

AGENDA

REGULAR MEETING OF CITY COUNCIL

2009 10 26

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Regular Council Meeting of 2009 10 13 be approved.

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

3. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for the 2009 10 26 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Janice Pettalia, President, Sault Ste. Marie and District Community Social Service will be in attendance concerning Proclamation – Community Social Service Workers Appreciation Day.
- (b) A representative will be in attendance concerning Proclamation – Crohn's and Colitis Awareness Month.
- (c) Shirley Tomlinson, 4H Director will be in attendance concerning Proclamation – National 4H Month.
- (d) Rob Stenta, Transition Support Worker, Community Living Algoma will be in attendance with an update to Council concerning the Community Recycling Depot.
- (e) Sandra Houston, Executive Director, Arts Council of Sault Ste. Marie and District will be in attendance concerning agenda item 6.(8)(a).

4. (f) Mike Marinovich, Chair, Destiny Sault Ste. Marie and Bruce Strapp CEO, Economic Development Corporation will be in attendance concerning agenda item 6.(8)(b).

PART ONE – CONSENT AGENDA

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

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

Resolved that all the items listed under date 2009 10 26 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the City of Mississauga (concerning harmonization of the Federal G.S.T. and Provincial P.S.T.); and Algoma Public Health (concerning Greyhound bus transportation) is attached for the information of Council.
- (c) A letter from the Minister of Transport in response to a council resolution is attached for the information of Council.
- (d) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from July 1, 2009 to September 30, 2009 is \$404,405.00 is attached for the information of Council.

(e) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 10 26 be approved as requested.

(f) **2010 Council Meeting Schedule**

A report of the City Clerk is attached for the consideration of Council.

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

Resolved that the report of the City Clerk dated 2009 10 26 concerning 2010 Council Meeting Schedule be accepted and further that the recommended 2010 Council Meeting Schedule be approved.

5. (g) **Tender for Parking Lot Snow Removal**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconder - Councillor P. Mick
- Resolved that the report of the Manager of Purchasing dated 2009 10 26 be endorsed and that the tender for Snow Plowing and Removal from Municipal Parking Lots, required by the Parking Division of the Public Works and Transportation Department be awarded as recommended.
- (h) **Tender for Civic Centre HVAC Upgrade – Phase 2**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
- Resolved that the report of the Manager of Purchasing dated 2009 10 26 be endorsed and that the tender for Civic Centre HVAC Upgrade – Phase 2, required by the Building Services Division of the Engineering and Planning Department be awarded as recommended.
- (i) **By-law on Smoking in Parks and Outdoor Recreation Facilities - Update**
A report of the Commissioner of Community Services is attached for the consideration of Council. This is in response to a Council resolution dated 2009 09 14. The relevant By-law 2009-155 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (j) **Request for Financial Assistance for National/International Sports Competitions**
A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover - Councillor L. Turco
Seconder - Councillor P. Mick
- Resolved that the report of the Manager of Recreation and Culture dated 2009 10 26 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200.00 grant to Shane Rock (Swim Canada Canadian Age Group National Championships) be approved.
- (k) **Financial Assistance Requests**
A report of the Manager of Recreation and Culture is attached for the consideration of Council. This is in response to a Council resolution dated 2009 04 06.

5. (k) Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
Resolved that the report of the Manager of Recreation and Culture dated 2009 10 26 concerning Financial Assistance Requests be accepted and the recommendation that appropriate staff develop a new policy for financial assistance requests for competitions that fall outside the existing policies for sport and cultural competitions be approved.
- (l) **Placing Question of Boxing Day Store Closing on the Ballot for November 8, 2010 Election**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor L. Tridico
Seconder - Councillor P. Mick
Resolved that the report of the City Solicitor dated 2009 10 26 concerning Placing Question of Boxing Day Store Closing on the Ballot – November 8, 2010 Election be accepted and that the wording of the question recommended in the report be used to prepare the required by-law for consideration at a future meeting of Council.
- (m) **NOHFC Funding for Upgrades to Huron Central Line Between Sudbury and Sault Ste. Marie**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-173 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (n) **Emerald Ash Borer – Treatment of Queenstown Ash Trees – Council Update**
A report of the Manager of Parks is attached for the consideration of Council. This is in response to a Council resolution dated 2009 07 27.

Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
Resolved that the report of the Manager of Parks dated 2009 10 26 concerning Emerald Ash Borer – Treatment of Queenstown Ash Trees – Council Update be received as information.
- (o) **Request for Information on the Winter Control Budget**
A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

5. (o) Mover - Councillor L. Turco
Seconder - Councillor P. Mick
Resolved that the report of the Commissioner of Public Works and Transportation dated 2009 10 26 concerning Request for Information on the Winter Control Budget be received as information.
- (p) **Request for a School Guard in the Pinewood School Area to Better Improve Safety of the Students**
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 09 14.

Mover - Councillor L. Tridico
Seconder - Councillor B. Hayes
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2009 10 26 concerning Request for School Guard in the Pinewood School Area to Better Improve Safety of the Students be accepted and the recommendations to 1) not provide a school Crossing guard; 2) continue to monitor the number of children crossing; and 3) consider a sidewalk for the area under the Capital Works Construction Program be approved.
- (q) **Sale of 3 Acres of Land on the South Side of Yates Avenue to Ellsin Environmental Limited and the Granting of a First Right of Refusal for Additional Property on the South Side of Yates Avenue to Ellsin**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor L. Tridico
Seconder - Councillor P. Mick
Resolved that the report of the City Solicitor dated 2009 10 26 concerning Sale of 3 Acres of Land on the South Side of Yates Avenue to Ellsin Environmental Limited and the Granting of a First Right of Refusal for Additional Property on the South Side of Yates Avenue to Ellsin be accepted and the recommendations that:
1) Council sell Part 1 on Plan 1R-11773 to Ellsin Environmental Limited (or another company as directed by Ellsin for \$20,000.00 per acre);
2) and that Council grant a first right of refusal to Ellsin for the balance of the property on the south side of Yates Avenue for three years
be approved.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (3) **ENGINEERING**
- (a) **Elementa Waste Provision Agreement – Energy-From-Waste Plant in the City of Sault Ste. Marie**
A report of the Land Development and Environmental Engineer is attached for the consideration of Council. The relevant By-law 2009-178 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
6. (6) **PLANNING**
- (a) **Application No. A-22-09-OP – City of Sault Ste. Marie – Request to Amend Rural Area Policies of Official Plan to Permit the Creation of Not More than One Severance Per Lot**
A report of the Planning Division is attached for the consideration of Council. This item was deferred at the 2009 09 28 Council Meeting. Two maps are appended under separate cover.

Mover - Councillor L. Tridico
Seconder - Councillor P. Mick
Resolved that the report of the Planning Division dated 2009 10 26 concerning Application No. A-2—09-OP – filed by the City of Sault Ste. Marie be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 167 to amend the Rural Area policies of the Official Plan to amend Part VI Section 2.3.6 to permit the creation of not more than one (1) severance per lot, starting on the day of the passing of this amendment be endorsed.
6. (8) **BOARDS AND COMMITTEES**
- (a) **American Wind Symphony Orchestra Event**
A report of the Arts Council of Sault Ste. Marie and District is attached for the consideration of Council.

Mover - Councillor L. Turco
Seconder - Councillor B. Hayes
Resolved that the report of the Arts Council of Sault Ste. Marie and District concerning the American Wind Symphony Orchestra Event held in Sault Ste. Marie this summer be received as information.
- (b) **Destiny Sault Ste. Marie Progress Report**
A report entitled Destiny Sault Ste. Marie 2009 Progress Report is appended under separate cover.

6. (8)
(b) Mover - Councillor L. Turco
Seconder - Councillor P. Mick
Resolved that the report of Destiny Sault Ste. Marie concerning Destiny Sault Ste. Marie 2009 Progress Report be received as information.

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

- (a) Mover - Councillor S. Myers
Seconder - Councillor P. Mick
Whereas a number of complaints are being received around the issue of dogs not being kept on leash in accordance with the City bylaw; and
Whereas the Humane Society Officers who enforce the City's animal related bylaws are facing a challenge seeking the identity of offenders; and
Whereas there may be an alternative involving Police Services in conjunction with the Humane Society staff; and
Whereas there may also be merit in designating a specific On Leash area of Bellevue Park as a "Dog Run" as is the case in other communities' park areas;
Therefore be it resolved that the appropriate staff review this situation and report back to Council within one month with recommendations to address this matter.

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) 2009-173 A by-law to authorize an agreement between Northern Ontario Heritage Fund Corporation (NOHFC) and the City of Sault Ste. Marie for the purpose of funding for upgrades to the Huron Central Line between Sudbury and Sault Ste. Marie.

A report from the City Solicitor is on the agenda.
- (b) 2009-175 A by-law to authorize a contract between the City and Avery Construction Ltd. for the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School (Contract 2009-15E).

10. (b) Approved at the October 13, 2009 Council Meeting.
- (c) 2009-176 A by-law to authorize an agreement between the City and Kresin Engineering Corporation for professional services in connection with the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School.
- Approved at the October 13, 2009 Council Meeting.

PARKING

- (d) 2009-174 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.

REGULATIONS

- (e) 2009-155 A by-law to amend By-law 2003-7 (a by-law to regulate smoking in public places).
- A report from the Commissioner of Community Services is on the agenda.

STREET ASSUMPTIONS

- (f) 2009-177 A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

AGREEMENT

- (g) 2009-178 A by-law to authorize an agreement between the City and Elementa Group Inc. regarding Elementa's proposal for converting waste to energy.

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

12. ADDENDUM TO THE AGENDA

13.

ADJOURNMENT

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 10 13

4:30 P.M.

COUNCIL CHAMBERS

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

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, J. Dolcetti, D. McConnell, J. Elliott, B. Freiburger, B. Strapp, N. Apostle, R. Graham

1. ADOPTION OF MINUTES

Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that the Minutes of the Regular Council Meeting of 2009 09 28 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor L. Tridico

Seconded by Councillor P. Mick

Resolved that the Agenda for the 2009 10 13 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

(a) Helen Ross, Executive Director; and Bill Walker, President; ARCH were in attendance concerning Proclamation – Ontario Hospice Awareness Week.

(b) Calna McGoldrick, Administrator, Sault Ste. Marie Soup Kitchen Community Centre was in attendance concerning Proclamation – Soup Kitchen Community Centre Week.

(c) Jennifer Grasley, Recruitment Coordinator, Children's Aid Society of Algoma was in attendance concerning Proclamation – Foster Family Week.

4. (d) Keila Cayen, member of the Flag Project Committee was in attendance to provide information to Council as to the details of the event scheduled for Sunday, October 18th at 2:00 p.m.
- (e) Norm Jaehrling of SITTM Technologies was in attendance to address Council on the proposed Algoma Biofuel Pilot Project, agenda item 7.(b).
- (f) Bruce Johnson was in attendance concerning agenda item 5.(l).
- (g) Andrew Ross, General Manager, Enterprise Centre was in attendance concerning agenda item 7.(c).

PART ONE – CONSENT AGENDA

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

Moved by Councillor L. Turco

Seconded by Councillor B. Hayes

Resolved that all the items listed under date 2009 10 13 - Part One - Consent Agenda [save and except 5.(l) Officially Read Not Dealt With] be approved as recommended. CARRIED.

- (a) Correspondence from AMO, OGRA and FCM was received by Council.
- (b) The letter from Municipal Property Assessment Corporation concerning Toronto Bank Towers Decision – Divisional Court was received by Council.
- (c) The Outstanding Council Resolutions List as of September 28, 2009 was received by Council.
- (d) The letter of request for a temporary street closing was accepted by Council.
1) on Russ Ramsay Way from Bay Street to the Civic Centre south lot entrance in conjunction with the Flag Raising Ceremony (October 18th).
The relevant By-law 2009-172 is listed under Item 10 of the Minutes.
- (e) The Municipal World article by George Cuff entitled Dysfunctional or Healthy? You Decide was received by Council.
- (f) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

5. (f) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 10 13 be approved as requested. CARRIED.
- (g) **Tenders for Equipment – Public Works and Transportation Department**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Manager of Purchasing dated 2009 10 13 be endorsed and that the tenders for the supply and delivery of various pieces of equipment, required by the Public Works and Transportation Department be awarded as recommended. CARRIED.
- (h) **Request for Proposal – Exterior Digital Signage – Essar Centre**
The reports of the Manager of Purchasing and the Commissioner of Community Services were accepted by Council.

Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the reports of the Manager of Purchasing and the Commissioner of Community Services dated 2009 10 13 be endorsed and that the proposal for Exterior Digital Signage at the Essar Centre, required by the Community Services Department be awarded as recommended. CARRIED.
- (i) **Tender for Emergency Back-Up Generator – Essar Centre**
The reports of the Manager of Purchasing and the Commissioner of Community Services were accepted by Council.

Moved by Councillor L. Turco
Seconded by Councillor B. Hayes
Resolved that the reports of the Manager of Purchasing and the Commissioner of Community Services dated 2009 10 13 be endorsed and that the tender or an Emergency Back-Up Generator for the Essar Centre, required by the Community Services Department be awarded as recommended. CARRIED.
- (j) **Financial Report @ June 30, 2009**
The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the reports of the Commissioner of Finance and Treasurer dated 2009 10 13 concerning Financial Report @ June 30, 2009 be received as information. CARRIED.

5. (k) **Sault Ski Racers – Request to Use City Land for Training**
The report of the Manager of Recreation and Culture was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Manager of Recreation and Culture dated 2009 10 13 concerning Sault Ski Racers - Request to use City Land for Training be accepted and the recommendation of the Parks and Recreation Advisory Committee that Council approve the request of the Sault Ski Racers for use of Finn Hill for training purposes for up to three days during the week from 4:00 to 6:00 p.m.; and that staff issue a permit for the use of a portion of Finn Hill by the Sault Ski Racers; and further that staff monitor the activity to ensure that it is not having an adverse effect on the recreational use of the hill, be approved.
CARRIED.
- (l) **Class B Truck Route Designation – Fifth Line East**
The report of the Commissioner of Engineering and Planning was received by Council.
- Moved by Councillor B. Hayes
Seconded by Councillor P. Mick
Be it resolved that comments of Bruce Johnson BE REFERRED to Mr. Brian Haigh of Read, Voorhees and Associates for a further report back to Council.
CARRIED.
- Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Commissioner Engineering and Planning dated 2009 10 13 concerning Class B Truck Route Designation - Fifth Line East be accepted and the recommendation that Council receives the report as information and maintain the present Truck Route classification for Fifth Line, be approved. OFFICIALLY READ NOT DEALT WITH.
- (m) **Reconstruction of St. Andrew's Terrace – Capital Works Program**
The report of the Director of Engineering Services was received by Council.
- Moved by Councillor L. Turco
Seconded by Councillor B. Hayes
Resolved that the report of the Director of Engineering Services dated 2009 10 13 concerning Reconstruction of St. Andrew's Terrace – Capital Works Program be received as information. CARRIED.

5. (n) **Request to Deem Lots 158, 159 and 160 – Plan 402 – Kehoe and Cozens Subdivision**

The report of the City Solicitor was accepted by Council. The relevant By-law 2009-171 is listed under Item 10 of the Minutes.

(o) **Wind Nets for Recycling Boxes**

The report of the Waste Diversion Supervisor was accepted by Council.

Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that the report of the Waste Diversion Supervisor dated 2009 10 13 concerning Wind Nets for Recycling Boxes be accepted and the recommendation that the City NOT proceed with the purchase and use of netting for blue boxes and that this issue be discussed when a new recycling contract is tendered in 2012, be approved. CARRIED.

(p) **Tourism Sault Ste. Marie (TSSM) on Behalf of DViant Films – Application to the City's Economic Development Fund (EDF)**

The report of the C.E.O., Economic Development Corporation was accepted by Council.

Moved by Councillor T. Sheehan

Seconded by Councillor B. Hayes

Resolved that the report of the CEO, Economic Development Corporation dated 2009 10 05 concerning Tourism Sault Ste. Marie on behalf of DViant Films - Application to the City Economic Development Fund (EDF) be accepted and the recommendation of the Sault Ste. Marie Economic Development Corporation Board that EDF funding in the amount of \$25,000.00 to offset City costs related to the DViant Films production "Longfellow" taking place in Sault Ste. Marie this November, be approved. CARRIED.

(q) **Provincial Approval of Funding for Aqueduct Repair Beneath Farwell Terrace**

The report of the General Manager, Sault Ste. Marie Region Conservation Authority was received by Council.

Moved by Councillor L. Tridico

Seconded by Councillor P. Mick

Resolved that the report of the General Manager, Sault Ste. Marie Region Conservation Authority dated 2009 10 13 concerning Provincial Approval of Funding for Aqueduct Repair Beneath Farwell Terrace be received as information. CARRIED.

(r) Correspondence from Parks Canada concerning facility rental fees at the Sault Ste. Marie Canal National Historic Sites planned for 2010 season was received by Council.

5. (s) **Tender for the Construction of Municipal Mausoleum – Phase XII**
The report of the Manager of Purchasing was accepted by Council.

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

Resolved that the report of the Manager of Purchasing dated 2009 10 13 be endorsed and that the tender for the construction of the Municipal Mausoleum Phase XII, required by the Cemeteries Division of the Public Works and Transportation Department, be awarded as recommended. CARRIED.

- (t) **Hub Trail Construction – Tarentorus School/Sutton Park/Anna McCrea School Areas – City Contract 2009-15E**
The report of the Planning Division was accepted by Council.

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

Resolved that the report of the Planning Division dated 2009 10 13 concerning the Hub Trail Construction – Tarentorus School/Sutton Park/Anna McCrea School Areas – City Contract 2009-15E be accepted and the Planning Director's recommendation that City Council award Contract 2009-15E (Hub Trail Construction – Tarentorus School/Sutton Park/Anna McCrea School areas) to Avery Construction, in the amount of \$1,081,104.20 (excluding GST); and

Further that City Council enter into an agreement with Kresin Engineering Inc. to provide design and contract administration services for the above-mentioned contract, at a cost of 10% of the total value of the contract (approximately \$108,110.42, excluding GST) be endorsed. CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (8) BOARDS AND COMMITTEES

- (a) **Report of the Procedure By-law 99-100 Review Committee**

The report of the Chair, Procedure By-law Review Committee was accepted by Council.

6. (8)
(a) Moved by Councillor J. Caicco
Seconded by Councillor L. Turco
Resolved that the report of the Chair, Procedure By-law 99-100 Review Committee dated 2009 10 13 be accepted and the recommendation that amendments to Procedure By-law 99-100 as contained in the report of the Procedure By-law 99-100 Review Committee dated 2009 10 13 be approved, and further that the City Solicitor be authorized to prepare the appropriate amendment to By-law 99-100 for an upcoming Council meeting agenda.
CARRIED.

Recorded Vote

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

Against: Councillor F. Manzo

Absent: Nil

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

- (a) Moved by Councillor O.Grandinetti
Seconded by Councillor F. Manzo
Whereas City Council is currently reviewing Procedure By-law 99-100; and
Whereas, in the interest of completing all of the City's business by a reasonable hour, Council is being asked to consider starting caucus meetings prior to the regular open Council meeting; and
Whereas having a caucus meeting is not always required and in any event requires a resolution of Council passed in open session to legally allow a caucus meeting; and
Whereas it is important for any level of government to ensure stable access to meetings for the public;
Now therefore be it resolved that City Council amend Procedure By-law 99-100 Section 3 (1) so that the regular meetings of City Council shall be held at 3:00 p.m. commencing the first regular meeting of 2010. (TABLED TO THE 2011 – 2014 CITY COUNCIL) OFFICIALLY READ NOT DEALT WITH.

7. (b) Moved by Councillor S. Butland
Seconded by Councillor L. Turco
Whereas Sault Ste. Marie has declared itself to be the Alternative Energy Capital of North America; and
Whereas local biodiesel production could become an integral component of such a designation; and
Whereas this biodiesel could be produced locally using solely local feedstocks such as waste, vegetable oil, sunflower seeds and oilseed and fibre crops as produced by Algoma District farmers;
Be it resolved that the City of Sault Ste. Marie be a signatory to the attached Memorandum of Understanding as approved by all other noted principals in the M.O.U. CARRIED.
- (c) Moved by Councillor T. Sheehan
Seconded by Councillor S. Myers
Whereas Business Incubators are programs designed to accelerate the successful development of entrepreneurial companies through an array of business support resources and services, developed and orchestrated by incubator management and offered both in the incubator and through its network of contacts; and
Whereas incubators vary in the way they deliver their services, in their organizational structure, and in the types of clients they serve; and
Whereas successful completion of a business incubation program increases the likelihood that a start-up company will stay in business for the long term: Historically, 87% of incubator graduates stay in business;
Now therefore be it resolved that City Council endorses an exploratory meeting with Andrew Ross, General Manager of the Sault Ste. Marie Enterprise Centre (ECSSM); Don McConnell, Planning Director; Downtown Association; Sault Ste. Marie Innovation Centre; Chamber of Commerce; City Councillor Terry Sheehan; and any other interested private/public sector players to examine the feasibility of developing a Business Incubator(s) which would be located in Sault Ste. Marie's Downtown that would have a purpose of incubating businesses that create jobs and fill vacant space/property in the City; and
Further that the ECSSM be asked to report back to City Council at a future date with its findings and recommendations for Council's consideration. CARRIED.
- (d) Moved by Councillor T. Sheehan
Seconded by Councillor S. Myers
Whereas Sault Ste. Marie City Council is on record calling on Greyhound Canada to continue bus service from Sault Ste. Marie to the west via Highway 17; and
Whereas no bus service will have an extremely negative effect on many people who use Greyhound Canada bus transportation from/to Sault Ste. Marie and other areas of Canada particularly those travelling to educational institutions like Sault College/Algoma University, people supporting their families via travel for

7. (d) economic opportunities, seniors who cannot or choose not to drive, individuals receiving much needed health care, tourists, and those who travel via Greyhound for various other reasons; and

Whereas North Country Travel is in the process of developing a business case to be an alternative bus service in the event that Greyhound Canada withdraws service from Sault Ste. Marie to Ontario's northwest;

Now therefore be it resolved that City Council renews its call for Greyhound Canada to continue its operations west of Sault Ste. Marie and further that City Council shows its support for North Country Travel's efforts to provide much needed bus service from Sault Ste. Marie through Northwestern Ontario to Manitoba (linking bus service for all of Canada) in the event that Greyhound Canada divests itself of its operations in Northwestern Ontario.

Copy resolution to North Country Travel, Greyhound Canada, Prime Minister of Canada, Premier of Ontario, Premier of Manitoba, FCM, AMO, Association of Manitoba Municipalities (AMM). CARRIED.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 10 13 be approved. CARRIED.

(a) Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that By-law 2009-170 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 13th day of October, 2009. CARRIED.

(b) Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that By-law 2009-171 being a by-law to deem not registered for purposes of subdivision control certain lots in the Kehoe and Cozens Subdivision, being lots 158, 159 and 160, Block 5, pursuant to Section 50(4) of the Planning Act be read three times and passed in Open Council this 13th day of October, 2009. CARRIED.

10. (c) Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that By-law 2009-172 being a by-law to authorize the temporary closing of Russ Ramsay Way from Bay Street to Civic Centre South parking lot entrance (easterly entrance) on October 18, 2009 to facilitate a Flag Raising Ceremony be read three times and passed in Open Council this 13th day of October, 2009. CARRIED.

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

(a) Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that Council shall now go into caucus to:
1. discuss several labour relations matters concerning impending senior staff vacancy replacements and concerning employee negotiations; 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 L. Turco
Seconded by Councillor B. Hayes
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°: 09/069

To the attention of the Clerk and Council
October 15, 2009

ALERT

AMO Report to Members on September 2009 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the September 2009 Board meeting follow:

H1N1 and Influenza Season Update

The Board received an update from the Ministry of Health and Long-Term Care on the emergence of H1N1 and other influenza strains and their likely impact on this year's flu season. Prevention plans were described including immunization and antivirals and the role of public health units and local pharmacies in addressing outbreaks of H1N1 in communities.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca; phone: 416-971-9856 ext. 329.

Recommendations on Provincial Review of Long Term Affordable Housing Strategy

The Board approved two recommendations for submission to the Long Term Affordable Housing Strategy. To shift from prescriptive legislation to the kind of permissive legislation required to support the consolidation of about 28 housing and homelessness programs into a single, outcomes-based housing program, the Act will need to be changed. The Board recommended legislative amendments required to support the consolidation of all programs consistent with the report of the PMFSDR and to vest AMO and the City of Toronto with the responsibility of appointing municipal/DSSAB representatives to the Social Housing Services Corporation Board of Directors.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca; phone: 416-971-9856 ext. 329.

Response to Accessibility for Ontarians with Disabilities Act (AODA) Built Environment Standard

The Board endorsed seven recommendations to be submitted to the public review on the initial draft Built Environment Standard. The recommendations and key issues were provided to the members in an ALERT issued September 28, 2009.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca; phone: 416-971-9856 ext. 329.

AMO's Federal Gas Tax Fund and Public Transit Fund Outcomes Report

Board approved public release of the AMO Gas Tax Fund & Public Transit Fund Outcomes Report which demonstrates that investments in environmentally sustainable municipal infrastructure have led to cleaner water, cleaner air, and reduced Greenhouse gas emissions. The report demonstrates that municipalities have leveraged this long-term, predictable funding source to invest in local priorities that contribute to these environmental objectives while improving community sustainability. The complete report can be found on a new interactive website titled *Gas Tax at Work* at www.gastaxatwork.ca.

Contact: Judy Dezell, Project Manager, email: jdezell@amo.on.ca; phone: 416-971-9856 ext. 306.

Bill 186, Violence and Harassment in the Workplace

The Board received an update on Bill 168, an amendment to the Occupational Health and Safety Act regarding new requirements for employers on violence and harassment. A recommendation was passed that AMO support the goals and policies of the Bill but recommends changing the implementation process to one year from six months. AMO will also ask for clarification on a number of matters including expectations for work refusal and prevention of domestic violence in the workplace.

Contact: Darcy Higgins, Policy Advisor, email: dhiggins@amo.on.ca; phone: 416-971-9856 ext. 315.

SLAPP (Strategic Lawsuit Against Public Participation)

The Board received resolutions regarding SLAPP from the City of Mississauga, City of Hamilton and 62 other municipalities. SLAPPs or assigning costs at OMB hearings to citizens is a tactic, which often leads to a "chill effect" that discourages citizens' participation in local decision making. The National Assembly of Quebec has passed a change to their Code of Civil Procedures to prevent such cases. The Board resolved that AMO staff meet with staff in the Ministry of Municipal Affairs and Housing in order to develop solutions to prevent SLAPPs and to avoid undue costs placed on citizens in OMB hearings to protect those with legitimate concerns.

Contact: Darcy Higgins, Policy Advisor, email: dhiggins@amo.on.ca; phone: 416-971-9856 ext.315.

Giant Hogweed – Weed Control Act

The Board received resolutions from the Township of Huron-Kinloss and twenty other municipalities asking the Province that Giant Hogweed be added to the Weed Control Act to help prevent the spread of this toxic, non-native plant. The Board resolved that AMO write to the relevant ministries asking them to work collaboratively to develop a strategy on Giant Hogweed that would aim towards province-wide elimination of the species, using public education, effective control strategies and adequate municipal authority.

Contact: Darcy Higgins, Policy Advisor, email: dhiggins@amo.on.ca; phone: 416-971-9856 ext. 315.

Proposed Medical Officer of Health and Associate Medical Officer of Health Compensation

The Board was advised that Ministry of Health and Long-Term Care (MOHLTC) is offering 100% incremental funding of salary and benefits for Medical Officers of Health on top of current board of health compensation in order to move Medical Officers' of Health and Associate Medical Officers' of Health compensation into the ranges specified in the 2008 OMA Physician Services Agreement.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca; phone: 416-971-9856 ext. 329.

Energy Issues Update

The Board received an update on the Regulations and other recent decisions related to the *Green Energy and Green Economy Act, 2009*. The Ontario Government listened to AMO and amended the regulations to accommodate municipal concerns. The amendments ensure municipalities are consulted prior to the government approving applications, stringent setbacks are in place for certain projects, and municipalities will be compensated for increased costs. The five of the recently announced *Ten Steps to Green Energy* that are pertinent to municipalities are the transmission upgrades, feed-in tariff program, renewable energy approval, the creation of the renewable energy facilitation office, and the municipal renewable energy compensation program. More details about these initiatives are in AMO [Alert 09/066](#) from September 28. AMO will continue to evaluate pertinent regulations as they are developed and will bring recommendations forward.

Contact: Scott Vokey, Energy Services Coordinator, email: svokey@amo.on.ca; phone: 416-971-9856 ext. 357.

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

MINUTES

SESSION 13

THE COUNCIL OF

THE CORPORATION OF THE CITY OF MISSISSAUGA

(www.mississauga.ca)

WEDNESDAY, JUNE 24, 2009, 9:00 A. M.

COUNCIL CHAMBER

300 CITY CENTRE DRIVE

MISSISSAUGA, ONTARIO L5B 3C1

0130-2009 Moved by: Nando Iannicca Seconded by: Katie Mahoney

WHEREAS the Ontario Government recently passed the 2009 Provincial Budget which included the harmonization of the Federal GST and Provincial PST into a single sales tax of thirteen (13%) per cent;

AND WHEREAS the harmonized sales tax (HST) will be implemented on July 1, 2010;

AND WHEREAS Ontario businesses, municipalities and citizens are currently experiencing financial challenges due to the economic downturn;

AND WHEREAS notwithstanding that this initiative should benefit businesses which are currently required to comply with two separate sets of tax rules and should improve Provincial Government efficiency, the harmonized sales tax will have a negative impact on the City as well as many taxpayers and residents of the City of Mississauga as it will apply to many goods and services that are currently exempt from provincial sales tax;

Council - 34 - June 24, 2009

AND WHEREAS the harmonization of the GST and PST will have the effect of adding an additional eight (8%) per cent tax to items such as gasoline, heating fuel, water, hydro, real estate commissions, home renovations, used cars, personal services, chiropractic services, massage therapy, legal fees, prescriptions, as well as facility rental fees, registration fees and memberships for municipal recreational services used by residents and in particular families, youth and seniors;

AND WHEREAS the increased costs resulting from the harmonization of the Federal GST and Provincial PST may have a negative impact on the affordability of recreation, fitness, and other municipal programs provided generally throughout the City and reduce participation in such programs and activities which benefit the overall health and well being of citizens;

THEREFORE BE IT RESOLVED that:

1. The government of the Province of Ontario be requested to mitigate the impact of the implementation of the proposed HST in light of the current economic downturn, and until additional public consultation and input is received, and that implementation of the HST be phased in gradually as a means to mitigate against the cost increases that the HST will produce, and the negative impacts that will result;
2. The government of the Province of Ontario be requested to exempt

5(b)

rental and registration fees in respect of municipal facilities and programs from the application of the new HST, or alternatively, that measures designed to mitigate against the increased costs of these services be implemented to ensure that all residents, and especially families, youth and seniors are able to afford and participate in these important programs which are provided throughout the City;

3. The Association of Municipalities of Ontario be requested to lobby the Provincial Government to provide for such exemptions or mitigation measures which would ensure the continued affordability of all municipal programs for our residents.

Carried

LA.07.Tax

5(b)



Algoma
PUBLIC HEALTH
Santé publique Algoma

AA Northan MD MHSc FRCP(C)
Medical Officer of Health
www.algomapublichealth.com

October 14, 2009

Blind River
P.O. Box 194
98 Lawton Street
P0R 1B0
Tel: 1 (705) 356-2551
TF: 1 (888) 356-2551
Fax: 1 (705) 356-2494

Attention: Tony Martin, MP
Carol Hughes, MP

David Orazietti, MPP
Mike Brown, MPP

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

The Algoma Public Health Board passed the attached resolution related to the threat that the Greyhound bus will not travel west of Sault Ste Marie in a few months time.

Isolation is a reality in the north and affordable transportation is vital to many in Algoma's rural northwest area.

The Board requests that all levels of government, municipal, provincial and federal explore this issue with the objective of identifying a means of maintaining bus service, either through Greyhound or through an alternate company.

