault Ste. Marie, ON
P6A 3B7
Tel: (705) 946-2077
Fax: (705) 946-5628

SOCIÉTÉ DE LOGEMENT DE
SAULT STE. MARIE
HOUSING CORPORATION
180, rue Brock
Sault Ste. Marie (Ontario)
P6A 3B7

Managed by the City of Sault Ste Marie Social Housing Division

Recreational and Physical Activities For Children And Families Of Rent Geared To Income Housing Offered By The Sault Ste Marie Housing Corporation

Background

The Sault Ste Marie Housing Corporation continues to run a summer program for children within its housing communities, as it had in the past as the Algoma Housing Authority. However, the recreation program as it was referenced to under the Housing Authority was fully funded by the province and upon devolution funding was no longer provided. The benefits of a summer program for children were too great to dismiss and the program was reduced to operate only in the summer months and funding was provided through the operational budget of the Sault Ste Marie Housing Corporation and with various Ministry programs. With the inception of community hubs in the last 3 years, which are located within 4 of the Sault Ste Marie Housing Corporations larger communities, and are operated in partnership with the Children's Aide Society, Family Preservation Program as well as other community agencies, year round physical activities for children are now being offered.

Kids Being Kids

A large part of the Kids Being Kids Program (KBK) focuses on providing children and youth with recreational opportunities on a daily basis throughout the summer months when the children are out of school. These recreational opportunities include onsite games and activities while offsite activities include swimming, baseball, soccer etc..... All of these activities are organized and delivered by KBK staff made up of summer students and are offered as part of the program with no fee attached. Although adult participation is always encouraged as part of this program, the main participants are children and youth.

The funding for the KBK program is provided through the SSMHC operating budget. Two Ministries have also assisted with funding for staff wages for this program which include are the Ministry of Northern Development and Mines and the Ministry of Health Promotion.

Community Hubs

Within the last few years the community Hub's programming has included activities that also provided children and families with some recreational activities including a walking program, hiking, snowshoeing..... just to name a few.

Major funding for the hubs comes from the SSMHC and the Community and Family Investment Fund as well as CAS Family Preservation providing many in kind donations.

Respectfully submitted by:

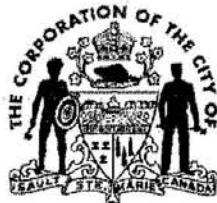
Jeff Barban

*Social Housing Division Operations Manager
City of Sault Ste Marie Social Services Department
Agent for Sault Ste Marie Housing Corporation*

5(K)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION

MARGARET HAZELTON, C.M.M.
SUPERVISOR OF RECREATION



COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

2009 01 12

MEMO TO: J. Cain, Manager Recreation & Culture

SUBJECT: Canadian Tire JumpStart Program

Our department's involvement with the Canadian Tire Jump Start Program began in 2005 when Canadian Tire approached the Recreation & Culture Division for support of their program. Canadian Tire provides funds to support children's participation in sporting activities; however these funds do not assist with the administration of the overall program, thus our involvement and partnership with the Sault Sports Council on this project.

The community is well aware of this program and referrals each year have been plentiful, in fact there are far more requests than there are available dollars. The Recreation & Culture Division of the Community Services Department receives all applications on behalf of the Sault Sports Council, and works closely with them through administrative support for the JumpStart Program.

The chart below provides a summary of the numbers of children funded in Sault Ste. Marie and area thus far.

YEAR	NUMBER	GENDER	BUDGET	SPENT
2005	2	2 females	\$8,019.	\$850.
2006	79	32 females 47 males	\$6,873.	\$6,918.
2007	102	44 females 68 males	\$10,808.	\$11,726.
2008	104	51 females 53 males	\$18,413.	\$18,000.

5(k)

The following list details the types of activities that have been supported and who referrals were received from. Community agencies, school boards, and all sporting organizations have been sent the information and have accessed JumpStart dollars.

SPORTS

Baseball	Gymnastics	Slowpitch
Basketball	Hockey (all kinds)	Soccer
Boxing	Lacrosse	Tennis
Dance	Martial Arts	Wrestling
Figure Skating	Ringette	
Football	Scouts	

REFERRALS RECEIVED FROM

Sport Organizations	Clergy
Schools/Teachers/Coaches	Big Sisters Association
Ontario Works	Canadian Mental Health Program
Batachawana Case Workers	Community Living Algoma
Algoma Health Unit	Ontario Disability Support Program
YMCA	Indian Friendship Centre
Algoma Public Health – Parent Child Advisor	Cision Canada
Child & Youth Workers – Sault College	Nogdawindamin Family & Community Services
Children's Aid Society, Family Intervention Workers & Child Protection Workers	Operation Spring Board
Algoma Family Services	Goulais Area Recreation Committee
	Sault Ste. Marie Housing Corp.

I trust the above information will assist with updating PRAC regarding the status of this program. Reassure them that awareness does exist in our community and that children are being supported to keep active and participate in sports.

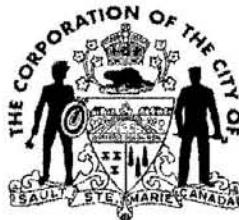


Margaret Hazelton
Supervisor of Recreation

5(1)

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

2009 03 09

File: B-08-03

Mayor John Rowswell and
Members of City Council

Re: 711 Bay Street – Seawall

At the 2008 05 26 meeting, Council authorized that the Engineering Department retain the services of M. R. Wright and Associates to conduct a conditions assessment and structural evaluation on the seawall that the City owns on the water in front of civic 711 Bay Street. An allowance of \$15,000 was included in the 2008 Miscellaneous Construction budget. The evaluation including diving inspection costs was \$11,150.

The consultant is recommending that the area of the wall that has no sheet piling protection be reinforced with new steel sheet piling with appropriate dead man anchors, as well as replacement of any severely corroded dead man anchors on the existing wall. The consultant recommends a budget figure of \$550,000 to complete this work.

The City is not in a position to conduct these repairs at this time. The consultant recommends that \$25,000 of work be performed immediately in order to repair any gaps in the existing sheet pile wall and washed out areas. The City could perform the immediate repairs this summer, and place the permanent repair project on the outstanding Miscellaneous Construction list.

Accordingly, it is recommended that an allowance of \$25,000 be included in the Miscellaneous Construction budget for 2009 for immediate repairs to the damaged areas on the sheet pile wall, and that the permanent repairs be placed on the outstanding Miscellaneous Construction project list which is reviewed annually.

Respectfully submitted,

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

/bb

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

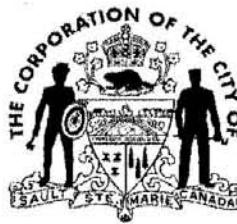
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Administrative Officer

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

2009 03 09

File: A-09-5-04

Mayor John Rowswell
Members of City Council

Re: Haviland Crescent Sanitary Sewer

The City regularly budgets for sanitary sewer repairs under the sewer surcharge account. There is a list of several small replacement sanitary sewer projects in great need of repair.

The highest priority at this time is replacement of the sanitary sewer from Haviland Crescent down the hill to the end of Parker Street. The existing sanitary sewer is constructed on private property with no easement. The City is pursuing the acquisition of an easement for the sanitary sewer. Given the difficulty of an open cut approach, this project is a good candidate for a trenchless construction method such as directional boring. Preliminary design work was done by STEM Engineering under the McDonald Avenue reconstruction project. In accordance with the City's policy for retaining consulting engineers, it is appropriate to assign this project to the firm of STEM Engineering with the intent to complete it in 2009. An appropriate budget will be carried in the 2009 sewer surcharge account.

It is recommended that the firm of STEM Engineering be retained to design and administer the replacement of the sanitary sewer from Haviland Crescent to Parker Street. An engineering agreement will be brought to Council at a later date.

Respectfully submitted,

A handwritten signature of Jerry D. Dolcetti.

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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

Joseph M. Fratesi
Chief Administrative Officer

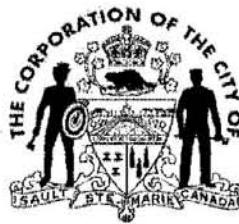
/bb

F:\ENGINEERING DATA\COUNCIL\Golfetti\2009\Haviland Crescent Sanitary Sewer - 2009 03 09.doc

5(n)

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

2009 03 09

File: A-04-4-02
Bridge #27

Mayor John Rowswell
Members of Council

**RE: Sussex Road Bridge/Third Line at Bennett Creek Culvert
Engineering Agreement**

At the meeting of 2008 12 01, Council approved an engineering agreement with the firm of M. R. Wright and Associates for design and contract administration of the replacement of the Sussex Road Bridge. At the 2009 01 12 meeting, Council approved retaining the same firm to provide engineering services for the replacement of the Bennett Creek culvert where it crosses Third Line, west of Maki Road. Council was advised that an existing engineering agreement with this firm would be revised to include the Bennett Creek culvert engineering.

Accordingly, bylaw 2009-42 authorizing revision of the engineering agreement for the Sussex Road Bridge to include the Bennett Creek culvert design services is found elsewhere on this evening's agenda and is recommended for approval. The upset limit to complete both water crossings is \$63,000. The funds will come from the 2008 and 2009 capital works budgets.

Respectfully submitted,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

/bb

5(0)

Fire Chief Lynn D. McCoy

Division Heads:

Paul Milosevich - Prevention
Marcel Provenzano - Suppression
David Stokes - EMS
Jim St. Jules - Support Services



Emergency Direct "911"
Emergency Phone (705) 949-3333
Business Phone (705) 949-3335
Fire Prevention Phone (705) 949-3377
Emergency Medical Services (705) 949-3387
Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

March 9, 2009

Mayor John Rowswell
and Members of Council
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario

Re: Municipal Forest Fire Management Agreement

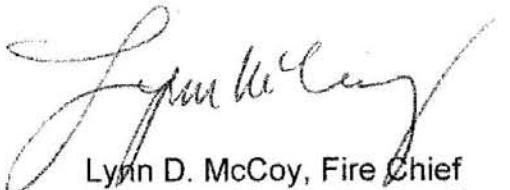
Dear Mayor Rowswell:

The City of Sault Ste. Marie presently has an agreement with the Ministry of Natural Resources that provides the City with access to MNR forest firefighting resources at considerably reduced rates (see attachment), conditional upon our Fire Services providing a forest fire safety program as part of our regular school presentations. Our Fire Services is also required to review our Municipal Forest Fire Management Plan and provide the MNR with relevant statistical data each year. This agreement expires March 31, 2009.

A new five-year agreement has been negotiated between the parties beginning April 1, 2009. This is an extension to the agreement that is about to expire. There are no changes and it is my recommendation that Council endorse this agreement.

The relevant By-Law appears elsewhere in your agenda.

Respectfully submitted for Council's approval.

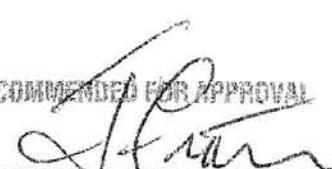


Lynn D. McCoy, Fire Chief
Sault Ste. Marie Fire Services

LDM/sf

Attachment (1)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Appendix C

FIRE FIGHTING COST COLLECTION to / from MUNICIPALITIES

The following Table Applies When:

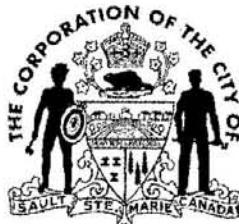
1. The M.N.R. requests Municipal assistance on fires in the Crown Protection Area
2. The Municipality requests M.N.R. assistance on fires in the Municipal Protection Area
3. The M.N.R. exercises its power under the F.F.P.A. to control the fire

	Assistance Under Agreement
Ground Suppression Services Crews / Firefighters, Vehicles	<p>The greater of:</p> <ul style="list-style-type: none"> • \$600.00 per fire or • \$175 per half-hour (30 minutes), for each fire fighting apparatus c/w 4 people; or crews of 8 people (excluding those people included with each apparatus). <p><u>NO</u> additional charge if transported by helicopter An apparatus is a fire service vehicle that carries wildland firefighting capability (includes pumpers, tankers and forestry trucks carrying portable firefighting equipment).</p>
Airtankers CL215/415 and Twin Otters	<p>Dispatch Fee of CL215/415 \$2900.00 per dispatch , Twin Otter \$1390.00 per dispatch, regardless of distance, for each aircraft on dispatch to an incident or fire</p> <p>CL215/415 \$2900.00 , Twin Otter \$1390.00 hourly rate per flying hour for each aircraft "over fire" (foam included)</p>
Aircraft - Birddog	Contract Aircraft \$550.00 per hour for every flying hour "over fire"
Helicopter	<p>Contract Helicopters Rates</p> <p>Light \$800.00 per hour , Medium \$2010.00 per hour , Heavy (calculated at time of hire)</p> <p>(flying calculated as "time over fire" only)</p> <p>(no charge if used just to transport MNR crews to fire)</p>
Supplies and Equipment	As per approved response plan for a specific fire

5(p)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2009 03 09

SUBJECT: **SALE OF 747 WELLINGTON STREET WEST
TO 2040653 ONTARIO INC.**

PURPOSE

The purpose of this report is to seek Council's approval in amending the conditions set out in the Agreement of Purchase and Sale dated November 7, 2008 regarding the sale of 747 Wellington Street West to 2040653 Ontario Inc.

COMMENT AND BACKGROUND

This parcel being acquired by 2040653 Ontario Inc. is part of a land assembly being put together by that company at the south west corner of Wellington St. West and Second Line. The condition date on some of the other deals has been extended to June 30, 2009. The real estate agent acting on behalf of the numbered company has asked that the City agree to the extension of the condition date to June 30, 2009.

RECOMMENDATION

It is recommended that the Amendment be approved setting out the conditional date to June 30, 2009 in order for 2040653 Ontario Inc. to arrange other properties involved in this project.

Yours truly,

Lorie Bottos

L. A. Bottos
City Solicitor
LAB/cf
Attachment

Council reports/reports2009/sale of 747 Wellington west amendment mar9.2009

Joseph M. Frati
RECOMMENDED FOR APPROVAL
Joseph M. Frati
Chief Administrative Officer

5(g)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L-323

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2009 03 09

SUBJECT: LICENCE RENEWAL – ONTARIO REALTY CORPORATION -
AIR QUALITY MONITORING STATION – 765 BONNEY STREET

1. PURPOSE

The purpose of this report is to seek Council's approval to renew a License of Occupation with Ontario Realty Corporation, acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure.

2. BACKGROUND

The Ministry of Energy and Infrastructure has been occupying 765 Bonney Street by way of a License of Occupation since June of 2008. The current license has expired and the Ontario Realty Corporation has requested that it be renewed for a further eleven months. The License is the same as the previous year with the exception that it now renews automatically annually.

3. ATTACHMENT

A plan showing the location of the monitoring station is attached.

4. RECOMMENDATION

A by-law authorizing the renewal of this License appears elsewhere on your agenda and is recommended for approval.

Yours truly,

Lorie Bottos

L. A. Bottos
City Solicitor
/sd

c.c. Susan Hamilton Beach
Land Development & Environmental Engineer

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

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

5(g)

160	2F
SF	SF
136	2F
T74	770
SF	SF

784-
McALLEN

126	SF
120	SF
118	SF
110	SF
100	SF
774	770
766	SF
99	105
109	111

784-
METZGER

92	HALL
88	VLSM
84	SF
80	SF
68	COM BOWLING
76	SF
74	770
69	75
87	81

784-
BONNEY

775	787	SF	87
SF	SF	2F	81
SF	SF	SF	79
SF	SF	SF	75
SF	2F	SF	69
774	770	76	65

PARKING
ASC

164	SF
158	LANDSCAPED YARD
152	2F
148	SF
130	SF
148	SF
130	SF
132	SF
124	SF
116	SF
106	SF
100	SF
106	2F
100	SF
733	728
731	SF
735	SF
135	SF
131	SF
123	SF

784-
LETCHER

124	2F
SF	SF
100	SF
106	SF
100	SF
732	724
602-035	SF
724	SF

92	SF
88	2F
84	SF
80	SF
76	SF
72	SF
733	729
725	SF
VL	79
SFM	SF
VL	SF
SF	75
T32	T24
SF	65

784-
CENTRAL

719	711	SF	SF
SF	SF	SF	SF
148	SF	SF	SF
134	SF	SF	SF
126	SF	SF	SF
122	SF	SF	SF
686	682	680	684

784-
STREET

687	681	SF	SF
SF	SF	SF	SF
114	118	120	SF
SF	SF	SF	SF
108	SF	SF	SF
106	SF	SF	SF
690	682	684	686

784-
STREET

685	681	SF	6
SF	2F	PRIVATE STORAGE GARAGE	81
68	680	SF	SF
7276	7278	SF	SF
68	682	SF	SF
7276	7278	SF	SF
684	686	SF	SF

784-
STREET

INTERIOR ACCESS DRIVE

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2009 03 09

Mayor John Rowswell
And Members of Council
Civic Centre

RE: BELLEVUE PARK LOCOMOTIVE

On July 24, 2006 Council passed the following resolution:

"Whereas the train in Bellevue Park has been determined to be unsafe under the Canadian Standards Association requirements for play equipment; and
 Whereas the suggestion to modify the existing train in order to meet the conditions of the Canadian Standards Association is not feasible;
 Now therefore be it resolved that City Council request that Parks Division research the cost of purchasing or creating playground equipment which resembles a train and meets the Canadian Standards Association requirements which could be placed near the existing train for use by children and that their findings be brought to a Council meeting a future date for consideration."

At the February 9, 2009 meeting, Council received a report from the Parks and Recreation Advisory Committee (PRAC) giving recommendations with regard to the Bellevue Park locomotive in order to preserve it for its historical significance in our community, and acknowledging that it should not be used as play equipment. The above resolution asks staff to explore options to provide playground apparatus that resembles a locomotive, while at the same time meeting all requirements of the Canadian Standards Association.

Available Options

Contact has been made with several manufacturers and suppliers of playground equipment. Attached are sketches of the equipment available that resemble locomotives. The first photo is a pre-manufactured unit from Blu Imp at an estimated cost of \$12,500 that can be ordered from their catalogue. Installed it would cost approximately \$16,500. It should be noted that it is not accessible for the physically challenged and the play stations on this unit are very similar to what is already available on other units in the playground area.

2009 03 09

Page 2

The second sketch shows a custom made unit that is accessible and is designed to replicate the existing locomotive. It is 38 feet long by 11 feet wide and the installed cost, complete with cushion tiles surrounding it is \$125,000. A smaller version, 24 feet long and 8 feet wide could be supplied and installed for \$73,000.