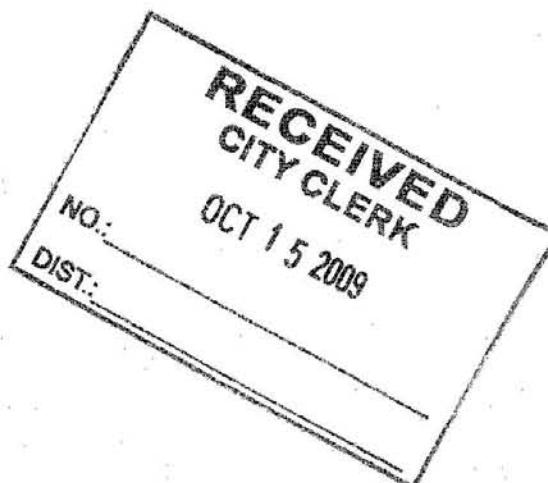
Sincerely,

Guido Caputo
Algoma Public Health Board Chair

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

Attached – 1 document

Cc Municipal Councils
Algoma Public Health Board Members





Algoma
PUBLIC HEALTH
Santé publique Algoma

5(b)

RESOLUTION NO. 2009-67

DATE: September 9, 2009

MOVED: *Rody*

SECONDED: *Capillo*

WHEREAS many residents of Wawa and surrounding area require transportation to Sault Ste. Marie for medical treatment and,

WHEREAS the Greyhound bus lines has served as an important link to people in this area,

THEREFORE be it resolved that the Board of Directors for Algoma Public Health encourage the

Minister of Health to investigate and resolve the issues that have threatened this vital transportation link.

CARRIED: Chair's Signature

C. Caputo

Chair - Guido Caputo

Vice Chair - John Currie

Janet Blake

Rosario Capillo

Lila Cyr

Karen Marinich

Susan Myers

Gordon Post

Scot Reinhardt

Ron Rody

Anthony Rossi

5(c)

Minister of Transport,
Infrastructure and Communities



Ministre des Transports,
de l'Infrastructure et des Collectivités

Ottawa, Canada K1A 0N5

OCT - 6 2009

RECEIVED
CITY CLERK

OCT - 9 2009

NO.: _____

DIST.: _____

Ms. Donna P. Irving
City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Ms. Irving:

I am writing in response to your correspondence of January 29, 2009, regarding the approval of a resolution pertaining to transportation infrastructure adopted by the City of Sault Ste. Marie. I also note the enclosed letter from Mr. Joseph M. Fratesi, Chief Administrative Officer of The Corporation of the City of Sault Ste. Marie, on this issue.

The federal government recognizes that investments in transportation infrastructure are critical to maintaining Canada's economic productivity and promoting the quality of life and safety of its citizens. Accordingly, the government is taking action through the Building Canada plan by making strategic investments in infrastructure that contribute to a growing economy, a cleaner environment, and strong and prosperous communities. I should note that the \$33-billion Building Canada plan represents the largest federal commitment to public infrastructure ever made.

The \$8.8-billion Building Canada Fund, which is a major element of the Building Canada plan, will invest in critical national priorities, such as clean water, sewage treatment, the core National Highway System, public transit and green energy. Funding will also be available to address local priorities and objectives, such as short-sea shipping infrastructure.

Canada

5(c)

Budget 2009 provides an additional \$500 million to the \$1.1-billion Communities Component of the Building Canada Fund, which is focused on projects in communities with populations of less than 100,000. The additional funding will be made available for projects that can complete construction in the next two years. All projects under the Communities Component will be cost-shared with provinces, territories and municipalities. I encourage you to consult www.bcfontario.ca for information on submitting an application under Building Canada's Communities Component in Ontario. More information on the Building Canada plan is available at www.buildingcanada.gc.ca.

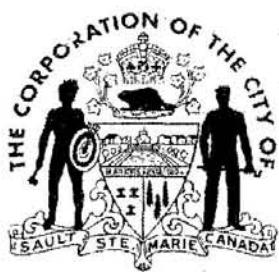
The Building Canada plan will also continue to provide a source of long-term, predictable funding for municipalities. More than 50% of Building Canada (\$17.6 billion) goes to municipalities to fund their priorities. This is achieved through the Gas Tax Fund, and through the GST Rebate. The Gas Tax transfer to municipal governments doubled in April to \$2 billion.

I trust that the foregoing has clarified my position with respect to this matter. Thank you for writing.

Sincerely,



John Baird, P.C., M.P.



CITY COUNCIL RESOLUTION

5(c)

Agenda Item

Date: January 26, 2009

MOVED BY
SECONDED BY

Councillor
Councillor

S. Butland
J. Caicco

Whereas improvement to transportation infrastructure has long been identified by City Council and the Sault Ste. Marie Global Gateway Transportation Committee as absolutely essential to the sustainability and growth of our region; and

Whereas representatives of both the City and the Committee have recently made presentations to the Federal and Provincial governments concerning "Transportation Opportunities in Sault Ste. Marie", given our obvious strategic location and potential; and

Whereas the opportunities to grow our region and Northern Ontario will depend heavily on the senior levels of government participating in the renewal and expansion of existing transportation infrastructure; and

Whereas our region's most immediate and critical need is the improvement and expansion of our local port/harbour facilities, which will allow for the growth of not only major industry in Sault Ste. Marie, including Essar Algoma Steel and Tenaris Algoma Tubes, but also initiatives throughout all of Northern Ontario; and

Whereas the development of a new deep water port/harbour in Sault Ste. Marie would fit nicely into the principles of current Federal initiatives and the Northern Growth Plan, currently being finalized, in that it would act as a major stimulant and facilitator for new and sustainable growth in the new economy of Northern Ontario;

.2

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

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

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

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



CITY COUNCIL RESOLUTION

5(c)

Agenda Item

Date: January 26, 2009

MOVED BY
SECONDED BY

Councillor
Councillor

S. Butland
J. Caicco

Page Two

Now therefore be it resolved that City Council supports and endorses private sector efforts to develop a new and expanded deep water port/harbour facility in Sault Ste. Marie to help grow the economy of all of Northern Ontario and further that City Council encourages both the Federal and Provincial governments, as part of their efforts to stimulate the economy, to look favourably at assisting with this initiative.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

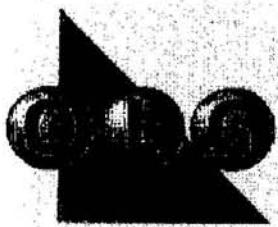
OFFICIALLY READ NOT DEALT WITH

SIGNATURE

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

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

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

5(d)**CONFIDENTIAL
FAX COVER SHEET****ONTARIO LOTTERY AND GAMING
CORPORATION (OLG)**4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8
Ph: 416-224-7047 Fax: 416-224-7002**Date:** **October 20, 2009****To:** **Mayor John Rowswell**
City of Sault Ste. Marie**Fax:** **705-541-7171****From:** **Jake Pastore**
Manager, Municipal and Community Relations**Message:**

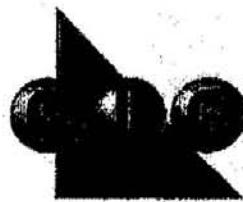
Please note that there will be a financial transaction to your Municipality's account today in the amount of \$404,405.

This transaction represents the quarterly payment of the 5%-2% allocation from July 1, 2009 to September 30, 2009 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of the OLG Casino Sault Ste. Marie. This brings the grand total to \$16,613,503.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

cc **John Black**
 Chief Financial Officer
 Ontario Lottery and Gaming Corporation (OLG)

5(d)

**NEWS RELEASE****For Immediate Release
October 20, 2009****OLG DISTRIBUTES \$404,405 TO SAULT STE. MARIE
TO ASSIST SAULT AREA HOSPITAL AND PHYSICIAN RECRUITMENT**

SAULT STE. MARIE— Sault Ste. Marie received \$404,405 today for hosting OLG Casino Sault Ste. Marie. The payment was for the host municipality's second-quarter share of slots revenue (July to September 2009). To date, Sault Ste. Marie has received more than \$16.6 million in non-tax gaming revenue. Payments are made on a quarterly basis according to the government fiscal year, which runs April to March. OLG Casino Sault Ste. Marie opened on May 24, 1999. Since opening, the facility has attracted more than 9.3 million visitors.

"OLG Casino Sault Ste. Marie is an important community partner providing substantial benefits to the City of Sault Ste. Marie since 1999," said MPP David Orazietti. "Through the sharing of gaming revenue, we are able to continually invest in our community and support important local initiatives and programs."

The City designates its share of slots revenue to support the development of the new hospital and physician recruitment program. The City allocates \$1 million per year from its share of slot revenues towards funding the new hospital – a thirteen year commitment that will benefit the community of Sault Ste. Marie and surrounding area.

In total, OLG issued more than \$18.9 million in second-quarter non-tax gaming revenue payments to 23 host municipalities that host OLG Casinos and OLG Slots-at-racetrack facilities. To date, OLG has distributed \$653 million to these host municipalities.

Each municipality hosting an OLG Casino facility receives five per cent of the gaming facility's gross slot machine from the first 450 slot machines and two per cent from any additional machines over that number. Funds are used at the discretion of the municipality.

In 2009/2010, the province will allocate \$120 million in gaming revenue to support charities through the Ontario Trillium Foundation (OTF).

Every year, the Government of Ontario allocates two per cent of gross revenue from slot machines at OLG Casinos and OLG Slots-at-racetrack facilities to the province's problem gambling program for research, treatment and prevention programs. The amount for fiscal 2009/2010 is estimated at \$39 million.

OLG Casino Sault Ste. Marie is owned, operated and managed by OLG.

5(d)

2

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG lotteries, Casinos, Slots, and Resort Casinos have generated more than \$28 billion for the benefit of the Province of Ontario. Gaming proceeds support Ontario's hospitals, amateur sport, recreational and cultural activities, communities, provincial priority programs such as health care and education, and local and provincial charities and non-profit organizations through the Ontario Trillium Foundation.

Know your limit, play within it!

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505
Disponible en français

-30-

Media Contact: OLG Public Relations (888) 946-6716

www.OLG.ca

5(d)

CASINO REVENUE SUMMARY

City of Sault Ste. Marie

CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,926,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%

2006

January 1 to March 31, 2006	344,906
April 1 to June 30, 2006	355,429
July 1 to September 30, 2006	386,201
October 1 to December 31, 2006	369,383
Total 2006	1,455,919
	-7.7%

2007

	2007	2006
January 1 to March 31, 2007	358,727	
April 1 to June 30, 2007	386,432	
July 1 to September 30, 2007	418,484	
October 1 to December 31, 2007	366,564	
Total 2007	1,530,207	5.1%

2008

January 1 to March 31, 2008	352,418
April 1 to June 30, 2008	388,382
July 1 to September 30, 2008	399,403
October 1 to December 31, 2008	376,837
Total 2008	1,517,040
	-0.9%

2009

2009	
January 1 to March 31, 2009	356,734
April 1 to June 30, 2009	372,517
July 1 to September 30, 2008	<u>404,405</u>
	<u>1,133,656</u>

Total Funds Received since 1999 16,613,505

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%		

5(e)

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 10 26

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel requests are presented to you for approval:

1. **Susan Hamilton Beach - Engineering & Planning Department**
2009 MEA Annual Workshop
November, 2009
Kingston, ON
Estimated total cost to the City - \$ 1,399.90
Estimated net cost to the City - \$ 1,399.90

2. **Catherine Taddo - Engineering & Planning Department**
2009 MEA Annual Workshop
November, 2009
Kingston, ON
Estimated total cost to the City - \$ 1,399.90
Estimated net cost to the City - \$ 1,399.90

Yours truly,

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

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(f)



2009 10 26

Mayor John Rowswell
and Members of City Council

RE: 2010 COUNCIL MEETING SCHEDULE

In accordance with City Council Procedure By-law 99-100, I am recommending the following Regular Council Meeting Schedule for 2010. Meetings commence at 4:30 p.m. (public hearings on Planning Applications commence at 5:30 p.m.).

January 11	July 19
January 25	
February 8	August 23
February 22	September 13
March 8	September 27
March 22	October 12
April 12	October 25
April 26	November 22
May 10	December 6 – Inaugural Meeting
May 31	December 13
June 14	
June 28	

Voting Day for the 2010 Municipal Election is November 8th.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donna P. Irving".

Donna P. Irving
City Clerk

DPI:ba

cc J. Fratesi, C.A.O.

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

Joseph M. Fratesi
Chief Administrative Officer

5(f)

Calendar for year 2010 (Canada)

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	
3	4	5	6	7	8	9
10	(11)	12	13	14	15	16
17	18	19	20	21	22	23
24	(25)	26	27	28	29	30
31						

7:0 15:0 23:0 30:0

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
7	(8)	9	10	11	12	13
14	15	16	17	18	19	20
21	(22)	23	24	25	26	27
28						

5:0 13:0 21:0 28:0

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
7	(8)	9	10	11	12	13
14	15	16	17	18	19	20
21	(22)	23	24	25	26	27
28	29	30	31			

7:0 15:0 23:0 29:0

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
4	5	6	7	8	9	10
11	(12)	13	14	15	16	17
18	19	20	21	22	23	24
25	(26)	27	28	29	30	31

6:0 14:0 21:0 28:0

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	(10)	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	(31)					

6:0 13:0 20:0 27:0

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
6	7	8	9	10	11	12
13	(14)	15	16	17	18	19
20	21	22	23	24	25	26
27	(28)	29	30			

4:0 12:0 19:0 26:0

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29	30	31

4:0 11:0 18:0 25:0

August						
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		1	2	3	4	5
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	(23)	24	25	26	27	28
29	30	31				

3:0 9:0 16:0 24:0

September						
Su	Mo	Tu	We	Th	Fr	Sa
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5	6	7	8	9	10	11
12	(13)	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30		

1:0 8:0 15:0 23:0 30:0

October						
Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
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7:0 14:0 22:0 30:0

November						
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21	(22)	23	24	25	26	27
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6:0 13:0 21:0 28:0

December						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30	31	

5:0 13:0 21:0 27:0

Holidays and Observances:											
Jan 1	New Year's Day										
Jan 2	Day After New Year's Day (QC)										
Jan 6	Epiphany										
Feb 2	Groundhog Day										
Feb 8	Islander Day (PE)										
Feb 14	Valentine's Day										
Feb 15	Louis Riel Day (MB)										
Feb 15	Family Day (AB, ON, SK)										
Mar 8	Commonwealth Day										
Mar 14-20											
Mar 17	St. Patrick's Day										
Mar 17	St. Patrick's Day (NL)										
Apr 2	Good Friday										
Apr 4	Easter Sunday										
Apr 5	Easter Monday										
Apr 9	Vimy Ridge Day										
May 24	Victoria Day (All except NB, NS, PE)										
Jun 21	National Aboriginal Day										
Jul 24	St. Jean Baptiste Day (QC)										
Jul 1	Canada Day										
Jul 9	Nunavut Day (NU)										
Aug 2	Heritage Day (AB)										
Aug 2	August 15-18										
Aug 2	New Brunswick Day (NB)										
Aug 2	AMO Conference										
Aug 2	British Columbia Day (BC)										
Aug 2	Civic/Provincial Day (MB, NT, ON, SK)										
Sep 6	Labour Day										
Oct 11	Thanksgiving Day (All)										
Oct 31	Halloween										
Nov 8	November 8 - Voting Day										
Nov 11	Remembrance Day (All except MB, NS, ON, QC)										
Dec 11	Anniversary of the Statute of Westminster										
Dec 24	Christmas Eve										
Dec 25	Christmas										
Dec 26	Boxing Day (All except AB, BC, NU, PE)										
Dec 31	New Year's Eve										

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Home page | Linking | Site Map | Site Search | Date Menu | The World Clock | Calendar | Countdown

5(g)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2009 10 26

Mayor John Rowswell and
Members of City Council
Civic Centre

Re: Tender for Parking Lot Snow Removal

Attached hereto for your information and consideration is a summary of the tenders received for Snow Plowing and Removal from Municipal Parking Lots during the 2009-2010 winter season.

The tender was publicly advertised and tender documents mailed to all firms on our bidders list. A public opening of the tenders received was held October 15, 2008, with Councillor Lou Turco representing City Council.

The tenders received have been evaluated and reviewed with Mr. Art Gagnon, Assistant Manager Transit/Parking, Public Works & Transportation Department. The low tendered prices, meeting specifications, have been identified on the attached summary.

The tendered prices submitted represent the cost per frequency of snow removal and the total value of this tender amounts to approximately \$143,750.00 annually.

RECOMMENDATION

It is therefore my recommendation that the tender for Parking Lot Snow Removal be awarded on a split-basis as follows:

Group 1	R.H. Contracting
Group II	Frank Marello
Group III, IV & V	1187877 Ont. Inc. (Nick Parniak)

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
P.O. BOX 580 * CIVIC CENTRE * SAULT STE. MARIE, ONTARIO, CANADA P6A 5N1
TEL: (705) 759-5299 * FAX: (705) 759-1842

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: DRAWN FROM VARIOUS SNOW REMOVAL ACCOUNTS**

Received: October 15, 2009
File: 2009AF02

**SUMMARY OF TENDERS
PARKING LOT SNOW REMOVAL**

Price Per Occurrence (Not Including GST)	<u>Frank Marrello</u> <u>Trucking</u> <u>Sault Ste Marie</u>	<u>1187877 Ont. Inc.</u> <u>(Nick Parniak)</u> <u>Sault Ste Marie</u>	<u>Pioneer Construction</u> <u>Sault Ste Marie</u>	<u>R.H. Contracting</u> <u>Sault Ste Marie</u>	<u>T.C. Contracting Inc.</u> <u>Sault Ste Marie</u>
Group I					
Steelback Centre Parking Lot		\$815.00	\$940.00	\$655.00	\$800.00
King-Albert Parking Lot		\$509.00	\$645.00	\$395.00	\$575.00
Bruce Street Parking Lot		\$275.00	\$465.00	\$220.00	\$300.00
Transit Terminal Parking Lot		\$271.00	\$580.00	\$285.00	\$375.00
International Parking Lot		\$345.00	\$525.00	\$275.00	\$400.00
Total Group I	No Bid	\$2,215.00	\$3,155.00	\$1,830.00	\$2,450.00
Group II					
Bell Ave. Parking Lot	\$250.00	\$260.00	\$475.00	\$255.00	\$380.00
Bingham Parking Lot	\$270.00	\$283.00	\$475.00	\$275.00	\$350.00
Spring-March Parking Lot	\$320.00	\$328.00	\$650.00	\$350.00	\$400.00
Museum (rear) Parking Lot	\$170.00	\$181.00	\$350.00	\$190.00	\$200.00
Brock-Albert Parking Lot	\$430.00	\$441.00	\$560.00	\$680.00	\$425.00
807 Queen Parking Lot	\$260.00	\$271.00	\$395.00	\$295.00	\$300.00
Total Group II	\$1,700.00	\$1,764.00	\$2,905.00	\$2,045.00	\$2,055.00
Group III					
Ontario Works Centre Parking Lot	\$275.00	\$150.00	\$690.00	\$300.00	\$500.00
Albert-Brock Parking Lot	\$425.00	\$270.00	\$690.00	\$550.00	\$590.00
Group IV					
John Rhodes Community Centre	No Bid	\$1,080.00	\$2,275.00	\$1,400.00	\$1,400.00
Group V					
Civic Centre South Parking Lot	\$520.00	\$405.00	\$1,550.00	\$720.00	\$300.00
Civic Centre North Parking Lot	\$175.00	\$315.00	\$630.00	\$190.00	\$300.00
Total Groups III, IV & V	\$1,395.00	\$2,220.00	\$5,835.00	\$3,160.00	\$3,090.00

The Lowest Priced Tender, meeting Requirements, for each Grouping Area is boxed above.

Group I - R.H. Contracting

Group II - Frank Marrello

Groups III, IV, & V - 1187877 Ont. Inc. (Nick Parniak)

It my recommendation that the lowest tendered price, for each Grouping Area, be accepted.

Ralph Robertson
Manager of Purchasing

56(6)

5(h)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2009 10 26

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

Re: Tender for Civic Centre HVAC Upgrade – Phase 2

Attached hereto for your information and consideration is a summary of the tenders received for HVAC Upgrade – Phase 2 at the Civic Centre as required by the Engineering & Planning Department, Building Services Division.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders received was held October 14, 2009, with Councillor Steve Butland representing City Council.

The tenders received have been thoroughly evaluated and reviewed with Met Energy Systems, the consultant for the project, and with Mr. Jerry Dolcetti, Commissioner of Engineering & Planning. The low tendered price, meeting specifications, has been identified on the attached summary. A copy of the Engineer's Report is attached for your reference.

The funds for this project come from the Ventilation Systems account previously approved by Council.

RECOMMENDATION

It is therefore my recommendation that the tender for HVAC Upgrade – Phase 2 at the Civic Centre, be awarded to S & T Electrical Contractors Ltd., at their low tendered price of \$199,847.00, excluding GST.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson
Manager of Purchasing

RR:nt
Attach.

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$200,000.00**

**RECEIVED: October 14, 2009
File #2009AD03**

**SUMMARY OF TENDERS
HVAC UPGRADE - PHASE 2 - CIVIC CENTRE**

<u>Firm</u>	<u>Completion Time</u>	<u>Total Tendered Price (G.S.T. extra)</u>	<u>Remarks</u>
Henderson Metal Fabricating Co. Ltd. Sault Ste. Marie, ON	16 wks	\$202,940.00	Meets specifications Bid Bond submitted
S & T Electrical Contractors Limited Sault Ste. Marie, ON	24 wks	\$199,847.00	Meets specifications Bid Bond submitted

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

It is my recommendation that the low quoted price, submitted by S & T Electrical Contractors Limited., be accepted.

Ralph Robertson
Manager of Purchasing

5(h)

5(h)



Memo

MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 204
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
Fax: (705) 942-1477

ATTENTION: Roger Caron **DATE:** October 14th, 2009
COMPANY: City of Sault Ste. Marie **MET REF.:** 09M52
FROM: John Veltri **DOCUMENT NO.:** F-001
COPIES: Tim Janzen
SUBJECT: HVAC UPGRADE PHASE 2 – CIVIC CENTRE
NO. PAGES: 10 (Including this page)

Roger,

Tendering for the **HVAC Upgrade Phase 2 at Civic Centre** closed on Wednesday October 14th, 2009 at 3:00 pm. Two (2) tenders were received for the project as shown on the attached summary.

We have reviewed the tenders and are recommending that the contract for the **HVAC Upgrade Phase 2 Project** be awarded to **S&T Electrical Contractors** in the amount of **\$199,847.00 (plus GST)**, as stated on the bid form submitted.

S&T Electrical Contractors have indicated on their quotation that work for this project can be completed in 24 weeks. This means the contact should be substantially completed by April, 2010.

If you have any questions or concerns, feel free to contact us.

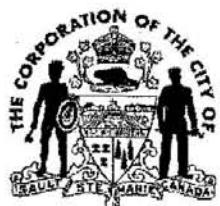
Yours truly,

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

John Veltri

	Contractor	Tender Bid	Additional GST	Total Price	Addendums Inc.	Time to Complete	Bonding
1	S&T Electrical	\$199,847.00	\$9,992.35	\$209,839.35	0	24 Weeks	Yes
2	Henderson Metal	\$202,940.00	\$10,147.00	\$213,087.00	0	16 Weeks	Yes

(y)26



October 26, 2009

Mayor John Rowswell
and Members of City Council

**BY-LAW ON SMOKING IN PARKS AND OUTDOOR RECREATION FACILITIES -
UPDATE**

Council passed the following resolution at their September 14, 2009 meeting:

*Whereas City Council has received consent report 5.(p) from the City Solicitor in regards to 10.(f) By-law 2009-155 (dealing with smoking outdoors); and
Whereas Section 41(3) of Procedure By-law 99-100 allows City Council to carry out a third reading of the By-law at a future date; and*

Whereas no consultation has taken place with the citizens of Sault Ste. Marie, public/private stakeholders and permit purchasers (City's customers) on this important matter;

Now therefore be it resolved that City Council invoke section 41(3) of the Procedure By-law and defer the third reading of By-law 2009-155 to allow for proper public consultation; and

Further be it resolved that City staff advertise By-law 2009-155 and that any feedback regarding the By-law be welcomed and if appropriate the contents of the By-law in question be amended to reflect the results of the public consultation.

Staff enacted on the resolution by doing the following:

1. City Web Page - Information was posted (see attached copy of the web page) in multiple locations stating:
 - Brief description of the proposed amendment.
 - How to provide comments.
 - How to get further information on the by-law.
2. Print Media advertisements were placed in both the Sault Star and Sault This Week specifically to advertise the details of the public consultation meeting. Copies of the ads are attached.
The Sault Star ad ran on September 19th and 26th.
The Sault This Week ad ran on September 23rd and 30th.

3. Radio Announcements – A written copy of the radio announcement is attached. The advertisements ran seven times per day for the week prior to the public consultation meeting
4. Public Consultation Meeting – This was held on September 30th at 7:00 p.m. in the Civic Centre's Russ Ramsay Room.
5. User Group Consultation Meeting – This was held on September 30th at 8:00 p.m. in the Civic Centre's Russ Ramsay Room.

Public Consultation Meeting

Eleven (11) members of the public attended. Most of the questions were around implementation of the by-law.

There was discussion around the sacred and ceremonial use of tobacco by Aboriginal groups. Mr. Bottos, City Solicitor, noted that the Provincial legislation under the Smoke-Free Ontario Act prohibits municipalities from restricting sacred and ceremonial use of tobacco by Aboriginals and therefore an exemption to the by-law is not required. It was noted that the Algoma Public Health will reference this issue in their public awareness and education campaign.

User Group Information Session

Four (4) user groups attended this session. The questions revolved around procedures and implementation of the by-law.

Using the Leisure Services Information Directory data base that is generated by the Community Services Department, approximately forty (40) emails were sent out to user groups notifying them of the meeting.

In addition, user groups that were previously issued a permit by the Community Services Department were notified of the meeting. This included sports groups, groups that use the parks, and groups that use the Roberta Bondar Park & Tent Pavilion.

Also, additional groups were identified by Council members and staff also provided notification of the meeting to them.

Comments Received

To date there have been nine (9) emails received: eight (8) of them support more stringent controls on smoking; one (1) comment believes we should wait for direction from the Province.

Zero (0) phone calls and zero (0) faxes were received.

5(i)

Cost for Public Consultation on the Recommended Amended By-law

Subsequent to the resolution by Council, staff was requested to provide details on the cost of the public consultation aspect of this issue.

- Print media – approximately \$700. in total for ads that were run in both the Sault Star and Sault This Week.
- Radio Ads – \$1,200.
- Staff time – approximately 25 hours
- Office supplies and copying – approximately \$10.

Recap of Information Received

The information that was received was reviewed by Mr. L. Bottos, City Solicitor, Ms Janet Allen, Tobacco Control Program Coordinator, Algoma Public Health, and myself. None of the responses provided information, in staff's opinion, that would warrant a change to the proposed amendment to the by-law that was submitted to Council on September 14, 2009. Therefore, provided elsewhere on your agenda, and recommended for approval, is the by-law pertaining to this issue.

Recommendation

It is recommended that Council approve the amendment to By-law 2003-7 which appears elsewhere in the agenda, regarding smoking in parks and outdoor recreation facilities.

This report is respectfully provided for the information of Council,

Nicholas J. Apostle
Commissioner Community Services

jb/council/smoking park & outdoor rec facilities oct 2009

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

attachments

copy: L. Bottos, City Solicitor
J. Allen, Algoma Public Health

5(i)



CITY
web Page

Sault Ste Marie > City Hall > Latest News > Proposed Amendment to Smoking By-law

PROPOSED AMENDMENT TO SMOKING BY-LAW

City Council is providing the public an opportunity to comment on a proposed amendment to By-law 2003-7, a by-law to regulate smoking in public places.

The amendment would prohibit smoking:

- Within 15 metres of any municipal playground area
- Within 15 metres of any municipal recreational field
- While under the Roberta Bondar Park Tent Pavilion or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion

Written comments may be faxed to: 759-6605; e-mailed to smokingbylawcomments@cityssm.on.ca; or dropped off at the Civic Centre.

The public meeting will be held at 7 p.m. on Wednesday, September 30, 2009 in the Russ Ramsay Board Room, Level 3, Civic Centre.

Download a draft of the proposed by-law. For further information contact the Community Services Department at 759-5310.

"The Corporation of the City of Sault Ste. Marie will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community."

The Corporation of the City of Sault Ste. Marie
P.O. box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-2500 ~ Fax: (705) 759-2310
www.cityssm.on.ca



5(i)

CITY Web Page Calendar

Sault Ste Marie > City Hall> Corporate Calendar> Public Meeting – Smoking By-law

CALENDAR DETAILS

September 30, 2009 - 7:00 PM

Public Meeting – Smoking By-law

Russ Ramsay Room, Level 3, Civic Centre

City Council is providing the public an opportunity to comment on a proposed amendment to By-law 2003-7, a by-law to regulate smoking in public places.

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www.cityssm.on.ca

5(i)

Saturday, Sept. 19

SECTION A ■ PAGE 7



CITY INFORMATION

The Corporation Of The City Of Sault Ste. Marie

NOTICE OF PUBLIC MEETING – PROPOSED AMENDMENT TO SMOKING BY-LAW

City Council is providing the public an opportunity to comment on a proposed amendment to By-law 2003-7, a by-law to regulate smoking in public places.

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Written comments may be faxed to: 759-6605, e-mailed to smokingbylawcomments@cityssm.on.ca, or dropped off at the Civic Centre.

The public meeting will be held at 7 p.m. on Wednesday, September 30, 2009 in the Russ Ramsay Board Room, Level 3, Civic Centre.

Further information is available on the City website at www.cityssm.on.ca or contact the Community Services Department at 759-5310.

AMENDMENTS TO CEMETERY BY-LAW

The Corporation of the City of Sault Ste. Marie has submitted amended by-laws to the Registrar of the Cemeteries Act (Revised) for Holy Sepulchre and New Greenwood cemeteries. The amended by-law allocates the lot size and allows for upright monuments in designated cremation urn areas of these cemeteries. Contact the Cemetery Office at 759-5336 for further information.

These by-laws are subject to the approval of the Registrar, Cemeteries Act (Revised).

TENDER – HUB TRAIL CONSTRUCTION Contract No. 2008-10E

SEALED TENDERS, plainly marked as to contents, in the Corporation of the City of Sault Ste. Marie tender envelopes provided, will be received from contractors by the City Clerk, until 3:00 p.m. local time on Thursday, October 8, 2009 for the construction of the works described below.

On the same day, commencing at 3:15 p.m. local time the tenders will be opened and read publicly in the Steelton Room, Level 3, Civic Centre.

The work consists of supplying all materials, labour and equipment necessary for the construction of various portions of multi-use trail within the City of Sault Ste. Marie. The work will include construction of 2,500 metres of new 3-metre-wide asphalt trail; 550 metres of new 2.7-metre-trail with concrete curb; 1,180 metres of road shoulder trail; as well as various amounts of fencing, retaining walls, illuminator and other associated work.

Tender documents may be studied without payment at, but may not be removed from, the Sault Ste. Marie Construction Association and the office of the Consulting Engineer.

Complete tender documents, including tender forms and envelopes, may be obtained by general contractors commencing Tuesday, September 22, 2009 from the office of the Consulting Engineer upon payment of a \$50 refundable deposit payable to the Corporation of the City of Sault Ste. Marie. Contractors may have this deposit refunded if the documents are returned in good condition within fifteen (15) days after the tender closing date.

Tenders must be accompanied with a tender deposit in the form of a certified cheque in the amount of \$50,000 made payable to the Treasurer of the City of Sault Ste. Marie. The successful bidder will be required to provide a 100% performance bond and 50% labour and material payment bond upon execution of the contract.

Tenders are subject to a formal contract being prepared and executed. The Corporation of the City of Sault Ste. Marie reserves the right to reject any or all tenders and the lowest or any tender will not necessarily be accepted.

Corporation of the City of Sault Ste. Marie
Engineering and Planning Department
Jerry D. Dolcetti, RPP
Commissioner of Engineering and Planning

Consulting Engineer:
Kresin Engineering Corporation
Michael Kresin, P.Eng.
536 Fourth Line East
Sault Ste. Marie, ON P6A 5K8
Phone: (705) 949-4900

 CITY INFORMATION
The Corporation Of The City Of Sault Ste. Marie

**NOTICE OF PUBLIC MEETING – PROPOSED
AMENDMENT TO SMOKING BY-LAW**

City Council is providing the public an opportunity to comment on a proposed amendment to By-law 2003-7, a by-law to regulate smoking in public places.

The amendment would prohibit smoking:

- Within 15 metres of any municipal playground area
- Within 15 metres of any municipal recreational field
- While under the Roberta Bondar Park Tent Pavilion or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion

Written comments may be faxed to: 759-6605; e-mailed to smokingbylawcomments@cityssm.on.ca; or dropped off at the Civic Centre.

The public meeting will be held at **7 p.m. on Wednesday, September 30, 2009** in the Russ Ramsay Board Room, Level 3, Civic Centre.

Further information is available on the City website at www.cityssm.on.ca or contact the Community Services Department at 759-5310.


P.O. Box 580, 99 FOSTER DRIVE, Sault Ste. Marie, ON P6A 5N1, PHONE 759-2500
www.cityssm.on.ca

Sault This Week
Sept 22, 30

(175)



Public Consultation – Smoking in Public Places
Radio Ad – 30 second spot

City Council is providing the public an opportunity to comment on a proposed amendment to By-law 2003-7, a by-law to regulate smoking in public places.

The amendment would prohibit smoking:

- Within 15 metres of any municipal playground area
- Within 15 metres of any municipal recreational field
- While under the Roberta Bondar Park Tent Pavilion or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion

The public meeting will be held at **7 p.m. on Wednesday, September 30, 2009** in the Russ Ramsay Board Room, Level 3, Civic Centre.

Visit cityssm.on.ca for more information.

Word Count: 95

Radio

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



2009 10 26

Mayor John Rowswell
and Members of City Council

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

5(j)

REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL SPORTS COMPETITIONS

Shane Rock - Swimming

Shane Rock qualified to represent Ontario at the Canadian Age Group Nationals Swimming Championships in Montreal Quebec from July 16–19, 2009. This application meets the criteria of the policy for Financial Assistance for National/ International Sports Competitions.

The Parks and Recreation Advisory Committee reviewed the application at their October 6, 2009 meeting and passed the following resolution.

Moved by: S. Milne
Seconded by: D. Greenwood

"Resolved that the Parks and Recreation Advisory Committee endorse a financial assistance grant in the amount of \$200. for Shane Rock who attended the Swim Canada Canadian Age Group National Championships in Montreal, Quebec held from July 16–19, 2009 and that a report be sent to City Council for their **CARRIED**

City Council is requested to approve a grant to Shane Rock in the amount of \$200. for attendance at the Swim Canada Canadian Age Group National Championships held in Montreal, Quebec from July 16–19, 2009.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(j)



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM COMMUNITY SERVICES DEPT.

PLEASE PRINT

JUL 10 2009

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Rob Rock
91 Indiana Dr
Sault Ste. Marie

Postal Code P6A 4Y4

RECEIVED

Phone: 942-8657 (H) 987-2614 (W) Fax: _____

Email: robhrock@gmail.com

Name and Address of Athlete(s):

Append team list to application form if applicable. (athletes only)

Shane Rock
91 Indiana Dr
Sault Ste. Marie

Postal Code P6A 4Y4

Name of National or International Sporting Competition:

Canadian Age Group Nationals Swim Meet

Date(s) of Competition:

July 16 - 19, 2009

Location of Competition:

Montreal, QC,

Name of Sports Governing Body:

Swimming Canada

Please append correspondence that confirms individual or team qualification as a Northern Ontario, Ontario or Canadian representative. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 200.00

Please specify, as accurately as possible, how the financial assistance will be used if approved.

Money will be used to help offset meet fees (\$80), coaching fees (\$200 approx), accommodation (\$1,000), transportation and meal expenses while away from home.

5(j)

- 2 -

List any other source(s) of assistance received.

None.

Have you previously requested financial assistance from the City ?

No X Yes _____ Amount \$ _____

If yes, please indicate the year(s):

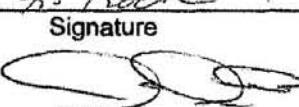
If this application for funding is approved, the payment cheque should be payable to:

Rob Rock

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2009 June 18
Year Month Day

<u>Rob Rock</u>	<u>Parent</u>	<u>R. Rock</u>	<u>942-8657</u>
Name (Applicant)	Title	Signature	Phone Number
<u>DAN STRATION</u>	<u>HEAD COACH</u>		<u>575-1627</u>
Name (Club Official)	Title	Signature	Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

5(j)

NEOR

NORTH EASTERN ONTARIO REGION SWIMMING ASSOCIATION

NEOR

To Whom It May Concern:

A Sault Ste. Marie Aquatic Club swimmer, Shane Rock, has qualified for the Canadian Age Group National Championships, to be held in Montreal, at the National World Championship Pool, July 16-19, 2009. Qualification is based on time standards that are established by Swim National Canada. Swimmers must meet the qualification time standards by individual event in order to participate in this competition.

As a member of the Sault Ste. Marie Aquatic Club, Shane is a registered member of Swim Ontario and the North Eastern Ontario Swimming Association, encompassing Clubs from Sault Ste. Marie to North Bay, north to Timmins and Hearst, 17 in total. Shane was a member of the 24 person, North Eastern Ontario Team that participated at the Ontario Summer Games in Ottawa in August 2008.

Shane has shown exceptional progress over the past few years, and qualification to Age Group Nationals is a fantastic feat. Any support that might be available to Shane Rock would be appreciated.

Dan Taylor

Regional Director – North Eastern Ontario Regional Swimming

99 Douglas Drive
Sault Ste. Marie, Ontario
P6A 6K4
(705) 779-3026

SAULT STE. MARIE AQUATIC CLUB
A REVOLUTION IS COMING

5(j)

Individual Meet Entries Report

2009 Canadian Age Group Championship 16-Jul-09 to 20-Jul-09 LC Meters

SAULT STE. MARIE AQUATIC CLUB [SSMAC] Coach: Dan Stratton

MALE

Rock, Shane (14)

# 2B	Male 14-14 100 Free	58.32L
# 14B	Male 14-14 1500 Free	18:49.76L
# 20B	Male 14-14 100 Back	1:05.99S
# 28B	Male 14-14 400 Free	4:34.35L
# 38B	Male 14-14 200 Free	2:09.25L
# 46B	Male 14-14 200 Back	B * 2:31.67L
# 60B	Male 14-14 400 IM	B * 5:27.88L
# 64B	Male 14-14 50 Free	26.76L

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



2009 10 26

5(k)

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

Mayor John Rowswell
and Members of City Council

FINANCIAL ASSISTANCE REQUESTS

At the April 6, 2009 meeting, City Council passed the following resolution:

Moved by: O. Grandinetti
Seconded by: F. Manzo

"Resolved that the report of the Commissioner of Community Services dated 2009 04 06 concerning Request for Financial Assistance – Algoma District School Board Robotics Team Competing in World Robotics Championship in Atlanta George be accepted and the recommendation that City Council approve \$1,000.00 in financial assistance to the Knights of alloy to attend the World Robotics Championship in Atlanta, George, with the funds coming from the same account used for Sports Competitions; and further that City Council refer this matter to the appropriate staff, the Parks and Recreation Advisory Committee and the Cultural Advisory Board to review this matter and provide comments on options for Council's consideration on ways to develop a new policy or amend an existing policy."

Background Information

The Parks and Recreation Advisory Committee (PRAC) has a Financial Assistance Policy for grants to attend National/International Sports Competitions (attached). The Cultural Advisory Board (CAB) has a Financial Assistance Policy for grants to attend Provincial/National/International Cultural Competitions (attached). The terms "sport" and "culture" are defined within their respective policies. Both policies specifically exclude requests for attendance at Boards of Education or Post Secondary Education competitions.

Both policies are structured similarly in terms of the policy requirements and information including a detailed application form. Where they differ is in the level of funding. The Cultural Competition Financial Assistance Policy sets a maximum limit of \$200. per application, whether it is for an individual or a group. The Sports Competition Financial Assistance Policy has a limit of \$200. per individual; however there are increasing levels of support for teams of varying numbers of participants up to a maximum of \$1,000. In the case of cultural competitions, there is a provision for special requests for increased funding pending availability of funds. In the past, special requests have been approved by City Council up to \$1,000. for a group attending a cultural competition.

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Comments by PRAC & CAB

The Parks and Recreation Advisory Committee and the Cultural Advisory Board were asked to provide comment to City Council on the issue of financial assistance for requests that fall outside of cultural or sport competitions.

The Parks and Recreation Advisory Committee made the following comments:

- The current policy used by PRAC for the Financial Assistance for National/International Sports Competitions can be used as a basis to develop a new policy for competitions which fall outside of current policies.
- PRAC recommends that Council establish a separate budget for requests that fall outside of sport or cultural competitions or increase the budget to compensate for additional requests.

The Cultural Advisory Board made the following suggestions:

- Financial assistance grants should be restricted to individuals or a team who represent the City at a competition of national or international significance and which is sanctioned by a governing organization.
- Any new policy for financial assistance to individuals and teams should be consistent with those in the Financial Assistance Policy for National/International Sports Competitions.

In reviewing this matter, the existing policy documents are sufficient to assist in the development of a new policy to administer requests for financial assistance to attend competitions which fall outside of those for cultural or sports competitions; however, as noted earlier, the current policies specifically exclude representatives of the Boards of Education and Post Secondary Education Institutions from applying.

Recommendation

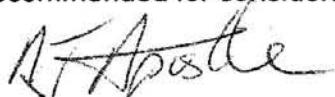
It is recommended that Council direct the appropriate staff to have a new policy developed to address requests such as the one received from the Algoma District School Board Robotics Team; and further that it be structured similarly to the PRAC & CAB financial assistance policies.

Respectfully submitted for Council's consideration,



Joseph J. Cain
Manager Recreation & Culture

Recommended for consideration,



Nicholas J. Apostle
Commissioner Community Services

jbcouncilfinancialassistance requests october 28

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(K)



**FINANCIAL ASSISTANCE POLICY
FOR NATIONAL/INTERNATIONAL SPORTS COMPETITIONS**
(Revised April 2008)

1. ELIGIBILITY FOR FINANCIAL ASSISTANCE

Individuals or not-for-profit sports teams who have qualified to represent Northern Ontario, Ontario or Canada at a national or international competition are eligible to apply for funding to assist in the direct cost of attending the competition.

2. DEFINITION OF SPORT

For the purpose of this document 'sport' is defined as those activities that are regulated by a sports governing body and recognized by the Ministry of Health Promotion - Sport and Recreation Branch. The following list includes examples of, but not limited to, sports groups acknowledged by the Sport Alliance of Ontario and other organizations as provincial associations:

Boxing Ontario	Ontario Powerlifting Association
Badminton Ontario	Ontario Taekwando Association
Curling Ontario	Rowing Ontario
Ontario Baseball Association	Soccer Ontario
Ontario Billiard & Snooker Association	Special Olympics Ontario
Ontario Deaf Sports Association	Swim Ontario
Ontario Golf Association	Track and Field Ontario
Ontario Hockey Federation	Water Polo Ontario

3. REQUESTS FOR FINANCIAL ASSISTANCE

Individuals or not-for-profit sports teams who have qualified to attend a national or international competition may obtain a **Request For Financial Assistance For National/International Sport Competitions Application Form** from the Community Services Department , Recreation and Culture Division, located at the Civic Centre at 99 Foster Drive.

The financial assistance policy and application form can also be accessed on the Corporation of the City of Sault Ste. Marie web site at www.cityssm.on.ca. (search under "Financial Assistance Sports")

4. SUBMISSION DATE

Completed applications will be accepted year round due to the various dates of qualifying competitions. Team applications must be submitted by coaching staff or team management. **Applications must be submitted to the Community Services Department, Recreation and Culture Division, prior to the date of the national or international event.** The approval process may take up to six weeks after a request form is received. Applicants are reminded that submission of an application does not mean approval.

5. APPROVAL PROCESS

The Community Services Department, Recreation and Culture Division, will confirm the information on the application form and verify additional documents for eligibility. This information will then be forwarded to the Parks and Recreation Advisory Committee to review the submission for financial assistance, on behalf of City Council. Applications are reviewed monthly with the exception of July and August.

5(K)

The Parks and Recreation Advisory Committee may, if it so wishes, meet with the applicant to clarify omissions or problems with the application.

Applicants who meet the eligibility criteria will be recommended to City Council for approval of financial assistance to attend a national or international competition.

Grants will be approved by City Council based on the following maximum limits per category:

Individual	\$200.00
2 to 6 Participants	\$400.00
7 to 15 Participants	\$750.00
16+ Participants	\$1,000.00

The Parks and Recreation Advisory Committee will monitor the Financial Assistance Policy For National/International Sports Competitions to ensure it is operating in the best interest of the City of Sault Ste. Marie and its citizens. Special requests may be considered, when warranted, pending availability of funds. When deemed appropriate, the Parks and Recreation Advisory Committee may make recommendations to City Council for modifications or amendments to the policy.

6. CRITERIA FOR FINANCIAL ASSISTANCE

Requests for financial assistance shall be considered from individuals or not-for-profit sports teams who are residents of Sault Ste. Marie and are active in sports as defined in the policy. Coaching and management staff will not be considered among the team complement. Requests will not be considered for participation at secondary and post secondary education competitions. Professional athletes will not be eligible for financial assistance under this policy.

7. DEFINITION OF FINANCIAL ASSISTANCE

Financial support will be provided to athletes to assist in the direct cost of attending national or international competitions. This includes registration fees, transportation, accommodation and meal expenses. Applications will not be considered for assistance with the purchase of equipment or clothing.

8. GENERAL CONSIDERATIONS

- a. Successful applicants are requested to acknowledge, in any media communications, local or otherwise, the support of the City of Sault Ste. Marie. Applicants will be asked to provide general feedback from the competition.
- b. Only one request per individual or team will be considered in a calendar year for each level of competition. Individual team member applications will not be accepted when a team has qualified to attend a competition. For example - soccer team, hockey team, etc.
- c. Requests for City pins, brochures, etc. are to be submitted to the Economic Development Corporation office located on Level 3 in the Civic Centre.

9. NOTIFICATION OF CITY COUNCIL'S DECISION

All applicants will be notified in writing following City Council's decision. If an application is approved, a cheque will be forwarded by mail to the individual or not-for-profit sports team. Funds may be received at the Community Services Department office if prior arrangements have been made.

QUESTIONS AND COMMENTS CAN BE DIRECTED TO:

Community Services Department	Phone:	759-5310
Recreation and Culture Division	Fax:	759-6605
Civic Centre	Email:	l.ballstadt@cityssm.on.ca
99 Foster Drive	Office Hours:	Monday to Friday
Sault Ste. Marie, ON		8:30 a.m. to 4:30 p.m.
P6A 5X6		

5(k)



**REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM**

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Postal Code _____

Phone: _____ (H) _____ (W) Fax : _____

Email: _____

Name and Address of Athlete(s):

Append team list to application form if applicable. (athletes only)

Postal Code _____

Name of National or International Sporting Competition:

Date(s) of Competition:

Location of Competition:

Name of Sports Governing Body:

Please append correspondence that confirms individual or team qualification as a Northern Ontario, Ontario or Canadian representative. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ _____
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

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- 2 -

List any other source(s) of assistance received.

Have you previously requested financial assistance from the City ?

No _____ Yes _____ Amount \$ _____

If yes, please indicate the year(s):

If this application for funding is approved, the payment cheque should be payable to:

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: _____
Year Month Day

Name (Applicant)	Title	Signature	Phone Number
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Name (Club Official)	Title	Signature	Phone Number
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- Two signatures are required.
- Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

**Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6**

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

5(k)



**PROVINCIAL/NATIONAL/INTERNATIONAL CULTURAL COMPETITION
FINANCIAL ASSISTANCE POLICY
PROVIDED BY THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**APPROVED JANUARY 1998
REVISED APRIL 2004**

1. DEFINITION OF CULTURAL COMPETITION FINANCIAL ASSISTANCE

Throughout this report the term *Cultural Competition Financial Assistance* will be used in the place of the words "grants" and "subsidies".

The term *Cultural Competition Financial Assistance* shall be used in the broadest sense to cover the full range of assistance to individuals or not-for-profit cultural groups involved in Provincial/National/International cultural competitions.

2. DEFINITION OF CULTURE

The dictionary defines 'culture' as:

"The quality in a person or society that arises from interest in arts, letters, scholarly pursuits, etc. a particular form or stage of civilization..."

For purposes of this document, it seems prudent to expand the definition of "arts, letters" and "scholarly pursuits" into more general terms as:

- The improvement or refinement of the mind, emotions and interests, manners and tastes, and,
- The description of creative activity which provides aesthetic enjoyment to the various senses.

Performing Arts Theatre, dance, opera, music, puppetry;

Visual Arts* Painting, sculpture, printmaking, pottery, fibre and fabric art, woodworking as examples;

Literary Arts Prose, poetry, storytelling;

Heritage Arts ** Immovable heritage, movable heritage, intangible heritage and heritage conversation, identification, protection and, interpretation;

Media Arts Photography, film, video, print, audio and/or graphics.

* Visual Arts includes both Fine Arts and Crafts.

** Heritage resources include: immovable heritage - buildings, cultural heritage landscapes, natural heritage - archaeological and traditional use sites, intangible heritage - expressions of culture of the community (custom, dance, music, song, story, etc.), movable heritage - personal property (art, artifacts, documents, natural objects and specimens).

3. REQUESTS FOR FINANCIAL ASSISTANCE

Those individuals, or not-for-profit cultural groups who have qualified to attend a Provincial/National/International cultural competitions that wish to apply for financial assistance may obtain a Request for Provincial/National/International Cultural Competition Financial Assistance Form from the Recreation & Culture Division, Community Services Department at the Civic Centre at 99 Foster Drive.

The Request for Provincial/National/International Cultural Competition Financial Assistance Form can also be accessed on the Corporation of the City of Sault Ste. Marie web site at www.city.sault-ste-marie.on.ca

4. SUBMISSION DATE

Completed requests for Provincial/National/International Cultural Competition Financial Assistance will be accepted year round due to the various dates of qualifying competitions. Applications must be submitted to the Recreation and Culture Division, Community Services Department prior to the date of the National or International event. Applicants are reminded that submission of an application does not mean approval. The approval process may take up to twelve weeks after submission of a completed application.

5. APPROVAL PROCESS

All requests for Provincial/National/International Cultural Competition Financial Assistance shall be submitted on the request for Provincial/National/International Cultural Competition Financial Assistance Form provided by the City. It shall be the duty of the Recreation and Culture Division, Community Services Department to assemble the information contained on the request for Provincial/National/International Cultural Competition Financial Assistance Form and the accompanying material. The assembled material will then be submitted to the Cultural Advisory Board appointed by City Council.

The Cultural Advisory Board shall assess all applications and recommend to City Council those applicants most deserving of financial assistance and the extent of the financial assistance.

The Cultural Advisory Board may, if it so wishes, meet with the applicant requesting financial assistance to clarify any omissions or problems with the submission.

Applicants who meet the eligibility criteria will be recommended to City Council for approval of Provincial/National/International Cultural Competition Financial Assistance to attend a Provincial/National/International Competition. **A maximum limit of \$200.00 per application will be granted by City Council.** Special requests may be considered, when warranted, pending availability of funds.

The Cultural Advisory Board will monitor the Provincial/National/International Cultural Competitions Financial Assistance Policy adopted by City Council to ensure it is operating in the best interest of the City of Sault Ste. Marie and its citizens. When deemed appropriate, the Cultural Advisory Board may make recommendations to City Council for modifications or amendments to the policy.

6. CRITERIA FOR CULTURAL COMPETITION FINANCIAL ASSISTANCE

In order to assist the Cultural Advisory Board in making its recommendation to City Council, the requests for Provincial/National/International Cultural Competition Financial Assistance shall be considered from individuals, or not-for-profit cultural groups who are residents of Sault Ste. Marie and are active in culture as defined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie. Requests will not be considered for attendance at Boards of Education or Post Secondary Education Institution Cultural Competitions at any level.

7. TYPES OF GRANTS

Grants may be provided to applicants to assist in the direct cost of attending Provincial/National/International cultural competitions. **This includes registration fees, transportation, accommodation and meal expenses.** Applications will not be considered for assistance with the purchase of equipment or clothing.

8. GENERAL CONSIDERATIONS

The following conditions apply to all financial assistance applications and may be taken into account when assessing the proposal of grantees.

- i) The applicant must demonstrate that they have researched other avenues of funding.

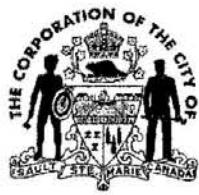
- ii) Successful applicants are requested to acknowledge, in any media communications, local or otherwise, the support of the City of Sault Ste. Marie. Applicants may be asked to provide general feedback from the competition.
- iii) Only one request per applicant is to be considered in a fiscal year for each level of competition. Individual group members applications will not be accepted when a group has qualified to attend a competition. For example – theatre group, dance company.
- iv) In general, only individuals and not-for-profit cultural groups involved in Provincial/National/International cultural competitions who are residents of the City of Sault Ste. Marie and are active in culture as defined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie are to be considered for financial assistance. Applicants will have demonstrated recognized outstanding competence within their field in the community.
- v) Requests for City pins, brochures, etc. are to be submitted to the Economic Development Corporation (E.D.C.), Level 3, Civic Centre.

9. **NOTIFICATION OF CITY COUNCIL'S DECISION AND REVIEW**

All applicants are to be notified in writing following City Council's decision. If an application is approved, a cheque will be forwarded by mail to the applicant. Funds may be received at the Recreation and Culture, Community Services Department's office if prior arrangements have been made.

Any applicant who is successful in receiving Cultural Financial Assistance from the City agrees to meet with the Cultural Advisory Board for review if required.

5(K)



**CORPORATION OF THE CITY OF SAULT STE. MARIE
REQUEST FOR FINANCIAL ASSISTANCE FOR
PROVINCIAL/NATIONAL/INTERNATIONAL
CULTURAL COMPETITION PURPOSES**

NOTE: This form must be returned to the Recreation & Culture Division, Community Services Department, Civic Centre, 99 Foster Drive, Sault Ste. Marie, ON

Name and Full Mailing Address of the Applicant (all correspondence relating to this request for financial assistance will be directed to this address).

Phone: _____ Fax: _____

Postal Code: _____ E-Mail: _____

Names and Address of Contact Persons (if different from above).

	Name	Home Address	Business Address	Phone
1)				
2)				
3)				
4)				

Identify which of the areas stated in the definition of culture (Cultural Policy for the Corporation of the City of Sault Ste. Marie) best describes your detailed activity.

5(K)

Name of Provincial/National/International Cultural Competition attending. Please append correspondence that confirms individual or group qualification as an Ontario or Canadian representative. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Date(s) of Competition:

Location of Competition:

Names and address of participants, or append group list.

Total amount of Assistance Requested \$ _____

Please specify, as accurately as possible, how the financial assistance will be used if approved.

List any other source(s) of assistance received.

5(K)

Have you requested Provincial/National/International Cultural Competition Financial Assistance from the City previously?

Yes _____ No _____ Amount \$ _____ Year _____

Have you received Provincial/National/International Cultural Competition Financial Assistance from the City previously?

Yes _____ No _____ Amount \$ _____ Year _____

If yes, please describe.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Provincial/National/International Cultural Competition Financial Assistance Form is accurate and complete and is endorsed by the individual, or the not-for-profit cultural group I represent.

DATED at Sault Ste. Marie, the _____ day of _____, _____

Name	Title	Signature	Phone Number
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Name	Title	Signature	Phone Number
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Two signatures are required. Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM AND RELATED SUPPORTING DOCUMENTATION TO:

The Cultural Advisory Board
c/o The Recreation & Culture Division
c/o The Manager of Recreation & Culture
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

FOR OFFICE USE ONLY

Application Received By: _____ **Date:** _____

Collection of Personal Information Notice

Personal information on the Provincial/National/International Cultural Competition Financial Assistance Form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy ACT R.S.O. 1990 m c.M.56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the address noted in the Competition Outline.

Thank you
Cultural Advisory Board

5(1)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.5

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2009 10 26

**Re: Placing Question of Boxing Day Store Closing on the Ballot
for November 8, 2010 Election**

PURPOSE

The purpose of this report is to initiate the process dictated by Council in its September 28th, 2009 resolution regarding "placing the Boxing Day question on the next municipal ballot". Basically, the Boxing Day question is whether retail business establishments (stores) should be allowed to remain open on December 26th (Boxing Day).

BACKGROUND – HISTORY OF CLOSING STORES ON BOXING DAY

Until 1996 Boxing Day was a holiday defined in the Retail Business Holidays Act. Retail business establishments (with some exceptions) were required to close on December 26th. The Act was amended in 1996 to delete Boxing Day as a defined holiday.

In 1996 Council was petitioned to pass a by-law prohibiting stores to open on Boxing Day. The Council amended the City's store closing By-law 3832 to prohibit retail business establishments opening on Boxing Day.

In December of 2001 City Council considered the request from a local retailer to allow stores to open on Boxing Day. A resolution dated December 17, 2001 was passed denying the request from that retailer. However, the resolution also went on to request input from the community prior to any amendments being made to the by-law. Council held a debate on the issue on April 8, 2002. After the debate Council passed a resolution directing staff to amend By-law 3832, the effect of which would allow stores to open on Boxing Day. The by-law was passed at the April 22, 2002 meeting of Council.

On October 18th, 2004, the matter of Boxing Day store closings was back before Council. There was a report from Nuala Kenny at Council on 2004 10 18 explaining to Council what the procedure would be for requiring stores to close. At that meeting Council passed a resolution directing staff to bring forward a by-law requiring stores to remain closed on Boxing Day. However, when the by-law itself was brought back to Council on November 1, 2004 the by-law was defeated. The effect was that the stores were allowed to remain open on Boxing Day.

In June of 2007 the matter was back before Council. At that time there were two resolutions before Council. One was to defer any decision on whether stores should be allowed to remain open on Boxing Day so that the matter could be put as a question on the 2010 ballot. That resolution was defeated. Council passed a resolution on June 11, 2007 authorizing the Legal Department to prepare a by-law requiring retail stores to close on Boxing Day. That by-law, By-law 2007-119, was before Council and was passed on June 25, 2007 in a 5 to 4 recorded vote. That is how the matter stands now.

PUTTING A QUESTION ON THE BALLOT

Section 8 through to section 8.3 of the *Municipal Elections Act* sets out how Council may pass a by-law to submit a question to the electors. Section 8.1(1) states that a by-law submitting a question to the electors must be passed at least 180 days before voting day and not be amended within 180 days, but can be repealed before nomination day.

Section 8.1(2) of the *Municipal Elections Act* states that the question must be a matter within the jurisdiction of the municipality. The question must be clear, concise, neutral and capable of being answered with a "yes" or "no" answer.

As for notice, the Clerk shall give at least ten days' notice of the intention to pass a by-law to the public and to the Minister of Municipal Affairs and Housing. There must be at least one public meeting to consider the matter.

Within fifteen days after the by-law is passed the Clerk has to give notice of the passage of the by-law to the public and to the Minister. That notice has to include the wording of the question as well as a clear, concise, and neutral description of the consequences of the by-law approved and the consequences if rejected along with the cost, if any, that the municipality might incur in implementing the results of the question. The notice also has to give a description of the right of appeal including the last day for filing a notice of appeal.

Section 8.1(6) allows the Minister or any other person or entity to appeal to the Chief Electoral Officer on the basis that the question is not clear, concise and neutral or that the question is not capable of being answered in the affirmative or the negative. The Chief Electoral Officer has to have a hearing within sixty days of receiving the notice(s) of appeal.

The results of such a question as is being considered by Council is binding on the municipality if at least 50 percent of the eligible electors in a municipality vote on the question and more than 50 percent of the votes on the question are in favour of those results (Section 8.2(1)).

Section 8.3 of the *Municipal Elections Act* sets out details on implementation. If the results are binding and an affirmative answer was received to the question the municipality shall do everything in its power to implement the results of the question in a timely manner. If the results are binding and a negative answer was received, the municipality shall not do anything within its jurisdiction to implement the matter which was the subject of the question for a period of four years following voting day.

If a by-law or resolution is required to implement the results of the question Council shall ensure that that by-law or resolution is before Council between 14 and 180 days after voting day.

ATTACHMENTS

1. A copy of By-law 2007-119.
2. A copy of sections 8 through to 8.3 of the *Municipal Elections Act*.
3. By-law 88-270 being a by-law which put the question of Sunday shopping on the ballot.
4. By-law 96-24 being a by-law that put the question of the casino on the ballot.
5. Sample ballot on the casino question presented to electors on May 2, 1996.

WORDING OF THE QUESTION

It would seem to me that the simplest wording for the question would be:

"Are you in favour of retail business establishments (stores) being allowed to stay open on December 26th (Boxing Day)?

YES _____ NO _____"

The problem with the wording "Are you in favour of retail business establishments (stores) being required to remain closed on Boxing Day?" is that there is not an avenue to list the exemptions in the current by-law.

There might be variations of the wording that Council might prefer. If the answer to the above suggested question is voted in the affirmative and the conditions of section 8.2 of the *Municipal Elections Act* are met then Council would be required to repeal By-law 2007-119.

DIRECTION SOUGHT

Council's direction is sought on the wording of the question. Once I have the wording Council wants I will give notice of the passing of the by-law as required under section 8.1(3) of the *Municipal Elections Act*. It is that meeting which will be the public meeting required under the Act. At that meeting Council can receive submissions regarding the proposed question.

Respectfully Submitted,

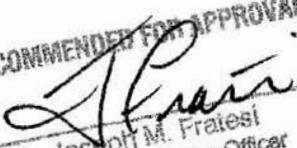


Lorie Bottos
City Solicitor

LAB/dh

Enclosures

Council Reports\2009\Boxing Day Question FINAL

RECOMMENDED FOR APPROVAL

Joseph M. Fraiesi
Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-119

REGULATIONS: (R.1.2.5.) A by-law to require certain retail business establishments to be closed on December 26th in each year.

WHEREAS Subsection 148(1) of the Municipal Act, 2001, S.O. 2001, c. 25 allows a local municipality to require business establishments to be closed on days set out in the By-law;

AND WHEREAS the Council of the City of Sault Ste. Marie wishes to pass such a by-law;

NOW THEREFORE THE Council of the City of Sault Ste. Marie hereby enacts as follows:

1. **DEFINITIONS**

In this by-law:

"Automobile Service Station" means a building or place where gasoline, oil, grease, anti-freeze, tires, tubes, tire accessories, electric light bulbs, spark plugs and batteries for motor vehicles are stored or kept for sale, or where motor vehicles may be oiled, greased or washed, or have their ignition adjusted, tires inflated or batteries charged, or where only minor or running repairs essential to the actual operation of motor vehicles are executed or performed;

"Bait Shop" means a shop, the principal trade of which is the sale of live bait or artificial bait or both;

"Drug Store" means a pharmacy accredited under the Drug and Pharmacies Regulation Act, R.S.O. 1990, c. H.4. where

- (i) the dispensing of drugs upon prescription is available to the public during business hours; and
- (ii) the principal business of the pharmacy is the sale of goods of a pharmaceutical or therapeutic nature or for hygienic or cosmetic purposes and no other goods are available for sale except as sundries; and
- (iii) the total area used for serving the public or for selling or displaying to the public in the establishment is less than 7,500 square feet;

"Motor Vehicle" includes an automobile, motorcycle, and any other vehicles propelled or driven otherwise than by muscular power, but does not include a motorized snow vehicle, traction engine, farm tractor, self propelled implement of husbandry or road-building machine;

"Neighbourhood Convenience Store" means a shop:

- (i) the principal trade of which is the sale of food and household supplies;
- (ii) in which the total area used for serving the public or for selling or displaying to the public is less than 2,400 square feet; and
- (iii) in which there are a maximum of three employees for the entire day including the owner or manager;

"Public Garage" includes an automobile service station, a parking station or a parking lot, or a building or place where motor vehicles are hired or kept or used for hire, or where such vehicles or gasoline or oils are stored or kept for sale, and a building or place used as a motor vehicle repair shop or for washing or cleaning motor vehicles; and

"Retail Business Establishment" means a premises where goods or services are sold or offered for sale by retail

2. **GENERAL CLOSING**

No person employed by or acting on behalf of a person carrying a retail business in a retail business establishment shall:

- (i) sell or offer for sale any goods or services therein by retail;
or
- (ii) admit members of the public thereto

on December 26th in each year.