Discussion

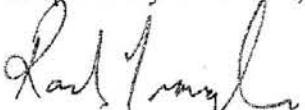
The City maintains 64 playgrounds throughout the city in various neighbourhood parks. Our existing annual capital budget of \$30,500 is for new equipment and replacement parts, making it a challenge to keep existing equipment upgraded and current in these parks. In addition, approximately \$300,000 of new playground equipment has been installed in Bellevue Park since 1998, both through donations by the Rotary Club and from the Park's Division capital budget. With this amount of equipment, the play needs of children in Bellevue Park appear to be well satisfied.

It is therefore difficult to recommend additional equipment be installed in Bellevue Park with the current budget funding. In the future if community service groups such as the Rotary Club wish to make playground equipment donations to the City, as done in the past, staff will discuss the possibility of donating equipment that resembles a train locomotive with them, at the time.

Recommendations

It is therefore recommended that playground equipment resembling a locomotive not be purchased at this time.

Respectfully submitted,



Randy Travaglini
Manager of Parks

Recommended for Approval



Patrick McAuley P.Eng
Commissioner

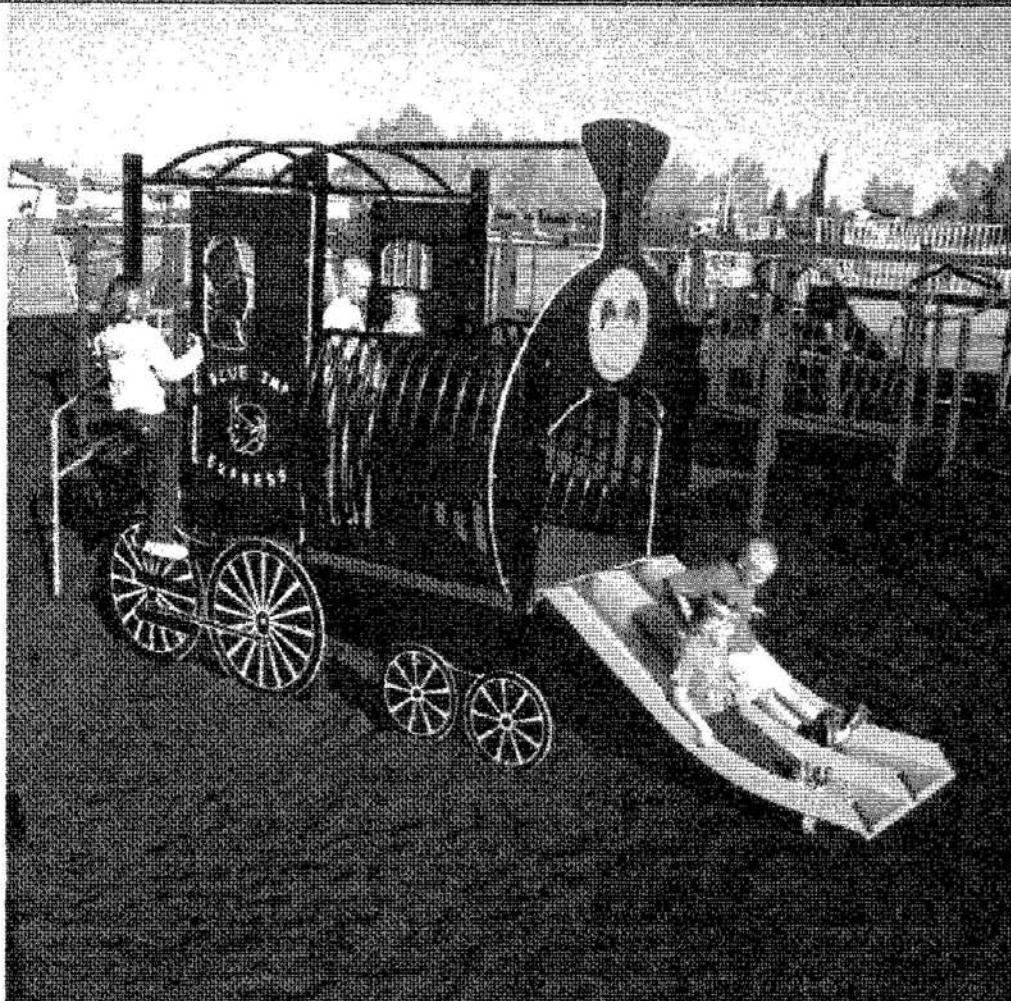
R.T.:cmr

\pw\DeptShare\Council 2009\Bellevue Park Locomotive

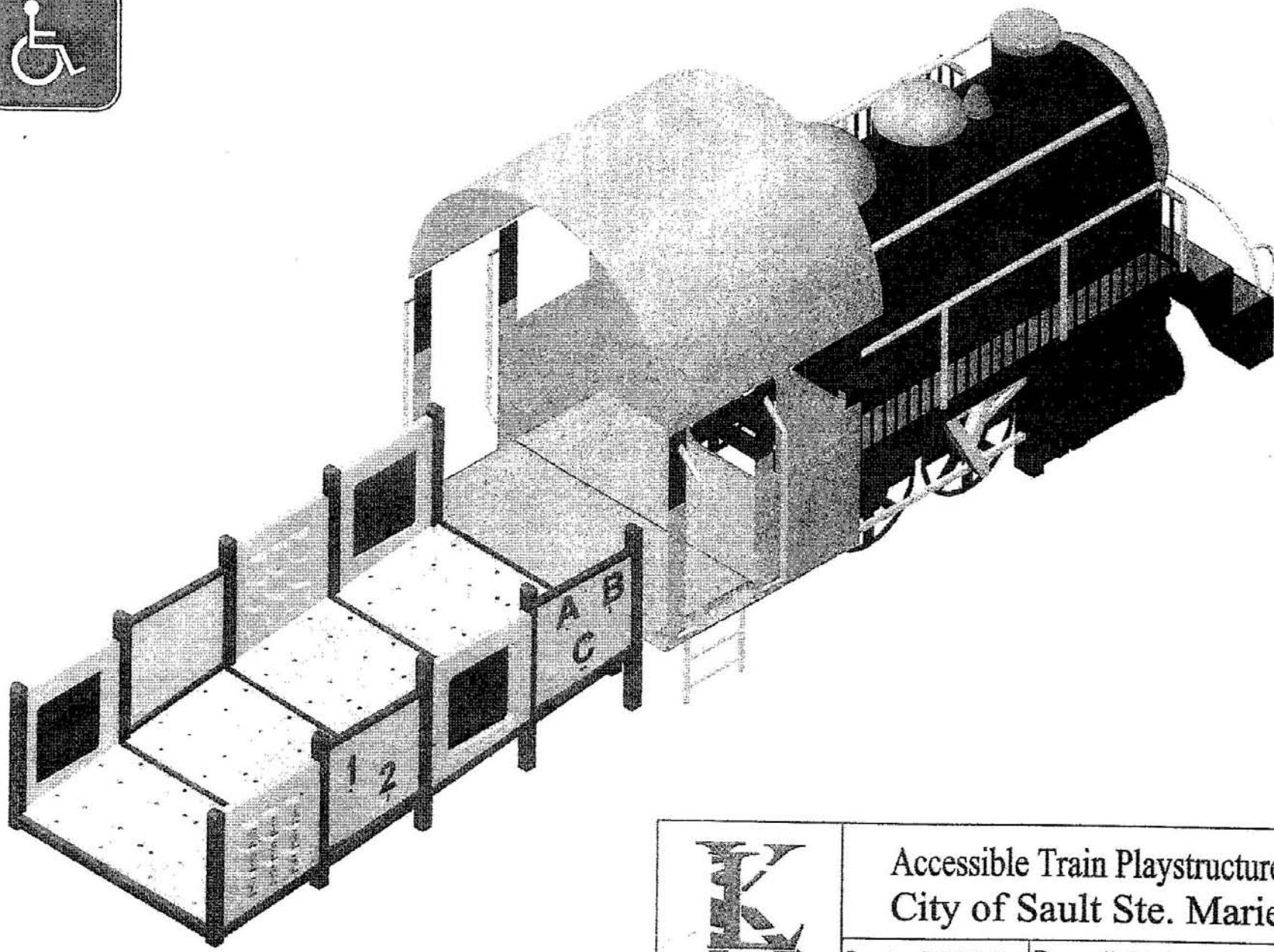
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



(1) 25



Accessible Train Playstructure
City of Sault Ste. Marie

Scale N.T.S. Dwg # 2008128z Rev. 7

Drawn By. A.W Date. Sept 4/08

5(s)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2009 03 09

Mayor John Rowswell
And Members of Council
Civic Centre

RE: NO STOPPING ZONE ON DENWOOD DRIVE

Public Works staff has been working with the principal of Grandview Public School and Police Services to reduce the traffic problems that develop on Denwood Drive adjacent to the school when school buses are present. It is recommended that no stopping zones be established on each side of the street, as described below. All parties are in agreement with these additional restrictions, including the residents who will have the new no stopping zone in front of their homes.

Accordingly it is recommended that the Traffic By-law 77-200 be amended:

Schedule D – No Stopping

<i>Street</i>	<i>Side</i>	<i>Between</i>	<i>Time</i>
Denwood Drive	West	North limit of civic #175 and south limit of civic #149	08:00 hrs to 09:00 hrs and 15:00 hrs to 16:00 hrs Saturdays and Sundays excepted September 1 to June 30
Denwood Drive	East	North limit of civic #176 and south limit of civic #150	08:00 hrs to 09:00 hrs and 15:00 hrs to 16:00 hrs Saturdays and Sundays excepted September 1 to June 30

Respectfully submitted,

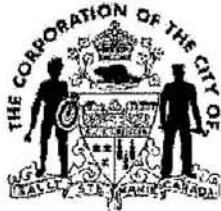
Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr
\pwt\DeptShare\Council 2009\No Stopping Zone on Denwood Drive

RECOMMENDED FOR APPROVAL

Joseph M. Frater
Chief Administrative Officer

James M. Elliott, P. Eng.
Deputy Commissioner



Public Works &
Transportation Department

2009 03 09

Mayor John Rowswell
And Members of Council
Civic Centre

**RE: REQUEST FOR STOP SIGN AT THE CORNER OF DENWOOD DRIVE
AND SIMON AVENUE**

On January 12, 2009 Council passed the following resolution:

"Resolved that the petition received by the City on January 7, 2009 from residents of Simon Avenue requesting sidewalk snow removal during the winter months and the placement of a stop sign at the corner of Denwood Drive and Simon Avenue be referred to the Commissioner of Public Works and Transportation for review and report back to Council."

The first part of this resolution was addressed in the report to Council on February 9, 2009 and the placement of a stop sign at the corner of Denwood Drive and Simon Avenue will be addressed in this report.

Discussion

A yield sign presently exists at the southwest corner of the intersection of Denwood Drive and Simon Avenue. Residents in the area are requesting that the yield sign be changed to a stop sign.

The accident history of this intersection indicates that there have been no accidents however, with the completion of Simon Avenue through to Glen Avenue, there has been an increase in the volume of traffic traveling through this area. In addition, there is an elementary school on Denwood Drive and with the housing development in this area there has been an increase in both vehicular traffic and pedestrian traffic at this tee intersection.

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2009 03 09

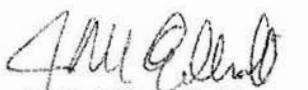
Page 2

Taking into account the increase in both vehicular and pedestrian traffic through this area it is felt by staff that a stop sign at the corner of Denwood Drive and Simon Avenue is warranted.

Recommendations

It is recommended that a "stop sign" replace the existing "yield sign" at the southwest corner of Denwood Drive and Simon Avenue.

Respectfully submitted,



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

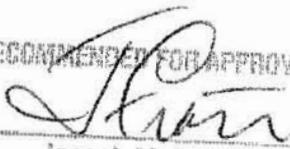
Recommended for approval,



Patrick M. McAuley, P. Eng.
Commissioner

JME:cmr

\pwt\DeptShare\Council 2009\Stop Sign at Denwood and Simon

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

6(6)(a)



2009 03 09

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-7-09-Z – Jeff Baker

SUBJECT PROPERTY:

Location – Located on the west side of Carufel Avenue, approximately 205m (673') north of its intersection with Douglas Street, civic no. 161 Carufel Avenue

Size – Approximately 27.4m (90') frontage x 33.5m (110') depth; 917m² (9,880 sq. ft.)

Present Use – Triplex

Owner – Jeff & Catherine Baker

REQUEST:

The applicant, Jeff Baker, is requesting a rezoning by way of a Special Exception to the "R.3" (Low Density Residential) zone in order to legalize the existing triplex.

CONSULTATION:

Engineering – No objections or comments

Legal – See attached letter

Building Division – See attached letter

Fire Services – No objection

PUC Services – No objection

CSD – No concerns

Municipal Heritage Committee – No concerns

PW&T – No comments or objections

Conservation Authority – See attached letter

Accessibility Advisory Committee – No comment

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 requesting a rezoning to legalize the existing triplex, which conforms to the Residential policies of the Official Plan.

Comments

The applicant, Jeff Baker is requesting a rezoning by way of a Special Exception to the "R.3" (Low Density Residential) zone in order to legalize the existing triplex, whereas the "R.3" zone only permits duplex dwellings. The subject property is a double lot. With approximately 27.4m (90') frontage and 33.5m (110') of depth, the lot is large enough to support the required 4 parking spaces, as well as ample outdoor amenity areas for residents. Based on the site plan attached, the property is accessed by a large double driveway along the south lot line, and a smaller driveway along the north wall of the existing building. The property is also bounded by a fence.

The character of the area is primarily single detached residential, although there are a number of converted duplexes, and the surrounding area is zoned "R.3" (Low Density Residential) zone, which permits among other things, duplex dwellings.

Although the third dwelling unit was illegally converted some time ago, it is worth noting that this application was not the result of a complaint, but rather an impending sale by the current owner/applicant. The applicant has also noted that the third dwelling unit existed when he purchased the property in 2005.

Correspondence from the Building Division (attached) notes that there is no record of when the third apartment was created. If it was established prior to October 1995, a Fire Code retrofit inspection will be required. If it was established after October 1995, Building staff will inspect the premises for Ontario Building Code compliance. Based on these inspections, further work may be required to bring the building up to standards. In order to ensure that the additional dwelling unit meets fire regulations, such requirements will be a condition of the rezoning.

The attached correspondence from the Sault Ste. Marie Region Conservation Authority notes that the subject property is under consideration of the Drinking Water Source Protection Program, as the property is within the potential groundwater recharge area, as well as the 5-year capture zone for the City's Goulais Municipal well. While residential pose a minimal threat to the

6(6)(a)

groundwater aquifer, the applicant is reminded that all chemicals and petroleum products should be stored on an impervious surface, and handled in a manner that reduces the risk of a spill.

Correspondence (attached) from the Legal Department notes a concern with approving a residential conversion which was contrary to the by-law, as it sends a message that one can ignore the by-law and once caught apply to Council for a rezoning. Any use of a property, building or structure that does not conform to the Zoning By-law is discouraged, including illegal conversions. Planning Division reviews all applications individually, from a land use perspective based on impact. Residential conversions and intensifications are generally encouraged where appropriate, as long as additional dwelling units can be supported without negatively impacting surrounding neighbours, and the overall character of the area. In this instance, the property is large enough to support a third dwelling unit, and off site impacts will be negligible. This is supported by the fact that since the conversion, Building Division has not received any formal complaints pertaining to the additional dwelling unit.

SUMMARY

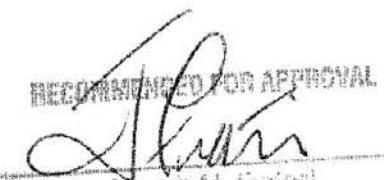
The request is to rezone the subject property in order to legalize the existing triplex, which was in existence when the applicant purchased the property in 2005. A review of the building file indicates that to date, there has not been a complaint with regards to the additional dwelling unit. The property is large enough to support a triplex, with ample room to accommodate on-site parking and outdoor amenity areas. This application is also consistent with Provincial Policy, which encourages appropriate residential intensification.

Planning Director's Recommendation

That City Council approve the request and rezone the property from "R.3" (Low Density Residential) zone to "R.3.S" (Low Density Residential) zone with a Special Exception to permit a triplex on the subject property subject to the following condition:

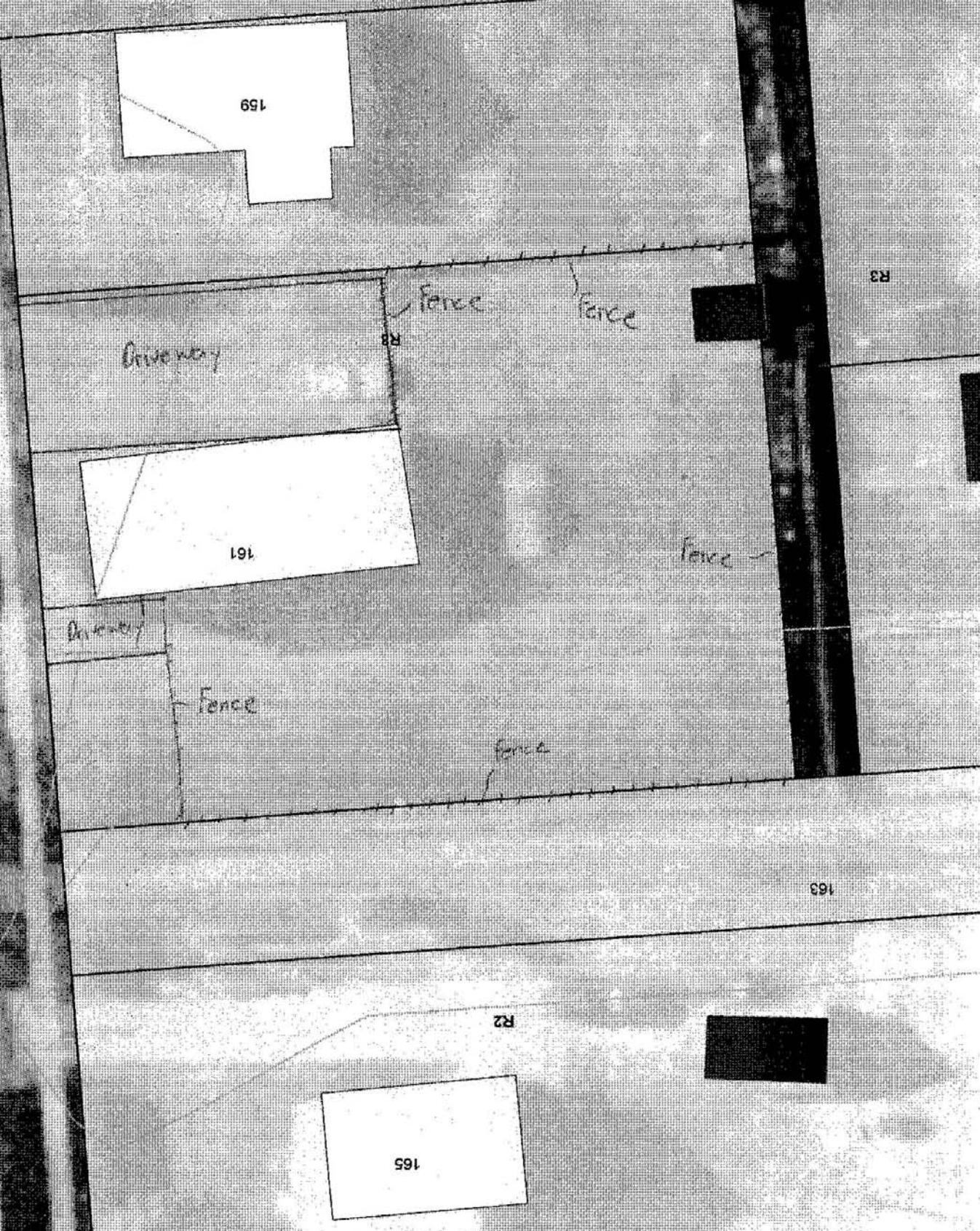
1. That the additional dwelling unit meets the Ontario Building Code in terms of fire safety.