3. **EXEMPTIONS**

- (1) This by-law does not apply to the sale or offering for sale by retail of:
 - (a) goods or services in the form of or in connection with prepared meals or living accommodation;
or
 - (b) liquor under the authority of a licence or permit issued under the Liquor Licence Act, R.S.O. 1990, c. L.19.
- (2) This By-law shall not apply to any of the following retail business establishments:
 - (a) Art Galleries
 - (b) Automobile Service Stations
 - (c) Bait Shops
 - (d) Book Stores
 - (e) Drug Stores
 - (f) Florists
 - (g) Fresh Fruit and Vegetable Shops
 - (h) Marine Supply Shops
 - (i) Magazine and Periodical Stores
 - (j) Neighbourhood Convenience Stores
 - (k) Newspaper Stands
 - (l) Public Garage
 - (m) Souvenir Shops
 - (n) Tobacco Shops
 - (o) Video Game Shops,
or
 - (p) Video Rental Stores.
- (3) This By-law shall not apply in respect of admission to the public to premises for educational, recreational, or amusement purposes in respect of the sale or offering for sale of goods or services incidental thereto.

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4. **ENFORCEMENT**

Every person who contravenes the provisions of this By-law is guilty of an offence and on conviction is liable to a fine of not less than \$500.00 and not more than \$100,000.00 as provided in the Municipal Act.

5. This by-law shall come into force and take effect immediately upon the final passing thereof.

READ THREE TIMES and PASSED in Open Council this 25th day of June, 2007.



MAYOR - JOHN ROWSWELL



CLERK - DONNA P. IRVING

(b) the term of office of a member of a district school board who is elected in 1997 begins on January 1, 1998. 1997, c. 3, s. 11 (2); 1997, c. 31, s. 157 (2).

Same

(5) The term of office of a member of a district school board who is elected in 1997 continues and ends in accordance with subsections (1) and (3) as if the member's term had commenced on December 1, 1997. 1997, c. 3, s. 11 (2).

Cost of election payable by local municipality

7. (1) Unless an Act specifically provides otherwise, the costs incurred by the clerk of a local municipality in conducting an election shall be paid by the local municipality. 1996, c. 32, Sched., s. 7 (1).

Payment on certification

(2) The local municipality shall pay the costs as soon as possible after its clerk has signed a certificate verifying the amount. 1996, c. 32, Sched., s. 7 (2).

Exceptions: recounts, by-elections

(3) Despite subsection (1), the local municipality shall be reimbursed for its reasonable costs in the following situations:

1. When the clerk conducts a recount in a regular election with respect to,
 - i. an office on a local board or upper-tier municipality,
 - ii. a by-law or question submitted by an upper-tier municipality, or
 - iii. a question submitted by a local board or the Minister.
2. When the clerk conducts a by-election for a local board or an upper-tier municipality or the Minister, or a recount in such a by-election. 1996, c. 32, Sched., s. 7 (3).

Payment on certification

(4) The local board or upper-tier municipality or the Minister, as the case may be, shall pay the costs referred to in subsection (3) as soon as possible after receiving a certificate verifying the amount and signed by the clerk of the local municipality. 1996, c. 32, Sched., s. 7 (4).

(5) Repealed: 2002, c. 17, Sched. D, s. 2.

Submission of by-laws and questions

8. (1) The council of a municipality may pass a by-law to submit to its electors,
- (a) a proposed by-law requiring their assent;
 - (b) subject to section 8.1, a question not otherwise authorized by law but within the council's jurisdiction;
 - (c) subject to section 8.1, a question, the wording of which is established by an Act or a regulation under an Act. 1996, c. 32, Sched., s. 8 (1); 2000, c. 5, s. 27 (1).

Submission of question, local board

(2) A local board described in subparagraph iii of paragraph 1 of section 3 may pass a resolution to submit to its electors a question not otherwise authorized by law but within the local board's jurisdiction. 1996, c. 32, Sched., s. 8 (2).

(2.1) Repealed: 2000, c. 5, s. 27 (2).

Question by Minister

(3) The Minister may make an order requiring the clerk of a local municipality to submit a question to the electors of his or her municipality. 1996, c. 32, Sched., s. 8 (3).

Transmission to clerk

(4) When an upper-tier municipality acts under subsection (1), its clerk shall transmit to the clerk who is responsible for conducting the election a copy of the by-law and the proposed by-law or question. 1996, c. 32, Sched., s. 8 (4).

Same

(5) When a local board acts under subsection (2), its secretary shall transmit to the clerk who is responsible for conducting the election a copy of the resolution and question. 1996, c. 32, Sched., s. 8 (5).

Restriction

(5.1) For the purposes of a regular election, the clerk who is responsible for conducting the election is not required to submit a by-law or question to the electors unless on or before September 1 of the election year,

- (a) in the case of a question of the Minister, the order under subsection (3) is transmitted to the clerk;
- (b) in the case of a by-law or question of an upper-tier municipality, subsection (4) is complied with;
- (c) in the case of a question of a local board, subsection (5) is complied with; or
- (d) despite the *Fluoridation Act*, in the case of a petition under the *Fluoridation Act*, the petition is transmitted to the clerk. 2002, c. 17, Sched. D, s. 3.

Deemed transmission of petition

(5.2) Despite the *Fluoridation Act*, if a petition under the *Fluoridation Act* is submitted in the election year of a regular election after September 1, the petition is deemed to have been transmitted to the clerk on February 1 of the following year. 2002, c. 17, Sched. D, s. 3.

Notice to electors

(6) The clerk who is responsible for conducting the election shall give the electors notice of by-laws and questions referred to in this section. 1996, c. 32, Sched., s. 8 (6).

Cost of giving notice

(7) The upper-tier municipality or local board or the Minister, as the case may be, shall pay the local municipality's reasonable costs of giving notice under subsection (6), as soon as possible after receiving a certificate verifying the amount and signed by the clerk of the local municipality. 1996, c. 32, Sched., s. 8 (7).

Assent to by-law

(8) A by-law is assented to,

- (a) in the case of a local municipality, if a majority of the votes cast in the municipality are in favour of the by-law;
- (b) in the case of an upper-tier municipality, if a majority of the votes cast in all the local municipalities are in favour of the by-law. 1996, c. 32, Sched., s. 8 (8).

Result of vote

(9) When the time for applying for a recount has expired without an application being made, or when any application for a recount has been finally disposed of, the clerk shall certify

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the result of the vote in his or her municipality to the clerk of the upper-tier municipality, the secretary of the local board or the Minister, as the case may be. 1996, c. 32, Sched., s. 8 (9).

Waiting period

(10) A council shall not consider a proposed by-law to which the electors' assent has been obtained until the 14th day after the result of the vote is certified. 1996, c. 32, Sched., s. 8 (10).

Conflicts

(11) In cases of conflict, the Act or regulation establishing the wording of a question under clause (1) (c) or the Act authorizing the regulation establishing the wording of the question prevails over this Act or a regulation under this Act. 2000, c. 5, s. 27 (3).

Conditions re: submitting a question

8.1(1)A by-law to submit a question to the electors under clause 8 (1) (b) or (c),

- (a) shall be passed at least 180 days before voting day in the election at which it is intended to submit the question to the electors;
- (b) cannot be amended after the last date referred to in clause (a); and
- (c) despite clause (b), can be repealed on or before nomination day and, if the election does not include an election for an office, on or before the 31st day before voting day. 2000, c. 5, s. 28.

Rules

(2)A question authorized by by-law under clause 8 (1) (b) shall comply with the following rules:

1. It shall concern a matter within the jurisdiction of the municipality.
2. Despite rule 1, it shall not concern a matter which has been prescribed by the Minister as a matter of provincial interest.
3. It shall be clear, concise and neutral.
4. It shall be capable of being answered in the affirmative or the negative and the only permitted answers to the question are "yes" or "no". 2000, c. 5, s. 28.

Notice of intent

(3)Before passing a by-law under clause 8 (1) (b) or (c), the clerk shall give at least 10 days notice of the intention to pass the by-law to the public and the Minister and hold at least one public meeting to consider the matter. 2000, c. 5, s. 28.

Notice of by-law

(4)Within 15 days after a municipality passes a by-law under clause 8 (1) (b) or (c), the clerk shall give notice of the passage of the by-law to the public and the Minister. 2000, c. 5, s. 28.

Contents

(5)A notice under subsections (3) and (4) shall include,

- (a) the wording of the question;
- (b) in the case of a by-law under clause 8 (1) (b), a clear, concise and neutral description of the consequences of the question if it is approved and the consequences if it is rejected with the special majority under section 8.2, including an estimate of the costs, if any, that the municipality may incur in implementing the results of the question; and

(c) in the case of a by-law under clause 8 (1) (b), a description of the right to appeal under subsection (6) including, in the case of a notice under subsection (4), the last day for filing a notice of appeal. 2000, c. 5, s. 28.

Appeal

(6) Within 20 days after the clerk gives notice of the passage of a by-law under clause 8 (1) (b), the Minister or any other person or entity may appeal to the Chief Electoral Officer of the Province of Ontario on the grounds the question does not comply with paragraph 3 or 4 of subsection (2) by filing with the clerk a notice of appeal setting out the objections and the reasons in support of the objections. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Notices to be forwarded

(7) The clerk shall, within 15 days after the last day for filing a notice of appeal under subsection (6), forward any notices of appeal received to the Chief Electoral Officer. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Other information

(8) The clerk shall provide any other information or material to the Chief Electoral Officer that the Chief Electoral Officer requires in connection with the appeal. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Hearing

(9) The Chief Electoral Officer or his or her designate shall, within 60 days of receiving notices under subsection (7), hold a hearing and dismiss the appeal or allow the appeal in whole or in part. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Order

(10) If the Chief Electoral Officer allows the appeal in whole or in part, the Chief Electoral Officer may make an order amending the by-law or directing the municipality to amend the by-law in the manner ordered. 2000, c. 5, s. 28; 2007, c. 15, s. 40 (1).

Non-application

(11) Subsections (1) and (3) to (9) do not apply to anything done pursuant to an order under subsection (10). 2000, c. 5, s. 28.

Results

8.2(1) The results of a question authorized by a by-law under clause 8 (1) (b) are binding on the municipality which passed the by-law if,

- (a) at least 50 per cent of the eligible electors in the municipality vote on the question; and
- (b) more than 50 per cent of the votes on the question are in favour of those results. 2000, c. 5, s. 28.

Determination of number of votes

(2) For the purpose of clause (1) (a), the number of eligible electors shall be determined from the voters' lists as they exist at the close of voting. 2000, c. 5, s. 28.

Implementation

8.3 (1) If the results of a question authorized by a by-law under clause 8 (1) (b) are binding on a municipality,

- (a) if an affirmative answer received the majority of the votes, the municipality shall do everything in its power to implement the results of the question in a timely manner;

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and

- (b) if a negative answer received the majority of the votes, the municipality shall not do anything within its jurisdiction to implement the matter which was the subject of the question for a period of four years following voting day. 2000, c. 5, s. 28; 2006, c. 9, Sched. H, s. 3 (1).

Same

(2) Without limiting subsection (1), the municipality shall, between 14 and 180 days after voting day,

- (a) if a by-law or resolution is required to implement the results of the question, ensure that it is prepared and placed before council or, if a series of by-laws are required to implement the results, ensure that the first of the series is prepared and placed before council;
- (b) despite clause (a), if passage of a by-law or resolution required to implement the results of the question is subject to a condition precedent under a regulation or statute (such as giving notice or holding a public hearing), ensure the initial steps have been taken to comply with the condition;
- (c) if administrative action to change a policy or practice is required to implement the results of the question, instruct municipal staff to take that action. 2000, c. 5, s. 28.

Limitation

(3) For the purpose of clause (1) (a), it is not within the jurisdiction of the municipality to eliminate or override any substantive or procedural legal right of any person or entity who is or may be affected by the implementation of the results of the question as illustrated by the following examples:

1. If a zoning change under the *Planning Act* is necessary to implement the results, the binding effect of the question is subject to the *Planning Act* and the discretion of the municipality under that Act is not constrained. If the zoning change is approved, the municipality is bound to implement the results; if it is not approved, the municipality is not bound.
2. If the results of the question require the passage of a by-law which requires notice to be given and at least one public meeting to be held to consider the matter before the by-law is passed, the binding effect of the question is subject to these procedural requirements and the discretion of the municipality to proceed following the public meeting is not constrained. If, after the public meeting, the municipality decides not to implement the results of the question, it is not required to do so. 2000, c. 5, s. 28.

Order

(4) A court presiding over a proceeding in respect of a recount, an offence under this Act or a proceeding under section 83 (contested elections) may make an order temporarily staying the requirement of a municipality to implement the results of a question under this Act if satisfied that the requirement may be directly or indirectly affected by the proceeding. 2000, c. 5, s. 28.

Time restriction

(5) A municipality that has passed a by-law or resolution or taken any other action to implement the results of the question shall not do anything within its jurisdiction to reverse or substantially change the action for a period of four years following the day the action took effect.

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2000, c. 5, s. 28; 2006, c. 9, Sched. H, s. 3 (2).

Exception

(6) Nothing in this section requires a municipality to do anything or prevents a municipality from doing anything if,

- (a) a subsequent binding question authorizes such action or inaction; or
- (b) the council is of the opinion, reasonably held, that there has been a material change in circumstances since the time it passed the by-law under clause 8 (1) (b) to put the binding question to the electors. 2000, c. 5, s. 28.

Language of notices and forms

9.1(1) Notices, forms and other information provided under this Act shall be made available in English only, unless the council of the municipality has passed a by-law under subsection (2). 1996, c. 32, Sched., s. 9 (1).

By-law

(2) A municipal council may pass a by-law allowing the use of,

- (a) French, in addition to English, in prescribed forms;
- (b) French, other languages other than English, or both, in notices, forms (other than prescribed forms) and other information provided under this Act. 1996, c. 32, Sched., s. 9 (2).

Non-application

(3) This section does not apply with respect to notices, forms and other information provided under this Act in respect of the election of the persons described in clauses 9.1 (1) (a) and (b). 1999, c. 14, Sched. F, s. 6 (2).

Bilingual notices and forms

9.1(1) This section applies with respect to notices, forms and other information provided under this Act in respect of the election of,

- (a) members of a French-language district school board; or
- (b) members of a school authority that,
 - (i) has established, operated or maintained a French-language instructional unit within the year before voting day, or
 - (ii) is subject to an agreement, resolution or order under Part XII of the *Education Act* that requires the school authority to establish, operate or maintain a French-language instructional unit. 1999, c. 14, Sched. F, s. 6 (3).

Language of notices, etc.

(2) Notices, forms and other information provided under this Act with respect to the matters described in subsection (1) shall be made available in English and French and shall not be provided in any other language unless the council of the municipality has passed a by-law under subsection (3). 1999, c. 14, Sched. F, s. 6 (3).

By-law

(3) A municipal council may pass a by-law allowing the use of languages other than English and French in notices, forms (other than prescribed forms) and other information provided under this Act with respect to the matters described in subsection (1). 1999, c. 14, Sched. F, s. 6 (3).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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BY-LAW NO. 88-270

REGULATIONS: (R.1.2.5.) A by-law to authorize a question to be put on the municipal ballot regarding Sunday shopping.

WHEREAS Council desires to obtain the views of the electorate on the matter of Sunday shopping by way of placing a question on the ballot and;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie pursuant to section 208(1), paragraph 25 of the Municipal Act enacts as follows:

1. QUESTION FOR BALLOT

The following question is hereby authorized to be submitted to the vote of the electors at the upcoming municipal election:

"Are you in favour of City Council passing a by-law which would allow stores to remain open on Sundays?

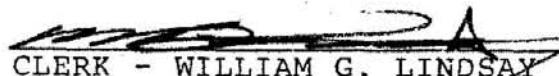
YES _____ NO _____ "

2. EFFECTIVE DATE

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

PASSED in Open Council this 19th day of September, 1988.


MAYOR - JOSEPH M. FRATESI


CLERK - WILLIAM G. LINDSAY

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 96-24

LEGAL (L.7.1.) A by-law for submitting to the vote of the electors a municipal question

The Council of the Corporation of the City of Sault Ste. Marie pursuant to Section 207(1)(25) of the Municipal Act, R.S.O. 1990, Chapter M.45 **ENACTS** as follows:

1. **SUBMITTING QUESTION TO THE VOTE OF THE ELECTORS**

A municipal question is to be submitted to the vote of the electors by placing the following municipal question on the municipal ballot for the municipal election to be held on May 2, 1996:

"Are you in favour of City Council approving the operation of government regulated casinos in the City of Sault Ste. Marie? You are entitled to vote "Yes" or "No".

2. **EFFECTIVE DATE**

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

READ three times and PASSED in open Council this 19th day of February, 1996.


MAYOR-MICHAEL SANZOSTI


CLERK-DONNA P. IRVING

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**SAULT STE. MARIE
MUNICIPAL ELECTION - MAY 2, 1996**

**BALLOT
ON THE "QUESTION"**

ARE YOU IN FAVOUR OF CITY
COUNCIL APPROVING THE OPERATION
OF GOVERNMENT REGULATED CASINOS
IN THE CITY OF SAULT STE. MARIE?

You Are Entitled To Vote "Yes" or "No"

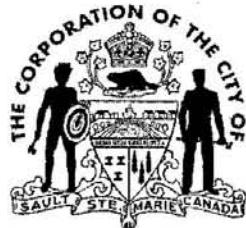
YES

NO

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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.: C.3.1.1.

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2009 10 26

RE: NOHFC FUNDING FOR UPGRADES TO HURON
CENTRAL LINE BETWEEN SUDBURY AND SAULT STE.
MARIE

At its August 13, 2009 meeting City Council had before it a report from Joe Fratesi, Chief Administrative Officer, regarding the efforts undertaken to have Huron Central Railway continue operating the rail service between Sudbury and Sault Ste. Marie. That report made reference to \$3 million in funding from senior levels of government. Both the Federal and Provincial governments were to provide \$1.5 million towards capital expenditures for the next year.

Appearing on your agenda this evening is By-law 2009-173 which authorizes an agreement between the Northern Ontario Heritage Fund Corporation and the City respecting the provincial share of that funding. By-law 2009-173 is recommended for your approval.

Respectfully submitted,

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

Lorie A. Bottos
City Solicitor

LAB:on
/staff/CouncilReports//C.3.1.1/Huron Central Railway

RECOMMENDED FOR APPROVAL

A handwritten signature in black ink that reads "J. Fratesi".

Joseph M. Fratesi
Chief Administrative Officer

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J. M. Elliott, P. Eng
Commissioner

R. Travaglini
Manager of Parks



Public Works and
Transportation

2009 10 26

Mayor John Rowswell and
Members of City Council

**RE: EMERALD ASH BORER-TREATMENT OF QUEENSTOWN ASH TREES
COUNCIL UPDATE**

This report has been prepared as a follow up to the following resolution from the regular City Council Meeting of the City of Sault Ste Marie held on 2009 07 27:

Moved by Councillor S. Butland
Seconded by Councillor J. Caicco

Whereas the Emerald Ash Borer has now been present in at least one ash tree in the downtown area;

Be it resolved that Canada Forestry Service in cooperation with Canadian Food Inspection Agency and City Staff take immediate action to prohibit the spread of this invasive beetle; and

Further resolved that Council approve up to \$20,000 from the Unforeseen Expenses account to treat trees for the Emerald Ash Borer. It is anticipated a report on any action taken would be provided to Council as soon as available and placed on the next Council Agenda.

Discussion

The injection treatment of 134 ash trees along Queen Street East from Pim Street, west to Gore Street began August 12, 2009 and was completed August 19, 2009. The work was performed by Nutri-Lawn under direction of City Staff. Canadian Forestry Service as well as Bio-Forest Technologies and the Ministry Of Natural Resources were also involved in the planning and gathering of science based information for present and future purposes for control of the Emerald Ash Borer.

The product used was Tree Azin Systematic Insecticide, a new Bio Insecticide produced by Bio Forest Technologies Inc.

Tree Azin is used as a preventative measure or at the onset of an outbreak providing protection up to 2 years with a single application. Tree Azin is classified as a "low risk pesticide" and received emergency registration from Health Canada's Pest Management Regulatory Agency in 2009 for use against Emerald Ash Borer in Ontario and Quebec.

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Summary

The Queenstown Ash Trees will also be continually monitored by Canadian Forestry Service along with City Staff. City Staff will continue to work with Canadian Forestry Service, Ministry of Natural Resources, Canadian Food Inspection Agency as well as Bio Forest Technologies in its battle with the Emerald Ash Borer not only on Queen St. but throughout our Community.

Respectfully submitted,



Randy Travaglini
Manager of Parks

Recommended for approval,

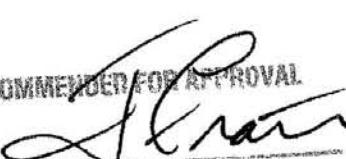


J. M. Elliott, P. Eng.
Commissioner

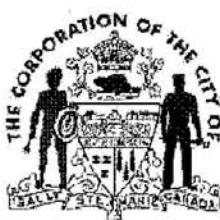
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RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation department

October 26, 2009

Mayor John Rowswell
And Members of Council
Civic Centre

Subject: Request for Information on the Winter Control Budget

At the October 13th 2009 Council meeting, the Finance Department provided a financial report that included information on the City's Winter Control Operations as of June 30, 2009. A question was put forward by Mayor John Rowswell concerning the 19% left in the Winter Control Budget and how this figure compared to previous years.

It should be pointed out that a large portion of the Winter Control Budget is spent at the beginning of each year. This is due to the fact that during the first four (4) to five (5) months of the year there are not only snow plowing operations, but also snow removal, cutting of snowpack, sand cleanup as well as sod restoration of boulevards. Depending on the severity of the winter, a significant amount of the Winter Control Budget is used during this period. The remaining part of the winter season begins around the end of October early November and involves only plowing and sanding/salting operations.

The following table lists the percentage of Winter Control funds left as of June 30 for the years from 2005 to 2009. We have also included the snowfall information that indicates the severity of the winter for that particular year.

Year	% at June 30th	Yearly Snowfall (metres)
2005	28	2.80
2006	27.7	3.35
2007	20.4	4.54
2008	11.1	5.45 2.87 (as of April 2008)
2009	19.0	1.66 (as of April 2009)

The percentage of funds left in the winter operations budget is affected by a severity of the winter months during the first part of year. In 2008 there was an extremely high snowfall for the year that was in the order of 5.45 metres. In 2009

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snowfall records indicate a 1.21 metres less snowfall than what occurred in the same time period in 2008. This reduction in snowfall is reflected in the percentages with 2009 having 19% left as of June 30 and in 2008 there is 11.1%.

This report has been provided for Council's information.

Respectfully submitted



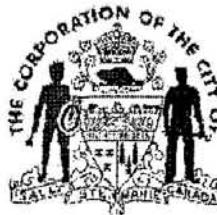
J. M. Elliott, P. Eng
Commissioner
Public Works and Transportation Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Larry Girardi
Deputy Commissioner



Public Works &
Transportation Department

5(p)

2009 10 26

Mayor John Rowswell
And Members of Council
Civic Centre

RE: Request for a School Guard in the Pinewood School area to better improve safety of the Students.

On September 14th, 2009 Council passed the following resolution:

"Whereas pedestrian travel near Pinewood School has always been difficult as there are no sidewalks; and

"Whereas Public Works and Transportation has previously reviewed in the area and has no immediate plans of a sidewalk in the area; and

"Whereas the surrounding students can be put into a dangerous and unsafe situation in the winter months;

Now therefore be it resolved that Public Works and Transportation report back to Council on the possibility of a School Crossing Guard in the Pinewood School area to better improve safety of the students."

Discussion

In order to initiate the process of determining whether or not a school crossing guard is required at any location, the Public Works and Transportation Department must follow the City Policy for **School Crossing Study** which is based on sound engineering practices. The following information is the result of this process.

Pinewood Principal and Parents

The principal of Pinewood School, Roman Peredun was contacted to help determine where the parents of the school children attending Pinewood school would like to see a school guard. Mr. Peredun took the initiative to survey the parents to help with this process.

The following are the results of the survey:

- 79 students were surveyed and 54 surveys were returned.
- 25 of the 54 surveys indicated the best area to have a crossing guard would be at the end of the school driveway and opposite the path coming out of Parkinworth Place.
- 12 surveys asked for a guard at Queen and Dacey Road location.
- Most walkers crossed Queen at the school or at Dacey, a few at Falldien and Royal York as well.

Based on the results of the survey, Mr. Peredun stated. *"While I do support a crossing guard at the foot of Pinewood driveway, I wish to reiterate that safest alternative is a sidewalk along Queen. I do not want students walking along Queen with the flow of traffic, potentially creating additional safety concerns, in order to access the crossing guard."*

Police Services

Continuing with the process of determining whether a school guard is required and where the crossing should be located. Sergeant Lisa Kenopic from Police Services was contacted. She had Constable Gioia, who is the liaison officer with Pinewood School assess the situation along with City crossing guard Supervisor Penny Poluk. This assessment encompassed the first couple weeks of school (early September), as they received calls from concerned parents in the area. Constable Gioia felt that a guard should be placed in this area as traffic was heavy around 3:30 p.m. time frame and numerous children were walking on the road and crossing in different areas of the street,. In addition, the shoulder area is too narrow and she believed this would become more hazardous in the wintertime as the shoulders may not exist at all due to snow conditions. It was also pointed out that there are an increased number of children walking from these areas due to the new subdivisions south of Queen.

PWT Crossing Guard Study

Further to the process of determining whether or not the crossing guard is required we have asked our Traffic Division to analyze the location and provide specific statistics regarding how many students are actually crossing Queen Street and whether the numbers meet the requirements for a crossing guard.

The following are the results of that study:

Presently School warning flashers exist on the eastbound and westbound approaches of Queen Street to alert motorists of the children during morning and afternoon dismissal times.

At this location the proposed crosswalk would cross Queen Street directly in front of the school's driveway. A catwalk was recently constructed to accommodate children and pedestrians that live in the Parkinworth Place subdivision and surrounding area.

This section of Queen Street is low volume and is classified as an urban collector road that measures 7m wide in a 50km/h speed zone.

From our studies carried out by our Traffic Division, the adequate gap size for children to cross this road is 10 seconds. Both AM and PM gap studies show that there is 22-23 seconds of average gap time available.

Collision History

Dating back as far as January 1, 1991, there have been 3 vehicle collisions along this segment of Queen Street East between Royal York Boulevard and Queensgate Boulevard.

Conclusions

The following conclusions have been drawn from the information and opinions provided by the different groups involved as well as the Crossing Guard Study carried out by the Traffic Division.

- The school principal and the parents believe that from the amount of traffic they observe a school crossing guard is required at the location in front of the school entrance. The principal did voice concerns that in order for students to get to this crossing, they would be walking with traffic along the shoulder of Queen Street. He does not want students walking along Queen Street with the flow of traffic and feels that the safest alternative is a sidewalk along Queen street.

- Police services feel that a school guard should be placed in this area as a result of the amount of traffic they perceive at certain times of the day. They also express concern with school children walking with traffic along Queen Street in order to reach a crossing at the school entrance.
- The school guard crossing study carried out by PWT reveals that a school guard crossing is not warranted in the area of Pinewood School. This is based on AM and PM gap studies as well as on criteria obtained from Ministry of Transportation Ontario's School Crossing Review, 1992. In addition, the placing of the crossing in front of the school forces children to walk with traffic along Queen Street in order to get to this crossing and thereby creates a dangerous situation.

Summary

Assessing the data and the opinions that have been collected by the different groups as well as the City Crossing Guard Analysis, staff does not believe we have the numbers to substantiate putting a crossing guard at this location at this time. In addition, the school principal, Police Services and PWT believe that the proposed location would encourage children to walk with the traffic along Queen Street in order to get to the crossing location and would ultimately create a dangerous situation. PWT staff is of the opinion that we should continue to monitor this location and when the numbers reach a level to justify a crossing guard then we should proceed with doing so. In addition, a sidewalk in this area should be considered under the Capital Works Construction Program.

Recommendation

It is recommended that:

- A school crossing guard not be placed at the Pinewood School location at this time.
- The City continues to monitor the number of children crossing and when it meets the minimum requirement a recommendation be prepared by staff.
- A sidewalk be considered for this area under the Capital Works Construction Program.

Respectfully Submitted

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

James M. Elliott P. Eng.
Commissioner
Public Works & Transportation

~~RECOMMENDED FOR APPROVAL~~

Joseph M. Fratesi
Chief Administrative Officer

5(2)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: P.4.6.408

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2009 10 26

SUBJECT: SALE OF 3 ACRES OF LAND ON THE SOUTH SIDE OF YATES AVENUE TO ELLSIN ENVIRONMENTAL LIMITED AND THE GRANTING OF A FIRST RIGHT OF REFUSAL FOR ADDITIONAL PROPERTY ON THE SOUTH SIDE OF YATES AVENUE TO ELLSIN

PURPOSE

The purpose of this report is to recommend to Council the sale now of 3 acres of land to Ellsin Environmental Limited and the granting to that company of a First Right of Refusal for additional property on the south side of Yates Avenue.

ATTACHMENTS

- 1) Attached is a copy of a portion of Plan 1R-11773 which shows Part 1 is the property to be conveyed to Ellsin. This property is located immediately east of Traders Metal on the south side of Yates Avenue.
- 2) Attached is a letter from John Febraro.

BACKGROUND

Council members may recall that Premier McGuinty announced funding for Ellsin Environmental when he was in the City on July 16, 2009. The funding is through NOHFC. The plant that is being built plans to test a patented process for reclaiming used tires. The plant will use innovative technology to break used

tires down into their original components. According to the press release issued at the time some of the recovered materials can be used to generate power.

Environmental approvals for the plant are the responsibility of Ellsin. Robert Maier of Ellsin advised City and EDC staff at a meeting that tires will not be stored on site. What happens is that the truck carrying the tires backs up to the building and the trucks are unloaded and the tires put into the Ellsin machinery.

COMMENTS

Ellsin is initially purchasing 3 acres at \$20,000.00 per acre. In addition, Ellsin is asking for a first right of refusal for three years for additional property on the south side of Yates Avenue. The first right of refusal is being granted to Ellsin at no cost. The first right of refusal does not tie up the land for 3 years. If EDC or the City is approached by someone who wants to purchase some of the property then Ellsin will be required to make a decision on whether it wants to match the offer.

Mr. Maier of Ellsin has advised that if the plant is successful, he foresees the possibility that tires will be brought to Sault Ste. Marie by barge, transferred by conveyor to the Ellsin plant, once again without any outside storage of tires. However, that is the hope for future expansion of the plant onto the additional property.

Ellsin Environmental Limited cannot own the property on which the building is built. This is because of the NOHFC funding. The NOHFC funding is for the equipment alone. Therefore, what Ellsin is proposing is to have the contractor building the building actually purchase the property and build the building and then lease it back to Ellsin with Ellsin purchasing the property and building over time.

John Febbraro, Executive Director of Development Sault Ste. Marie, and others at the EDC have worked diligently to attract Ellsin to Sault Ste. Marie. It is a company with exciting potential.

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- 3 -

RECOMMENDATION

It is recommended that:

- (1) Council sell Part 1 on Plan 1R-11773 to Ellsin Environmental Limited (or another company as directed by Ellsin for \$20,000 per acre).
- (2) and that Council grant a first right of refusal to Ellsin for the balance of the property on the south side of Yates Avenue for three years.

The by-law will appear at the November 9 meeting.

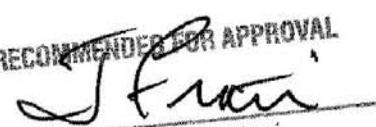
Respectfully Submitted,



Lorie A. Bottos
City Solicitor

LAB/da
c.c. John Febbraro

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

da/council reports/2009reports/caucus Ellsin Yates Avenue.2009

PLAN OF SURVEY OF
PART OF SECTION 34
TOWNSHIP OF KORAH
DISTRICT OF ALGOMA
SCALE: 1 : 1000

20 0 25 50

METRES

D.S. Urso Surveying Ltd.

YATES AVENUE
OPENED BY BY-LAW 92-151, INST. T338563
PART 2, PLAN 1R-8364 PIN 31609-0006

TOWNSHIP
OF

PART 1

PLAN 1R-8364

PIN 31609-0006

SSIB(MFT)
(INT)

0.300

STEEL POST AND
WIRE SECURITY FENCE
FENCE ON LINE

PART 16

PLAN 1R-10744

SECTION

3 4

SSIB(MFT)
(INT)

0.300

STEEL POST AND
WIRE SECURITY FENCE

PLAN
1R-10744

NO EVIDENCE FOUND
OF REAR LINE

PART 3,
PART 1,
PLAN 1R-10744
PLAN 1R-5829

NB23'205E (P.P1,P2)

REFERENCE BEARING
137.808 (P.M.)

93.500

SSIB(MFT)

PLAN 1R-5829

SSIB(MFT)

PLAN 1R-10744

SSIB(MFT)

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Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC

October 22, 2009.

Lorrie Bottos
City Solicitor
City of Sault Ste. Marie

RE: Ellsin Environmental Request to Purchase Land – 155 Yates Avenue

Dear Mr. Bottos:

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is successfully helping to build the brand that Northern Ontario and Sault Ste. Marie is the preferred place to do business, offering exceptional value and service. Sault Ste. Marie has been designated as the "Alternative Energy Capital of North America" and our various green technology and energy projects represent an investment of over \$1 billion and are at all phases in the development cycle from planning to demonstration to commercialization. These initiatives include largest wind energy farm in Canada, largest solar energy farm in Canada, two co-generation facilities (bio-feedstock & waste gas from steelmaking), bio-fuel, algae and waste-to-energy.

The SSMEDC through Development SSM, has been working very closely with Ellsin Environmental Limited the past year. We aggressively pursued them to establish their operations in Sault Ste. Marie. Ellsin's waste-to-energy technology project is a perfect fit with Sault Ste. Marie's growing green technology and alternative energy sector. Aside from our strategic location and operational advantages, there are synergies with other local companies.

Ellsin Environmental Limited is a Canadian company that will demonstrate an innovative new patented process that uses green technology with high efficiency microwaves though a reverse polymerization process, to convert scrap tires directly to their basic elements of carbon black (38%), oil (21%), gas (31%) and steel (10%). Eliminating combustion in the molecular restructuring process, results in no noxious oxides, dioxins or other "bad" green house gases (GHG) being produced. Disposing of an environmental problem (tires) utilizing green technology with none of the toxic GHG, is the right thing to do. Furthermore, the process has the ability to generate clean electricity and that is truly amazing.

The SSMEDC is totally supportive of this project and we see it as a very key part of our economic long-term future. The technology is sound, the process is innovative and we have performed our due diligence on all aspects of the project. As part of the due diligence, Ellsin held an open house at H.M. Robbins school early in October where approximately thirty area residences attended, viewed

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and had any question answered by Ellsin Environmental and the Ministry of Environment (MOE) were in attendance to answer any potential environmental concerns. In addition, Ellsin Environmental has completed all necessary MOE applications and were submitted. Currently, Ellsin Environmental has been using local companies to complete many of their requirements and they will continue to do so as they move through their process.

The SSMEDC is extremely excited to be adding another green technology company to our growing sector. Sault Ste. Marie is leading the way in the province and this project will be a clear demonstration of investment and job creation anticipated in the proposed Green Energy Act. We look forward to Ellsin's approximate \$5.7 million investment creating 8-10 jobs to start with a target set in the range of 40-60 including indirect jobs as this 1st phase ramps up.

In order to commence this project, Ellsin Environmental requires land to construct their 1st facility which will be approximately 12,000 sq ft. They have requested 3 acres on Yates Ave (South side) at the entrance of Yates Industrial park at a price of \$20,000/acre. Ellsin Environmental is also requesting that they have a first right of refusal on the remaining acreage on the south side for the expansion of their 2nd phase.

The Sault Ste. Marie Economic Development Corporation is requesting that you bring forward this request to Council for their approval. We will continue to work with Ellsin into their next phase of operations and ensure that they are successful in Sault Ste. Marie. If you have any questions, please feel free to contact me anytime.

Yours truly,

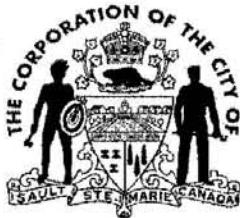
John Febbraro

John Febbraro
A/Executive Director
Development Sault Ste. Marie

6(3)(a)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

October 26, 2009

Our File: B-05-04

Mayor John Rowswell
Members of City Council

**RE: Elementa Waste Provision Agreement
Energy-from-Waste Plant in the City of Sault Ste. Marie**

Purpose of the Report

The purpose of this report is to present to Council an agreement negotiated with Elementa, concerning the provision of the City's curbside municipal solid waste, curbside Industrial, Commercial & Institutional (IC&I) waste and Public Works and Transportation (PWT) waste.

Background

Staff presented a report at the Council meeting of June 8th, 2009 with the following items as a summary:

- The decision to include Elementa's energy-from-waste technology as part of the City's integrated waste management system must be perceived by the community and Council as participating in an experiment; and
- The City and Consultant review of the Elementa pilot project has identified a number of potential risks and concerns. There remains uncertainty with regards to the feasibility of the project – ie. the revenue side of the financial model, overall plant reliability, efficiency and scalability; however,
- It was staff's opinion that an acceptable agreement may be negotiated which ensures those risks will be borne by Elementa and not the City; and
- Continuing with the overall Waste Management EA will ensure the municipality's waste management responsibility is addressed and the funding requirements are identified.

Council's resolution read as follows:

Resolved that the report of the Land Development and Environmental Engineer dated 2009 06 08 concerning the Elementa (formerly EnQuest) Proposal for an Energy-from-Waste Plant in the City of Sault Ste. Marie be accepted and the recommendation that the City negotiate an agreement with Elementa for the long term provision of all residential curbside waste (i.e., five-year contract plus five-year renewal option) that would address the concerns/risks to the City, including but not limited to the following:

1. There shall be no guarantee or liability associated with the quantity or quality of waste provided by the City;
2. Elementa shall agree to the \$60.00 per tonne tipping fee subject to annual CPI adjustment, and this cost shall not be negotiable during the term of the contract;
3. All Federal, Provincial, and local permits and approvals shall be the responsibility of Elementa;
4. Elementa shall carry insurance acceptable to the City to cover fire and explosion risks;
5. The City's Fifth Line Landfill site shall not be considered an option for the location of the Elementa plant; and

Furthermore that the City's Waste Management EA consultant team shall facilitate and assist the City in the agreement negotiations; and

Furthermore that Elementa must construct and have in operation the energy-from-waste plant to process Sault Ste. Marie's curbside MSW within 5 years of the MOE approval of the energy-from-waste plant; and

Furthermore approve the continuance of the landfill operation and the City's continuing investigation through the completion of the overall waste management EA study, be approved.

Council's resolution and approval of the recommendation within that report allowed staff to negotiate an agreement with Elementa that has led to several months of dedicated effort to ensure the City's risk was minimized; yet, the opportunity for Elementa to build and operate a commercial/ demonstration plant in Sault Ste. Marie was possible.

Key Highlights of the Agreement

The following items are key points in the agreement:

1. A guaranteed waste quantity of 12,500 tonnes per year is included. Our last report stressed a guarantee could not be given, however, throughout our negotiations with Elementa this became a deal breaker. Staff remains reluctant to include this in the agreement as there is a financial risk to the City if the tonnage cannot be provided. However, an examination of the past five years of volumes received at the landfill has allowed the inclusion of this guarantee as staff understands a 'buffer' exists of approximately 4000 tonnes. Changes in legislation could mandate additional diversion programs (ie. organics) which will reduce the volume of waste available to Elementa, so clauses in the agreement have been included to prevent the payment of the tipping fee for the quantity of waste affected by such legislation.

To ensure the waste quantity guarantee, we also recommend at this time including the following additional waste streams:

- Curbside Industrial, Commercial & Institutional Waste; and
- Public Works & Transportation Waste

The agreement also allows for Elementa to provide bins at the City landfill to collect waste from the public.

2. The City shall pay Elementa \$60.00 per tonne subject to an annual CPI adjustment. This increase will commence once the first full year of production is achieved. For our waste quantity guarantee, this is a minimum annual contract for \$750,000. Consultation with Bill Freiburger, Commissioner of Finance and Treasurer, has identified it is anticipated this amount will be paid through the Landfill Reserve.

Council must be aware that this reserve is currently funded by the tipping fee charged at the landfill. It is foreseeable that the balance of the volume of waste required to make the Elementa technology feasible will be found in the IC&I sector ie. current customers of the City landfill may dispose of their waste at Elementa in the future. Although, the advantage remains that landfill space in the City site will be saved by this diversion to Elementa, the Landfill Reserve may suffer and the General Levy may be required to pay our tipping fee to Elementa.

3. Commencement date for operations is set within the agreement as April 1, 2011. A reason for termination is valid if the first year of full production is not reached by December 31, 2015.
4. All Federal, Provincial and local permits and approvals are the responsibility of Elementa.
5. Insurance provisions shall satisfy the City.
6. The Elementa site shall not be at the City's landfill.
7. The City has priority for processing its guaranteed waste quantity (12,500 tonnes).
8. The agreement is for a 10-year term with an automatic renewal option for an additional 10 years.
9. All "green attributes" ie. carbon credits, etc. are Elementa's right.

Other Considerations

1. Council is cautioned that additional City staffing may be required. To-date, Engineering staff has been predominantly involved in the dealings with Elementa, however, it is foreseeable that following the implementation of the technology, Public Works staff will play a large role in the administration of the contract and the provision of the waste. The staffing demands are not completely understood at this time, but Council should appreciate that a integrated waste management system with Elementa as a component may require additional personnel or a shift of duties for existing staff at Public Works. It must be stressed that all waste collection responsibilities will remain the same and it is anticipated that the landfill must remain operational with the existing staffing compliment, as well.
2. During Elementa's presentation to Council on July 21, 2008, a financial reward was made to the City which included a financial royalty of \$200,000 per plant sold by Elementa – which would continue to \$5,000,000 – with 12 projects in early stage agreement form. A clause had been included in this agreement which allows for a separate agreement to be entered into to finalize this offer.

6(3)(a)

3. With the endorsement of this agreement, staff may now examine how best to proceed with the Waste Management EA. Given that the potential timeframe is defined in the agreement and waste diversion quantities are better understood, staff and our Consultant may ensure the City's waste management needs are satisfied with and without the inclusion of Elementa as an effective part of our integrated waste management system.

Recommendation

The Engineering and Planning Department recommends endorsing the attached agreement and By-law 2009-178 placed elsewhere on the agenda for your consideration.

Respectfully submitted,



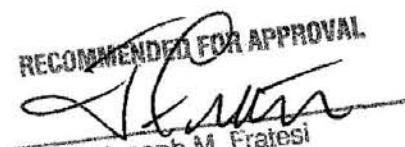
Susan Hamilton Beach, P. Eng
Land Development & Environmental Engineer

Recommended for Approval:



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

6(6)(a)



2009 10 26

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowswell
and Members of City Council

SUBJECT: Application No. A-22-09-OP – filed by the City of Sault Ste. Marie

SUBJECT PROPERTY: Location – Various properties zoned “RA” (Rural Area), but not including properties zoned “REX” (Rural Aggregate Extraction) & “RP” (Rural Precambrian Uplands)

REQUEST: The applicant, the City of Sault Ste. Marie, is requesting an amendment to the Rural Area Policies of the Official Plan to permit the creation of not more than one (1) severance per lot, starting on the day of the passing of the amendment.

CONSULTATION: Engineering – No objections
Building Division – No comments
Legal Department – No comments
Fire Services – No objection
PW&T – No comment
Conservation Authority – See attached letter
Accessibility Committee – See attached letter

Introduction

In early 2008 the Planning Division began a comprehensive review of the current Official Plan (OP), which was drafted in 1996. This report is the second part of this review. Provincial Policy requires the Municipality to ensure that a sufficient amount of readily developable and serviceable residential lands are available to meet the future needs of the community.

Although notice was given, at it's September 28th meeting, Council deferred this application to give staff more time to respond to comments from Ministry of Municipal Affairs and Housing.

Projected Residential Demand

Residential demand has been determined based on the recently approved Population and Household Projections (Oct. 2008), produced by the City's Planning Division. A brief summary is provided below.

Projected Population and Additional Housing Demand

Year	Population	Approximate Additional Housing Demand (Avg. # of Units/Year)
2006	74 960	2006-2011 - 115
2011	75 500	2011 – 2016 - 280
2016	77 850	2016 - 2021 - 335
2021	81 000	2021 - 2026 - 230

Based upon the population and household projections, and average density calculations, the table below outlines the total acreage required to meet future urban, serviced, residential development demand between 2006 and 2021.

Projected Dwelling Unit and Land Demand: 2006 - 2021

Dwelling Type	Average Density (units/acre)	Projected # of Dwelling Units	Required Residential Land (acres)
Single	6	2115 (58%)	352.5
Semi	10	171 (5%)	17.1
Row	20	188 (5%)	9.4
Apartment	30	1156 (32%)	38.53
Total	8.7 (Avg. Density)	3630	417.53

Current Residential Land Supply (Shown as Green & Yellow on the Residential Land Inventory Map attached)

The municipality requires approximately 417 acres of readily developable and serviceable residential land. As per Provincial Policy, future urban residential development must occur within the Urban Settlement Area (USA). Referring to the map attached, there is a total of 754 acres of vacant land with residential development potential within the current USA. The total acreage of larger blocks is shown.

High Potential (green) – 599 acres is currently zoned, serviced, or easily serviced.

Medium Potential (yellow) – 155 acres is not zoned, not serviced, or not easily serviced, including 23 acres of vacant school sites.

Projected demand is 417 acres and current supply is 754 acres. Although development constraints such as wetlands and ravines have been removed, not all vacant land will be available. A surplus of land is desirable, to ensure adequate land continues to be available over the next 5 to 10 years. However, given projected demand and current supply, an expansion to the current Urban Settlement Area is not warranted, or proposed at this time.

Future Residential Land Supply (Shown as Red on Attached Residential Land Inventory Map)

Although an Urban Settlement Area expansion is not recommended at this time, potential future urban expansion areas, totalling approximately 288 acres have been identified on the map attached (red). In identifying such areas, staff reviewed the suitability of soils, availability of services, current parcel fabric, and the overall growth directions of the City.

Such areas should be considered for potential future urban residential development. Severances in these areas will be restricted to those which do not impact the future development potential of the lands.

Official Plan Rural Area Severance Policies

Drafted in 1996, the current Official Plan does not permit rural area severances without City Council approval of an Official Plan Amendment. In an average year, 10 new rural area lots are created, and 10 rural residences are constructed, accounting for approximately 10% of Sault Ste. Marie's annual dwelling unit construction.

A review of rural area properties found that there are currently 410 lots in the Rural Area with severance potential. The query identified lots that were located

in the Rural Area, with a minimum of 90m of frontage, and 1ha in size. Given the minimum lot standards of 45m frontage and 0.5ha area, the resulting severed and retained properties of the identified lots would meet the minimum frontage and area requirements. Areas having unsuitable soils, topography, or environmentally sensitive features were also removed from the query. At the current rate of an average of 10 severances per year, the supply is estimated at 41 years, although this could last much longer, as many lots could accommodate multiple severances, although such severances would require Council approval through an Official Plan Amendment.

It is recommended that City Council approval of an Official Plan Amendment be no longer required for single lot rural area severances. Severances will be limited to the creation of one new lot per property, in addition to the retained portion, starting the day Council adopts the new policy. Multiple lot severances (more than one new lot) and rural estate subdivisions will continue to require City Council approval of an Official Plan Amendment.

A review of rural area severance applications will continue to ensure that:

- Lands are divided in an efficient manner, and that landlocked parcels are not created.
- Future development potential is not restricted, especially within those areas identified as having urban residential development potential.
- The proposed lot has frontage upon, and direct access to a public road that is maintained by the Municipality on a year round basis.
- The proposed lot and planned development will not have a negative impact upon the drainage patterns of the area.
- The severed and retained parcels fit into the general character of the surrounding area, in terms of frontage and area.
- The severed and retained parcels are large enough for the adequate provision of on-site services, including their future replacement, in the event of a failure.
- Where Municipal services exist, smaller lots may be considered, so long as reduced frontages and areas are within the general character of the area.
- Sensitive environmental areas such as wetlands, ravines, and flood areas are not negatively impacted.
- New Rural Area lots shall adhere to the Ontario Ministry of Agriculture, Food and Rural Affairs' Minimum Distance Separation Formulae, as it pertains to non-livestock related development and existing or potential livestock related development.

Open House and Public Comments

On June 10, 2009, the Planning Advisory Committee hosted an Open House to gain public feedback upon the proposed severance policies, as well as existing

and future residential development areas. The open house was attended by approximately 16 people who generally supported the recommended policy changes. There was a common theme that smaller lots should be permitted along Old Goulais Bay Road between Third and Fourth Lines, given the availability of municipal services, and existing undersized lots in the area.

Current Rural Area lot standards have been developed to ensure ample room for a well, septic field, and a replacement septic field in the event of a failure. The minimum frontage requirement of 45m (150') ensures that the general Rural Area character of an area can be maintained.

A review of the area along Old Goulais Bay Road between 3rd and 4th Lines indicates that there are a number of undersized lots, especially on the east side of Old Goulais Bay Road. These smaller lots were initially approved based upon the availability of Municipal sewer and water services and over time, these smaller lots have become the standard, or character of the surrounding area.

Given the area's future development potential, reduced lot sizes would result in larger remnants, with greater future development potential. Given existing lot sizes in the area, Planning Staff will support smaller lots, with a frontage of 37.5m (123') and 0.4ha (.99a); severance applications to the Committee of Adjustment will need to be accompanied by a minor variance application, and each lot will be reviewed on a case by case basis.

Additional Rural Area Policies and Amendments

While reviewing the current Rural Area Policies of the Official Plan, a number of additional amendments were incorporated to streamline the policies, eliminate redundancies, and better reflect the overall intent of the Plan.

Previous wording notes that industrial development in association with extraction activities needed to adhere to appropriate 'environmental constraints', or 'have no impact upon the environment'. Proposed amendments will remove such wording and require an Environmental Impact Study which demonstrates that impacts to the environment will be minimal.

A new policy is also proposed which prohibits the creation of new lots for residential purposes within the Aggregate Extraction Area. The Zoning By-law currently prohibits the creation of new lots in the Rural Extraction Zone (REX), although this prohibition was never incorporated into the Official Plan.

The City's aggregate deposits represent a valuable resource for the community. Aggregate resources have also been identified as a Provincially Significant Resource, and Provincial Policy notes that such resources should be protected from the encroachment of incompatible land uses, such as residential uses. The addition of a Rural Area policy prohibiting the creation of new residential lots

within the Aggregate Extraction Area will further strengthen the existing zoning provision, and help to ensure that future land use conflicts do not arise. It is important to note that the prohibition does not apply to existing lots or residences.

Agency Comments

Correspondence from CN Railway (attached) notes that the 'Garson properties' at 750 & 192 Rossmore Road are in close proximity to a rail right of way. The area below the hill has been identified as having high development potential, and is approximately 160m (524') from the edge of the right of way. While CN is not objecting to the future residential development, we are reminded that current Official Plan Transportation Policies will require a sound attenuation study, with appropriate mitigating measures, prior to any land use approvals.

Correspondence from the Accessibility Advisory Committee (AAC) note no objection with the request, although the letter attached poses 2 questions which are relevant to the proposed amendments to the rural area severance policies of the OP. The first question asks if properties could be severed numerous occasions over time, resulting in a subdivision. As previously mentioned in the Report, the proposed policy will be limited to single lot severances. Multiple lot severances will require an Official Plan Amendment, and/or Plan of Subdivision application, which will require Council approval, including any comments from the Accessibility Advisory Committee. The letter attached also requests clarification upon the definition of 'Rural Area'. The Rural Area is the part of the Municipality that is outside of the Urban Settlement Area (as shown on maps attached), and with a few exceptions, properties within the Rural Area do not have access to Municipal sewer and water services. Consequently, services are provided on-site, which in part relates to the lower density, and larger lot sizes within the Rural Area.

Based upon follow up discussions, the AAC is satisfied that the proposed rural area severance policies will not result in a circumvention of the Plan of Subdivision process, which requires among other things, AAC consultation, and measures to ensure that barriers are removed so that lands are developed in an accessible manner.

At their meeting on September 9, 2009, the Planning Advisory Committee endorsed the Residential Land Inventory Review and proposed Rural Area Severance Policies.

Correspondence from the Conservation Authority (attached) notes that individual severances will require site specific evaluations to determine if a permit is required, and if such development is desirable from the perspective of O. Reg. 176/06 Development, Interference with Wetlands, and Alterations to Shoreline and Watercourses. Conservation Authority review will also include an evaluation of a particular development's impact upon Drinking Water Source Protection.

Ministry of Municipal Affairs and Housing (MMAH) Comments

MMAH's comments (attached) have resulted in a number of changes to the proposed Rural Area Policies, and Land Use Schedule C (a revised version showing Urban Settlement Area and Shield Line is attached).

While the comments were comprehensive, they are minor in nature, and aimed at ensuring consistency with Provincial Policy 2005. Line by line responses to MMAH's comments can be found on the attached document entitled '*Responses to Ministry of Municipal Affairs Comments of September 21, 2009*'. MMAH staff is satisfied with the City's responses to their comments.

SUMMARY

Given residential demand (417 acres) and current residential land supply within the Urban Settlement Area (737 acres), an expansion to the existing Urban Settlement Area (USA) is not required to satisfy future serviced residential demand until after 2021. A surplus of 320 acres of developable residential lands within the USA is appropriate, as not all vacant properties will be on the market in the foreseeable future.

While an expansion to the current USA is not warranted at this time, approximately 288 acres of additional land has been identified for potential urban serviced residential development.

Current and future residential development areas have been determined by a number of factors, including suitable topography and soils, serviceability, proximity to existing infrastructure, current land use, existing parcel fabric, and the future growth directions of the Municipality.

Developed in 1996, the existing Rural Area policies of the Official Plan do not permit severances, resulting in amendment applications to Council, in addition to a severance application to the Committee of Adjustment. It is recommended that rural area severance applications continue to be reviewed by the Committee of Adjustment in a manner that ensures lands are divided efficiently and in accordance with applicable laws, and the general character of surrounding areas.

Severances will be limited to 1 per lot, starting on the day that this Official Plan Amendment is adopted. Multiple lot or repeated severances will require City Council approval through an Official Plan Amendment.

The area along Old Goulais Bay Road, between Third and Fourth Lines requires special attention. The availability of services and the existing parcel fabric have created a character of smaller or undersized lots. The creation of smaller lots in

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this area is appropriate, on a case by case basis, to be reviewed by the Committee of Adjustment.

The Way Forward

Part 3 of the Comprehensive Official Plan review will include a line-by-line evaluation, to ensure conformity with Provincial Policy, industry and environmental best practises, and emerging development trends.

Planning Director's Recommendation

That City Council approve Official Plan Amendment 167 to amend the Rural Area policies of the Official Plan to Amend PART VI Section 2.3.6 to permit the creation of not more than 1 severance per lot, starting on the day of the passing of this Amendment.

PUBLIC NOTICE – 2009 10 26, Council Chambers, Civic Centre

PT/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

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AMENDMENT NO 167
TO THE
SAULT STE. MARIE OFFICIAL PLAN
(Residential Land Inventory and Rural Area Severance Policies)

PURPOSE:

This Amendment is an amendment to Schedule “C”, and Section 2.3.6 of Part VI of the City of Sault Ste. Marie Official Plan.

LOCATION:

The Rural Area within the City of Sault Ste. Marie

BASIS:

This Amendment is necessary in light of recently approved population projections and a review of current and future residential land inventory.

The Amendment will implement changes to the current moratorium on the creation of new un-serviced lots in the Rural Area. Land division applications shall not result in the creation of more than 1 lot, plus the remnant. The limit shall be applied from the day of the adoption of this Amendment.

The Amendment will also identify the Urban Settlement Boundary, and areas that have been identified for potential future urban residential development.

Council now considers it desirable to amend the Official Plan by adding the Urban Settlement Boundary, and areas that have been identified for potential future urban residential development to Schedule “C”. In addition, the policies set out in Section 2.3.6 of Part VI will be repealed and replaced with a new section.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

Schedule “C” to the Sault Ste. Marie Official Plan is hereby amended by adding the Urban Settlement Boundary, and areas that have been identified for potential future urban residential development to Schedule “C”, as shown on the map attached.

Section 2.3.6 of Part VI will be repealed and replaced with the attached Section 2.3.6

OFFICIAL PLAN AMENDMENT 167 (Part VI – Section 2.3.6 – Rural Area)**2.3.6 Rural Area****Introduction**

Rural land uses include agriculture, forestry, extractive uses such as mining, quarrying and aggregate removal, golf courses, riding academies, kennels, cemeteries, approved landfill sites, limited residential development, churches and schools.

As it is the intent of this Plan to direct the majority of residential growth within the existing Urban Settlement Area, generally not more than 10% of new residential development should occur in the Rural Area.

The Rural Area is all of the area of the municipality outside of the Urban Settlement Area. The Urban Settlement Boundary is identified on Land Use Schedule C.

Policies

- RA.1 Lands within the Urban Settlement Area that are designated Rural Area on Land Use Schedule C may be developed at urban densities, subject to appropriate amendments to the Official Plan and Zoning By-law.
- RA.2 Areas in close proximity to the Urban Settlement Area and shown on Land use Schedule C have been identified for potential future urban development.
- RA.3 Residential development at urban densities may be permitted on lots in existence on the date of adoption of this Plan if the lots abut municipal services i.e., sewer and water.
- RA.4 Areas having unsuitable soils, shallow soils, and the area north of the Shield Line, as shown on Land Use Schedule C, should not be developed for residential purposes.
- RA.5 The creation of new lots for residential purposes within the Aggregate Extraction Area is not permitted. The aggregate extraction area is identified on Natural Resources/Soils Schedule A.
- RA.6 Extractive land uses based on non-renewable resources should be developed using environmentally sensitive “best practices”.
- RA.7 Extractive uses based on renewable resources should be developed using the principles of “sustainability”.

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RA.8 Industrial uses related to aggregate extraction activities may be permitted subject to an environmental impact study which demonstrates that impacts to the environment will be minimal.

RA.9 Wayside pits and quarries, portable asphalt plants and portable concrete plants used on public authority contracts shall be permitted, without the need for an official plan amendment, rezoning, or development permit under the Planning Act in all areas, except those areas of existing development or particular environmental sensitivity which have been determined to be incompatible with extraction and associated activities.

RA.10 Land uses that support tourism should be actively promoted and developed in an environmentally sensitive manner.

RA.11 Unless otherwise noted in this Section, new un-serviced estate residential plans of subdivision are not permitted in the Rural Area. The further development of lots in areas zoned Rural Area shall be limited to the creation of one new lot, plus the remnant or retained parcel. This limit shall be applied from the day of the adoption of Official Plan Amendment 167.

A severance application to the Committee of Adjustment may be considered provided that:

- a. Lands are divided in an efficient manner, and that landlocked parcels are not created.
- b. Future urban residential development potential is not significantly impacted, specifically within those areas identified on Land Use Schedule C for potential future urban development.
- c. The proposed lot shall have frontage upon, and direct access to a public road that is maintained by the Municipality on a year round basis.
- d. The proposed lot and planned development will not have a negative impact upon the drainage patterns of the area.
- e. The severed and retained parcels shall fit into the general character of the surrounding area, in terms of frontage, size and parcel fabric.
- f. The severed and retained parcels must be large enough for the adequate provision of on-site services, including their future replacement, in the event of a failure. Algoma Public Health approval of on-site sewage servicing is required.
- g. Where Municipal water and sewer services exist, smaller lots may be considered, so long as the severed and retained lot frontages and sizes are within the general character of the area.
- h. Sensitive areas such as wetlands, ravines, flood areas, known archaeological sites, and threatened or endangered species are not negatively impacted.

RA.12 New trunk services (sewer & water) will not be extended beyond their current location to service new or existing development, unless such services are intended to solve an existing problem. Where partial services exist, only existing lots will be able to access such services.

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RA.13 Development within the Rural Area shall adhere to the Ontario Ministry of Agriculture, Food and Rural Affairs' Minimum Distance Separation Formulae, as it pertains to non-livestock related development and existing or potential livestock related development.

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Peter Tonazzo

From: Don McConnell
Sent: June 12, 2009 1:41 PM
To: Peter Tonazzo
Subject: FW: Urban Settlement Area OP amendment
Follow Up Flag: Follow up
Flag Status: Red
Attachments: Easement in gross.pdf; Railway Noise Consultants.pdf; SML.pdf

From: NICK.COLEMAN@cn.ca [mailto:NICK.COLEMAN@cn.ca]
Sent: June 12, 2009 10:47 AM
To: Don McConnell
Subject: Urban Settlement Area OP amendment

Don, I visited the City's website and had a look at the Residential Land Inventory Plan, and noted that a possible expansion area includes 59.0 acres northeast of Korah Rd (bounded by Rossmore Rd to the south) in proximity to CN's right-of-way.

A review of previous correspondence suggests the OP likely now has general policies related to building near railway operations, but I wanted to make sure that the more detailed requirements that CN would expect to be imposed when development adjacent a secondary main line is proposed in the future, is available to proponents and the City at an early stage in the planning process.

Attached are the requirements for new residential developments adjacent CN's Soo Subdivision.

Should you like any further information or clarification, please let me know.

Regards,
Nick

Nick Coleman B.Sc.

Manager, Community Planning & Development CN Business Development & Real Estate
905-760-5007 • Fax: 905-760-5010 • NICK.COLEMAN@cn.ca 1 Administration Road, Concord, ON L4K 1B9

6(6)(a)



Sault Ste. Marie - Algoma Region

September 14, 2009

Don McConnell
Planning Director
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW – A-22-09-OP Request
for an amendment to the Official Plan**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking:
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: We have a couple of questions:

1. Should a rural property be severed with the "intent" of becoming a subdivision (eg. someone subdivides their existing property over 20 years creating 5 family lots) what assurances are there that accessibility will be considered in the development?
2. What is the definition of "Rural" and
3. The Ontarians with Disabilities Act, 2001 states that:

The accessibility plan shall include,

- (a) a report on the measures the municipality has taken to identify, remove and prevent barriers to persons with disabilities;

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Sault Ste. Marie - Algoma Region

- (b) the measures in place to ensure that the municipality assesses its proposals for by-laws, policies, programs, practices and services to determine their effect on accessibility for persons with disabilities;
- (c) a list of the by-laws, policies, programs, practices and services that the municipality will review in the coming year in order to identify barriers to persons with disabilities;
- (d) the measures that the municipality intends to take in the coming year to identify, remove and prevent barriers to persons with disabilities; and

Thank you for your attention to these recommendations.

We request a Site Plan We do not want a Site Plan for review

Sincerely,

Catherine Meincke
Chair, Site Plan Sub Committee
on behalf of The Accessibility Advisory Committee



6(b)(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

RECEIVED Sept 9 2009

September 11, 2009

VIA FAX 541-7165

Conservation Authority Comments:

Application #

A-22-09-OP

City of Sault Ste. Marie (Peter Tonazzo)

Schedule C – Rural Area proposed Amendment

Sault Ste. Marie

The subject properties would have to be evaluated individually for their inclusion or exclusion in the 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. Any development of a property within the regulated area requires a permit.

The subject properties would have to be evaluated individually for their inclusion or exclusion in the area under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

Our office is in support of the proposed Official Plan Schedule C Rural Area Amendments.

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

Sincerely,

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

Marlene McKinnon
 GIS Specialist

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**Ministry of
Municipal Affairs
and Housing**

Municipal Services Office
Northeastern
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705-564-0120
Toll Free: 1-800-461-1193
Fax: 705-564-6863
Web : www.mah.gov.on.ca/onramp-ne

**Ministère des
Affaires municipales
et du Logement**

Bureau des services aux municipalités
Région du Nord-est
159 rue Cedar, Local 401
Sudbury ON P3E 6A5
Téléphone: 705-564-0120
Sans frais: 1-800-461-1193
Télécopieur: 705-564-6863
Site Web: www.mah.gov.on.ca/onramp-ne



September 21, 2009

By Mail and Facsimile

Mr. Donald B. McConnell, MCIP, RPP
Planning Director
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

RE: Proposed Amendment No. 167 to the City of Sault Ste. Marie Official Plan
Rural Area Policies and Schedule "C" Urban Settlement Area and Potential Urban Expansion
Area - MMAH File.: 57-OP-0024-167

Dear Mr. McConnell:

Thank you for providing the Ministry of Municipal Affairs and Housing (MAH) with an opportunity to comment on the above-noted proposed Official Plan Amendment 167 (proposed OPA), received on August 28, 2009.

It is understood that this OPA, to be considered at a public meeting on September 28, 2009, reflects the outcome of the planning department's Official Plan Review Part 2, as noted in the Planning Division Report (Planning Report) dated September 28, 2009 included in the August 28th materials received by this office. MAH understands that Official Plan Review Part 1 was comprised of population and household projections presented to Council on 22 September 2008 and referenced in the Planning Report.

The Official Plan for the City of Sault Ste. Marie (the City) was approved by MAH in 1996. The Rural Area policies of the Official Plan do not currently permit severances in the Rural Area and this has led to an average of 10 Official Plan Amendments per year as noted in the Planning Report.