PT/pms


RECOMMENDED FOR APPROVAL
Joseph M. Flaherty
Chief Administrative Officer

PUBLIC HEARING – 2009 03 09, Council Chambers, Civic Centre

6(6)(a)



6(6)(a)

Pat Schinners

From: Don McConnell
Sent: February 24, 2009 11:07 AM
To: Pat Schinners; Peter Tonazzo
Subject: FW: application A-7-09-Z-161 Carufel Ave.--(Baker)

From: Lorie Bottos
Sent: February 09, 2009 8:34 AM
To: Don McConnell
Subject: application A-7-09-Z--161 Carufel Ave.--(Baker)

Don: I think council should be reluctant to approve a conversion which was contrary to the bylaw. It sends the wrong message out to people, that message being that they can ignore the bylaw and if caught council will allow the rezoning.

Lorie Bottos
City Solicitor
City of Sault Ste. Marie
Phone (705) 759-5403
Fax (705) 759-5405

6(6)(a)

Peter Tonazzo

From: Don Maki
Sent: March 02, 2009 2:19 PM
To: Peter Tonazzo
Subject: Rezoning application A-7-09-Z

Hi Peter

We have no record of when the apartment was created at the above address If the apartment was established prior to Oct 1995, this building should have a Fire Code retrofit inspection done by the Fire Department. If the unit was established after that date then the property should be inspected by the Building Division to determine compliance to the Ontario Building Code. I would recommend that the rezoning of the property be conditional upon this matter being resolved.

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399



6(6)(a)

1100 Fifth Line East
Sault Ste. Marie, ON P6A 5K7
Phone: (705) 946-8530
Fax: (705) 946-8533
Email: nature@ssmrca.ca
www.ssmrca.ca

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

February 9, 2009

VIA FAX 541-7165

Conservation Authority Comments:

Application # A-7-09-Z
Jeff Baker
161 Carufel Avenue
Sault Ste. Marie

The subject property is NOT located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for 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 as it is within the Potential Groundwater Recharge Area as well as 5 Year Capture Zone Sensitivity Area.

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

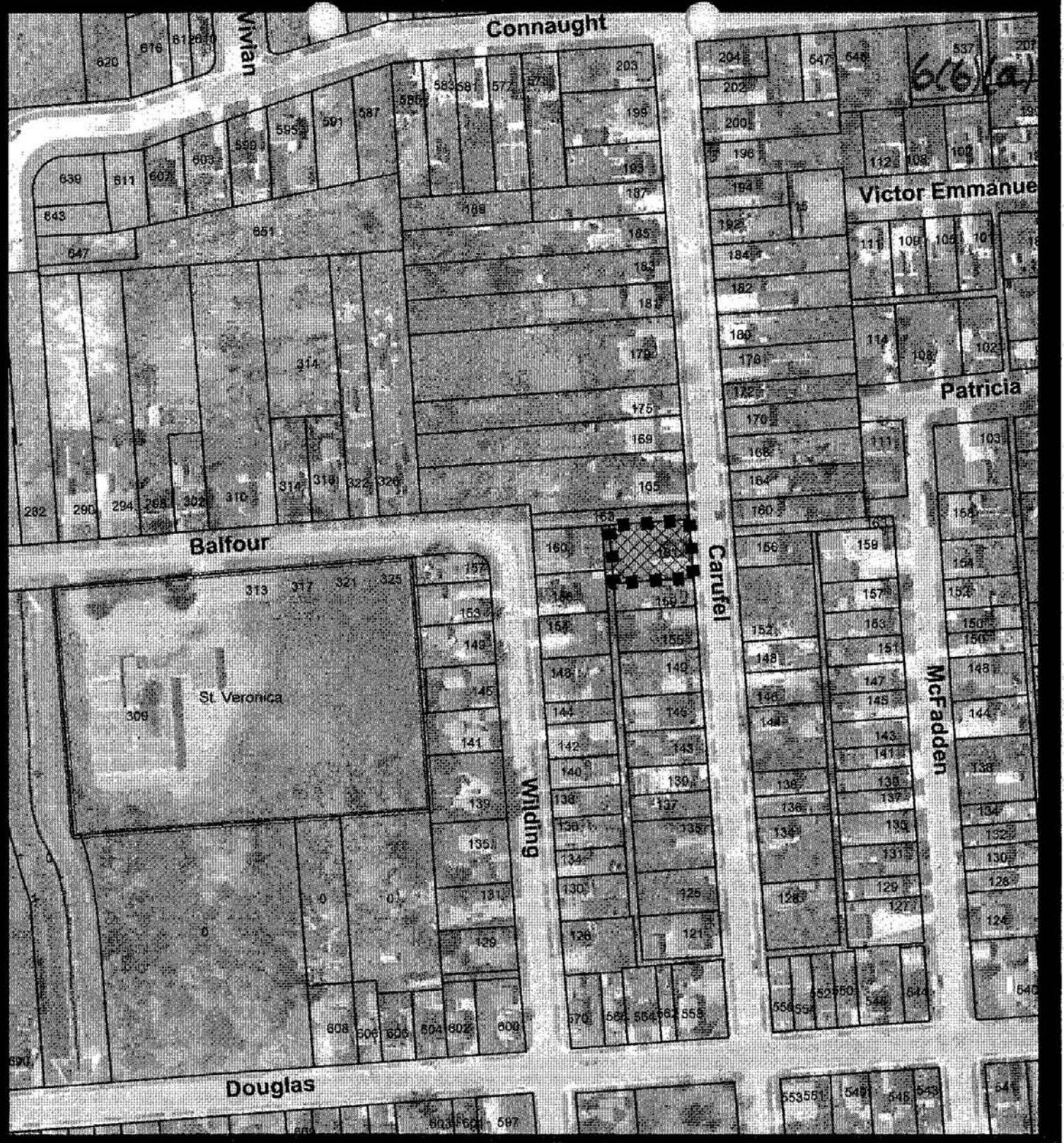
1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

Should you have any questions on our comments please contact our office.

Sincerely,

A handwritten signature in black ink that appears to read "Marlene McKinnon".

Marlene McKinnon
GIS Specialist



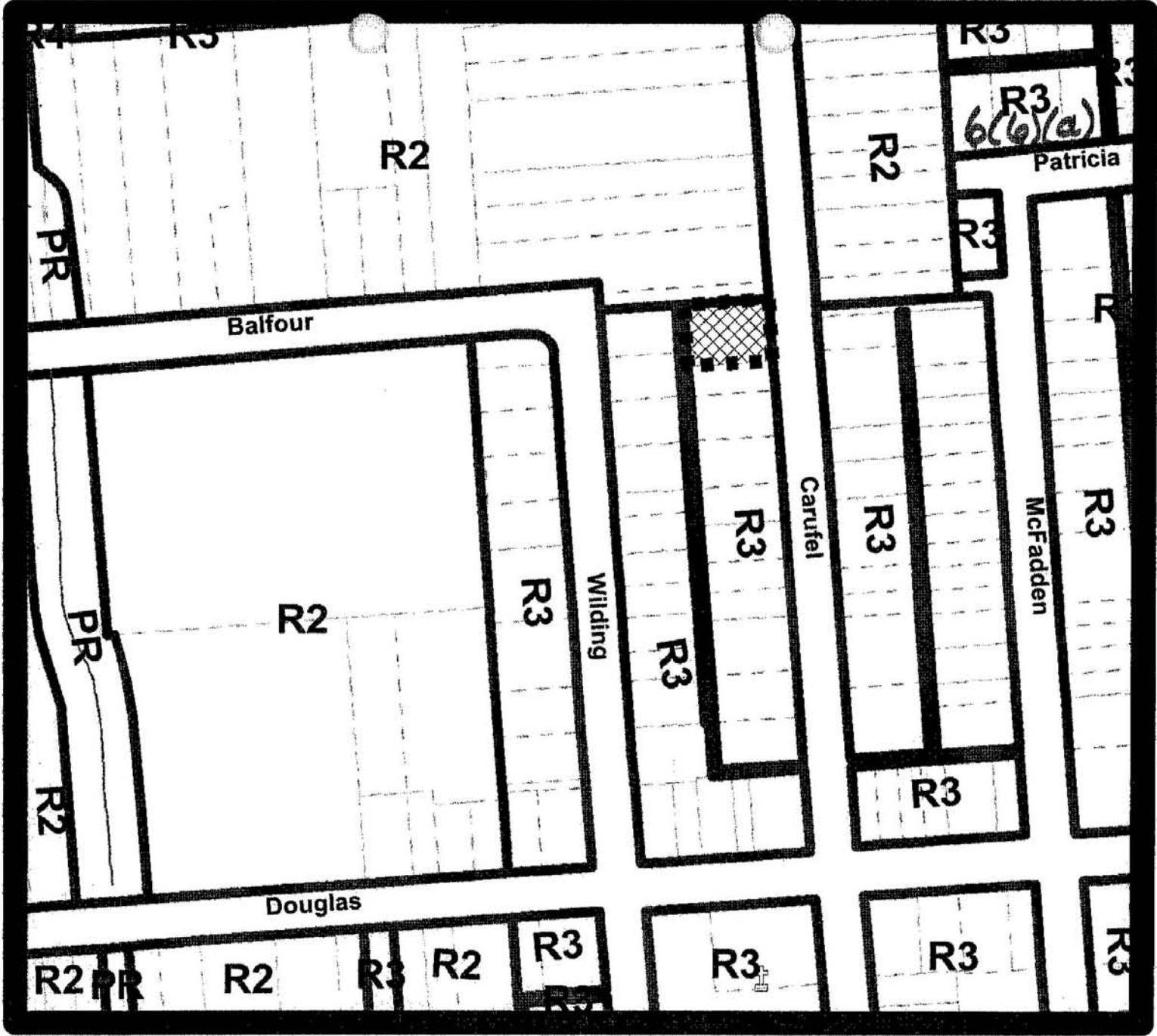
2004 ORTHO PHOTO APPLICATION A-7-09-Z



Metric Scale
1 : 2400

Maps
54 & 1-70

Mail Label
A7-09



EXISTING ZONING MAP

APPLICATION A-7-09-Z



Subject Property - 161 CARUFEL AVENUE

Metric Scale
1 : 2400

R2 - Single Detached Residential Zone

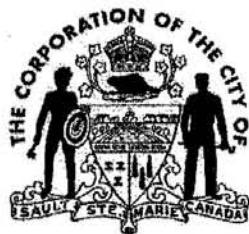
Maps
54 & 1-70

R3 - Low Density Residential Zone

Mail Label
A7-09

PR - Parks and Recreation Zone

6(6)(b)



2009 03 09

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-8-09-Z – Barbara & Joel Chisholm

SUBJECT PROPERTY: Location – Located on the west side of Allen's Side Road, approximately 220m (722') south of its intersection with third Line West, civic no. 741 Allen's Side Road
Size – Approximately 168m (551') frontage x 214m (702') depth; the irregularly shaped parcel is 3.4 ha (8.4 acres)
Present Use – Vacant Agricultural
Owner – Barbara Chisholm

REQUEST: The applicants, Barbara & Joel Chisholm are requesting a rezoning from "R.1" (Estate Residential) zone to "RA" (Rural Area) zone to permit the construction of a barn to house personal riding horses, in association with a rural residence.

CONSULTATION: Engineering – See attached letter
Building Division – See attached letter
Legal Department – No comments
Fire Services – No objection
PUC Services – No objection
CSD – No concerns
Municipal Heritage Committee – No concerns

6(6)(b)

PW&T – No comments or objections
Conservation Authority – See attached letter
Accessibility Advisory Committee – No comment

PREVIOUS APPLICATIONS

In 1980 as part of the Country Estates Subdivision, the subject property was reserved as a large block for future development. Subsequently, a number of pieces have been severed from the larger block.

Conformity with the Official Plan

The subject property is designated "Rural Area" on Land Use Schedule 'C' of the Official Plan. The rural area policies permit among other things, agricultural uses and the keeping of livestock, or in this case riding horses. Consequently, an amendment to the Official Plan is not required.

Comments

The applicants, Barbara and Joel Chisholm are requesting to rezone the subject property from "R.1" (Estate Residential) zone to "RA" (Rural Area) zone in order to permit the construction of a barn to house personal riding horses, in association with a rural residence.

Presently vacant, the subject property is irregularly shaped with approximately 168m (551') of frontage x 214m (702') depth; 3.4ha (8.4acres). The rear lot line is bounded by a creek. The abutting parcels to the north and south are presently vacant, and Country Estates Subdivision is located west of the subject property. The general character of the area is Estate Residential.

Based on the site plan attached, the applicants are proposing to erect the barn approximately 65m (213') west of Allen's Side Road, and 35m (115') north of the south lot line. The proposed residence will be constructed approximately 62m (203') north of the proposed barn.

Although the area is designated Rural Area in the Official Plan, nearby estate lots and residences should be protected from off-site impacts, namely odour and nutrient loading. The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) have developed a Minimum Distance Separation (MDS) Formula for new livestock facilities within existing built up areas. Although the applicant is currently proposing to locate 3 horses on the proposed property, the MDS formula was calculated using 4 medium framed horses, and the worst case scenario of outdoor uncovered manure storage. The Table below outlines

OMAFRA's Minimum Distance Separation calculations, the Rural Area Zone setbacks, and the setbacks proposed by the applicant.

Barn/Manure Storage Setback From:	MDS Requirement	Minimum Setbacks for Barn in the Rural Area Zone	Barn/Manure Storage Setbacks Proposed by Applicant
Nearest neighbour's dwelling (Across the Road on the east side of Allen's Side Road)	84m 275'	N/A	106m 348'
Type A land uses*	84m 275'	N/A	106m 348'
Type B land uses**	168m 550'	N/A	No Type B uses nearby
Nearest lot line	8m 27'	30m 98'	35m 115'
Nearest Road allowance	17m 55'	30m 98'	65m 213'

* Type A Land Uses – Rural Area uses, including Estate Residential

** Type B Land Uses – Sensitive areas, including lands with urban development potential, parks, and institutional uses.

Given the size of the subject property and the proposed barn location, OMAFRA's Minimum Distance Separation calculations are easily adhered to, and in most cases, the Rural Area zone building regulations are greater than the MDS requirements. Based on these calculations, the minimum setbacks required under Zoning By-law 2005-150, and the existing parcel fabric of the area, the estate residential development potential of nearby vacant lots will not be impacted by the proposed barn, horses or manure storage.

Correspondence from Engineering (attached) notes that the area is known to have a high water table, which may require among other things, importing substantial quantities of fill in order to construct a proper septic bed. Algoma Public Health must be contacted for information, and approval of the subsurface disposal system. Engineering also notes that pushing or dumping of any material down hillsides or into ravines is prohibited.

Building Division (correspondence attached) notes that if the 4 horses are over 1,500 lb. the applicants will require approval from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) prior to constructing the barn. The applicants have noted that the horses will be riding horses, and will be lighter than 1,500 lb. Further discussions with OMAFRA have indicated that where an agricultural operation results with more than 5 nutrient units, a Nutrient Management Plan will be required. Riding horses are described as 'medium framed', and equal to 1 nutrient unit each. The applicant's have noted that at this

point they do not envision more than 4 'medium framed' riding horses, totalling 4 nutrient units, and therefore not requiring a Nutrient Management Plan, or OMAFRA approval.

Correspondence from the Sault Ste. Marie Region Conservation Authority attached notes that the subject property is under the Authority's jurisdiction, and a permit will be required prior to any site alteration or development. There are 2 streams on the subject property that have been identified as fish habitat within the Official Plan. The Conservation Authority's correspondence also notes that the subject property is in an area under the consideration of the Drinking Water Source Protection Program. The property is located within the potential groundwater recharge area, and as such, safeguards for the proper storage of any petroleum or chemical products should be instituted on-site. The applicant is aware of these requirements, and the SSMRCA's permit process.

SUMMARY

The subject property is large, and based on the applicant's proposed barn location, OMAFRA's Minimum Distance Separation standards are achievable. Consequently, negative impacts to nearby residents, as well as the future estate residential development potential of the area will be minimal.

Given the Minimum Distance Separation Criteria, and the requirements of the Nutrient Management Act, it is appropriate to rezone the subject property by way of a Special Exception to ensure that all applicable regulations are adhered to.

The creeks and ravines located along the western edge of the property can be protected via provisions set out by the Conservation Authority, through a permit which will be required prior to the issuance of a building permit. The applicants are also aware that approval from Algoma Public Health is required for the proposed septic system.