We understand that the proposed OPA would amend the Rural Area policies of the Official Plan to permit the creation of a single new lot for residential purposes from a parcel as of the date of adoption of OPA 167. The proposed OPA would also amend Schedule "C" to define the Urban Settlement Area (USA) and future Potential Urban Expansion Areas.

MAH has provincial interests in the proposed OPA and wishes to make these interests known to you and brought forward to the attention of Council at the September 28, 2009 public meeting. We would also be pleased to work with you or your staff prior to the meeting or anytime afterwards with respect to these comments.

The provincial comments, herein, are based on a review and analysis of the Planning Report, the proposed OPA 167 and attached Draft Schedule "C", in the context of Section 2 and 3 of the Planning Act and the Provincial Policy Statement (PPS 2005).

The Amendment

General Comments:

Section 1.1.1 a) of the PPS indicates that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns which maintain the financial well-being of the province and municipalities over the long term.

Policy 1.1.2 of the PPS 2005 requires that sufficient land be made available firstly, through intensification and redevelopment, and if necessary (underlining added for emphasis), designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses to meet a municipality's projected needs for up to 20 years. Section 1.1.3 of the PPS goes on to indicate that settlement areas shall be the focus of growth and sets out requirements related to intensification and redevelopment, and for phasing policies related to designated growth areas. There are similar and more specific policy requirements related to housing in section 1.4 of the PPS 2005. We are assuming that this aforementioned additional OP Review work and its integration with infrastructure and public service facilities planning will be brought forward in the city's Official Plan Review Part 3.

The accompanying Planning Report outlines projected land needs based on population and housing projections for the planning period; confirms that the amount of land, currently designated and available, exceeds the projected residential lands needs; and therefore, concludes that the Urban Settlement Area expansion is not warranted at this time.

MAH agrees that there is currently no justification to support an expansion of the Urban Settlement Area (USA). It would be, therefore, premature to identify lands for Potential Urban Expansion Areas outside of the USA when there is already in excess of sufficient land designated in the OP and available within the USA to meet the City's projected needs as set out in the Planning Report on OPA 167.

The Introduction to the new section 2.3.6 Rural Area policies states that "the Rural Area is all of the area of the municipality outside of the Urban Settlement Area" and noting that the boundary is identified on Schedule C. However, MAH's coloured copy of the Draft Schedule C to OPA 167 includes several "Rural Area" designations within the Urban Settlement Area boundary. Unless there are separate Rural Area policies applicable to lands within the USA, and based on the information submitted to MAH for review, there appears to be a large area of "undesignated" land in the USA that may inadvertently be 'in a policy void.'

Specific Comments by OPA Policy Section:

RA 4 - The proposed policy changes would permit 'higher density residential uses' as 'accessory' to a 'tourism related use'. The PPS 2005 outlines that in rural areas within a municipality, limited residential development and resource based recreational activities are permitted uses. A golf course, for example, would not be considered a resource-based recreational activity. It would be of assistance if the Planning Report, along with further policy revisions, could clarify what is to be considered a 'higher density residential use' or a 'tourism related use' for the Rural Area. For example, higher density residential uses are more typically directed to settlement areas of municipalities where this type of development can be better accommodated and integrated in the built-up area where full municipal services are available.

Once these terms are more clearly understood and defined it may be more appropriate to require proposals for any "tourism related use" to be considered by a site specific OPA at such time when a development proposal comes forward.

RA 5 – This section states that "The area north of the Shield Line, as shown on Land Use Schedule C", however MAH's coloured copy of Draft Schedule C does not depict the Shield Line. Schedule C should

be updated to include this referenced feature. Additionally, we recommend keeping the original policy language which identifies that "Areas having unsuitable soils, shallow soils" remain within this policy as other Rural Area properties located south of the Shield Line may have these soil types. Maintaining the policy language of the in effect Official Plan, in addition to the reference to the Shield Line, would be consistent with PPS 2005 policies 3.1.1 and 3.1.2.

RA 7 and RA 8 - The Planning Report does not provide justification for the removal of policies RA.7 and RA.8, which relate to extractive uses in the Rural Area. The PPS 2005 requires that mineral aggregate resources shall be protected for the long term and specifically outlines that extraction shall be undertaken in a manner that minimizes social and environmental impacts. Should the City wish to alter these two policies, they could be strengthened by using language from the PPS 2005 or referencing provincial guidelines related to extractive uses, otherwise the policies should remain as written in the Official Plan.

It is noted that in other policy sections of the in effect Official Plan, where an Environmental Impact Study (EIS) is required, the requirements of the study are located within the policy. It is recommended that RA.6 be strengthened to also outline the EIS requirements for proposed industrial uses related to aggregate extraction in the Rural Area.

We also recommend that policy RA.7 be further amended to include wayside pit and wayside quarry policies that are more in keeping with PPS 2005 policy 2.5.5.1 especially in relation to the treatment of the referenced adjacent lands.

RA.9 - This section as currently written may precipitate a demand for the extension of existing municipal services beyond the Urban Settlement Area and into the Rural area to service estate residential plans of subdivision.

MAH also understands that there are some parts of the Rural Area with existing development on partial services. The Rural Area policies of 2.3.6 should be strengthened to be consistent with the policy direction for partial services in PPS 2005 policy section 1.6.4.5. For example, infilling and rounding out of existing development on partial services is only to be permitted within settlement areas.

Section 1.6.4.1 e) of the PPS indicates that lot creation will only take place if there is confirmation of sufficient reserve sewage system capacity within municipal sewage systems, and that this determination shall include treatment capacity for hauled sewage from private communal sewage services and individual on-site sewage services. From discussions with city planning staff, MAH understands that the city may be examining municipal servicing capacity (sewer, water, solid waste etc.) in a more comprehensive manner in Official Plan Review Part 3. However, at this time there would appear to be a need to accordingly revise the policies for the Rural Area to be consistent with the PPS 2005 planning requirements related to sewer and water servicing.

In addition to the previous comments on partial servicing, it is assumed that sub-requirement g) would apply only to the Rural Areas within the Urban Settlement Area. This section should also include a requirement for confirmation of municipal servicing capacity (sewage and water systems) prior to new lot creation in these areas.

Schedule C

The Schedule should be updated to show the Shield Line as previously noted.

As outlined above, the areas identified on the Schedule as areas for Potential Urban Expansion should be removed as it is premature at this time.

As noted previously, clarification is needed in order to understand the "Rural Area" designations that are inside the Urban Settlement Area on Schedule C, for which there appears to be no corresponding Rural Area policies.

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In conclusion, prior to Council consideration for adoption, we respectfully request that OPA 167 be further revised to address the aforementioned provincial interests and concerns, in order that the OPA may be brought into consistency with the Provincial Policy Statement 2005 and to have regard to section 2 of the Planning Act, subsections c), e), f), h), j), k), l), o) and p) in particular.

Should Council adopt proposed Official Plan Amendment 167 MAH requests Notice of Adoption as outlined in Ontario Regulation 543/06 subsection 5 and a copy of the adopted Official Plan Amendment.

Thank you again for the opportunity to comment on the proposed Official Plan Amendment. We are available to discuss any aspects of these comments with you or your staff by contacting Charlsey White, Planner at (705) 564-6855 or charlsey.white@ontario.ca or the undersigned at (705) 564-6870.

Sincerely,



Heather Robertson, MCIP, RPP
Manager, Community Planning and Development
Northeastern Municipal Service Office

(6)(a)



OFFICIAL PLAN AMENDMENT 167 – RURAL AREA POLICIES

Response to Ministry of Municipal Affairs Comments of September 21, 2009

(Responses to original MMAH comments are in *italics*)

The Amendment

General Comments:

Section 1.1.1 a) of the PPS indicates that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns which maintain the financial well-being of the province and municipalities over the long term.

Policy 1.1.2 of the PPS 2005 requires that sufficient land be made available firstly, through intensification and redevelopment, and if necessary (underlining added for emphasis), designated growth areas, to accommodate an appropriate range and mix of employment opportunities, housing and other land uses to meet a municipality's projected needs for up to 20 years. Section 1.1.3 of the PPS goes on to indicate that settlement areas shall be the focus of growth and sets out requirements related to intensification and redevelopment, and for phasing policies related to designated growth areas. There are similar and more specific policy requirements related to housing in section 1.4 of the PPS 2005. We are assuming that this aforementioned additional OP Review work and its integration with infrastructure and public service facilities planning will be brought forward in the city's Official Plan Review Part 3.

Part 3 of the Official Plan Review will include an examination of policies pertaining to designated growth areas, intensification, and redevelopment. Part 3 will also include a review of the OP's housing policies, to ensure conformity with PPS 2005.

The accompanying Planning Report outlines projected land needs based on population and housing projections for the planning period; confirms that the amount of land, currently designated and available, exceeds the projected residential lands needs; and therefore, concludes that the Urban Settlement Area expansion is not warranted at this time.

MAH agrees that there is currently no justification to support an expansion of the Urban Settlement Area (USA). It would be, therefore, premature to identify lands for Potential Urban Expansion Areas outside of the USA when there is already in excess of sufficient land designated in the OP and available within the USA to meet the City's projected needs as set out in the Planning Report on OPA 167.

Although an expansion to the current Urban Settlement Area (USA) is not required, potential areas for future expansions were identified based upon serviceability, constraints, and the logical growth directions of the community. Landowners within these areas were notified and invited to attend an open house on June 10, 2009. While Planning Staff feels that the future urban growth areas of the community should be readily identified for the public, the Ministry notes that such growth areas are beyond the 20 year timeframe of the current OP.

Given that current landowners within these future growth areas have been notified, these areas will not be identified on Schedule C, and staff will maintain a separate record.

The Introduction to the new section 2.3.6 Rural Area policies states that "the Rural Area is all of the area of the municipality outside of the Urban Settlement Area" and noting that the boundary is identified on Schedule C. However, MAH's coloured copy of the Draft Schedule C to OPA 167 includes several "Rural Area" designations within the Urban Settlement Area boundary. Unless there are separate Rural Area policies applicable to lands within the USA, and based on the information submitted to MAH for review, there appears to be a large area of "undesignated" land in the USA that may inadvertently be 'in a policy void.

Part of this Official Plan Review will include an evaluation to ensure that Schedule C is up to date. There were a number of land use designation changes by Official Plan Amendment 110 that were not included in the Schedule that was sent to MMAH. As well, the light green delineation of the Parks and Recreation designation was lost during photocopying, which resulted in several blocks appearing to be Rural Area, when they are actually Parks and Recreation.

Upon further review, there are several properties designated Rural Area within the Urban Settlement Area. More specifically;

1. *West side of Black Road south of Second Line*
2. *South side of Second Line East Across from the Humaine Society (977, 1025 & 1035 Second Line East)*
3. *South side of Third Line East, East of Old Goulais Bay Road, West of Sackville Road (extended) and north of Fort Creek Area*
4. *East side of Falldein Road, fronting upon River Road and Queen St. East (440 River Road)*
5. *North side of Third Line East, East of Old Goulais Bay Road, West of the Creek*
6. *West side of Old Goulais Bay Rd north Green Field Subdivision (107, 111 & 115 Old Goulais Bay Rd.)*

It is premature at this point to pre-designate the above noted areas, given surrounding land uses, and/or development constraints, although it is recognized that a policy gap exists. Consequently, a new Rural Area Policy will be added to note that lands within the Urban Settlement Area that are designated Rural Area shall be developed at urban densities, subject to appropriate Amendments to the Official Plan, and the Zoning By-law.

Specific Comments by OPA Policy Section:

RA. 4 - The proposed policy changes would permit 'higher density residential uses' as 'accessory' to a 'tourism related use'. The PPS 2005 outlines that in rural areas within a municipality, limited residential development and resource based recreational activities are permitted uses. A golf course, for example, would not be considered a resource-based recreational activity. It would be of assistance if the Planning Report, along with further policy revisions, could clarify what is to be considered a 'higher density residential use' or a 'tourism related use' for the Rural Area. For example, higher density residential uses are more typically directed to settlement areas of municipalities where this type of development can be better accommodated and integrated in the built-up area where full municipal services are available.

Once these terms are more clearly understood and defined it may be more appropriate to require proposals for any "tourism related use" to be considered by a site specific OPA at such time when a development proposal comes forward.

The revised Official Plan Amendment will remove any references to 'higher density residential uses' and 'accessory to a tourism related use'. Future proposals will be considered via a site specific OPA.

It is worth noting that other policies within the Official Plan will continue to indicate the Municipality's support in developing tourism related opportunities throughout the community, including the Rural Area.

RA 5 – This section states that “The area north of the Shield Line, as shown on Land Use Schedule C”, however MAH’s coloured copy of Draft Schedule C does not depict the Shield Line. Schedule C should be updated to include this referenced feature. Additionally, we recommend keeping the original policy language which identifies that “Areas having unsuitable soils, shallow soils” remain within this policy as other Rural Area properties located south of the Shield Line may have these soil types. Maintaining the policy language of the in effect Official Plan, in addition to the reference to the Shield Line, would be consistent with PPS 2005 policies 3.1.1 and 3.1.2.

The Shield Line will be identified on Schedule C, and policy will be added to RA.9 noting that areas having unsuitable or shallow soils should not be developed for residential purposes.

RA 7 and RA 8 - The Planning Report does not provide justification for the removal of policies RA.7 and RA.8, which relate to extractive uses in the Rural Area. The PPS 2005 requires that mineral aggregate resources shall be protected for the long term and specifically outlines that extraction shall be undertaken in a manner that minimizes social and environmental impacts. Should the City wish to alter these two policies, they could be strengthened by using language from the PPS 2005 or referencing provincial guidelines related to extractive uses, otherwise the policies should remain as written in the Official Plan.

Policies RA.7 & RA.8 were removed with the intent of ensuring the long term sustainability of resource extraction in a separate section, although it is recognized that this may create a policy gap between OPA 167, and the completion of Part 3 of the Official Plan Review. Consequently, Policies RA7 and RA8 will remain.

It is noted that in other policy sections of the in effect Official Plan, where an Environmental Impact Study (EIS) is required, the requirements of the study are located within the policy. It is recommended that RA.6 be strengthened to also outline the EIS requirements for proposed industrial uses related to aggregate extraction in the Rural Area.

Proposed policy RA.9 permits industrial uses related to an extractive operation, subject to an Environmental Impact Study which demonstrates that impacts to the environment will be minimal. A more specific outline of Environmental Impact Study requirements will be completed during Part 3 of the Official Plan Review.

We also recommend that policy RA.7 be further amended to include wayside pit and wayside quarry policies that are more in keeping with PPS 2005 policy 2.5.5.1 especially in relation to the treatment of the referenced adjacent lands.

Specific policy as per Provincial Policy 2.5.5.1 will be incorporated to permit wayside pits and quarries in association with a public project.

RA.9 - This section as currently written may precipitate a demand for the extension of existing municipal services beyond the Urban Settlement Area and into the Rural area to service estate residential plans of subdivision.

MAH also understands that there are some parts of the Rural Area with existing development on partial services. The Rural Area policies of 2.3.6 should be strengthened to be consistent with the policy direction for partial services in PPS 2005 policy section 1.6.4.5. For example, infilling and rounding out of existing development on partial services is only to be permitted within settlement areas.

A new policy will be developed to indicate that new trunk services will not be extended beyond their current location to service new or existing development, however where partial services exist, infill development will be able to access such services. Trunk services may only be extended beyond the Urban Settlement Area to resolve existing problems.

Section 1.6.4.1 e) of the PPS indicates that lot creation will only take place if there is confirmation of sufficient reserve sewage system capacity within municipal sewage systems, and that this determination shall include treatment capacity for hauled sewage from private communal sewage services and

individual on-site sewage services. From discussions with city planning staff, MAH understands that the city may be examining municipal servicing capacity (sewer, water, solid waste etc.) in a more comprehensive manner in Official Plan Review Part 3. However, at this time there would appear to be a need to accordingly revise the policies for the Rural Area to be consistent with the PPS 2005 planning requirements related to sewer and water servicing.

Engineering and PUC are currently calculating the Reserve Sewage and Water Capacity. Reserve capacity will calculated by including existing developments, and previously approved developments that have not yet been built upon. Once this work is complete, the Municipality will have a better understanding of the existing infrastructures' capacity to service new developments. Accordingly, as part of existing commenting procedures, Engineering and PUC will review new development proposals to ensure that there is enough sewer and water capacity to service the proposed development. If the calculations reveal that we are nearing capacity, appropriate OP policies will be drafted at that time.

It is important to note that this Official Plan Amendment encompasses the Rural Area only. Individual drinking wells will not impact current drinking water reserve capacity, which is based upon the existing infrastructure's ability to treat water, rather than the volume of water that can be drawn from the aquifer. The only impact upon public infrastructure is the need to have capacity to accept hauled sewage. Based upon existing capacity, and a projected demand for an average of 10 new rural area lots per year, there are no hauled sewage capacity issues in Sault Ste. Marie.

In addition to the previous comments on partial servicing, it is assumed that sub-requirement g) would apply only to the Rural Areas within the Urban Settlement Area. This section should also include a requirement for confirmation of municipal servicing capacity (sewage and water systems) prior to new lot creation in these areas.

Sub-requirement g) actually refers to Old Goulais Bay Road, between Fourth and Fifth Lines. Although located within the Rural Area and beyond the current Urban Settlement Area, both municipal water and sewer services exist. This has resulted in the creation of slightly smaller lots, as space to support on-site sewer and water systems is not required. Where full services exist, it is the general intent to support the creation of smaller lots, so long as they are within the general character of the surrounding area.

Schedule C

The Schedule should be updated to show the Shield Line as previously noted.
OK

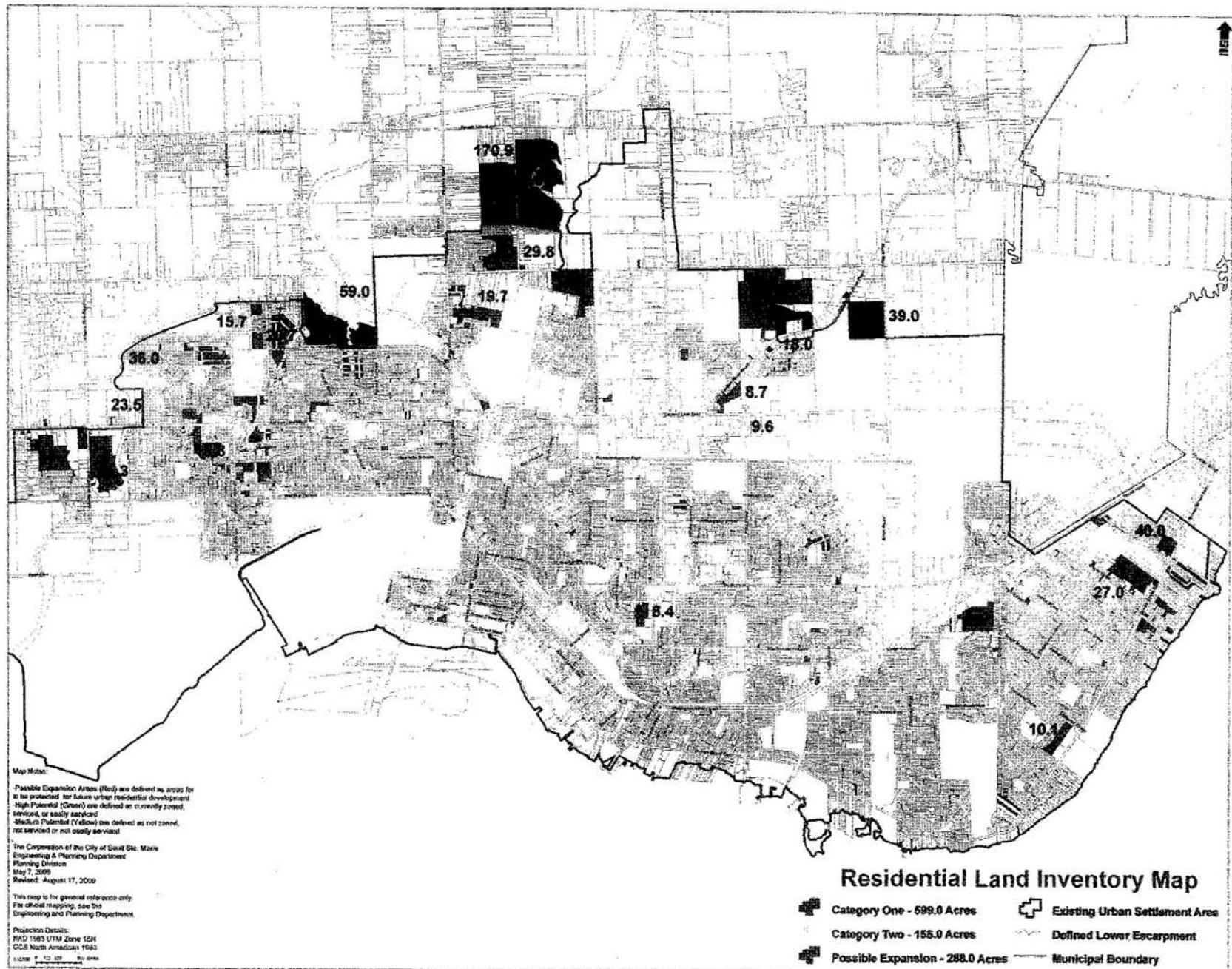
As outlined above, the areas identified on the Schedule as areas for Potential Urban Expansion should be removed as it is premature at this time.
OK

As noted previously, clarification is needed in order to understand the "Rural Area" designations that are inside the Urban Settlement Area on Schedule C, for which there appears to be no corresponding Rural Area policies.

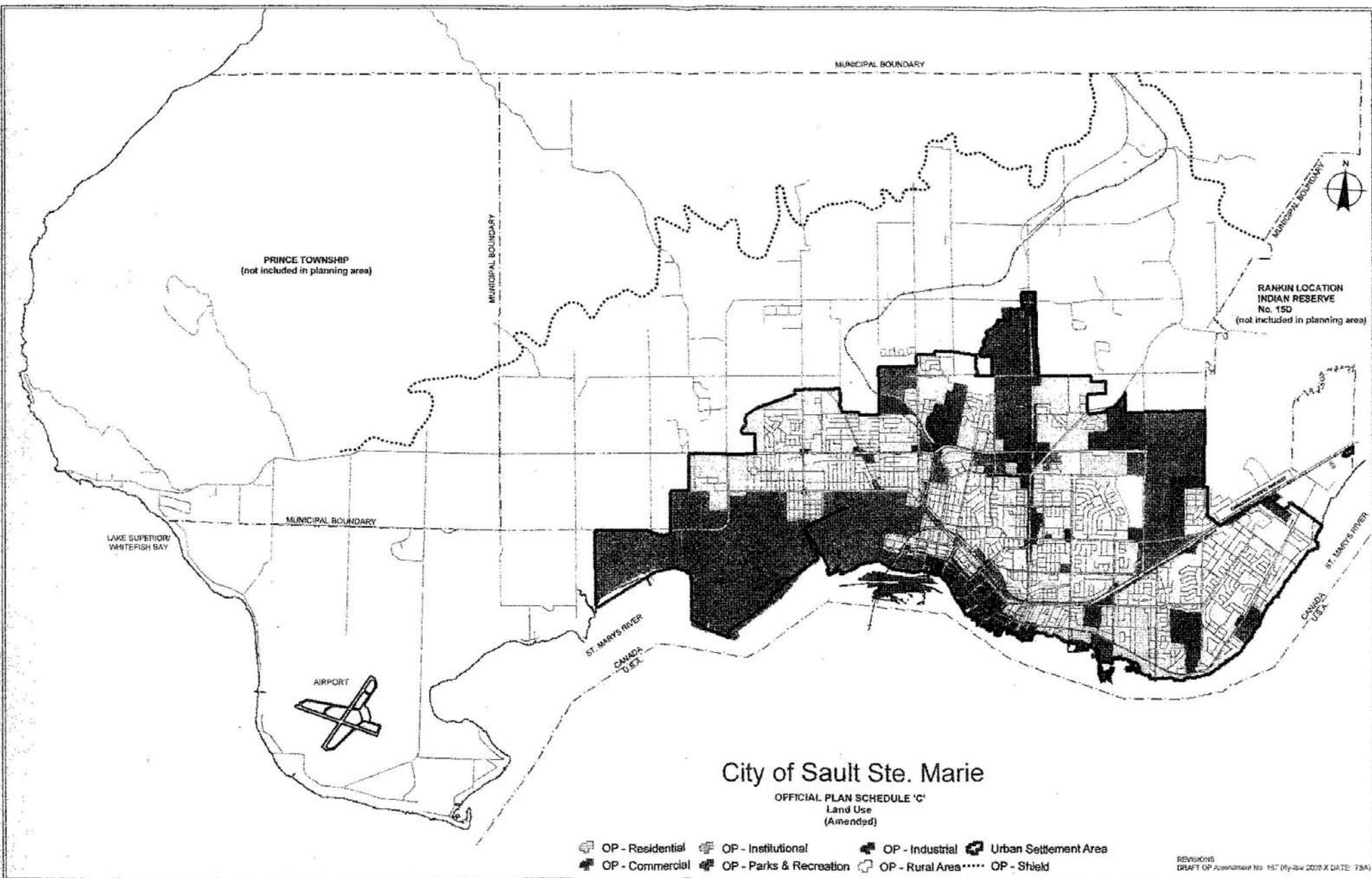
OK – See comments on Pg's 2 & 3.

In conclusion, prior to Council consideration for adoption, we respectfully request that OPA 167 be further revised to address the aforementioned provincial interests and concerns, in order that the OPA may be brought into consistency with the Provincial Policy Statement 2005 and to have regard to section 2 of the Planning Act, subsections c), e), f), h), j), k), l), o) and p) in particular.
OK

Should Council adopt proposed Official Plan Amendment 167 MAH requests Notice of Adoption as outlined in Ontario Regulation 543/06 subsection 5 and a copy of the adopted Official Plan Amendment.
OK



6(6)(a)



6(6)(a)

rec'd Oct 16-09

6(8)(a)

Report for City Hall

The Arts Council of Sault Ste. Marie & District would like to thank City Councillors for the opportunity to partner with them for the American Wind Symphony Orchestra event.

There were over 2,000 participants at the outdoor free concert. Visitors stated they would not have been able to see anything better in Toronto. The community was able to experience a variety of musical styles from around the world right in their hometown. They also had the opportunity to meet and learn about the travelling musicians who came from all parts of the globe. For the young aspiring musicians in Sault Ste. Marie, it was a chance to work with these professional musicians and learn about their musical paths and choices as well as giving them an idea as to the different career and schooling opportunities. It also benefited tourism in Sault Ste. Marie as we had a large turnout of Americans as well as theatre technicians who were able to learn about the technical set up of the ship. The tourism that was created from this project contributed to community economic development as we had a large turnout of Americans and those from outside of Sault Ste. Marie.

The Community and tourists both benefited from this once in a lifetime cultural event. The outdoor area at Roberta Bondar Park had been set up to hold 750 chairs but we quickly had to add the remaining 250 chairs for the crowd. We had asked participants to bring their own chairs which many did. People were standing, looking through trees, and just sitting under the tent and listening to the music. Cars were stopped along Foster Drive so that the occupants could listen to the performance.

Because of the timing of this event with students back home for the summer we were not able to get the billets we needed. This gave us an opportunity to develop partnerships with the local hotels who were wonderful in supplying free accommodations for the artists. A partnership was also formed with the Community of Christ church and we were able to use their facilities to provide meals for the musicians.

For an event like this to happen it takes a lot of planning. Besides fees for the performers there are many other costs involved. The Arts Council raised \$21,187.18 cash and in kind donations of \$9,913.09 for a total of 31,100.27 towards this project.

Several grants were applied for and because of deadlines we did not receive one from Canadian Heritage. However, the Community Development Corporation was able to provide us with funding to get started with advertising this project. Canada Summer Works program provided a student to work on the project full time for 10 weeks. We are grateful for our funders. Packages sent out to prospective Community supporters were not successful. We had hoped to raise funds to cover the cost of the Musicians. The original cost was to be \$30,000. The City was very generous and provided half the fee. We were not successful in receiving some of the grants applied for due to deadlines which was our responsibility but managed to receive individual donations from the Community. The Orchestra received \$15,000 from the City, \$3250.00 from the Arts Council and almost \$5000 from the community when the drums were passed out. This totalled \$23,250. Robert Boudreau also received American money in the drums and sold merchandise (t shirts and CD's) which increased the amount of money he received from the Community.

Without the Ontario Cultural Attraction Fund support we would not have been able to advertise this special event. With TV coverage and radio coverage, media and facebook, we

6(8)(a)

were able to let people in the District, in Michigan, and throughout Ontario be aware of this event and plan to stop here to experience the beautiful music. There was a lot of advertising done for this event to promote the performances that would be happening around town as well as needed billets. All newspapers were informed on a regular basis through media releases not only in print but electronically as well. All of the district newspapers were approached such as The Standard and The Market which covers Elliot Lake, Blind River, Algoma Mills, Serpent River, Massey, Walford, Iron Bridge, Cutler, Spanish and Espanola. Churches in town were notified and asked to put up posters and put a notice in their bulletins. The Chamber of Commerce was approached and they sent out a newsletter as well as including it in their Look Who's Talking.

Shaw Cable and CTV did a wonderful job with television advertising. Many people commented on the ads and the frequency of their appearance on television. Laura did a Live at Noon interview with CTV on July 21st down by the waterfront as well. The City of Sault Ste. Marie covered the radio ads on EZ Rock radio. Sault Michigan was contacted and the MC of Music on the Park in Sault Michigan make announcements regarding the event.

Flyers, brochures and posters were handed out and put up at all events and around town as well as in Sault Michigan. Businesses with marquees were contacted and we were able to have them display the event. Also, pictographics promoted the event on the video sign in the Station Mall. Two signs were made by Jim Aquino, one regarding the event the other noting all of our sponsors, which were set up at weekly concerts, festivals and the actual event. Two magnetic signs were made also to put on Susan Myers car in the Community Day Parade.

The Arts Council wishes to thank the committee consisting of Mary Rossiter, Roger Kinghorn, Russ Mason, Nora Ann Harrison, Emily Colombo, Laura Widgett, Gail Nelson, Lori Ballstadt, Susan Myers, Rob Majury and Sandra Houston who worked diligently towards having a successful concert as well as the many other volunteers who helped make the American Wind Symphony Orchestra concert a reality.

6(8)(a)

American Wind Symphony Orchestra

Income & Expenses

INCOME

Community Development Corporation	\$3000.00
Ontario Cultural Attractions Fund	10000.00
City of Sault Ste. Marie	15000.00
Canada Summer Jobs	3175.00
Donations – Individuals /Corporations	4139.18
Ticket Sales (Gala)	750.00
Water	33.00
A& P, Pino's, Food Basic	90.00
Graphix Two	63.00 (in Kind)
Great Northern Hotel & Conference Centre	3593.40 (in Kind)
Quality Inn Bay Front	1383.04 (in Kind)
Algoma Water Tower Inn	1559.31 (in Kind)
City Centre Travelodge	<u>3314.34</u> (in Kind)
	\$46,100.27

EXPENSES

American Wind Symphony Orchestra	\$18,250.00**
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Advertising

Articulations	160.00
Sponsorship Packages design	735.00
Sponsorship Packages printing	219.00
Canada Post (request letters)	248.60
Stones's Office Sup. (folders/labels etc.)	134.70
Adv. Michigan – expenses	79.75
Signs Now	85.32
Cliffe Printing	90.40
Algoma Office Equipment	637.98
CTV	3168.90
The Sault Star	470.86
Sault This Week	637.30
City Centre Travelodge	100.00
Postage – thank you cards etc.	102.80
Algoma Office Equipment	905.96
The Standard	840.00
North Shore Sentinel	31.50
Coffee Perks	73.50
The Sault Star	466.20
Brochure/Flyer design/Printing (500)	1750.00*
Signs Now	52.00
Kwik Kopy	100.01
Poster designs	<u>123.00</u>
	\$11,212.78

6(8)(a)

Meals

Community of Christ (use of building)	100.00
Jim Dukes	52.75
Lucy Boston	32.04
Russ Mason	13.18
Roger Kinghorn	23.94

+Mary Rossiter	611.65
Elspeth Belair	13.94
Sean Meades	<u>48.36</u>
	\$933.64

Accommodations	
Motels	9850.09
Staff	<u>3175.00</u>
Total Expenses	<u>\$43,421.51</u>

Total Profit	\$ 2,778.76
Refund to Ontario Cultural Fund	<u>\$ 3,000.00</u>
LOSS	\$ 221.24

*Originals given to Sault International Arts Festival Committee to make copies and distribute in Michigan.

** Drums handed out during concert generated \$5000 in Canadian funds for the orchestra. American funds that were donated were not counted. This Money counted and disturbed to drivers while we were counting the Canadian cash. Original fee requested was \$30,000.00. The orchestra members agreed to perform for the City's portion of the fees \$15,000 plus what we had raised in donations, ticket sales etc. as well as what was raised in passing the drum. We understand that this was done in many of the other locations they visited this year. The economy being in a recession. This was a wonderful opportunity for our community and visitors to enjoy a beautiful evening of music.

To be noted the boat filled up with fuel while in the Sault generating almost \$10,000.00 for the City. Visitors to the City commented that they couldn't have seen anything better in Toronto.

What an enjoyable evening for over 2000 people in attendance.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-173

AGREEMENT: (C.3.1.1.) A by-law to authorize an agreement between Northern Ontario Heritage Fund Corporation (NOHFC) and the City of Sault Ste. Marie for the purpose of funding for upgrades to the Huron Central Line between Sudbury and Sault Ste. Marie.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement dated October 26, 2009, in the form of Schedule "A" between Northern Ontario Heritage Fund Corporation (NOHFC) and the City of Sault Ste. Marie for the purpose of funding for upgrades to the Huron Central Line between Sudbury and Sault Ste. Marie.

SCHEDULE "A"

2. 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 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK X DONNA YANNICK XX

Deputy City Clerk - Malcolm White

Bylaws\2009\2009-173\HuronCentralRailway-Agrt-on

NOTICE

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

CITY SOLICITOR

10(a)

THE AGREEMENT made in duplicate

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

("NOHFC")

- and -

THE CITY OF SAULT STE. MARIE

a municipal corporation under the laws of Ontario

(the "Recipient")

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) "include", "includes" and "including" shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 Definitions. In the Agreement the following terms shall have the following meanings:

"Agreement" means this agreement entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

"Conflict of Interest" has the meaning ascribed to it in section 7.2.

"Effective Date" is the date the Agreement is signed by NOHFC.

"Eligible Project Costs" means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient or reimbursed to a third party that is carrying out Project work, between August 11, 2009, and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule "B".

"Event of Default" has the meaning ascribed to it in section 14.1.

"Excess Funds Amount" means the excess, if any, of X – Y where

"X" is the amount of Funds provided to the Recipient under the Agreement; and

"Y" is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money NOHFC provides to the Recipient pursuant to the Agreement.

"GST" means goods and services tax pursuant to the *Excise Tax Act* (Canada).

"Indemnified Parties" means her Majesty the Queen in right of Ontario and her Ministers, agents, appointees and employees and NOHFC and its directors, officers, agents, advisors and employees.

"Ineligible Project Costs" means all Project costs that are not Eligible Project Costs.

"Maximum Funds" means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) one million five hundred thousand dollars (\$1,500,000).

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Program: Infrastructure and Community Development

Project Number: 950506

Recipient Name: City of Sault Ste. Marie

"NOHFC Claim Schedule" means the NOHFC claim schedule set out in Schedule "C".

"Notice" means any communication given or required to be given under the Agreement.

"Party" means either NOHFC or the Recipient and "Parties" means NOHFC and the Recipient.

"Project" means the undertaking described in Schedule "A" and in the Project Plan in Schedule "C".

"Project Budget" means the budget for the Project set out in Schedule "B".

"Project Costs Chart" means the chart of Project costs set out in Schedule "B".

"Project Funding Chart" means the chart of Project funding set out in Schedule "B".

"Project Percentage" means 50%.

"Project Plan" means the chart setting out milestones/activities and timelines for the Project in Schedule "C".

"Quarter" or "Quarters" means one or more of the following four periods of time in NOHFC's fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

"Reports" means the financial and progress reports described in Schedule "E" and any other reports requested by NOHFC.

"Wind Down Costs" means the Recipient's reasonable costs to wind down the Project.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement;
 - (b) it has taken all necessary actions to authorize the execution of the Agreement; and
 - (c) the signing authorities set out in Schedule "G" have been delegated to submit to NOHFC and sign on behalf of the Recipient the forms contained in Schedule "D", Schedule "E" and Schedule "F".
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
 - (b) establish decision-making mechanisms;
 - (c) provide for the prudent and effective management of the Funds;
 - (d) establish procedures to enable the successful completion of the Project;
 - (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
 - (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

- 2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the expiry date set out in Schedule "C" unless terminated earlier pursuant to Article 13 or Article 14.
- 3.2 **Use of Funds.** The Recipient shall:
- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws related to any aspect of the Project and industry standards;

- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.

ARTICLE 4 CHANGES

4.1 No changes. The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient, and
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 Notification. The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget, and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

ARTICLE 5 FUNDS, PAYMENT AND CARRYING OUT THE PROJECT

5.1 Obligation to fund.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 Payment of Funds.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
 - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule; and
 - (ii) issue a cheque in the Recipient's name or deposit the Funds into an account designated by the Recipient provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
- (i) a completed request for Funds in the form attached as Schedule "D"; and
 - (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted request for Funds and evidence of payment of the Eligible Project Costs claimed (cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion).

5.3. Limitations on funding.

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
 - (i) vary the amount of Eligible Project Costs that it reimburses; and
 - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the product of the Project Percentage multiplied by the amount of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
 - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000.00;
 - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
 - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000.00,the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.
- (d) NOHFC shall hold back 10% of \$1,500,000, to be released only after all of the following have occurred:
 - (i) completion of the Project in accordance with the Agreement;

Page 6 of 33

- (ii) receipt by NOHFC of all Reports required under the Agreement; and
 - (iii) receipt by NOHFC of the final request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other public sector sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from public sector sources other than those set out in the Project Funding Chart or in amounts from the public sector sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from public sector sources that are not listed in the Project Funding Chart or in amounts from the public sector sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of public sector funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient shall not use the Funds for any GST costs for which it has received or will receive a rebate, tax credits, input tax credits or refunds.
- 5.4. **Conditions of funding.** NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:
- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12.0;
 - (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed, including without limitation the \$1,500,000 federal government grant;
 - (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
 - (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;
 - (e) NOHFC shall have received and been satisfied with a copy of a memorandum of understanding signed by the entities with particular interests in the Huron Central Railway, including at a minimum the Recipient, Essar Steel Algoma Inc. and Domtar,

which memorandum describes how the signatories will proceed to develop and implement a long term commercially viable solution for the operation of a short line railway between Sault Ste. Marie and Sudbury, and

- (f) NOHFC shall have received copies of all permits, certificates and inspection reports required by the Province of Ontario and the Government of Canada in respect of the rail line upgrades.
- 5.5 Retention of employees.** The Recipient shall ensure that during the term of this Agreement the 45 employees of Huron Central Railway who were scheduled for lay-off prior to the execution of this Agreement retain their jobs with the Railway. The Recipient shall enter into such agreements with third parties as may be required to enable it to perform its obligation in this section 5.5 and, on request, shall provide NOHFC with copies of such agreements.

ARTICLE 6 ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF LAND, BUILDINGS AND FACILITIES

- 6.1 Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 Disposal of assets.** The Recipient shall not, for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, Recipient shall or cause Canadian Pacific Railway to own or lease all buildings, facilities, rail track and related equipment purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities or track, which period of time shall, for further clarification, at a minimum last for ten years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement. In the event of default under this section 6.3, Recipient shall at NOHFC's request repay to NOHFC the full amount of the Funds.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:

- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
- (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 **Disclosure to NOHFC.** The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and submission.** The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC, and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

8.2 **Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 **Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and

the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:

- (a) Funds received to date;
- (b) Eligible Project Costs incurred by the Recipient to date;
- (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
- (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.

- 9.3 **Signage.** At the request of NOHFC, the Recipient shall install and maintain in good condition NOHFC signs or plaques acknowledging NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project, in accordance with NOHFC instructions.

ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement and any use made or proposed to be made with the Funds or any breach by the Recipient of any representation, warranty or covenant in this Agreement.

ARTICLE 12 INSURANCE

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the 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 and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The policy shall include the following:
 - (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage;
 - (iv) tenants legal liability coverage (if applicable and with applicable sub-limits);
 - (v) non-owned automobile coverage with blanket contractual coverage for hired automobiles;
 - (vi) employer's liability coverage (or compliance with the paragraph below entitled "Proof of WSIA coverage" is required); and

- (vii) a 30-day written notice of cancellation, termination or material change.
- 12.2 **Proof of insurance.** Before NOHFC may disburse any part of the Funds, the Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Proof of WSIA coverage.** If the Recipient is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to NOHFC prior to the execution of the Agreement. In addition, the Recipient shall, from time to time at the request of NOHFC, provide additional WSIA clearance certificates. The Recipient covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the period that the Agreement is in effect, under the WSIA.
- 12.4 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.
- 12.5 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
 - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
 - (c) may determine the Recipient's reasonable Wind Down Costs, and either:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
 - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION

- 14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":

- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
- (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
 - (i) carry out the Project;
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or
 - (iv) provide Reports;
- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) 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;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 Corrective action. If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control

- of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
 - (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
 - (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
 - (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.
- 14.3 Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:
- (a) of the particulars of the Event of Default; and
 - (b) of the period of time within which the Recipient is required to remedy the Event of Default.
- 14.4 Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:
- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
 - (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,
- NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).
- 14.5 Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

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**ARTICLE 15
PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT**

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

**ARTICLE 16
COMPLIANCE WITH AGREEMENT**

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.

**ARTICLE 17
REPAYMENT AND SET OFF**

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

10(a)

ARTICLE 18 NOTICE

18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

To NOHFC:

Northern Ontario Heritage Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie, Ontario P6A 6V8

To the Recipient:

The City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: Executive Director

Attention: Joseph M. Fratesi

Fax: 705-945-6701

Fax: 705-759-5347

18.2 **Notice.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;
- (b) in the case of personal delivery, on the date such Notice is delivered to the other Party; or
- (c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.

18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19 SEVERABILITY OF PROVISIONS

19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

10(a)

**ARTICLE 21
INDEPENDENT PARTIES**

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 23
GOVERNING LAW**

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 24
FURTHER ASSURANCES**

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**ARTICLE 25
SURVIVAL**

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; Sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A" and Schedule "B" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26
SCHEDULES**

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;

10(a)

- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports;
- (f) Schedule F – Change Request Form; and
- (g) Schedule G – Delegation of Authority Form.

ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

- 27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 27.2 **Modification of Agreement.** Subject to the exception set out below, the Agreement may only be amended by a written agreement in the Change Request Form contained in Schedule "F" and signed by the individuals who executed the Agreement on behalf of the Parties or their delegated authorities. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly. Amendments to the NOHFC Claim Schedule in Schedule "C" by an amount of less than \$100,000.00 may be made with the prior written approval of the project officer assigned to the Project.

ARTICLE 28 SIGNATURE

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 28.2 **Execution by Facsimile.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

[continued on following page]

**ARTICLE 29
TIME IS OF THE ESSENCE**

10(a)

- 29.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

The Parties have executed the Agreement on the dates set out below.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Aime J. Dimatteo
Executive Director

Date

THE CITY OF SAULT STE. MARIE

Name: JOHN ROWSWELL
Position: MAYOR

October 26/09
Date

Name: XXXXXXXX
Position: XXXXXXXXXX

October 26/09
Date

Deputy City Clerk - Malcolm White

I/We have authority to bind the Recipient.

PROJECT DESCRIPTION**1. Project summary**

The Project will include the following activities:

- With respect to the Huron Central Railway line between Sault Ste. Marie and Sudbury:
 - Rail upgrades.
 - Tie upgrades.
 - Ballast upgrades.
 - Bridge upgrades.

These upgrades may be carried out by third parties, provided that the Recipient monitors their progress to ensure compliance with this Agreement. The Recipient shall also require those third parties to provide evidence satisfactory to the Recipient and to NOHFC that the Funds have been applied to Eligible Project Costs in accordance with this Agreement.

- During the year ending August 14, 2010, the Recipient and other members of the group of stakeholders who will be most affected by a potential closure of the Huron Central Railway line (collectively, the "Stakeholder Group") will use their reasonable best efforts to develop and implement a solution designed to keep the line operating on a long term sustainable basis. The Recipient, Essar Steel Algoma Inc. and Domtar will enter into an agreement whereby Essar Steel Algoma Inc. and Domtar agree to ensure that the freight volume on the line will result in revenues of not less than \$12,900,000, including \$5.3 million associated with the Project work.

2. Project purpose

The purpose of the Project is to retain jobs associated with the operation of the Huron Central Railway, to upgrade the line and to develop and implement a plan that will allow the Railway to continue operating in the long term, thereby providing economic and infrastructure support to the area around the line.

3. Project location

Between Sault Ste. Marie and Sudbury, Ontario.

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SCHEDULE "B"

PROJECT BUDGET

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Replace rails	\$1,500,000		\$1,500,000
Ballast (Ontario Trap Rock)	\$300,000		\$300,000
Rail ties (approximately 13,500)	\$1,200,000		\$1,200,000
Operating costs (wages, fuel, maintenance etc.)		\$5,300,000	\$5,300,000
Administration and carrying costs associated with immediate and long term solution		\$250,000	\$250,000
TOTAL	\$3,000,000	\$5,550,000	\$8,550,000

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total funding</i>
NOHFC	Conditional Contribution	Replace rails, ballast, rail ties	\$1,500,000		\$1,500,000
Federal Government	Grant	Replace rails, ballast, rail ties	\$1,500,000		\$1,500,000
Affected industries and communities (Domtar and Essar Steel Algoma)	Cash	Operating costs		\$5,300,000	\$5,300,000
Recipient	Cash	Administration and carrying costs associated with immediate and long term solution		\$250,000	\$250,000
NOHFC % of total Eligible Project Costs		TOTAL:	\$3,000,000	\$5,550,000	\$8,550,000
			50%		

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SCHEDULE "C"

PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

1. Project Plan

Project milestones	Timing	
	Start (month/year)	End (month/year)

2. NOHFC Claim Schedule

	Funding Year 1 (ending Mar 31/xx)				Funding Year 2 (ending Mar 31/xx)				Total
	Apr 1-Jun 30	Jul 1-Sep 30	Oct 1-Dec 31	Jan 1-Mar 31	Apr 1-Jun 30	Jul 1-Sep 30	Oct 1-Dec 31	Jan 1-Mar 31	
Eligible Project Costs									
NOHFC claim									

3. Expiry date of Agreement: _____

SCHEDULE "D"

10(a)

REQUEST FOR FUNDS FORM

Claim Number:

1. Project Progress

Project milestones	% Complete	Comments
TOTAL		

2. Is this the Recipient's final request for Funds for the Project?

- No
 Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

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Program: Infrastructure and Community Development

Project Number: 950506

Recipient Name: City of Sault Ste. Marie

SCHEDULE "D" (CONT'D)

10(a)

REQUEST FOR FUNDS FORM

4. Eligible Project Costs - Claim status

Please complete this table below in conjunction with the tables in section 5 of this form.
 Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

<i>Eligible Project Cost category</i>	<i>Total Eligible Project Cost amount</i>	<i>Total Eligible Project Costs of all claims submitted to date (not including this request)</i>	<i>Eligible Project Costs this request</i>	<i>Balance of Eligible Project Costs remaining (after this request)</i>	<i>Table no. if applicable (from section 5 of this form)</i>
Replace rails	\$1,500,000				
Ballast (Ontario Trap Rock)	\$300,000				
Rail ties (approximately 13,500)	\$1,200,000				
TOTAL	\$3,000,000				
NOHFC Funds (50%)	\$1,500,000				

Total Eligible Project Costs this request: \$ _____ (A)

NOHFC % of Eligible Project Costs 50% (B)

Current Payment Request: \$ _____ (C)
 (A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)

10(a)

REQUEST FOR FUNDS FORM

5. Detailed Listing of Transactions for each Eligible Project Cost category

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category:

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	> Amount (net of GST rebate if applicable)	Payment Reference (Cheque No.)
1						
2						
3						
			Subtotal			

Table 2: <Eligible Project Cost category:

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	> Amount (net of GST rebate if applicable)	Payment Reference (Cheque No.)
1						
2						
3						
			Subtotal			

(Request for Funds Form continued on following pages. Please fill out all pages.)

Page 25 of 33

Program: Infrastructure and Community Development

Project Number: 950506

Recipient Name: City of Sault Ste. Marie

SCHEDULE "D" (CONT'D)

10(a)

REQUEST FOR FUNDS FORM

6. Certification

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

10(a)

SCHEDULE "E"

REPORTS

REPORTS SCHEDULE

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final request for Funds	Form of Final Report in Schedule "E"

Program: Infrastructure and Community Development
Project Number: 950506
Recipient Name: City of Sault Ste. Marie

Page 27 of 33

10(a)

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

2. **Financial Information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

Program: Infrastructure and Community Development
Project Number: 950506
Recipient Name: City of Sault Ste. Marie

Page 28 of 33

10(a)

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

Program: Infrastructure and Community Development
Project Number: 950506
Recipient Name: City of Sault Ste. Marie

Page 29 of 33

SCHEDULE "F"

10(a)

CHANGE REQUEST FORM

Please complete all appropriate sections (to be completed by Recipient)**1. Amendment to NOHFC Claim Schedule**

(For a requested amendment of \$100,000.00 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule.
 Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	2009/2010				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

	2010/2011				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. Changes in Project Plan

(Complete where the Project milestones or their timing changes)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		Timing			
		Start (month/ year)	End (month/ year)	Previous	New
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

Program: Infrastructure and Community Development

Project Number: 950506

Recipient Name: City of Sault Ste. Marie

Page 30 of 33

SCHEDULE "F" (CONT'D)

CHANGE REQUEST FORM

10(a)

Reasons for requested amendment to the Project Plan:

3. **Amendment to expiry date of the Agreement**

(Complete where an amendment to the expiry date of the Agreement is requested.)

Indicate the previous expiry date of the Agreement, the requested expiry date and provide reasons for the requested amendment in the box below.

Current expiry date of the Agreement: _____

Requested expiry date of the Agreement: _____

Reasons for requested amendment to termination date of the Agreement:

4. **Transfer of costs between Project Cost Categories**

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	Total Project Costs	
	PREV.	NEW
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

Program: Infrastructure and Community Development
 Project Number: 950506
 Recipient Name: City of Sault Ste. Marie

Page 31 of 33

SCHEDULE "F" (CONT'D)

10(a)

CHANGE REQUEST FORM

4. Other amendments to the Agreement

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

For internal use only

Indicate whether you support the Recipient's reasons for the requested amendment(s): Yes No

Project Officer's signature: _____ Date: _____

Comments:

Recommended by Area Team Manager: Yes No

Manager's signature: _____ Date: _____

Comments:

5. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

THE CITY OF SAULT STE. MARIE

Date: _____

Print Name: _____

Position: _____

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: _____

Name: _____

Position: _____

Program: Infrastructure and Community Development

Project Number: 950506

Recipient Name: City of Sault Ste. Marie

10(a)

SCHEDULE "G"

DELEGATION OF AUTHORITY FORM

TO Northern Ontario Heritage Fund Corporation ("NOHFC")

FROM The City of Sault Ste. Marie ("Recipient")

RE Project Number: 950506

Project Name: Huron Central Railway

Until further notice, any Schedule "D", Schedule "E" or Schedule "F" in respect of the Project shall be submitted to NOHFC and signed by one of the following person(s) on behalf of Recipient, who is a, or are, duly authorized signing officer(s) of Recipient for this purpose:

1. Name (and/ or title) of signing authority: _____

and this is his/her signature: _____

2. Name (and/ or title) of signing authority: _____

and this is his/her signature: _____

If you have any questions respecting this signing authority, please contact the undersigned.

Signature of person who signed the Agreement with NOHFC

Print name: _____

Title: _____

Date: _____

I/We have authority to bind the Recipient.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-175

AGREEMENTS: (E.3.4) A by-law to authorize a contract between the City and Avery Construction Ltd. for the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School (Contract 2009-15E).

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 a contract in the form of Schedule "A" hereto dated the 26th day of October, 2009 for and made between the City and Avery Construction Ltd. for the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School (Contract 2009-15E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK X DONNA PIRING]

Deputy City Clerk - Malcolm White

on\staff\by-laws\2009\2009175 Eng. Contract 2009-15E

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

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2009-15E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 13th day of October in the year 2009 by and between

Avery Construction Ltd. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

HUB TRAIL CONSTRUCTION
Contract No. 2009-15E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
 6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
 7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

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

The Contractor: Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, ON
P6C 2L3

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

10(b)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered

in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – John Rowswell

(seal)

XxxxxxxkxxxxxxRxxxxx

Deputy City Clerk - Malcolm White

AVERY CONSTRUCTION LTD.

Signing Officer

(seal)

Signature

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-176

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for professional services in connection with the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 26th day of October, 2009 for and made between the City and Kresin Engineering Corporation for professional services in connection with the construction of various portions of the Hub Trail in the general areas of Tarentorus School, Sutton Park and Anna McCrea School.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

XXXXXXXXXXXXXX

Deputy City Clerk - Malcolm White

on/staff/by-laws/2009/2009-176/Eng.Agreement/Kresin

NOTICE

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CITY SOLICITOR

10(c)

SCHEDULE "A"

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the 26th day of October, A.D. 2009

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Construct various portions of multi-use trail within the City of Sault Ste Marie.

and WHEREAS the construction includes all work required under City of Sault Ste. Marie contract 2009-15E hereinafter called the "Project".

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

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

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

1.04 Staff and Methods

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

1.05 Drawings and Documents

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

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

1.06 Patents

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

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

1.07 Records and Audit

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

the Project.

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

1.08 Changes and Alterations and Additional Services

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

1.09 Suspension or Termination

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

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

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

1.10 Indemnification

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

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

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

1.11 Insurance

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

a) Comprehensive General Liability and Automobile Insurance

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

b) Professional Liability Insurance

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

c) Change in Coverage

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

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

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

1.18 Inspection

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Arbitration

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

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

1.22 Time

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

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

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

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

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

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

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

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

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

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

ARTICLE 2 - SERVICES

The following definitions shall apply:

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

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

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

2.2 Client's Services for Planning (Class EA) of the Project

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
4. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
5. Preparation and distribution of minutes of Project meetings.
6. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
7. Preparation of property acquisition plans, if any.

8. Development of construction cost estimates.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.
8. Copies of available storm drainage area plans/reports prepared for the study area.
9. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
10. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
11. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (i) to (11) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of

estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.

3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.
6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area
2. Detailed site survey data, in digital form.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.
8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 **Engineer's Services for Contract Administration and Construction Supervision of the Project**

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

(a) **Contract Administrative Services**

1. Review, modification and approval of the Contractor's construction schedule, the

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- processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
- 2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
- 3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
- 4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
- 5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
- 6. Processing and issuing of payment certificates.
- 7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

- 1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
- 2. Surveying and calculation of pay quantities for the work.
- 3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
- 4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
- 5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
- 6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
- 7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
- 8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
- 9. Preparing and submitting to the Client one complete set of reproducible, revised

contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Engineer in the provision of the services.
3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Engineer.
5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS**3.1 Definitions**

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

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes.
Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment**3.2.1 Fees Calculated on a Time Basis**

3.2.1.1 The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:

- (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
- (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile charges, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

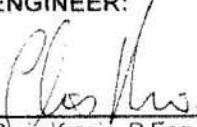
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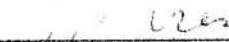
IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

in the presence of:

ENGINEER: Kresin Engineering Corporation


Chris Kresin, P.Eng.
PRESIDENT


Michael Kresin, P.Eng.
SECRETARY/TREASURER

WITNESS


signature


name and title of person signing

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature

WITNESS

name and title of person signing
JOHN ROWSWELL, MAYOR

signature

signature

name and title of person signing

name and title of person signing
XXXXXX XXXXXXXX XXXXXX XXXXXXXX

Deputy City Clerk - Malcolm White

10(c)

Schedule "1"

MEMORANDUM OF AGREEMENT dated the 26th day of October, A.D. 2009.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Contract Administration and construction inspection	Oct. 26, 2009	Oct 30, 2010
2.		
3.		

*October 31, 2010 indicates the estimated completion of construction activities. Continued Contract administration will be required beyond this date for statutory holdback release, and for any work during the warranty period.

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Schedule "2"

MEMORANDUM OF AGREEMENT dated the 26th day of October, A.D. 2009

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees

Total upset limit (including disbursements) of \$80,000.00 (plus GST).

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-174

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

READ THREE times and **PASSED** in open Council this 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

~~JOHN ROWSWELL, MAYOR~~

Deputy City Clerk - Malcolm White

DH Bylaws\2009\2009-174 Parking Officers

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

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<u>BADGE NO. SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>	BY-LAW 2009-174 PASSED 26 OCT 2009
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E	
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS	
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER	
35 ORR,DEREK	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
37 MILLER,STEVE	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E	
109 SEBEVIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.	
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E	
115 LEE,RICARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E	
136 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK	
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E	
153 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER	
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.	
179 DARLOW,LEONARD	ALGOMA UNIVERSITY	1520 QUEEN ST E	
186 HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER	
190 LALONDE,BRIAN	CITY OF SAULT STE MARIE	BELLIVE MARINA & BONDAR MARINE & PARK	
191 BROWN,STEVEN,GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES	
196 SEABROOK,LAURA,LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER	
233 BECK,DESMONO	G4S SECURITY	SAUTL AIRPORT/HOSPITAL/ALGOMA UNIVERSITY	
240 MASON,STEPHEN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
241 COGHILL,ROBIN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W	
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W	
253 TRAVSON,TERRANCEY(TERRY)	NORTH EAST SECURITY	BELLIVE MARINA & BONDAR MARINE & PARK	
362 ADAM,CINDY	SAULT COLLEGE	SAULT COLLEGE	
263 RECOLLECT,HOLLY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
267 CORBIERE JOHN,ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOMA UNIVERSITY/AIRPORT	
274 DAVIDSON,JAMES	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
275 EBARE,WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/108 FARWELL TERR/AIRPORT	
276 SMITH,DENNIS,ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/AIRPORT	
296 MURDOCK,IESHIA	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
297 SWIRE,WILLIAM,JAMES	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
298 MANN,DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT	
299 DIMMA,WM,GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY/AIRPORT	
301 COTTINGHAM,EDWARD,ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT	
307 GUREVITCH,JASON	NORTH EAST SECURITY	CAMBRIAN MALL/PINE/ CHURCHILL PLAZA/BELLVUE PARK&MARINA/STEELBACK	
339 PIGEAU,EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
314 AASEN,PAULINE	KOPRASH BUILDING SER	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE	
316 MCCULLOCH,BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT	
321 LORENZO,COREY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
330 O'NEILL,ROY	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS	
331 HAMILTON,SILVI	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS	
334 MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS	
335 GROSSO,DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL	
337 RENNISON,JEFF	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
340 DAMIGNANI,MATTHEW	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
342 PICK,DENNY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
343 CHILLMAN,JODI	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
344 HARPE,KENNETH	DAYS INN	DAYS INN HOTEL	
345 SETCHELL,RODDY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLUE MARINA	
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA	
347 BEDELL,LUCAS	CITY OF SAULT STE MARIE	BELLEVUE MARINA	
348 LEWIS,PETER	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
351 MCLEOD,JENNIFER	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
352 O'CONNOR,DANIEL	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
354 STEEVES,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
357 BONENFANT,TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
358 COLLINS,LESLIE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
360 KALLIGAN,AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
363 SMELTZER,LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
364 SMELTZER,PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
365 CLOUDSTON,JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
365 TROIOW,VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT	
367 MORIN,NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE	
368 WILLET,JORDAN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
369 CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME	
370 HANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME	
371 LAKE,ROBERT	ON FINNISH HOME ASS.	FINNISH REST HOME	
372 BENOIT,ALAIN	ON FINNISH HOME ASS.	FINNISH REST HOME	
373 RISSANEN,ANJA	ON FINNISH HOME ASS.	FINNISH REST HOME	
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS	
376 FINN,ROBERT	G4S SECURITY	SAULT HOSPITAL/AIRPORT	
377 BADGERO,PAUL	G4S SECURITY	ALGOMA UNIVERSITY/AIRPORT/HOSPITAL	
378 SMITH,BENJAMIN	G4S SECURITY	SAULT HOSPITAL/AIRPORT	
379 MANGONE,MATTHEW	G4S SECURITY	SAULT HOSPITAL/AIRPORT	
380 MARIN,MARY	G4S SECURITY	SAULT HOSPITAL/AIRPORT	
381 DEVOE,PATTI-JEAN	SOLID SECURITY SERVICES	CAMBRIAN MALL	
382 HALPIN,MATTHEW	SOLID SECURITY SERVICES	CAMBRIAN MALL	
383 DEVOE,DANIEL	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA	
384 BOREAN,RICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/BELLEVUE MARINA	
385 LOUBERT,JACOB	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
386 MAJOR,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
387 DENNING,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	
388 VILLENEUVE,CHRIS	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER	

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389	SANDIE,KEVIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
390	DUNN,PAR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD,HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
392	MEINCKE,KENNETH	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
393	PRESCOY-LACASSE,JOSEE	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
394	REID,RAYMOND	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
395	KELLY,PATRICK	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
396	THOMAS,RANDALL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
398	BELANGER,CAROL	NORTH EAST SECURITY	ALGOMA UNIVERSITY
399	MELLEA,ALDO	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
401	MARTIN,DANIEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
402	DOWNEY,ALEXANDER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
403	RUFFOLO,DOMINIC	ALGOMA CENTRAL PROP	STATION MALL/STATION 4B/STATION TOWER
404	HUDSON,BRIAN	CORPS OF COMM.	22 BAY ST
405	MATCHETT,CASEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC,SERGE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
407	CYR,SARAH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
408	ST PIERRE,ANDRE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAAR,ALEXANDRA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER,JARROLD	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
411	MOORE,ROBERT	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
412	MEINGAY,EMILY	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
413	HILL,MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
414	HUGHES,HEATHER	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
415	KOCHANOWSKI,DAVID	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
416	VELTRI,ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
417	CHARLOT,LUCIO	G4S SECURITY	AIRPORT
418	ROSENIE,JOSH	G4S SECURITY	AIRPORT
419	RAYMO,ADAM	G4S SECURITY	AIRPORT
420	FABIANO,ANTONIO	G4S SECURITY	AIRPORT
421	DUNN,PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
422	BENNETT,JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
423	VANDERKLIJF,DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
424	REDPATH,BRITTNEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
425	ELLIS,MARTY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
426	DINMIA,JUSTIN	G4S SECURITY	SAULT AREA HOSPITAL
427	CACATY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
428	DIAS,JASON	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWART,MARK	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO,DOMINIC	MAJOR CONTRACTING LTD.	TRAVELODGE

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-155

REGULATIONS: (R.1.2.1.) A by-law to amend By-law 2003-7 (a by-law to regulate smoking in public places).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 115 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2003-7**

Part I of By-law 2003-7 is amended as follows:

- (1) The definition of "inspector" in section 1.3 is repealed and replaced with the following:

"inspector" means an employee or class of employee of Algoma Public Health authorized by the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this by-law."

- (2) The definition of "City entranceway" is amended by deleting the words "four metre" and replacing them with "eight metre".

- (3) Part I of By-law 2003-7 is further amended by adding thereto the following definitions in Section 1:

1.4.B "**parkland**" means any and all lands owned by the City that has been or hereafter may be set apart, designated, dedicated or established by Council as public parkland

1.4.C "**permitted event**" means an event for which a permit has been issued by the Community Services Department of the City of Sault Ste. Marie for City property.

1.5.A "**playground area**" means an outdoor area established within parkland fitted with equipment such as, but not limited to, slides, swings and climbing equipment. The area is usually identified by a defined border which encloses an area of sand, rubber or any similar safety surface.

1.7.A "**recreation field**" means any portion of parkland that is used for athletic, recreational or musical purposes to conduct organized activities. This includes, but is not limited to, a ball field, soccer pitch, football field, tennis court, player bench area, spectator area, food and beverage concession, skateboard park, outdoor rink or permitted events. This does not include parking facilities located adjacent or near the recreation field.

1.7.B "**Roberta Bondar Park Tent Pavilion**" refers to the large outdoor tent pavilion located at 65 Foster Drive."

Part II of By-law 2003-7 is amended by adding thereto the following:

- 2.1.2. No person shall smoke on or within 15 metres of any playground area.

- 2.1.3. No person shall smoke on or within 15 metres of any recreation field.