Planning Director's Recommendation

That City Council approve the application and rezone the subject property from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit the construction of a barn, and the keeping of not more than 4 riding horses only, in addition to those uses permitted in the "R.1" zone and subject to the following provision:

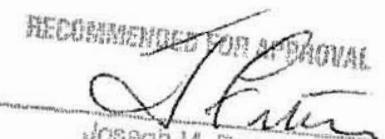
1. In addition to the minimum setback requirements outlined under the Rural Area zone, the proposed barn shall be located a minimum of 84m (276') from the nearest dwelling

6(6)(b)

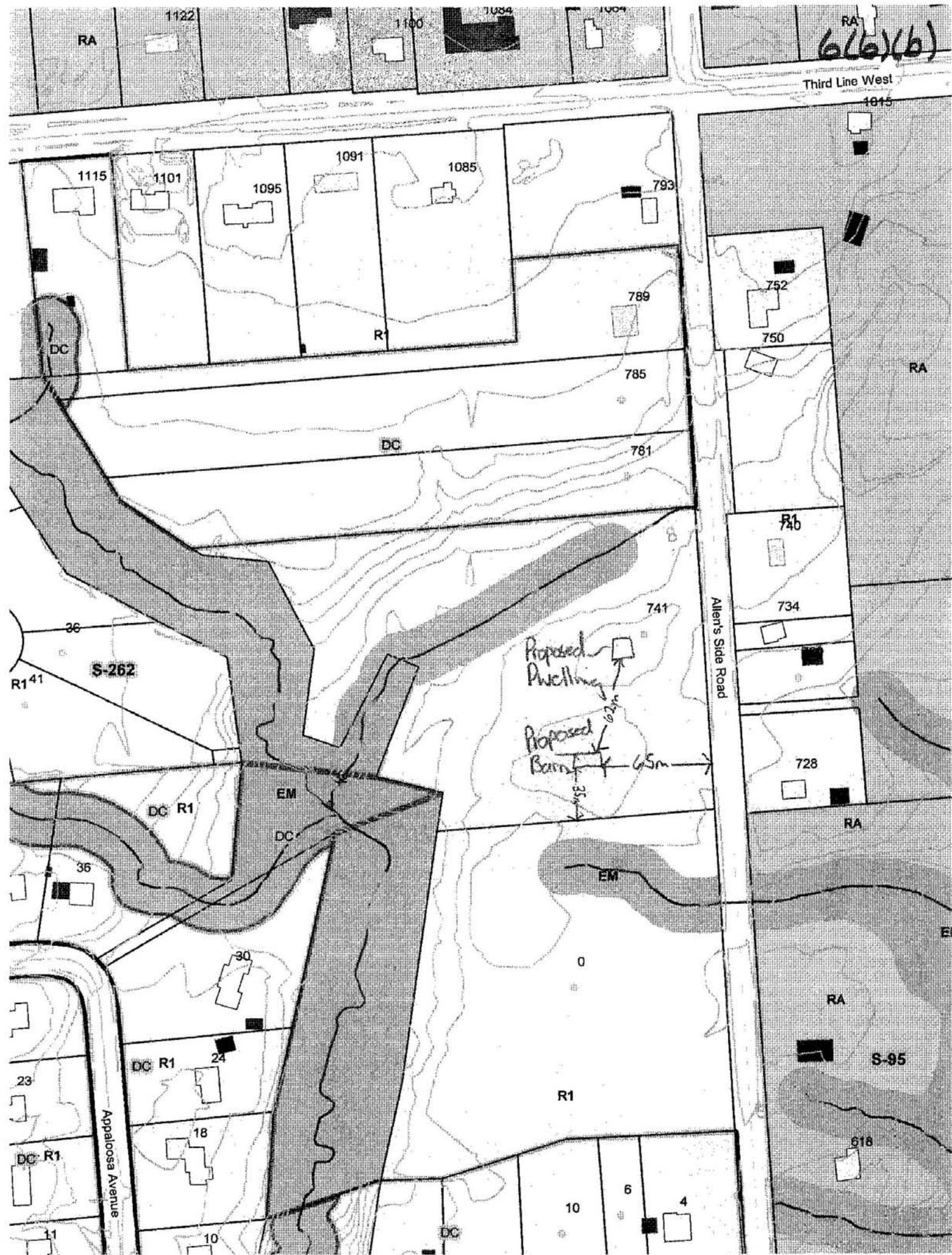
2. Manure storage shall be a minimum of:
- (a) 84 m (276') from the nearest neighbour's dwelling
 - (b) 8m (26') from the nearest lot line
 - (c) 17m (56') from Allen's Side Road

PT/pms

PUBLIC HEARING – 2009 03 09, Council Chambers, Civic Centre

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\8-09-Z.doc



Minimum Distance Separation II (MDS II) Report

Application Date: 26-Feb-2009

File Number:

Preparer Information

Peter Tonazzo
 Sault Ste. Marie
 99 Foster Dr.
 Sault Ste. Marie
 ON, Canada P6A 5X6

Calculation #1

Contact Information

Barbara and Joel Chisholm
 Sault Ste. Marie
 741 Allen's Side Road
 Sault Ste. Marie, ON, Canada

Farm Location
 District of Algoma
 City of Sault Ste Marie
 Geotownship: AWENGE

Manure Form	Type of Livestock/Material	Existing Capacity	Existing NU	Total Capacity	Total NU	Estimated Barn Area
Solid	Horses; Medium-framed, mature; 227 - 680 kg (including unweaned offspring)	0	0.0	4	4.0	93 m ²

Manure/Material Storage Type: V3. Solid, outside, no cover, >= 30% DM

Building Base Distance 'F' (A x B x C x D): 84 m (275 ft)
 Storage Base Distance 'S': 84 m (275 ft)

Factor A (Odour Potential): 0.7
 Factor B (Nutrient Units): 150
 Factor C (Orderly Expansion): 1.1400
 Factor D (Manure/Material Type): 0.7
 Total Nutrient Units: 4

Description	Multiplier	Required Barn Setback	Actual Barn Setback	Required Storage Setback	Actual Storage Setback
Nearest neighbour's dwelling	1.0	84 m 275 ft		84 m 275 ft	
Type A land uses	1.0	84 m 275 ft		84 m 275 ft	
Type B land uses	2.0	168 m 550 ft		168 m 550 ft	
Nearest lot line (side or rear)	0.1	8 m 27 ft		8 m 27 ft	
Nearest road allowance	0.2	17 m 55 ft		17 m 55 ft	

Signature of Preparer:

Peter Tonazzo
Peter Tonazzo, Sault Ste. Marie

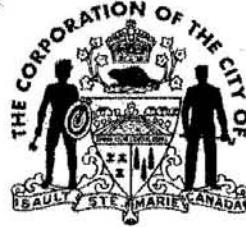
Date: Feb 26/09

NOTE TO THE USER:
 The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) has developed this software program for distribution and use with the Minimum Distance Separation (MDS) Formulae as a public service to assist farmers, consultants, and the general public. This version of the software distributed by OMAFRA will be considered to be the official version for purposes of calculating MDS. OMAFRA is not responsible for errors due to inaccurate or incorrect data or information; mistakes in calculation; errors arising out of modification of the software, or errors arising out of incorrect inputting of data. All data and calculations should be verified before acting on them.



Ontario

6(6)(b)



2009 02 12
Our File: A-8-09-Z & 1.466



MEMO TO: Don McConnell, MCIP, RPP
Planning Director

FROM: Catherine Taddo, P. Eng.
Municipal Services Engineer

SUBJECT: APPLICATION No. A-8-09-Z
741 ALLEN'S SIDE ROAD
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

The Engineering Department has reviewed the above noted application, and has the following comments:

- This parcel was originally part of the Country Estates Subdivision with an Agreement executed in 1981, and was reserved as a large block for future development. A subsequent severance application was submitted and approved, which resulted in the creation of 741 Allen's Side Road. It was indicated in the original information to purchasers of the Subdivision that due to the high ground water table, detailed field measurements will be required for the design of the septic tank and tile fields. In addition, comments supplied by Algoma Public Health for the severance application, indicated that up to 1.6 m of fill would be required in the area of any future sewage disposal systems. Algoma Public Health should be contacted for information regarding subsurface disposal system approvals for this lot.
- Pushing or dumping of any material down hillsides or into ravines is prohibited.
- A one foot reserve was originally established along the eastern boundary of the subject property. However, this block, known as Block 77, M-420, was assumed under By-law 90-316 and registered December 14th, 1990, as Instrument No. 173940.

If you require anything further please, contact me.

Sincerely,

A handwritten signature in black ink that reads "C Taddo".

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Jim Elliott, P. Eng.

6(6)(b)

Pat Schinners

From: Don Maki
Sent: February 06, 2009 3:41 PM
To: Don McConnell; Pat Schinners
Subject: 741 Allen's Side Rd Rezoning application A-9-09-Z

Hi Don

I have no comments on the attached application other the owners need to be advised that if the 4 horses are over 1,500 lbs they will need approval from the Ministry of Agriculture to erect a barn.

Don Maki CBCO
Chief Building Official
Building Division
Engineering and Planning
705-759-5399



66(b)

1100 Fifth Line East
Sault Ste. Marie, ON P6A 5K7
Phone: (705) 946-8533
Fax: (705) 946-8533
Email: nature@ssmrca.ca
www.ssmrca.ca

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

February 23, 2008

VIA FAX 541-7165

Conservation Authority Comments:

Application # A-8-09-Z
Barbara and Joel Chisolm
741 Allen's Side Road
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. A permit is required.

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

Therefore the following recommendations on the rezoning application from the Drinking Water Source Protection are offered (during and after construction):

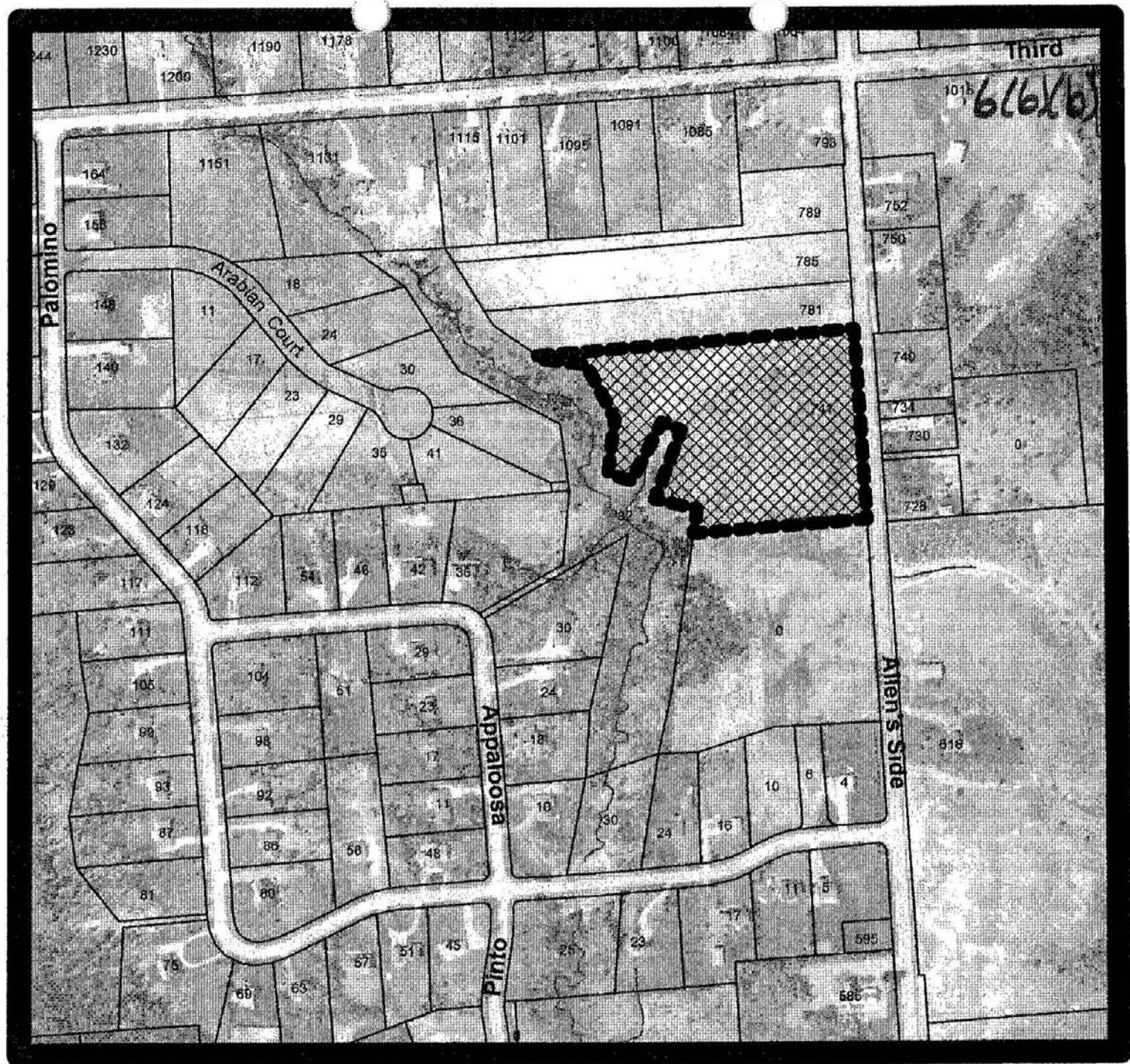
1. Safeguards for the proper storage of any petroleum products are instituted on site.
2. Safeguards for the proper storage of any chemical products are instituted on site.

Should you have any questions on our comments please contact our office.

Sincerely,

A handwritten signature in black ink that appears to read "Marlene McKinnon".

Marlene McKinnon
GIS Specialist



2004 ORTHO PHOTO

APPLICATION A-8-09-Z

Metric Scale
1 : 5000

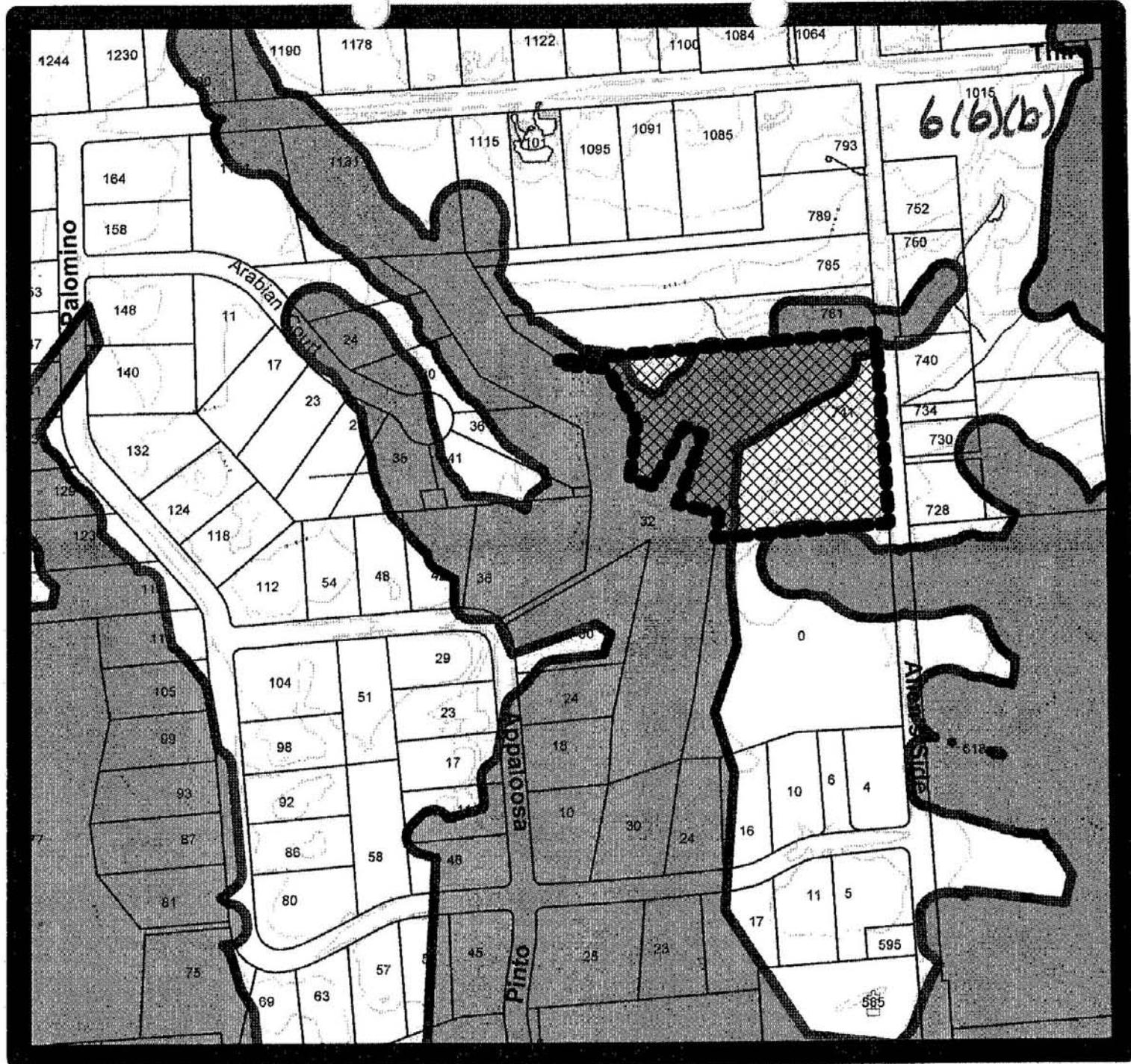


Maps
90 & 1-103



Subject Property 741 ALLENS SIDE ROAD

Mail Label
A8-09

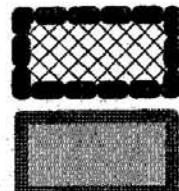


CONSERVATION AUTHORITY REGULATED AREA

Metric Scale S
1 : 5000

APPLICATION A-8-09-Z

**Maps
90 & 1-103**



Subject Property 741 ALLENS SIDE ROAD

Mail Label
A8-09



EXISTING ZONING MAP

APPLICATION A-8-09-Z

Subject Property 741 ALLENS SIDE ROAD

Metric Scale
1 : 5000

R1 - Estate Residential Zone

Maps
90 & 1-103

RA - Rural Area Zone: RAhp

Mail Label
A8-09

EM - Environmental Management Zone

S-Number = Special Exception Bylaw 2005-151

7(d)

THE WINDSOR STAR

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Digital Products

Recycling markets nose-dive

Stockpiling may be way to avoid selling at low prices

Gary Rennie, Windsor Star

Published: Tuesday, November 25, 2008

ESSEX - Windsor and Essex County's recycling program is facing an estimated \$2.4-million drop in revenue for 2009 from a total collapse in prices for most blue box items in just the last few weeks.