- 2.1.4. No person shall smoke while under the Roberta Bondar Park Tent Pavilion, or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion."

NOTICE

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CITY SOLICITOR

10(e)

Section 2.3(ii) of Part II of By-law 2003-7 is repealed and replaced with the following:

- "(ii) post No Smoking signs in accordance with Part III of this by-law in conspicuous locations at every entrance and washrooms in City buildings as well as at playground areas and recreational fields indicating that smoking is prohibited in these locations;"

Part V of By-law 2003-7 (INSPECTIONS) is repealed and replaced with the following:

"PART V

5. ENFORCEMENT

- 5.1 The provisions of this By-law respecting the designation of non-smoking areas, the posting of signs and the duties imposed on the proprietor, employer or other person in charge of a playground area, recreation field, Roberta Bondar Park Tent Pavilion, public place or workplace shall be enforced by inspectors.
- 5.2 An inspector may, at any reasonable time, enter any designated public place for the purposes of determining compliance with this By-law."

2. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

DEPUTY CLERK – MALCOLM WHITE

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-177

STREET ASSUMPTION: a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 11(1) and 31(1) of the Municipal Act, S.O. 2001, c.25 thereto ENACTS as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 26 day of October, 2009.

MAYOR - JOHN ROWSWELL

XXXXXX DOLLEX X X X X XXXX

Deputy City Clerk - Malcolm White

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CITY SOLICITOR

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SCHEDULE "A"

- 1) PIN 31593-0588
PT LT 7 RCP H637 KORAH, PT 1, 2, 3, 6, 7 1R-11745; SAULT STE. MARIE
- 2) PIN 31595-0428
PT LT 19, PL 5943 KORAH BEING PT 2 PL 1R-11598; SAULT STE. MARIE
- 3) PIN 31566-0592
BLOCK 7, PL 1M578, SAULT STE. MARIE
- 4) PIN 31614-0222
PT SEC 24, PARKE, PART 44 PL AR-844; SAULT STE. MARIE
- 5) PIN 31514-0101
PT SEC 32 TARENTORUS PT 1 1R11706; SAULT STE. MARIE

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-178

AGREEMENTS: (L-298) A by-law to authorize an agreement between the City and Elementa Group Inc. regarding Elementa's proposal for converting waste to energy.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 26th day of October, 2009 for and made between the City and Elementa Group Inc. regarding Elementa's proposal for converting waste to energy.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in open Council this 26th day of October, 2009.

MAYOR – JOHN ROWSWELL

DEPUTY CITY CLERK – MALCOLM WHITE

on/staff/by-laws/2009/2009-178/ElementaAgreement/L-298

NOTICE

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CITY SOLICITOR

10(g)

SCHEDULE "A"

WASTE SUPPLY AND REFORMATION AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

- and -

ELEMENTA GROUP INC.

("Elementa")

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SCHEDULE A
SCHEDULE B

MSW MANAGED WASTE
LETTER RE FUTURE ROYALTIES AGREEMENT

WASTE SUPPLY AND REFORMATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2009

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

- and -

ELEMENTA GROUP INC.

("Elementa")

RECITALS:

WHEREAS the City wishes to divert certain wastes from landfill disposal sites for the purposes of reforming such wastes into energy;

AND WHEREAS Elementa wishes to provide these services on the terms and conditions set out herein;

NOW THEREFORE, in consideration of the premises and the terms and provisions set forth in this Agreement, the parties agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions

In this Agreement:

"Agreement" means the combination of all of the following:

- (a) this Agreement; and
- (b) any and all amendments of the foregoing documents agreed to in writing by the parties in the manner prescribed by this Agreement;

"Applicable Law" or **"Applicable Laws"** means all applicable statutes; enforceable and published rules, guidelines and policies; and regulations, laws, by-laws, and ordinances of Canada, the Province of Ontario, municipalities or other governmental entities or agencies having jurisdiction over the Reforming Services or the Elementa Facility

"Change in Laws" shall have the meaning attributed to such term in Section 3.9;

"City" shall mean the City of Sault Ste. Marie;

"Commencement Date for Waste Supply" means April 1st, 2011 or such other date as agreed by the parties in writing;

"Curbside Residential Waste" shall mean the residential waste made available for pickup by the City from residential sources, including Residential Dwellings and Multi-Residential Buildings;

"Curbside IC&I Waste" shall mean the waste from the IC&I sector as permitted by By-law 2004-68 or any successor by-law;

"Elementa Facility" means the facility, location and or property licensed to receive Reformable Waste for the purposes of processing and converting such waste into energy using the Elementa Technology, and includes the waste-to-energy plant anticipated in this Agreement;

"Elementa Technology" shall have the meaning of a technology provider and licensor, designer, operator and developer of steam reforming systems for the conversion of carbonaceous materials into valuable syngas for power generation, commodities markets and recovery applications. The steam reforming system represents Elementa's technology, trade secrets, patents, license agreements, engineering and know how;

"Energy" shall mean the power obtained by applying the Elementa Technology to the Reformable Waste;

"Environmental Attributes" means all tangible and intangible rights and benefits associated with the environmental characteristics of a renewable electricity generation source or the generation of electricity from a renewable electricity generation facility and includes renewable energy credits, green tariffs, Green Credits, and similar rights and entitlements.

"First Year of Full Production" means the first year in which materially all of the Reformable Waste delivered by the City up to the Waste Stream Guarantee is Reformed by Elementa.

"Force Majeure" shall have the meaning attributed to such term in Section 12.1(a);

"Goods and Services Tax/Harmonized Sales Tax " or **"GST/HST"** means the tax imposed under Part IX of the *Excise Tax Act*, R.S.C. 1985, Chap. E-15, as amended;

"Green Credits" means the Environmental Attributes and reductions of air emissions associated with electricity generation from renewable energy sources such as waste-to-energy technology that may be unbundled from the electricity itself, if the electricity is not sold or marketed as green electricity, and sold by producers of renewable energy and may include renewable energy credits, green tags, green credits, verified emission reductions, emission offsets, emission allowances, credits and similar measures of the Environmental Attributes and emissions reductions associated with renewable electricity generation;

"IC&I" means the industrial, commercial or institutional sector;

"Multi-Residential Building" means a residential building containing more than five (5) self-contained dwelling units;

"Normal Working Hours" shall mean 8:30 a.m. to 5:00 p.m. Monday to Friday, and 8:30 a.m. to 3:00 p.m. Saturday from the weekend following the long weekend in May until the last weekend in October. The Elementa Facility shall also operate the Saturdays of a week in which a statutory holiday falls. The (minimum) normal working hours may change, at the discretion of the City, with six (6) months written notice by the City to Elementa.

"Permits" means any temporary and/or permanent permits, approvals, licences, notices, customs documents, certificates, inspection fees, surcharges or other approvals required under Applicable Law;

"PWT Waste" means City's Public Works and Transportation waste to be delivered to the Elementa Facility directly by City staff;

“Records” means all documents, reports, tables, financial records including scale tickets, landfill ticket registers, customer billing summaries, copies of invoices, cheques, cheque registers, letters or other written material, including electronic material or computer entries, prepared by or in the possession of Elementa, its contractors, subcontractors or agents, that relates to the Reforming Services or the Elementa Facility;

“Reformed” means the process whereby the Reformable Waste is converted into Energy using the Elementa Technology;

“Reforming Services” means the assessment, acceptance and conversion of the Reformable Waste into Energy under the terms and conditions set out in this Agreement;

“Reformable Waste” shall mean the following waste streams within the power or control of the City, except for Unacceptable Waste:

- Curbside Residential Waste;
- Curbside IC&I Waste; and
- PWT Waste

“Reforming Services Term” shall have the meaning attributed to such term in Section 3.3, including any extension period;

“Regulatory Action” means any proceeding or action taken, or order or directive made, by a Regulatory Authority pursuant to Applicable Law;

“Regulatory Authority” means any agency or other governmental authority or instrumentality, including federal, provincial, state and local authorities having jurisdiction or authority over the Reforming Services or the Elementa Facility, including, without limitation, the Ontario Ministry of the Environment and the City;

“Residential Dwelling” means any dwelling having four (4) units or less;

“Residential Waste” means all non-recyclable waste generated within the City as defined in Ontario Regulation 347, R.R.O 1990, as amended, that originates from a Residential Dwelling or a dwelling in a Multi-Residential Building and set out at the curb for collection in accordance with By-law 2004-68, or any successor by-laws;

“Tipping Fee” shall have the meaning attributed to such term in Section 2.8;

“Transport” or “Transportation” means the transportation of the Reformable Waste to and from the Elementa Facility;

“Unacceptable Waste” shall mean waste that Elementa cannot accept from the City due to existing regulations imposed by the Ministry of Environment. Elementa understands that any municipal waste stream, including that of the City, will invariably include certain materials that are hazardous/unacceptable and the Ministry

of the Environment also recognizes this in its approach to licensing transfer stations and landfill sites, with a small quantities exemption. City waste audits indicate that less than 1% of curbside waste is hazardous waste. Elementa will process or otherwise divert small quantities of hazardous/unacceptable waste contained within the MSW received from the City in accordance to existing regulations imposed by the Ministry of Environment.

In the event that Elementa has identified a load as being hazardous, the contents of that delivery shall not be intermingled with the other wastes received and the City shall be responsible to remove the contents of the hazardous waste from the Elementa facility at its own cost ;

"Waste Stream Guarantee" shall have the meaning attributed to such term in Section 2.3.

"Waste Supply Term" shall have the meaning attributed to such term in Section 2.7, including any extension period;

SECTION 2 **WASTE SUPPLY**

2.1 Waste Supply Area

The waste supply area is the area in which the waste is collected by the city. This area may change from time to time at the sole discretion of the City.

2.2 Waste Stream Priority Commitment (25,000 tonnes)

The parties acknowledge and agree that annual overall Reformable Waste stream average has been approximately 25,869 tonnes as per Schedule "A". If the City fails to provide the Waste Stream Guarantee, Elementa will not impose a penalty but simply require payment of the lost Tipping Fee ([Waste Stream Guarantee less amount delivered] multiplied by the Tipping Fee in effect at the time). The City's Waste Stream Guarantee will always have the top priority. Elementa reserves the right to reduce the City's waste stream priority, over and above the Waste Stream Guarantee, notwithstanding any City request to increase their guarantee.

2.3 Waste Stream Guarantee

The City shall provide Elementa with an annual Reformable Waste stream of a guarantee of 12,500 tonnes per year (prone to seasonal fluctuations) from waste streams under their direct control, which are identified in Schedule A to this Agreement as D1, D2, D3, D5, D6 ("Waste Stream Guarantee") subject to Section

3.9.1. The City's approximate annual average for these waste streams is 16,353 tonnes.

The Waste Stream Guarantee of 12,500 tonnes shall be the tonnage weighed at the time of delivery to the Elementa facility ie. no sorting or processing of waste shall reduce this volume.

2.4 Elementa Drop-Off Bins

The parties agree that Elementa will be permitted to set out collection bins at the public drop-off area at the City's landfill location or other such locations as agreed to by the parties, in order to obtain additional Reformable Waste. These waste streams are identified in Schedule A as D10, D11, D12, and D13. The City's last five year annual average for these waste streams has been 9,409 tonnes. These drop-off bins shall be picked up by Elementa and transported to and from the Elementa facility on an agreed upon schedule.

2.5 City To Pass By-Law Diverting Roofing Shingles

The City acknowledges and agrees that it will seek Council's approval to enact a by-law in advance of the effective date of this Agreement prohibiting the acceptance of roofing shingles at the City's land fill location. Further, the City agrees to advertise on the City's webpage and with signage at the landfill and recommend disposal of roofing shingles go to the Elementa Facility and/or Elementa may provide a drop-off bin at the land fill site exclusively for shingles. The City's last five year annual average for this waste stream is 1,271 tonnes.

2.6 Supply of Reformable Waste

Notwithstanding any other provision in this Agreement, the City shall be required to first supply all Reformable Waste to the Elementa Facility up to the Waste Stream Guarantee amount in each year of this Agreement. The City shall transport the Reformable Waste to Elementa during normal working hours at no cost to Elementa if the Elementa facility is constructed within the municipal limits of the City of Sault Ste. Marie.

2.7 Waste Supply Term

The term of this Agreement shall be ten (10) years from the Commencement Date for Waste Supply. Such Waste Supply Term shall be subject to extension as set out in Section 17 of this Agreement.

2.8 Tipping Fee

The Tipping Fee for all Reformable Waste that is tipped by the City, collected in the bins and accepted by Elementa during and prior to the First Year of Full Production will be \$60.00/tonne.

The Tipping Fee for any waste accepted by Elementa but subsequently diverted to a City landfill site during the term of the contract and prior to the First Year of Full Production will be \$65.00/tonne or the rate in effect from time to time.

The Tipping Fee paid to both Elementa and the City, as outlined above, shall be subject to adjustment following the First Year of Full Production on each successive January 1st commencing the year following the First Year of Full Production, based on the percentage change of the Consumer Price Index for "All Items" in Ontario. The formula to be applied in determining the unit price changes is provided below by way of example.

Unit Price for Current Year (January 1 to December 31) = CPI (at December 31 of the previous year)/CPI (at December 31 of the year prior to the "First Year of Full Production") *\$60.00.

The change in price(s) shall become effective on January 1st of each year following the First Year of Full Production.

Example:

CPI at December 31 in the Year prior to the "First Year of Full Production" = 113
CPI at December 31 of the previous year = 115

Unit Price for Current Year = $115/113 * 60.00 = \$61.06$ (rounded to two decimal places)

2.9 Invoicing and Payment for Waste Supply Services

- 2.9.1** Elementa shall invoice the City, and the City shall pay Elementa the required Tipping Fee monthly.
- 2.9.2** The monthly payments for the Tipping Fee shall be established by multiplying the applicable Tipping Fee by the total metric tonnes of Reformable Waste delivered by the City and accepted by the Elementa Facility that month, as supported by the weigh tickets from Elementa, copies of which shall be provided to the City.
- 2.9.3** Elementa shall forward an invoice to the City at the end of each month representing billing for the Tipping Fee for the previous month. Prior to the first billing, Elementa shall contact the City to establish the form of the invoice to be used for the Reforming Services. The invoices shall be in such form and shall include such content and documentation as the City may require. Elementa shall be paid for the Reforming Services performed during the previous month, within 30 days after the receipt of the

invoice by the City providing there is no disagreement regarding the submitted invoice.

2.9.4 Weigh tickets from the Elementa Facility shall be proof of the tonnage of Reformable Waste delivered by the City. Elementa will provide a spreadsheet containing tonnages delivered to the Elementa Facility in order that the City may track the Reformable Waste tonnages on a daily basis. Elementa shall include a weigh scale at the site which will be subject to third party certification annually (at a minimum). A copy of the certification report must be provided to the City. The City shall have the right to complete their own certification at more frequent intervals at the City's expense, if desired.

2.9.5 The City shall have the right to select the method of payment for any additional waste that may be incorporated into the Agreement.

2.10 Legal Strike

2.10.1 Except as otherwise referred to herein, the City shall be entitled to no other remedy whether under this Agreement or otherwise at law arising out of a default by Elementa in performing the Reforming Services, during times when Elementa's workers who are engaged directly in the provision of the Reforming Services for the City under this Agreement are in a legal strike position and are on strike, other than the following:

- a) the ability to hire others and/or use its own forces to dispose of the Reformable Waste, or any portion thereof, during the strike, in which case Elementa shall be liable to pay the City the additional price per tonne paid by the City to third parties to perform services, over and above the Tipping Fee; and
- b) the entitlement to be paid by Elementa for all out of pocket costs, other than the amounts paid to third parties to dispose of the Reformable Waste, incurred by the City as a result of the strike; or
- c) the City will be allowed to redirect its waste to the municipal landfill site, if the landfill site exists, with no tipping fees charged to either party with all other waste accepted at the Elementa Facility is Elementa's responsibility (i.e. transportation and disposal costs to the alternate location).

2.10.2 In the case where City collection crews, directly or indirectly, are in legal strike position or are on strike, Elementa may collect Reformable Waste at a public drop-off area within the Elementa site. All Applicable Laws and approvals must be secured prior to doing so.

2.10.3 Other than in the circumstances described in Section 2.10.1, in which case the City shall be limited to the rights and remedies described therein, the rights and remedies available to the City under this Agreement or otherwise at law in the event that Elementa fails to perform the Reforming Services in accordance with the terms of the Agreement shall continue to be available to the City.

2.11 Permits, Licences, Fines and Orders

- (a) **Permits and Licences.** Elementa shall obtain, maintain and pay for, at its sole expense, all Permits required by Applicable Laws for the performance of the Reforming Services and any other obligation imposed upon Elementa under this Agreement. Within thirty (30) days of execution of the Agreement, Elementa shall provide to the City a list of all Permits required for the performance of the Reforming Services, designating the issuing agency and the dates of issuance and expiration of those Permits, a copy of all current and renewed Permits and Elementa's schedule for obtaining or renewing all Permits required during the Waste Supply Term.
- (b) **Responsibility for Fines, Penalties, and Orders etc.** Elementa shall be solely liable for all fines or civil penalties and any other orders, directives, requirements and the like that may be imposed by any Regulatory Authority for any violations of or pursuant to Permits or any Applicable Laws resulting from the Reforming Services performed by Elementa pursuant to this Agreement.

SECTION 3 REFORMING SERVICES

3.1 Reforming Services

Beginning on the Commencement Date for Waste Supply and throughout the Waste Supply Term, Elementa shall take all commercially reasonable steps to ensure that all the Reformable Waste received at the Elementa Facility is Reformed pursuant to, and in accordance with, this Agreement.

3.2 Limits on Reforming Services at Elementa Facility

3.2.1 Elementa shall use its reasonable commercial efforts to obtain all Permits required to accept and process the Reformable Waste at the Elementa Facility as of the Commencement Date for Waste Supply. The parties acknowledge and agree, however, that during the following periods, Elementa will not be able to accept some or all of the Reformable Waste:

- during the commissioning of the Elementa Facility;

- at such times that the PUC Inc. cannot accept the Energy;
- during periods in which Elementa conducts regular maintenance and servicing of the Elementa Facility; and
- Force Majeure as defined in Section 12 of this Agreement.

During any such periods, Elementa may transport Reformable Waste generated within the City for landfilling to the City landfill site located at 402 Fifth Line East, Sault Ste. Marie, Ontario, P6A 5K8 and pay the Tipping Fee as defined in Section 2.8 of this Agreement.

3.3 **Reforming Services Term**

The Reforming Services under this Agreement shall be for a term commensurate with the Waste Supply Term as set out in Section 2.7 of this Agreement.

3.4 **Exclusive Provider of Reforming Services for Reformable Waste**

3.4.1 It is acknowledged and agreed upon by the parties that the Reforming Services are exclusive to Elementa, and the City may not, during the Waste Supply Term, contract with such other contractor(s) to accept the Reformable Waste, save for such volumes of Reformable Waste which exceed the Elementa Facility's annual capacity, as determined and confirmed in writing by Elementa.

3.5 **Requirements of the Elementa Facility**

- (a) **Standard of Performance.** Elementa shall operate or ensure the operation of the Elementa Facility, and perform or ensure the performance of the Reforming Services (i) in accordance with Applicable Law; and (ii) in a skilful competent manner and in accordance with accepted practices of the waste-to-energy industry;
- (b) **Maintain.** Elementa at its sole expense shall maintain or ensure maintenance of the Elementa Facility in good and accessible condition, and shall advise the City of the normal working hours and any changes in hours of operation of the Elementa Facility, throughout the Waste Supply Term;
- (c) **Liens.** Elementa shall pay or ensure payment of any lien or encumbrance registered or filed against the Elementa Facility or any real or personal property used by Elementa including, without limitation, any municipal, federal, provincial or state tax or environmental liens, workers' compensation assessments, creditors' liens, or mechanics' liens, or charges, the existence of which would materially impair the performance of the Reforming Services under this Agreement.

- (d) **Discharge of Wastewater.** The parties acknowledge and agree that the volume of wastewater content received from the Waste may exceed the volume required for the Reforming Services and, as such, Elementa may be required to discharge any excess wastewater into the City's sanitary sewer collection system, provided such discharges are consistent with either current Sewer Use By-Law 2009-50 (or its successors) or any excess wastewater discharge agreement negotiated between the parties.
- (e) **Disposal of Residue.** The parties acknowledge and agree that the Reforming Services does generate a certain amount of non-hazardous residue from the Reformation of Waste using the Reforming Services ("Residue"). In the event that Elementa requires the disposal of such Residue, it may be land-filled at the tipping fee set out in Section 2.8.
- (f) **Processing Priority.** The Reformable Waste provided by the City to Elementa shall have first priority when the Elementa Facility is performing the Reforming Services up to the amount of Waste Stream Guarantee.

3.6 Closure and Post-Closure Account

- (a) **Closure Costs.** Elementa shall be responsible for all closure and post-closure costs relating to the Elementa Facility. Elementa shall establish and maintain or ensure the establishment and maintenance, at its sole expense, any closure and post-closure account now or hereafter required under any Applicable Law.
- (b) **Closure and Post Closure Account.** Elementa shall use or ensure use of the closure and post closure accounts for the proper closure of the Elementa Facility used in connection with this Agreement. Elementa shall provide and assure proper closure and post closure maintenance in accordance with Applicable Laws and Permits.

3.7 Right to Inspect

Elementa shall permit the City and its representatives to inspect the Elementa Facility at any time during normal working hours, and with 48 hours advance notice. Elementa shall further permit the City at mutually agreed times to bring groups of up to 20 to the Elementa Facility, on a minimum seven days advance notice, for educational tours.

3.8 Records and Reporting

- (a) **Record-Keeping.** Elementa shall keep accurate Records of all Reforming Services connected with this Agreement including, but not limited to, all correspondence and invoices, transaction tickets or receipts issued at the

Elementa Facility. Elementa shall at all times maintain accounts for all of the Reforming Services in accordance with any applicable generally accepted accounting principles consistently applied.

- (b) **Reporting.** Elementa shall provide to the City such statistics as the City requires to satisfy the provincial data call and/or to satisfy any level of government's reporting requirements on a quarterly basis or at intervals otherwise required.
- (c) **Resident Inquiries.** Elementa shall advertise and maintain a local or toll-free number for residents to call with questions or complaints during the Waste Supply Term and such office shall be staffed during all normal working hours. Complaints will be received and recorded, including a description of the corrective action taken place. These records shall be provided to the City on a quarterly basis or at intervals otherwise required.

3.9 Changes in Laws

3.9.1 In the event that, at any time after the execution of this Agreement there is a change in Applicable Law (whether by tax, charge, levy, assessment or other initiative), that is imposed for the purpose of addressing an issue related directly to Reforming Services or the Elementa Facility which is imposed by any federal, provincial, municipal or other governmental entity or agency having jurisdiction over the Elementa Facility which directly and materially increases the costs of the Reforming Services (a "Change in Laws"), Elementa shall be responsible for ensuring compliance with the change in law, at their cost. If there is a change in law that prevents the City from providing classes of municipal solid waste, it shall be at no penalty to the City, even if it effectively lowers the guarantee quantity. Under this circumstance, the City will not pay the tipping fee for the unused tonnage below the waste stream guarantee.

In the event of a change of law that effects classes of municipal solid waste, the parties of this agreement shall work together to make appropriate representation to that level of government to ensure to the extent possible that the guarantee is met .

3.9.2 This Agreement creates no obligations on Elementa to receive or accept any material which is illegal or unsuitable for handling or the Reforming Services pursuant to Applicable Laws, however, Elementa recognizes once Reformable Waste is received and accepted at the Elementa Facility owns the waste and shall be responsible for its proper disposal and/or the Reforming Services.

SECTION 4

TRANSFER OF OWNERSHIP OF WASTE

- 4.1 The title and ownership of Reformable Waste shall pass from the City to Elementa upon receipt and acceptance by Elementa at the Elementa Facility.
- 4.2 In the event that a delivery of waste from the City is not accepted by Elementa at the Elementa Facility, after determining that the load is not principally Reformable Waste, Elementa will reject the load and the City will dispose of the load within a reasonable commercial period at its own cost.
- 4.3 The parties acknowledge and agree that the Energy and all related benefits, including the Environmental Attributes, shall be the exclusive property of Elementa and no such royalty or other payment or compensation shall be payable to the City in respect of the energy under this Agreement.

SECTION 5 **INDEPENDENT CONTRACTOR; NO PARTNERSHIP**

5.1 Independent Contractor

Elementa shall perform all services and obligations, including the Reforming Services as an independent contractor. Elementa is not and shall not be considered an employee, agent, sub-agent or servant of the City for the purpose of this Agreement or otherwise. Elementa's subcontractors, employees and agents are not and shall not be considered employees, agents, sub-agents or servants of the City for the purpose of this Agreement or otherwise.

5.2 No Partnership

Elementa shall be fully responsible for the acts and omissions of its directors, officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Elementa, or giving either party a duty to supervise or control the acts or omissions of the other or any person performing services under the Agreement, except as expressly required in this Agreement.

SECTION 6 **SUBCONTRACTORS AND ASSIGNMENT**

6.1 Subcontractors and Assignment

Elementa shall not assign, transfer, convey, sublet or subcontract any portion of the Reforming Services or the Agreement, or any right or obligation under or arising from this Agreement, without the prior written consent of the City, which consent may not be unreasonably withheld.

SECTION 7 REPRESENTATIONS AND WARRANTIES

7.1 Elementa makes the following representations and warranties to and for the benefit of the City:

- (a) **Duly Organized and Qualified to do Business.** Elementa is existing as a corporation under the laws of the Province of Ontario, and it is duly qualified to carry out its obligations hereunder.
- (b) **Authorization to Perform.** Elementa has full legal right, power and authority to execute and deliver, and perform its obligations under this Agreement, and this Agreement has been duly authorized by all necessary action, corporate or otherwise. This Agreement has been duly executed and delivered by Elementa and constitutes a valid and binding obligation of Elementa enforceable against Elementa in accordance with its terms, subject to bankruptcy and other laws of general application and equitable principles.
- (c) **No Conflict with Applicable Law, etc.** Neither the execution or delivery by Elementa of this Agreement, nor the performance by Elementa of its obligations hereunder: (i) conflicts with, violates or results in a breach of any Applicable Law or Permit; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgement, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which Elementa is a party or by which Elementa or any of its properties or assets are bound or constitutes a default thereunder, and no action by the City related to the negotiation, execution or delivery of this Agreement has in any way induced any such breach or default by Elementa under any such agreement or instrument.
- (d) **No Litigation.** There is no action, suit, proceeding or, to the best of the knowledge of Elementa, investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the knowledge of Elementa threatened, against Elementa, wherein an unfavourable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Elementa of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this

Agreement or any other agreement or instrument entered into by Elementa in connection with the performance of the services contemplated under this Agreement.

SECTION 8 BOOKS, RECORDS AND RIGHT OF AUDIT

- 8.1** Elementa shall maintain and keep sufficiently complete and accurate books and Records which pertain to invoicing under the Agreement to permit their verification and audit.
- 8.2** The City may inspect and audit the books and Records of Elementa as they pertain to invoicing under the Agreement at any time during the Waste Supply Term and at any time for a period of 24 months following the last day of the Waste Supply Term upon providing written notice of Elementa of not less than seven business days. Elementa shall supply certified copies of any other Records required whenever requested by the City.
- 8.3** Elementa shall furnish all timesheets, records and other vouchers which pertain to invoicing under this Agreement for verification, on request by the City.
- 8.4** Elementa shall preserve all original books, payrolls, accounts and Records which pertain to the Agreement relating to the performance of the Agreement or to claims arising from the performance of the Agreement for a period of 3 years or the period of time required for income tax purposes, whichever is longer, after the last day of the Waste Supply Term, or for a period of 3 years or the period of time required for income tax purposes, whichever is longer after the final settlement of all claims related to the Agreement, whichever is longer.

SECTION 9 FINES; TAXES AND FEES; REGULATORY CORRESPONDENCE, OTHER

9.1 Fines

- 9.1.1** Elementa shall be liable for all fines incurred by either party imposed by any governmental authority or Regulatory Authority on Elementa or the City as a result of Elementa's wilful negligence or wilful non-performance of any of its obligations under this Agreement, or as a result of Elementa's failure to perform the obligations under this Agreement in accordance with all Applicable Laws and Permits. Elementa shall also be liable for all costs incurred by the City and Elementa in defending prosecutions relating to fines and penalties as a result of such negligence or non-performance or breach of Applicable Laws or Permits by Elementa.

9.2**Taxes and Fees**

Elementa shall be responsible and liable for the payment of all applicable federal, provincial, and municipal taxes and fees that now or hereafter apply to any and all persons, property, income, equipment, materials, supplies, structures or activities that are involved in the performance of the Reforming Services pursuant to this Agreement, including but not limited to, any increases in same and any income taxes, worker's compensation charges, real property taxes, border fees, excise, sales, and use taxes and fees that arise from the services in connection with this Agreement.

9.3**Regulatory Correspondence**

The City shall have the right to inspect copies of all correspondence or any other documentation received by Elementa or its subcontractors from a Regulatory Authority related to Elementa or its subcontractor's compliance with any Applicable Law or Permits under this Agreement.

9.4**Acting Reasonably**

Notwithstanding any other provision of this Agreement to the contrary, each of the City and Elementa will act reasonably in the enforcement and exercise of their rights and obligations under this Agreement.

**SECTION 10
INSURANCE****10.1**

Elementa shall obtain and maintain or cause to be obtained and maintained in full force and effect throughout the Waste Supply Term, at its sole expense, the insurance coverage designated in this Section 10 from a responsible insurance company or companies of recognized standing and approved by the City acting reasonably. The insurance must fully protect the City from any and all claims, risks and losses in connection with any activity performed by Elementa under the Agreement.

(i)

General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, products and completed operations, Explosion, Collapse, Underground damage (referred to as "X.C.U.") and contingent employers' liability, with coverage including the activities and operations conducted by Elementa and Elementa's employees, directors, officers, subcontractors and agents. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least Five Million Dollars (\$5,000,000) CDN. Funds (2) name the City as additional insured and (3)

contain a waiver of subrogation rights the insurer may have against the City, a severability of interests clause and cross liability clauses.

- (ii) Automobile liability and non-owned automobile liability coverage in an amount of not less than Five Million Dollars (\$5,000,000) CDN. Funds per occurrence or claim with coverage for vehicles owned, leased or hired by Elementa and with no pollution exclusion.
- (iii) Environmental Impairment Liability/Pollution Legal Liability / Contractors Pollution Liability insurance (or equivalent) including bodily injury, property damage and clean up, with coverage including the activities and operations conducted by Elementa and Elementa's employees, directors, officers, subcontractors and agents and including the Reforming Services and activities arising from or related to Elementa's operation of a waste-to-energy facility. This policy will (1) be written on an occurrence basis with coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000) CDN. Funds (2) name the City as additional insured and (3) contain a waiver of subrogation rights the insurer may have against the City and a severability of interests clause and cross liability clauses.
- (iv) "All risks" equipment insurance and boiler and machinery insurance covering machinery and equipment at the Elementa Facility for the performance of the Reforming Services, and extra expense coverage, in a form acceptable to the City and shall not allow subrogation claims by the insurer against the City.
- (v) All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to the City acting reasonably (3) to the extent required under the indemnity provisions of this contract, be non-contributing with, and will apply only as primary and not excess to any other insurance available to the City.

10.2 Deductibles

Deductibles or self-insured retentions for Elementa's policies are for the account of Elementa, are the sole responsibility of Elementa, and shall be paid by Elementa.

10.3 Limits of Insurance

All limits of insurance are to be per occurrence or per incident limits. Where aggregate limits apply to the General Liability and Automobile Liability policies, Elementa will maintain excess limits in the same amount as the limits required for the per occurrence coverage required in Section 10.1, in order that total combined limits (primary and excess or umbrella) total not less than Ten Million Dollars (\$10,000,000 CDN. Funds.

10.4 Delivery of Statement of Insurability / Insurance Certificates

Elementa shall deliver to the City no later than ninety (90) days prior to the Commencement Date for Waste Supply, a Statement of Insurability for all insurance required under this Section 10. Annually, for the entire Waste Supply Term, on or prior to the expiry date of each policy of insurance, Elementa shall provide a Certificate of Insurance to the City which shall include the insurance requirements specified in this Section 10.

Before the commencement of any operations hereunder, and at least thirty days prior to the Commencement Date for Waste Supply, Elementa shall provide the City a Certificate of Insurance satisfactory to the City evidencing same.

Failure to provide the aforementioned insurance will