Waste authority manager Todd Pepper said Monday it's the biggest fall in prices for items like plastic, aluminum, steel and paper that he's seen in a 15-year career.

"We have never seen prices like this," Pepper said. "I hope they've hit rock bottom."

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[BOOKMARK](#)

The slumping world economy and fall in the price of oil are key factors in the collapse of recycling markets, Pepper said.

Only 10 days ago, the authority sold a tonne of PET (polyethylene terephthalate) plastic for \$473 and now it's down to \$44 a tonne, Pepper said.

Lower oil prices make it cheaper to manufacture plastics from crude as opposed to recycled plastics, he explained.

7(d)

Recycled newspapers that sold in the spot market for \$180 a tonne are now fetching \$55 a tonne, he added.

The waste management authority does have a long-term contract for half of its newsprint at \$70 a tonne, which will cushion the blow somewhat, Pepper said.

Leamington Deputy Mayor Rob Schmidt said temporary stockpiling of the most valuable commodities -- like aluminum, which fetches more than \$2,000 a tonne -- might make sense until prices rebound.

"We're forced to recycle by provincial law," said Schmidt, a waste authority board member. "We can't stop recycling."

The authority's 2009 budget was already shaping up as a difficult one with a \$1.4-million deficit projected a month ago.

But Pepper said the figures used a month ago to project that deficit are now too optimistic. He said he's scaled back recycling revenue projections from \$4.3 million to \$1.9 million for the authority's next budget session in early December.

Tap reserve funds

Schmidt said the authority does have reserve funds, which can be tapped for 2009. "It's going to be a difficult budget, that's for sure," he said.

Along with use of reserve funds, Schmidt said a mix of options, such as an increase in tipping fees for municipalities and an end to free residential waste drop-off at the transfer stations would likely be needed.

The waste authority has a rate stabilization reserve fund of \$2.3 million as well as \$1.4 million in a reserve from the sale of the county's recycling truck fleet. Schmidt didn't like the idea of wiping out those reserve funds entirely for 2009.

But Pepper said it's unrealistic to expect a quick recovery for recycled materials for the next 12 to 18 months.

The overall economy has to improve, Pepper said. If fewer cars, trucks and airplanes are being made, there's less demand for aluminum and steel, he said.

FALL IN DEMAND

That fall in demand across North America has an impact on the province's 200 municipal recycling programs, Pepper said.

Some aluminum refineries and paper mills are extending Christmas shutdowns, reflecting the drop in demand, Pepper said. China is buying less steel and paper as well, he said.

The province is renegotiating agreements for private sector support of recycling that could ease the burden for municipalities, but it's unlikely there'll be any changes until 2010, Pepper said.

The authority's budget for 2009 is expected to be around \$22.7 million. The city and seven county municipalities pay \$90.50 a tonne to dump residential garbage at the regional landfill.

Windsor alone sends about 57,000 tonnes of municipal garbage to the landfill.

Greater Toronto

TORONTO STAR

SECTION GT
SATURDAY
FEBRUARY 7, 2009
thestar.com

\$4,000,000,000

WASTE MANAGEMENT

Low trash price leaves mess for cities

Demand for recyclables plunges, slicing income municipalities count on for waste management

MOIRA WELSH
ENVIRONMENT REPORTER

Millions of dollars will be lost to cities across Greater Toronto as blue bin recycling market prices crash.

The value of plastic bottles, aluminum, steel, glass and paper has dropped by more than 50 per cent since the fall, when the market for recyclables took a direct hit from the global recession.

"In terms of the severity of the drop, and the quickness of the drop,

this is the most dramatic thing we have seen in living memory," said Andrew Pollock, director of waste management for Niagara Region.

As a result, the brokers who find buyers for pop cans, juice jugs and cardboard boxes for municipalities are forced to sell at vastly lower prices. A mixed "basket" of blue bin items worth more than \$140 last summer sells for roughly \$40 today. When the market will improve is anyone's approximation.

Unabated consumerism, the precursor to the economic meltdown, accounted for the high value of recycled goods over the past five years. Today's worldwide recession translates into less shopping — and that means manufacturers need,

for example, fewer recycled cardboard packages.

Yet municipalities depend upon the money from the sale of recyclables to help pay for the programs that divert garbage from landfills, a

Less consumerism creates lower demand for blue bin staples such as cardboard

shift that saves money and plays a huge role in the greening of cities.

Toronto says its revenues for 2009 will probably drop from \$20 million to \$10 million. Geoff Rathbone, of Toronto's solid waste depart-

ment, said that if those losses cannot be offset by other cost savings, the revenue decline could lead to a \$5 or \$10 increase in the city's residential garbage user fees.

Durham Region expects its 2009 revenue will drop from \$4 million to \$2 million. "And that is taking an optimistic view," said works commissioner Clifford Curtis.

The region will cancel projects that would have modernized recycling processing centres and added washrooms so workers don't have to use portable outdoor toilets.

While the market for high-value items like aluminum cans has slowed, demand for blue bin cast-offs like blister packaging, plastic toys and messy peanut butter jars

has all but disappeared.

As a result, Niagara Region turned to incineration — a controversial subject in Ontario, although high-tech facilities are widely used throughout Europe.

The region began what will be a 75-tonne-per-month shipment across the border to Niagara Falls, N.Y., where it is incinerated at Covanta Energy, Pollock said.

It is a money-losing option because the region has to pay Covanta but, Pollock said, in the short term it is cheaper than using a landfill.

Stories abound of municipalities across North America stockpiling items that cannot be sold, but those

RECYCLING continued on GT2

(Pd)

Recycling woes create income mess

RECYCLING from GT1

interviewed say the pre-Christmas glut has lightened and goods are slowly moving just at lower values. Peel and York Regions both said they have lost half their revenues from recycling, and are looking for new markets.

Glenda Gies runs Waste Diversion Ontario, the corporation that oversees recycling programs for the province. Two weeks ago, Gies sent a letter of advice to municipal leaders after many worried they would have to stockpile their goods in warehouses.

She told them to keep moving materials even if they had to accept a lower price. If a buyer could not be found for degradable products like paper, Gies recommended it be composted. "At least it is still being diverted (from landfill)," she said.

6 This is part of a global economic meltdown

JAKE WESTERHOF,
CANADA FIBRES LTD.

The fluctuations of recycling commodity prices can predict a recession six months in advance, because the market is so sensitive to signals of change, Gies said.

"You can also tell when it will pick up again."

Prices inched upward in January, says Toronto's Rathbone, leaving him optimistic. But others are not — including the broker who markets Toronto's paper.

"It certainly doesn't mean there is a great recovery," said Jake Westerhof, of Canada Fibres Ltd. "This is part of a global economic meltdown. We're going to be a while in this sort of malaise before we come out of it."

The downturn is so deep that the



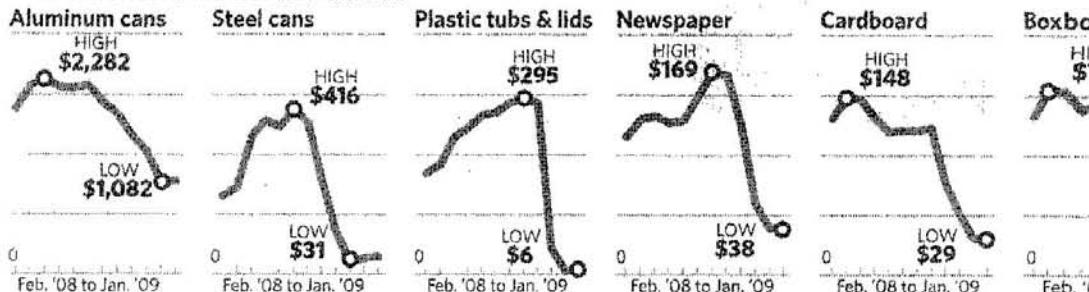
AARON HARRIS/TORONTO STAR

Load operator Calvin Holder sorts through recycling materials at the Dufferin Processing Facility in Toronto.

Battered blue bin

Municipalities are searching for ways to control costs as the economic slowdown depresses the price for the recyclable goods collected from residents. Here's a look at how prices have dropped.

PRICE PER METRIC TONNE/CANADIAN DOLLARS



SOURCE: CSP (Corporations Supporting Recycling)

TORONTO STAR

centre is uncertain. The France-based Rebutts Solides Canadiens announced in late January that even with a major cash injection from the provincial government, the company may be forced to close the plant.

Despite the economic turmoil, the feel-good act of placing waste in the blue bin is unlikely to change.

Ben Bennett, spokesperson for the Municipal Waste Association, which held a conference last week helping municipalities and companies deal with the downturn, said

"If you are going to compare the cost of recycling, it is still very competitive compared to the environmental costs," Bennett said.

Limited landfill space means that cities like Toronto are devoted to high diversion rates (70 per cent by 2010). Diversion removes thousands of tonnes from the garbage stream, sending those items instead to companies that can turn plastics into carpeting, or cardboard into shiny new packaging.

That said, the loss of revenues is intensifying political pressure on

producers of blue bin items to pay the full cost of operating the program. Currently, taxpayers pay 100 per cent of the blue bin program, which, province-wide, cost \$155 million in 2008. The city's net cost was \$10 million.

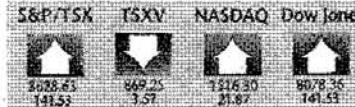
"I will guess what it might be," Rathbone said.

Durham Region's Councillors are pushing for the blue bin program to be paid for entirely by producers.

"If the producers of the program pay the full cost of the program, it wouldn't matter what the community thinks," Rathbone said.

BUSINESS

THE SAULT STAR



Figures as of market close Tuesday.

WEDNESDAY, FEBRUARY 4, 2009 A9

Value of recycled goods plummets along with other commodities

By Michael Oliveira
THE CANADIAN PRESS

TORONTO — Watching the prices of used pop cans and newspapers plummet has become about as painful for municipalities as the stress investors are feeling over their battered stock portfolios.

The value of recycled materials has plummeted along with other commodities prices in recent months, and some municipalities are now getting just pennies on the

dollar for selling their reusable waste — if they're lucky.

The going rate for plastic tubs and lids is down 98 per cent from the high of about \$295 a tonne. They now bring in only \$6.

Steel cans are only worth 10 per cent of what they were not long ago, and newspapers — which make up the bulk of what municipalities collect from recycling programs — are currently on sale for about 75 per cent off.

In some cases, municipali-

ties are actually paying to get rid of their recycled materials because buyers have become increasingly scarce as the economy's worsened, said Ben Bennett of the Association of Municipal Recycling Coordinators, based in Guelph, Ont.

"At one point China was like this big vacuum cleaner that would come around world markets and just suck up whatever was available ... they wanted anything they could get," Bennett said.

The Association of Municipalities of Ontario, Steward-

ship Ontario and Waste Diversion Ontario recently sent a letter to the province's mayors and councils recommending that they take whatever they can get for their recycled materials, and even consider taking a loss if necessary.

Materials can always be stockpiled until the markets improve but that option is not being recommended, since recycled goods will continue to accumulate in the meantime and there's no way of knowing when prices will rebound, said Waste Diversion

Ontario executive director Glenda Giles.

"Because consumers are just not buying as much, the manufacturers aren't making as much, and the markets don't have buyers for their products — the dominos are just falling back," she said.

"Trying to predict when that will (stop) happening is very challenging."

She said the problem of declining recycling revenues isn't unique to Canada and is being felt around the world.

Inevitably, the municipali-

ties' pain will be passed on to homeowners through their property taxes, especially if prices stay low for a long time.

The burden of higher recycling costs being shouldered by cities and towns — and their taxpayers — reinforces the need for packaging to be reduced and for the corporate world to take a greater responsibility in dealing with the waste it creates, said Pat Vanini, executive director of the Association of Municipalities of Ontario.

(P)L

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-42

AGREEMENT: (E.3.4.4) A by-law to authorize an amended agreement between the City and M. R. Wright & Associates Co. Ltd. for the provision of engineering services for the Sussex Road Bridge.

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 amended agreement in the form of Schedule "A" hereto dated the 17th day of November, 2008 between the City and M. R. Wright & Associates Co. Ltd. for the provision of engineering services for the Sussex Road Bridge.

2. **EFFECTIVE DATE**

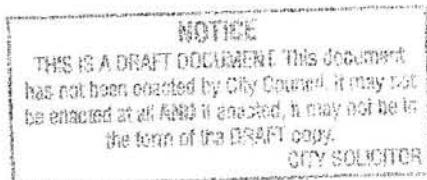
This by-law takes effect as of November 17th, 2008.

READ THREE TIMES and PASSED in open Council this 9th day of March, 2009.

MAYOR – J. ROWSWELL

CLERK – DONNA P. IRVING

DH \Bylaws\2009\2009-42 M R Wright Agrt



10(a)

SCHEDULE "A"

M.E.A./C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2008

MUNICIPAL BRIDGE DESIGN
SUSSEX AVENUE REPLACEMENT
THIRD LINE WEST CULVERT REPLACEMENT

AMMENDED February 10, 2009

AGREEMENT CONTENTS

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10(a)

- 1 -

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 17th, day of November

A. D. 2008

AS AMMENDED February 10th, 2009

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to replace Municipal Bridge No. 27 – on Sussex Avenue, in the City of Sault Ste. Marie, Ontario.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

The services to be provided by the Consultant 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 Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.3 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 Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

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

The Client shall 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 Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant 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 Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08**Changes and Alterations and Additional Services**

With the consent of the Consultant 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 Consultant 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 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09**Suspension or Termination**

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

1.10**Indemnification**

The Consultant 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, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense 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 negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11**Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

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 Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.3.

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 Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 10% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

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

1.20 Confidential Data

The Consultant 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. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

The Client shall not divulge any specific form, report or electronic version thereof that may be reproduced by a third party deemed a competitor of the Consultant. The Consultant acknowledges that the information contained within the final submission is deemed information for the general public and domain.

1.21**Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or 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 Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22**Time**

The Consultant 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.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, 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 Consultant.

1.23**Estimates, Schedules and Staff List****1.23.1****Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees 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 hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant 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 Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2**Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

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

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

1.23.3**Monthly Reporting of Progress**

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

1.24**Additional Conditions**

ARTICLE 2 – SERVICES (AMMENDED)**Part A – Sussex Ave Bridge Design**

MRW agrees to provide the following services;

- Design of the Sussex Avenue Crossing including all design calculations and briefs in accordance with the Canadian Highway Bridge Design Code, CAN/CSA S6 current edition.
- Preparation of Issued for Tender Drawings, Issued for Construction Drawings and As-Constructed Drawings
- Obtain all approvals and permits
- Complete Schedule A+ Municipal Class EA
- Obtain Topography details

Part B – Third Line West Culvert Monitoring and Replacement Design:

- Design of the Third Line West at Bennett Creek Crossing including all design calculations and briefs in accordance with the Canadian Highway Bridge Design Code, CAN/CSA S6 current edition.
- Preparation of Issued for Tender Drawings, Issued for Construction Drawings and As Constructed Drawings
- Obtain all approvals and permits
- Complete Schedule A+ Municipal Class EA
- Obtain Topography details and provide continued monitoring of the structure with recommendations for the continued safe operation of the crossing prior to structure replacement.

Part C – Specifications and Tendering:

- Complete necessary tender documents and specifications.
- Publicly advertise tender on or about April 25th 2009
- Allow for a four week tendering period, and provide recommendations for a tender award.

EXCLUSIONS

The Client shall provide the consultant all relevant details regarding subsurface conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependant on the information available the Consultant may require additional studies. The Consultant shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Consultant necessitates additional staff or services, the Consultant 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 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of section 1.08.

ARTICLE 3 - FEES AND DISBURSEMENTS (AMMENDED)**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **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**

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2 Part A & B. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:	Hourly Rate:
Principals and Executives	\$130 per hour
Intermediate Engineer	\$115 per hour
Draftsmen	\$85 per hour
Technician	\$65 per hour
Administration	\$40 per hour

These rates will be fixed for the duration of the project.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Consultant'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.

3.2.2 Upset Limit

For that part of the Services described in Article 2 Part A, B, and C an upset limit of \$63,000 (\$35,000 + \$28,000) excluding taxes and disbursements shall be established.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, 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 transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.3.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$40 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.

3.2.3.2 Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of disbursements. The assessment shall include costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.

3.3 Payment**3.3.1 Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 2 percent will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Upset Fee Estimate

In accordance with Section 3.2.2.

10(a)

- 9 -

IN WITNESS THERE OF, 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, SEALED AND DELIVERED

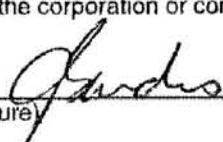
in the presence of:

) _____
)
)
)
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)
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)
)

CONSULTANT

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement

(Signature)



Greg Saunders, P.Eng.

(Name)

General Manager

(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR/CHAIRMAN/REEVE/WARDEN

Mayor - John Rowsell

CLERK

City Clerk - Donna P. Irving

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2009-43

AGREEMENT: (File No. A.3.6.) A by-law to authorize an agreement between the City and the Minister of Natural Resources regarding Municipal Forest Fire Management for the period April 1, 2009 to March 31, 2014.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated this 31st day of March, 2009 and made between the Corporation and the Minister of Natural Resources regarding Municipal Forest Fire Management for the period April 1, 2009 to March 31, 2014.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE times and PASSED in Open Council this 9th day of March, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been reviewed by the City Clerk. It may not be executed at all and if so used, it may not be in the form of the FINAL copy.

CITY SOLICITOR

Municipal Forest Fire Management Agreements

This agreement made in triplicate this 31st day of March, 2009.

BETWEEN:

Her Majesty the Queen in right of Ontario, as represented by the Minister of Natural Resources for the Province of Ontario, hereinafter referred to as the "Ministry"

AND

The Corporation of **The City of Sault Ste. Marie**
hereinafter referred to as the "Municipality"

WHEREAS the Municipality is responsible to extinguish grass, brush, and forest fires within its limits pursuant to Section 21 of the Forest Fires Prevention Act:

AND WHEREAS the parties wish to enter into a fire management agreement pursuant to section 19 of the Forest Fires Prevention Act, R.S.O. 1990, c.F-24, "FFPA" with respect to the prevention and control of grass, brush, and forest fires:

THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

10(b)

In this agreement,

- a) "fire" means a grass, brush or forest fire;
- b) "border fire" means a grass, brush, or forest fire that straddles any part of the boundaries between the Crown Protection Area and the Municipal Protection Area, as defined herein;
- c) "officer" means an officer as defined in the Forest Fires Prevention Act;
- d) "Crown Protection Area" means the part or parts of the limits of the municipality so designated in Appendix "A" attached hereto, for which the Crown has agreed to be the response agency for grass, brush and forest fires, subject to the terms of this agreement;
- e) "Municipal Protection Area" means the part or parts of the limits of the municipality so designated in Appendix "A" attached hereto, for which the Municipality has agreed to be the response agency for grass, brush and forest fires, subject to the terms of this agreement;
- f) "Comprehensive Protection Charge" means an annual per hectare fee, which is subject to an annual review and adjustment, charged with respect to land protected by one agency for another and is designed to be comprehensive of all costs of fire management, pre-suppression and suppression;
- g) "patented land" means all privately owned land and patented land owned by the Crown in right of Ontario;
- h) "incident" means a fire response where no fire is found or no control action is taken;
- i) "agency arriving first" means the fire staff and equipment capable of starting fire suppression that first arrives at the scene of a fire;
- j) "apparatus" means a fire service vehicle that carries wildland firefighting capability (includes pumper, tankers and forestry trucks carrying portable firefighting equipment).

PREVENTION AND COMPLIANCE

2. a) The Municipality, at its expense, will develop a forest fire prevention plan and implement a forest fire prevention program for all areas of the municipality.
- b) The Municipality agrees to control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal fire permit system consistent with the Forest Fires Prevention Act, the Ontario Fire Code, and the Ministry of Environment guidelines.
- c) The Municipality will, at its expense, be responsible for the management and enforcement of any fire permit system enacted under authority of by-law.

10(b)

- d) At the request of the Municipality, the Ministry may assist in the investigation of fire occurrences where fires are of a contentious nature, and undertake prosecutions for contravention of the Forest Fires Prevention Act and its Regulations.

CROWN PROTECTION AREA

- 3. a) Subject to paragraph b), the Ministry, at its own expense, agrees to suppress grass, brush and forest fires within the Crown Protection Area.
- b) Where, on the request of the Ministry, the Municipality responds to suppress a fire in the Crown Protection Area, the Ministry agrees to reimburse the Municipality the cost of providing such assistance according to rates set out in Appendix "C".
- c) Where, on the request of the Ministry, the Municipality responds to an incident in the Crown Protection Area, the Ministry agrees to reimburse the Municipality the cost of providing such assistance according to rates set out in Appendix "C".

MUNICIPAL PROTECTION AREA

- 4. a) Subject to paragraph (b), the Municipality, at its own expense, agrees to suppress grass, brush and forest fires within the Municipal Protection Area.
- b) Where, on the request of the Municipality, the Ministry responds to suppress a fire in the Municipal Protection Area, the Municipality agrees to reimburse the Ministry the cost of providing such assistance according to rates set out in Appendix "C".
- c) Where, on the request of the Municipality, the Ministry responds to an incident in the Municipal Protection Area, the Municipality agrees to reimburse the Ministry the cost of providing such assistance according to rates set out in Appendix "C".

SUPPRESSION ACTIONS

- 5. a) Regardless of responsibilities set out in sections 3 and 4, the Municipality and the Ministry agree to begin suppression of a fire in the Crown Protection Area or Municipal Protection when either party is the agency arriving first at the fire and cost associated with such action will not be applicable until the agency responsible for that area is notified of the fire and a request for continued action is made.
- b) The Ministry will exercise its powers under section 21 of the Forest Fires Prevention Act and assume control of the fire suppression activities when it is determined in the opinion of an officer that the present suppression action has the potential to result in one or more of the following conditions:

Loss of Life
Significant loss of private property
Significant loss of public property

10(b)

- c) Where the Ministry assumes control of the fire suppression activities under section 5 (b), the Municipality agrees to reimburse the Ministry the cost of the suppression action according to the rates set out in Appendix C.

BORDER FIRES

6. a) Where the Municipality and the Ministry, separately or together, suppress a border fire, the Municipality agrees to bear the portion of the total cost incurred by both parties on a percentage basis equal to the percentage of area burned that is contained within the Municipal Protection Area.
b) Where the Municipality and the Ministry, separately or together, suppress a border fire, the Ministry agrees to bear the portion of the total cost incurred by both parties on a percentage basis equal to the percentage of area burned that is contained within the Crown Protection Area.
c) The Municipality and the Ministry agree that costs incurred suppressing a border fire will be calculated according to the rates set out in Appendix "C".
d) Where the portion of the total cost that the Municipality agrees to bear exceeds the costs incurred by the Municipality in suppressing that fire, the Municipality agrees to pay the amount of the excess to the Ministry.
e) Where the portion of the total cost that the Ministry agrees to bear exceeds the costs incurred by the Ministry in suppressing that fire, the Ministry agrees to pay the amount of the excess to the Municipality.
7. In the event of a response to a fire which results in issues of dispute between the parties or where the Ministry assumes action under clause 5(b), the Municipality and Ministry agree that either party may convene a joint review of the management of the fire, during which issues, including cost sharing, can be resolved.
8. Where the Municipality is assisting the Ministry within the Crown Protection Area and must respond to a structural fire within the Municipality, the Ministry agrees that, unless a grass, brush or forest fire threatens human life, the structural fire takes precedence over grass, brush, or forest fires in the Crown Protection Area.

PAYMENTS

9. a) The Municipality agrees to pay, before March 31 of each year, to the Ministry the annual Comprehensive Protection Charge, for the forthcoming fire season, described in Appendix "B" for every hectare of patented land within the Crown Protection Area.
b) The Ministry agrees to pay, before March 31 of each year, to the Municipality the annual Comprehensive Protection Charge, for the forthcoming fire season, described in Appendix "B" for every hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area.

10. a) To qualify for reimbursement, both parties must provide to each other a complete Municipal Fire Information and Cost Report as described in Appendix C within 30 days of the end of the suppression activity on each fire.
- b) Costs incurred by the Municipality will be offset against costs incurred by the Ministry. Any balance owing to either party on November 30 of any year that this agreement is in effect, will be an amount due to that party as of that date.
11. The Municipality and Ministry agree, at their own expense, to investigate the cause and origin of fires in the Municipal and Crown Protection Areas, respectively, and provide annual reports to each other of the fire activity within the municipality, on or before November 30th of each year that this agreement is in effect.

INDEMNITY

12. a) The Ministry agrees to indemnify and save harmless the Municipality, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Ministry, her servants or agents in relation to fire suppression activity undertaken by the Ministry at the request of the Municipality, pursuant to this agreement.
- b) The Municipality agrees to indemnify and save harmless the Ministry, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents in relation to fire suppression activity undertaken by the Municipality at the request of the Ministry, pursuant to this agreement.
- c) The Municipality agrees that fire fighters employed by the Municipality or volunteering to the Municipality are employees of the Municipality for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.
- d) The Crown agrees that fire fighters employed by the Crown or volunteering to the Crown are employees of the Crown for the purposes of benefits under the Workplace Safety and Insurance Board whether working on Crown Land or private land, in the Crown Protection Area or the Municipal Protection Area.
- e) The parties agree each is responsible for damage or loss of owned vehicles or equipment used in fire fighting under this agreement and that rates described in Appendix "C" include recovery of costs for normal wear and tear on fire fighting vehicles and equipment, as well as the cost of repair of periodic breakage or accidental damage.

10(b)

TERMS and RENEWAL

13. a) This agreement supersedes and replaces any prior agreements between the parties with respect to the prevention and control of grass, brush and forest fires.
- b) Subject to paragraph c), this Agreement can be terminated by either party upon 30 days written notice during the months of October to March.
- c) The Ministry will provide to the Municipality, in writing, changes to charges and rates described in Appendix "B" and "C" by February 1 of every year.
- d) This agreement will be in force from April 1, 2009, up to and including March 31, 2014.

10(b)

NOTE: Clause 14 only to be included where applicable.

UNINCORPORATED TERRITORY

14. a) The Municipality and the Ministry agree that the land in the Unincorporated Territory as set out in Appendix "D" will form part of this agreement.
- b) The Ministry agrees to pay the Comprehensive Protection Charge for all land, whether private or crown land, described in paragraph 14(a).
- c) The Municipality agrees that it will pass any and all by-laws required to allow the municipal fire department to leave their municipality to suppress fires in the unincorporated territory.

The Ministry, at its expense, agrees that it will be responsible for all prevention activities carried out in the unincorporated territories.

10(b)

IN WITNESS WHEREOF this agreement has been executed by the parties by their duly authorized signing officers.

SIGNED, SEALED AND DELIVERED
In the presence of

-) HER Majesty THE QUEEN
-) In right of Ontario

)
)
)
)
)
)
)
)

As to execution by

Ralph Wheeler Director,
Aviation and Forest Fire Management Branch

-) Ralph Wheeler, Director
-) Aviation and Forest Fire Management Branch

)
) As authorized by the Minister of Natural
Resources for the Province of Ontario

)
)
)
)
) THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

)
)
)
)
)
) By: _____

) Position MAYOR - JOHN ROWSWELL

)
)
)
)
)
)
) And: _____
) Position CITY CLERK - DONNA IRVING
)
) We have authority to bind the Corporation

)

APPENDIX A

1. The Crown Protection Area, save and except land covered with water, is comprised of a total of 0 hectares
2. The Municipal Protection Area, save and except land covered with water, is comprised of a total of 22,361 hectares
3. A map of the municipality which shows the Municipal Protection Area and the Crown Protection Area.

APPENDIX B - Application of Comprehensive Protection Charges to Land Types

Municipality

The City of Sault Ste. Marie

Agreement in effect from

Year: 2009 To 2014

Per Hectare CPC Rate:

\$0.91

\$0.91

AMCTO Zone:

7

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total Hectares By Type
		CROWN PAYS	MUNICIPALITY PAYS			Hectares	Rate	Factor	Cost	
Comprehensive										
Protection Charge			Hectares	Rate	Factor	Cost				
Unaliennated Crown Land	Crown does not pay Municipal Taxes	0	\$0.91	100%			0			0
Provincial Parks	Crown pays grants to Municipalities	0	\$0.91	100%			0			0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial)	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes	22,361					0	\$0.91	100%	22,361
Federal Lands	Federal Gov't pays Grants in lieu of taxes to Municipality									
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land	0					0	\$0.91	50%	0
Patent Mining Lands (Crown has Full Timber Rights) <u>Patented after March 26, 1918</u>	Unit Class of M.L (Mining lands) with a Tax Rate of C. (Commercial) Owner pays some taxes to municipality but has no interest above ground	0	\$0.91	400%			0			0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement	0	\$0.91	100%			0			0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)	0					0			0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province	0	\$0.91	100%			0			0
TOTALS		22,361					0			22,361
Crown Owes the Municipality \$0.00						Municipality Owes the Crown \$0.00				

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Appendix C

FIRE FIGHTING COST COLLECTION to / from MUNICIPALITIES

The following Table Applies When:

1. The M.N.R. requests Municipal assistance on fires in the Crown Protection Area
2. The Municipality requests M.N.R. assistance on fires in the Municipal Protection Area
3. The M.N.R. exercises its power under the F.F.P.A. to control the fire

	Assistance Under Agreement
Ground Suppression Services Crews / Firefighters, Vehicles	<p>The greater of:</p> <ul style="list-style-type: none">• \$600.00 per fire or• \$175 per half-hour (30 minutes), for each fire fighting apparatus c/w 4 people; or crews of 8 people (excluding those people included with each apparatus). <p><u>NO</u> additional charge if transported by helicopter An apparatus is a fire service vehicle that carries wildland firefighting capability (includes pumbers, tankers and forestry trucks carrying portable firefighting equipment).</p>
Airtankers CL215/415 and Twin Otters	<p>Dispatch Fee of CL215/415 \$2900.00 per dispatch , Twin Otter \$1390.00 per dispatch, regardless of distance, for each aircraft on dispatch to an incident or fire</p> <p>CL215/415 \$2900.00 , Twin Otter \$1390.00 hourly rate per flying hour for each aircraft "over fire" (foam included)</p>
Aircraft - Birddog	Contract Aircraft \$550.00 per hour for every flying hour "over fire"
Helicopter	<p>Contract Helicopters Rates</p> <p>Light \$800.00 per hour , Medium \$2010.00 per hour , Heavy (calculated at time of hire)</p> <p>(flying calculated as "time over fire" only)</p> <p>(no charge if used just to transport MNR crews to fire)</p>
Supplies and Equipment	As per approved response plan for a specific fire

10(b)

Municipal Agreement Fire Information and Cost Report**Part I**

Issued to _____ Date: _____
dd-mm-yyyy

Address

Fire Number Municipal # _____ M.N.R. # _____

Fire Reported to Municipality Date: _____ Time: _____
dd-mm-yyyy

Fire Reported to M.N.R. Date: _____ Time: _____
dd-mm-yyyy

Zone _____ Basemap _____ Block _____

Initial Response Group _____ Fire Cause _____

Fuel Type _____

Lot _____ Concession _____ Surveyed Township _____

Hectares Burned Crown Protection Area _____ Municipal Protection Area _____

Hectares Burned Crown land _____ Private land _____

Source of Ignition _____ Responsible Group _____

Fire Start: Date: _____ Time: _____
dd-mm-yyyy

Initial Fire Size : _____ Final Fire Size _____

Fire Out: Date: _____ Time: _____
dd-mm-yyyy

Name of Fire Boss _____ Phone Number _____

Municipal Agreement Fire Information and Cost Report

Part II

Invoice Date	<u>dd-mm-yyyy</u>	Invoice Number	<u> </u>
Border Fire	<u> </u>	Requested Response	<u> </u>
Assistance Requested by	<u> </u>	To	<u> </u>

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm \$600.00 [REDACTED] [REDACTED]

(ii.) Half hour on fire per units of 6 or less people x \$175.00 =

Half hour per number of apparatus x \$175.00 =

People must be assigned to apparatus prior to forming personnel units (4max/apparatus) Sub-total must be >\$600.00 Sub-total

Reimbursement claimed (greater of i or ii) **Total** **[Redacted]**

B. Aircraft

CL215 / 415 Dispatch Fee \$2,900.00 x # of Aircraft [REDACTED] = [REDACTED]

Flying Rate \$2,900.00 x **Total Hours** =

Twin Otter **Dispatch Fee** \$1,390.00 x # of Aircraft =

Flying Rate \$1,390.00 x Total Hours 100.00 = \$139,000.00

Birddog Flying Rate \$650.00 x Total Hours =

Helicopters

of Light Bulbs x \$800.00 = Total Cost

of Intermediate \$1,890.00 x Total Hours =

of Medium **\$2,010.00** **x Total Hours** **=** **\$2,010.00**

of Heavy x Total Hours =

Air attack and helicopter fees are only for time over fire. No heli-tax fee for delivery Total Aircraft Costs and pick up of crew only.

**C. Other Expenditures Approved in Suppression Plan
(Append invoices, descriptions)**

Total Other Expenditures

Total of A, B and C

Certified Accurate, Complete and True

Signature of Authorized Representative

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-47

AGREEMENT: (L-328) A by-law to authorize a Lease Agreement between the City and Hôpital Régional De Sudbury Regional Hospital.

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 for a Lease Agreement with the City and Hôpital Régional De Sudbury Regional Hospital for 278.4 square feet of office space at 65 Old Garden River Road for the purpose of housing the site coordinator office.

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 9th day of March, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(c)

L-328

THIS LEASE made in duplicate the 1st day of April, 2009 in pursuance of the Short Forms of Leases Act.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "City"

OF THE FIRST PART

- and -

HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL

hereinafter called the "the Tenant"

OF THE SECOND PART

WHEREAS the City as the owner of lands and premises located at 65 Old Garden River Road, and

WHEREAS the Tenant wishes to locate a site coordinator position in Sault Ste. Marie and wishes to house that position at 65 Old Garden River Road, and

WHEREAS the City is prepared to lease to the Tenant Hôpital régional de Sudbury Regional Hospital 278.4 square feet of office space (the subject premises) at 65 Old Garden River Road for the purpose of housing the site coordinator office, and

WHEREAS it is both practical and desirable that the site coordinator office be located at the subject premises

NOW THEREFORE in consideration of the mutual covenants and conditions contained in this lease the City and the Tenant agree as follows:

1. This agreement shall be in force for a term of ten (10) years commencing April 1, 2009 and terminating on March 31, 2019.
2. The Tenant agrees to pay rent to the City in the amount of \$5,850.00 per year based on a square foot lease rate of \$21.00. Rent will be adjusted annually in accordance with the Canadian Consumer Price Index (CPI).
3. The Tenant agrees to pay the rental payment to the City annually commencing April 1, 2009 for the term of this lease.
4. The Tenant shall not assign this agreement without the consent in writing of the City.
5. The Tenant shall have access, at no additional cost, to the bathroom(s) and to the training facilities located within the building at 65 Old Garden River Road.
6. The Tenant shall be entitled to access to the parking lot located at 65 Old Garden River Road for the benefit of its employees or visitors to the site.
7. Any leasehold improvements to the subject premises are the sole responsibility of the Tenant. It is the responsibility of the Tenant to hire any contractors required to carry out the leasehold improvements and further to ensure that any

10(c)

- leasehold improvements comply with applicable Building, Fire and Electrical Codes in force in the Province of Ontario.
- 8. A plan is attached as Schedule A to this lease showing the subject premises.
- 9. The City shall be responsible for utility costs for the subject premises.
- 10. Either party may cancel this lease upon 6 months written notice to the other party.
- 11. Any notice that may be given under the terms of this lease may be given as follows:

To the City: Fire Chief
 72 Tancred Street
 Sault Ste. Marie, ON

To the Tenant: Regional Manager
 Northeastern Ontario Paramedic Program
 700 Paris St.
 Sudbury, ON P3E 3B6.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers dually authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY OF SAULT
STE. MARIE

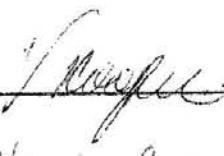
Per:

MAYOR, JOHN ROWSWELL

CITY CLERK, DONNA P. IRVING

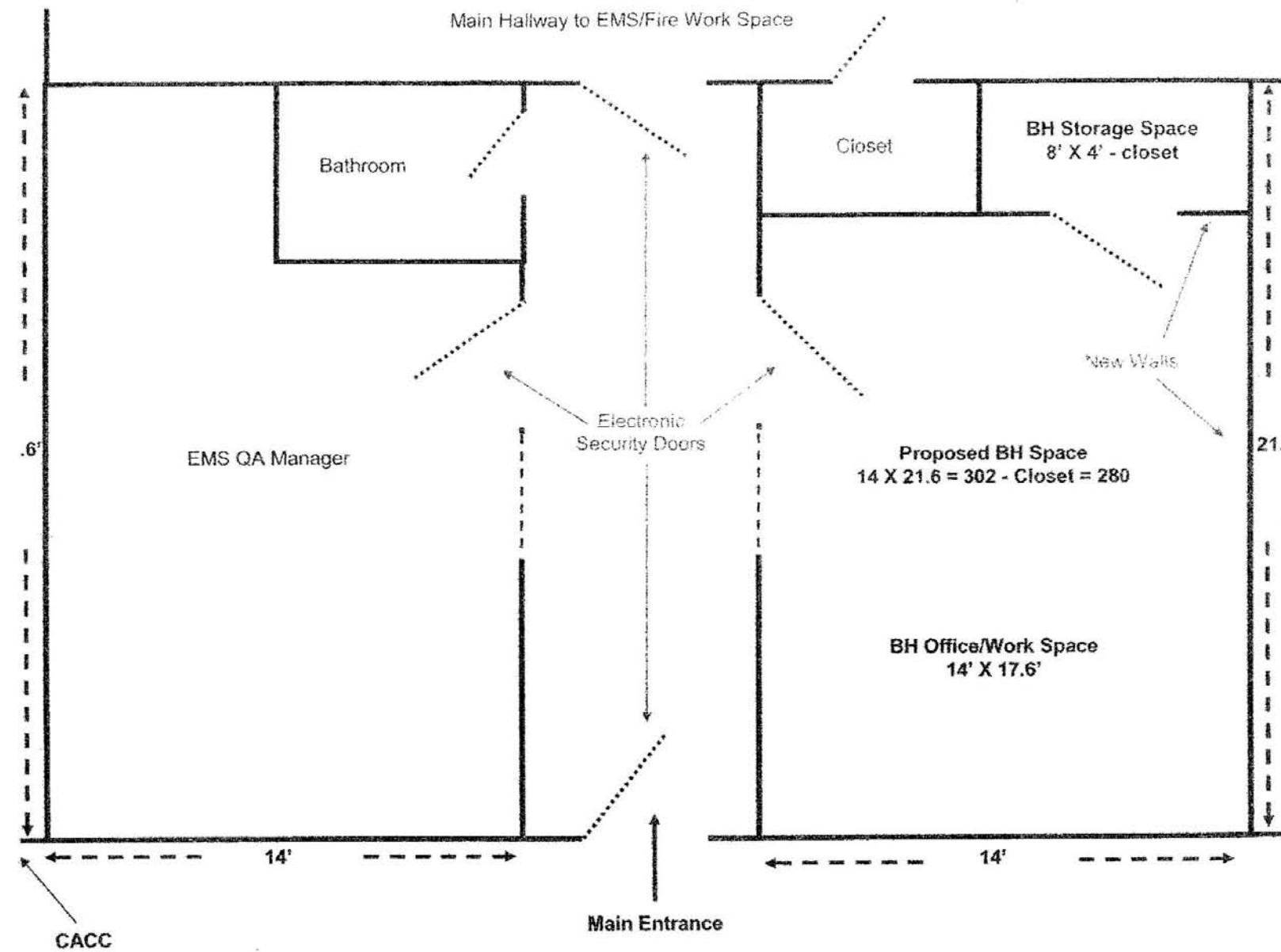
HÔPITAL RÉGIONAL DE SUDBURY REGIONAL
HOSPITAL

Per:



Vanda Cooper

Main Hallway to EMS/Fire Work Space



10(c)

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-48

AGREEMENT: (L.323) A by-law to authorize the renewal of a Lease Agreement between the City and Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure.

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 for the renewal of a Lease Agreement with the City and Ontario Realty Corporation, acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy and Infrastructure for the occupation of civic address 765 Bonney Street.

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 9th day of March, 2008,

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been adopted by City Council. It may not be enacted at all and even if it is, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(d)

LICENSE EXTENSION AND AMENDING AGREEMENT**THIS AGREEMENT** made in quadruplicate as of the 1st day of February, 2009.**BETWEEN:****THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Herein called the "Licensor"

OF THE FIRST PART**AND:****HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE MINISTER OF
ENERGY AND INFRASTRUCTURE**

Herein called the "Licensee"

OF THE SECOND PART**WHEREAS:**

A. By a License Agreement dated June 11, 2008, (the "Original License"), the Licensor did license unto Her Majesty the Queen In Right of Ontario As Represented by the Minister of Public Infrastructure Renewal for a term of Seven (7) months commencing on July 1, 2008 and ending on January 31, 2009 (the "Term"), the premises more particularly described as comprising approximately One Hundred (100) square feet (the "Licensed Premises"), on the roof of the building municipally known as 765 Bonney Street (the "Building"), in the City of Sault Ste. Marie, in the Province of Ontario (the "Lands"), as more particularly set out in Schedule "A" attached thereto.

B. By Order-in-Council No. 1617/2008 dated September 17, 2008, all the powers and duties of the Minister of Public Infrastructure Renewal relating to real property leased by the Government of Ontario pursuant to the Ministry of Government Services Act, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Energy and Infrastructure (the "Minister") and the Minister has delegated those powers and duties to the Ontario Realty Corporation.

C. The Original License and this License Extension and Amending Agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein.

D. The parties have agreed to extend and amend the License on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
2. **Extension of License**

The Term of the License is hereby extended for a further term of Eleven (11) months commencing on February 1, 2009 and ending on December 31, 2009 (the "First Extension Term"). The First Extension Term shall thereafter be automatically renewed from year to year on the anniversary date thereof provided however, that either party hereto may terminate the License at any time during the First Extensions Term or any automatic renewals or extensions hereof, by giving not less than Two (2) months' prior written notice to the other party, without penalty, compensation, damages or bonus to the other.

3. Amendments to License

The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:

- (a) Section 7 of the Original License (Environmental Contaminants) is hereby amended to reflect that "Environmental Contaminant" means (i) any substance which, when it exists in the Building or the water supplied to or in the Building, or when it is released into the Building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Building or any part thereof, or to the natural environmental or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).
- (b) Section 11 of the Original License (Notices) is hereby amended to provide the following addresses for notice:

To the Lessor: The Corporation of the City of Sault Ste. Marie
 Level IV – Civic Centre
 99 Foster Drive
 P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5X6
 Attention: City Solicitor
 Tel: (705) 759-5400 Fax: (705) 759-5405

To the Lessee: Ontario Realty Corporation
 3767 Highway 69 South, Suite 9
 Sudbury, Ontario P3E 4N1
 Attention: Regional Director of Operations
 Fax: (705) 564-7570

With a copy to: Ontario Realty Corporation
 1 Dundas Street West
 Toronto, Ontario M5G 2L5
 Attention: Senior Solicitor, Leasing
 Fax: (416) 327-2760

If such notice is sent by registered mail as aforesaid, it shall be deemed to have been received by the recipient Five (5) working days after date of posting. If such notice is delivered by hand or by facsimile to the recipient it shall be deemed to have been received by the recipient on the date of delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this License or at law may not be validly delivered by way of electronic communication.

- 4. The Lessor and the Lessee hereby mutually covenant and agree that during the First Extension Term, or any automatic renewals or extensions hereof, they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Original License, as extended and amended hereby.
- 5. The Lessor and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall be bound by the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50. The Lessor shall disclose to the Lessee in writing and

10(d)

without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

6. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
7. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
8. The Lessor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.
9. The License shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and legal representatives, as may be applicable.
10. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED:

DATED the 9 day of March, 2009.

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

Per: _____
Name: MAYOR JOHN ROWSWELL
Title: _____

Per: _____
Name: DONNA IRVING, CITY CLERK
Title: _____

Authorized Signing Officer(s)

DATED the ____ day of _____, 200 ____.

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

Per: _____
Name: John Cimino
Title: Regional Director of Operations
Northern Region

Authorized Signing Officer



10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-49

AGREEMENT: A by-law to authorize the Agreement between the Corporation of the City of Sault Ste. Marie and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation for the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration confirming the funding deliverables for the Project and the City's performance commitments for the second phase development of the Immigration Portal.

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 9th day of March, 2008,

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

Bylaws/2009bylaws/2009-49 agr immigration

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CITY SOLICITOR

10(e)

SCHEDULE A

ONTARIO FUNDING AGREEMENT

File # 20091CEB9134

THIS AGREEMENT made as of March 3, 2009.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Citizenship and Immigration

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

10(e)

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Citizenship and Immigration

by:

Date _____

Name: Alice Young
Position: Director, Immigration Policy Branch

Authorized Signing Officer

CORPORATION OF THE CITY OF SAULT STE. MARIE

by:

Date _____

Name: MAYOR JOHN ROWSWELL
Position:

by :

Name: DONNA IRVING, CITY CLERK
Position:

I/we have authority to bind the Recipient

Witness Print Name: _____

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:
- (a) "**Additional Funding Requirements**" means the requirements referred to in paragraph 3.3(b) and as specified in Schedule "B";
 - (b) "**Additional Provisions**" means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";
 - (c) "**Agreement**" means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
 - (d) "**Budget**" means the Project budget set out in Schedule "D";
 - (e) "**Claims**" means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
 - (f) "**Expiration Date**" means the date on which this Agreement will expire and is the date set out in Schedule "B";
 - (g) "**Fiscal Year**" means:
 - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
 - (h) "**Funding**" means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
 - (i) "**Maximum Funding**" means the maximum amount of the Funding to be provided as set out in Schedule "B";
 - (j) "**Project**" means the project described in Schedule "C".

2.0 Term of Agreement

- 2.1 The term of this Agreement will commence on the date set out on the first page of this Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

- 3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.
- 3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".

3.3 Despite sections 3.1 and 3.2, the Province:

- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of the reports provided to the Province pursuant to Article 11.0;
- (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
- (c) shall not provide Funding Instalments unless it is satisfied with the progress of the Project.

4.0 Project

4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.

4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.

4.3 The Recipient will carry out the Project in accordance with the timelines provided in Schedule "C".

4.4 If the Project involves the creation of intellectual property, the Recipient agrees that the Province may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

5.0 Budget

5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.

5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

6.0 Holding of Funding

6.1 Until it is used in accordance with this Agreement, the Funding will be placed in an account that:

- (a) resides at a Canadian financial institution; and
- (b) is in the name of the Recipient.

6.2 If the Province flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.

6.3 If the Recipient earns any interest on the Funding:

- (a) the Province may deduct the interest amount from any further Funding instalments; and/or
- (b) the Recipient shall pay any interest to the Province as directed by the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

7.1 The Recipient will manage the Project wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless:

- (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
- (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.

- 7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.
- 8.0 Conflict of Interest**
- 8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.
- 8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.
- 8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.
- 9.0 Representations, Warranties and Governance**
- 9.1 The Recipient represents warrants and covenants that:
- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - (b) it has the experience and expertise necessary to carry out the Project; and
 - (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of this Agreement, in every respect except as set out to the contrary in this Agreement.
- 9.2 The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into this Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of this Agreement.
- 9.3 The Recipient represents, warrants and covenants that it has
- (a) established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
 - (i) establish decision-making mechanisms;
 - (ii) provide for the prudent and effective management of the Funding;
 - (iii) establish procedures to enable the successful completion of the Project; and
 - (iv) establish procedures to enable the preparation and delivery of all reports required pursuant to Article 11.0.
- 9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.
- 10.0 Further Conditions**
- 10.1 The Recipient will comply with any Additional Provisions.
- 10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

10(e)

11.0 Reporting, Accounting and Review

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

11.3 Each report referred to in paragraphs 11.1(a) and (b) will include the following items:

- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
- (b) an unaudited statement which accounts for Project revenue and expenditures;
- (c) an indication of whether the objectives of the Project are being / were met;
- (d) a description of how the success of the Project is being / was measured;
- (e) a description of the level of community participation and response;
- (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
- (g) any other details that may be requested by the Province.

11.4 The Recipient:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
- (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.

11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

- 11.7 The purposes for which the Province may exercise its rights under this Article include:
- determining for what items and purposes the Recipient expended the Funding;
 - determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
 - determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.
- 11.8 For greater clarity, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act (Ontario)*.
- 12.0 Limitation of Liability**
- 12.1 The Province, its officers, employees and agents will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Project or this Agreement.
- 13.0 Indemnity**
- 13.1 The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.
- 14.0 Insurance**
- 14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:
- commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:
 - the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - cross-liability clause;
 - contractual liability coverage; and
 - thirty (30) day written notice of cancellation, termination or material change.
- 14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit**15.1 The Recipient:**

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project;
- (b) will advise the Province in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Province to be present where appropriate. The Recipient will provide the Province with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events;
- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from the Province; and
- (d) where applicable, will include a statement in any materials related to the Project that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

16.0 Termination for Convenience**16.1** The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient.**17.0 Termination and Corrective Action****17.1** The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any provision of this Agreement;
 - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
 - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province is providing the Funding;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to carry on business.

17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipient is required to remedy the breach; and
- (c) that the Province will terminate this Agreement:
 - (i) at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
 - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the

Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and
 - (a) the Recipient does not remedy the breach within the time period specified in the notice;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.
- 17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with this Agreement.
- 17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.
- 18.0 Funding Upon Termination**
 - 18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:
 - (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient;
and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.
 - 18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:
 - (a) cancel all further Funding instalments; and/or
 - (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.
- 19.0 Recipient's Repayment of Funds**
 - 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.

19.3 The Recipient will pay the amount demanded by cheque payable to the Minister of Finance, Ontario.

19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

20.1 Any notice or communication required or permitted to be given under this Agreement will be:

(a) in writing;

(b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and

(c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.

20.2 All notices will be effective:

(a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or

(b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

21.0 Severability of Provisions

21.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

22.0 Amendment and Waiver

22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.

22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

24.0 Assignment of Agreement or Funding

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

25.0 Governing Law

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attest and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

26.0 Further Assurances and Consents

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 26.2 The Recipient acknowledges that the Province may impose conditions on any consent it provides pursuant to this Agreement.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28.0 Survival

- 28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and sections 4.4 and 7.2 will survive.

29.0 Appropriation

- 29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and will be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act (FIPPA)

- 32.1 The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.
- 32.2 The Recipient acknowledges that the Province may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

33.0 Time of Essence

- 33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

34.0 Number and Gender

- 34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

- 35.1 Where the Recipient is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to the Province for the fulfilment of the obligations of the Recipient under this Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

10(e)

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$189,255.00
Funding Instalments	Subject to subsection 3.3(b) of Schedule "A" of this Agreement, \$132,478.50 upon both parties signing the Agreement \$37,851.00 upon the Recipient's completion of the Interim Report \$18,925.50 upon the Province's approval of the Final Report
Expiration Date	March 31, 2010
Address for notice if to the Province	Lynne Kranidis Team Lead (Acting), Information and Portal 400 University Ave., 3rd Floor Toronto, Ontario M7A 2R9 416-327-8074 416-326-1044
Address for notice if to the Recipient	Frank F. Coccimiglio Manager, Information Technology Division 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1 705-759-5303
Reporting	Interim Report Due date: September 30, 2009 Final Report Due date: March 15, 2010
Additional Funding Requirements	The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement.
Additional Provisions	Nil

SCHEDULE "C"
PROJECT DESCRIPTION
AND TIMELINES

Background

In 2007, the Corporation of the City of Sault Ste. Marie (SSM) received funding from the Ontario Ministry of Citizenship and Immigration (OMCI) to develop a web portal, discoverthesault.ca, which assists in the attraction, recruitment and retention of newcomers to the community. This web portal provides a "one stop access point" to information about living, learning and working in Sault Ste. Marie. It is a critical component of a larger community effort to attract talented newcomers to fill existing labour gaps Sault Ste. Marie is experiencing and diversify the workforce.

With the City of SSM's web portal assisting in the recruitment, settlement and retention of immigrants, it is increasingly important to advertise the benefits of relocating to Sault Ste. Marie in a variety of languages. Translating discoverthesault.ca will enhance its existing purpose to provide a link to the employment, living and settlement sectors and subsequent organizations in the community.

Similar to other municipal web portals in Ontario, discoverthesault.ca is currently fully accessible in English and several sections are available in French. However, Sault Ste. Marie wishes to go beyond welcoming immigrants to the site in their official language or providing them with contact information in a variety of languages. By translating the entire site in up to 5 different languages, discoverthesault.ca will offer newcomers and potential immigrants greater accessibility.

Target Market

Translating discoverthesault.ca will target the following client group(s):

- Anyone whose first language is not English
- Sault Ste. Marie residents who first language is not English
- Recent immigrants to Sault Ste. Marie whose first language is not English
- Tourists travelling to the community whose first language is not English
- Recent immigrants to other areas of Ontario and Canada
- Individuals living out of country who may be considering emigration to Canada
- Students living out of country who may be considering attending a post-secondary educational institution in Canada

Objectives

Translation of the web portal is required for a variety of reasons:

- **Reach a Broader Audience** – Not everyone around the world is able to read English, and if the website is available in an individual's first language they may be more likely to visit. Forrester Research has reported that individuals will visit a site for twice as long if it is available in their own language.
- **Welcome and Assist Newcomers with their Settlement** – The web portal will welcome newcomers and potential immigrants by providing the word "welcome" in a variety of languages on the home page. However, translating the entire web portal will allow individuals greater accessibility to the wide ranging information available on the site.
- **Promote Sault Ste. Marie** – Sault Ste. Marie has a lot to offer in the way of employment opportunities, entertainment, and arts and culture. The web portal will provide greater access to and exposure of this information. Advertising the web portal throughout the community will attract both newcomers and current residents to the site. It is also important to market discoverthesault.ca outside of the community. The City of SSM is participating, together with other Northern Ontario communities, in the 6th Annual Internationally Educated Professional (IEP) conference in Toronto, Ontario in February 2009. The web portal will also reach immigrants across Canada through advertisements in Canadian Immigrant with a readership of approximately 80,000.

10(e)

- **Uphold Canada's Commitment to Cultural Diversity** – For several decades Canada has made cultural diversity a priority, including creating the Multicultural Policy of Canada in the early 1970s. Furthermore, almost 20% (8,186,950 of 31,241,030) of the Canadian population has immigrant status. Communities around the country must continue to strengthen and grow their commitment to multiculturalism.
 - **Have a Competitive Web Portal** – Considering that Canadian provinces and communities are competing for talented newcomers to diversify their labour market, it is critical to have a competitive immigration web portal. Going above and beyond to recruit, settle and retain immigrants within the community is critical to Sault Ste. Marie's success.

All of these elements will require additional research and careful consideration when determining the most appropriate languages to translate discoverthesault.ca. Initial research conducted to develop this proposal suggests the following 5 languages as critical for Sault Ste. Marie: Chinese; French; Hindi; Korean; and Spanish.

Technical Plan

After the languages are chosen for translation, the City of SSM will contract translators to convert the content. After translation is complete the content will be entered by the project staff. For each language chosen a template is required. The Content Management System (CMS) technology running the City of SSM's Immigration Portal (www.discoverthesault.ca) will require program changes, including but not limited to the following:

- Content blocks will have to be added to each template in the system;
 - These blocks may require that the database entries for individual pages be expanded or amended to accommodate the extra language versions of the pages;
 - In order to make any changes to the templates, the original source to the template library files must be amended, and recompiled;
 - The individual template files will then need to be each edited;
 - Certain non-database information files (XML) will need to be expanded;
 - Debugging will be required to make sure the upgraded system functions properly; and
 - The CMS page code might have to be tweaked at certain portions to accommodate special language specific characters (e.g. parsing extended ASCII codes)
 - CMS upgrades/modifications required: make the appropriate program changes so that we could have five additional languages placed on the immigration portal. This will require the creation of five additional "tabs" each with the templates and styles sheets programmed for usage so that we could convert the English content over to the other languages which has been accomplished for the French "Silo".

The above modifications may require additional computer resources, including hardware and software. These will be acquired as needed.

Implementation Plan

Translation of the immigration web portal will be completed in two stages and be maintained over 4 years to be re-evaluated in December 2012:

Stage One

1. Project Launch
 2. Template Design
 3. Research most appropriate languages for translation
 4. Translation

Stage Two

- #### **1. Maintain and Translate Updated Content**

Figure 1 Summary of Anticipated Timeline

Project Launch						
Template Design						
Research						
Translation						

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Official Launch											
Maintenance											
	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	

Table 1 Detailed Action Plan

Action Item	Description
Project Launch	Meet with Advisory Committee Announce approval of project funding Advertise contract position vacancies Select project staff Establish staff work centres
Template Design	Design template for each language Add content blocks Expand non-database information files Test template functionality Server Upgrade
Research	Consult: Government organizations e.g. Ontario Ministry of Citizenship and Immigration, Citizenship and Immigration Canada Employers e.g. Essar Steel Algoma, Tenaris, Algoma Tubes Educational Institutions e.g. Algoma University, Sault College, Northland Adult Learning Centre Settlement Service Providers e.g. NEW TO THE SAULT® Conduct web-based research, explore data e.g. Statistics Canada
Translation	Obtain Quotes Contract Translators Site Translation Enter Content
Maintenance	Work with community stakeholders to update content Work with translators to maintain site content

Plain Language Conversion

The English portion of discoverthesault.ca will be converted to plain language allowing everyone in the proposed target audience to understand the information available on the web portal. The content will be submitted to a plain language consultant to make the appropriate changes to the English content. This process will ensure that if a visitor does not speak one of the five proposed languages translated on discoverthesault.ca, they will still have the ability to understand the information that is given to them on the English section.

Content Maintenance

Approximately 75% of all content on discoverthesault.ca that will be translated is permanent information that will not require updates. The remaining 25% of content will be maintained and updated through partnerships with web portal advisory committee members, community agencies and organizations on a regular basis. The existing project has content that is being developed on a regular basis. Information for new content is received by local agencies, advisory committee meetings, feedback forms, e-mail, and various other communications.

Partnerships with the Thunder Bay Multicultural Association, Plain Language Consultants, Agencies and organizations involved in assisting newcomers. Partnerships will local private and public sector companies and businesses will remain in place as well.

Content Management System – Programming Upgrade

- This enhancement once completed can be utilized at any time by mysudbury.ca if there is confirmed interest in translation.
- When this project began, technologies from mysudbury.ca were leveraged to develop discoverthesault.ca, with this funding, mysudbury.ca will now be able to leverage these technologies from discoverthesault.ca.
- Explanation of programming upgrades that will be necessary by the content management system company to complete this project is included as appendix 1.

Performance Measures

The following performance measures will be utilized to determine the progress, success and gaps of the project:

- Statistics on web portal hits from other countries
- Statistics on web portal hits on specific language options
- Number and content of comments provided by users
- Number of inquiries by users
- Number of testimonials received by newcomers, current residents and public/private organizations
- Tracking where users heard about the site for marketing purposes
- Reviewing input from the optional feedback form available on the site, including name, age, country of origin, preferred language, etc.

Governance

The Corporation of the City of SSM will be the lead agency and applicant for the project. The City of SSM will act as the contracting entity with the OMCI and will assume full responsibilities of meeting the terms and conditions therein including:

- Accountability for and reporting of financial matters;
- Accountability for and reporting on project deliverables;
- Employment and supervision of project staff; and
- Provision of workspace and related resources for project staff

The Project Supervisor will provide support to project staff, including direction regarding day-to-day tasks and the overall vision of the project. The Project Supervisor will be responsible for carrying out the program deliverables and will directly oversee the project.

Project staff will report on their progress and forward their concerns to the Project Supervisor. Direction of the project will be provided by an Advisory Committee with participants from the community, representing a broad range of organizations engaged in attracting, recruiting and retaining newcomers to the community.

Human Resources

There are two contract positions proposed as part of the project:

1. Content Researcher/Communications Coordinator
2. Information Technology Technician

Content Researcher/Communications Coordinator

The Content Researcher and Communications Coordinator will be responsible for:

- Updating discoverthesault.ca content for accuracy;
- Maintaining existing community partnerships with the public and private sector;
- Working with content translators; and
- Maintaining regular contact with and receiving input from the Advisory Committee and the web portal visitors to ensure site content is current and relevant

Information Technology Technician

The Information Technology Technician is responsible for:

- Working with the site host and other external service providers to develop the templates for each language to be translated
- Populating the web portal with the information generated from the translators;
- Overseeing and carrying out all day-to-day technical/IT matters associated with the web portal

Sustainability Plans

Prior to the recent global economic downturn sustainability of the web portal both in kind and financial came from a series of local business presentations. Those corporations approached include, Essar Steel Algoma, Tenaris Algoma Tubes, United Steelworkers of America, The Corporation of the City of Sault Ste. Marie and Northern Ontario Contact Centre Association (Cross Country Automotive Services, Sutherland Global Services, Transcomm and NCO – which has recently downsized and left Sault Ste. Marie).

The companies listed above have indicated positive support for the web portal project. Since the downturn and in communication with our corporate sponsors, all have parked any new initiatives as a cost saving process. Our corporate sponsors are more than willing to re-visit financial commitment once production and services increase to a degree where there is some type of certainties within the market place.

Risk Assessment

With the recent economic downturn the following potential risks for the web portal project have been acknowledged and discussed with project staff and committee members as a precaution measure.

The parking of previous committed sustainability sponsorships from local businesses, agencies and organizations due to the economic downturn.

- Discoverthesault.ca staff is maintaining relationships with the local businesses, agencies, organizations and institutions in both private and public sectors that have been involved throughout the project for updates and presentation. Information gathered from Google analytics will be utilized in explaining the importance of this tool and how it is still beneficial to each.

Due to the recent global economic downturn the number of job vacancies in Sault Ste. Marie has decreased.

- Discoverthesault.ca is still of importance as an attraction tool for potential newcomers. Sault Ste. Marie is in need of medical professionals and discoverthesault.ca can reach many people around the world to express this need. Individuals who may have lived in Canada, left to work abroad and due to job loss would like to return to Canada can access the information on discoverthesault.ca and learn about new developments within the community since they left and may convince them to return.

Metrics for Project Review

At the end of the project term a review will be conducted based on the following measurables:

Google Analytics

- Number of website visits
- Number of countries visiting discoverthesault.ca
- Page visits and average time on website

Developed Partnerships

- Responses from partnerships developed throughout the project term
- Benefit and interest of this tool

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Feedback form and E-mail Contact

- Evaluate information being received through the feedback form
- Evaluate the number of e-mails received with suggestions, comment and questions

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SCHEDULE "D"

BUDGET

Addendum - Table 5 Proposed Budget		
Project Budget	Cash	In-Kind
Human Resources		
Advisory Committee	\$0.00	\$10,000.00
Project Supervision	\$0.00	\$15,000.00
Subtotal	\$0.00	\$25,000.00
Wages, Benefits and Training (Project Time Frame)		
Content Researcher / Communications Coordinator	\$40,000.00	\$0.00
Information Technology Technician	\$40,000.00	\$0.00
Employee Benefits/MERC (11%)	\$8,800.00	\$0.00
Staff Travel and Training	\$5,000.00	\$0.00
Subtotal	\$93,800.00	\$0.00
Web Portal		
CMS Software Upgrading and Programming	\$60,000.00	\$0.00
Subtotal	\$60,000.00	\$0.00
Translation		
Chinese (\$45/pp) - 45 to 50 Pages	\$2,250.00	\$0.00
French (\$35/pp) - 45 to 50 Pages	\$1,750.00	\$0.00
Hindi (approx \$35/pp) 45 to 50 Pages	\$1,750.00	\$0.00
Korean (\$35/pp) 45 to 50 pages	\$1,750.00	\$0.00
Spanish (\$35/pp) 45 to 50 Pages	\$1,750.00	\$0.00
Plain Language Review of Entire Discoverthesault.ca Site	\$9,000.00	
Subtotal	\$18,250.00	\$0.00
PROPOSAL SUBTOTAL	\$172,050.00	
Administration/Overhead (10% of Proposal Subtotal)	\$17,205.00	
		\$13,625.00
Total Cash and In-Kind	\$189,255.00	\$38,625.00
Project Total	\$227,880.00	

10(f)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2009-44

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 160 to the Official Plan (677M Limited).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 160 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 9th day of March, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

staff/on/zoning/by-laws/OP2009-44

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

**AMENDMENT NO. 160
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

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

LOCATION

Part Lot 2 Con 3 St. Mary's Pts 3, 4, 13 IR-11574 Sault Ste. Marie, Located generally at the south-west intersection of Black Road and MacDonald Avenue, civic no. 677 MacDonald Avenue.

BASIS

This Amendment is necessary in view of a request to rezone the subject property to allow office uses.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

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

"Special Exceptions"

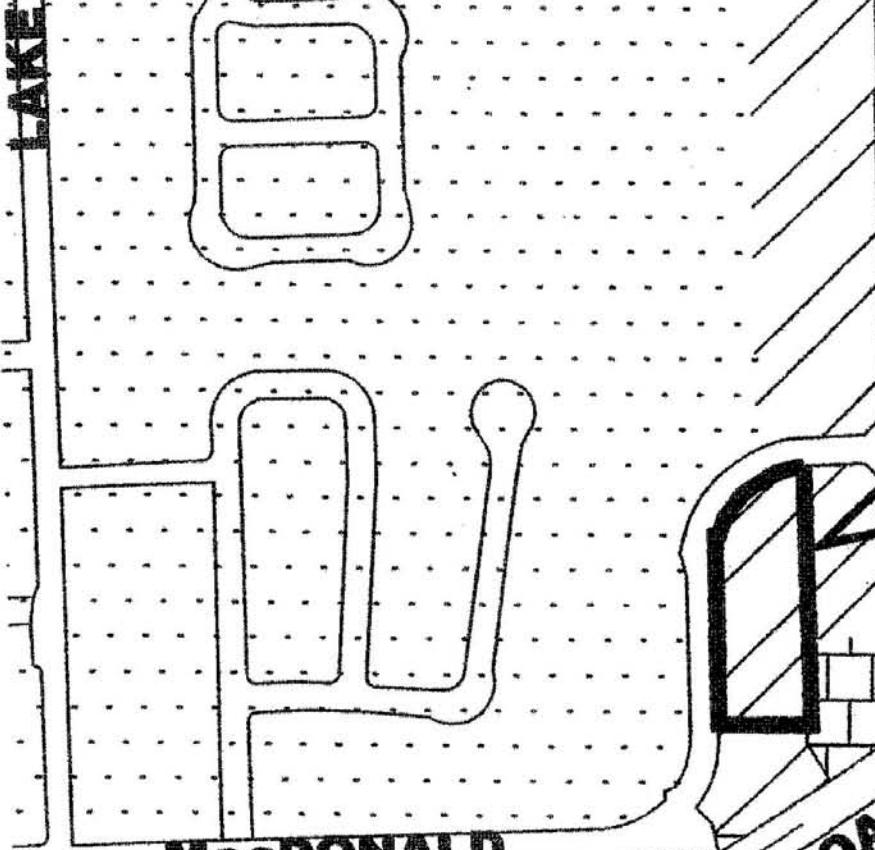
110. Notwithstanding the Commercial Policies of the Official Plan, lands described as, Part Lot 2 Con 3 St. Mary's Pts 3, 4, 13 IR-11574 Sault Ste. Marie located generally at the south-west intersection of Black Road and MacDonald Avenue, civic no. 677 MacDonald Avenue may be used for office uses.

INTERPRETATION

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

McNABB ST

LAKE



**SUBJECT
PROPERTY**

Railway Line

GAPP

LEWIS

OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



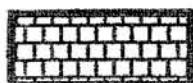
RESIDENTIAL



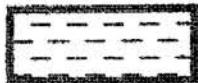
INDUSTRIAL



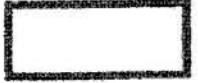
PARKS
RECREATIONAL



COMMERCIAL

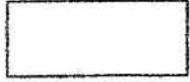


INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 160



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-46

TRAFFIC: (T.2.1.) A by-law to amend Schedule "D" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. **SCHEDULE "D" OF BY-LAW 77-200 AMENDED**

Schedule D of By-law 77-200 is amended by adding the following:

"NO.	STREET	SIDE	BETWEEN	PROHIBITED TIMES OR DAYS
12a	Denwood Drive	West	North limit of civic #175 and south limit of civic #149	08:00 hrs to 09:00 hrs and 15:00 hrs to 16:00 hrs Saturdays and Sundays excepted September 1 to June 30
12b	Denwood Drive	East	North limit of civic #176 and south limit of civic #150	08:00 hrs to 09:00 hrs and 15:00 hrs to 16:00 hrs Saturdays and Sundays excepted September 1 to June 30".

2. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

READ THREE TIMES and PASSED in Open Council this 9th day of March, 2009

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE

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CITY SOLICITOR

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-45

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-151 and 2008-195 concerning 677 MacDonald Avenue.

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. **BY-LAW 2005-151 AND 2008-195 AMENDED**

Section 2(274) of By-law 2005-151, enacted by By-law 2008-195, is hereby amended by repealing Section 2.2 of the said By-law 2008-195 and replacing it with the following:

Subsection 1

"Despite Subsection 1, office uses are permitted to occupy 100% of the gross floor area of any building located on the subject property."

Subsection 2

Section 2(274) of By-law 2005-151 is further amended by repealing Section 2.3.

2. **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. 160.

READ THREE TIMES and PASSED in Open Council this 9th day of March, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

staff/on/zoning/2009

NOTICE

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For a copy of the DRAFT copy,

CITY SOLICITOR

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-9

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer and private drain connection and Class "A" Pavement on Shannon Road from Wellington Street East to Trunk Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

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

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the instalment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 9th day of March , 2009.

MAYOR -JOHN ROWSWELL

CITY CLERK- DONNA P. IRVING

FIRST reading: January 12, 2009
SECOND reading: January 12, 2009
THIRD reading: March 9, 2009

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2009-9

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2006-5-03	Shannon Road	Wellington Street East	Trunk Road	750.0m	375mm-450mm	69	1495.0m	\$64,083.79

CR/al
2009 01 12

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CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2009-9

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2006-7-03	Shannon Road	Wellington Street East	Trunk Road	1495.0m	12.0m	n/a	1495.0m	\$118,853.98

CR/al
2009 01 12

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2009-9, SECTION 3

ENGINEER'S REPORT

2009 01 12

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
On:	Shannon Road	
From:	Wellington Street East	
To:	Trunk Road	
Estimated Cost of Work		\$5,000,000.00
Estimated Assessable Abutting Frontage		1495.0m (Sanitary sewer) 1495.0m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$ 64,083.79 (Sanitary sewer) \$118,853.98 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$4,817,062.23
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		3.5% 10 years
Estimated Annual Rate per Metre Frontage		\$3.67 (Sanitary sewer) \$9.56 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$36.55
Estimated Lifetime of the Work		20 years

Respectfully submitted,

A handwritten signature in black ink.

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/ai

Recommended for Approval


Jerry D. D'Amato, RPP
Commissioner of Engineering & Planning

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

10(j)

BY-LAW NO. 2009-10

LOCAL IMPROVEMENT: A by-law to authorize the construction of sanitary sewer and private drain connections on Wellington Street East from Simpson Street to East Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.

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

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedule "A" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in case in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this 9th day of March , 2009.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

FIRST reading: January 12, 2009

SECOND reading: January 12, 2009

THIRD reading: March 9, 2009

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2009-10

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2008-5-02	Wellington Street East	Simpson Street	East Street	650.0m	250mm-450mm	66	1063.1m	\$52,183.85

CR/al
2009 01 12

(.301)



10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
98 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ont. P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BYLAW 2009-10, SECTION 3

ENGINEER'S REPORT

2009 01 12

Nature of Work	Construction of:	Construction of sanitary sewer and private drain connection
	On:	Wellington Street East
	From:	Simpson Street
	To:	East Street
Estimated Cost of Work		\$520,000.00
Estimated Assessable Abutting Frontage		1063.1m (Sanitary sewer)
Estimated Cost to be Borne by Assessable Abutting Property		\$52,183.85 (Sanitary sewer)
Estimated Cost to be Borne by The Corporation		\$467,816.15
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate Term		3.5% 10 years
Estimated Annual Rate per Metre Frontage		\$3.67 (Sanitary sewer)
Estimated Annual Rate per Private Drain Connection		\$36.55
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning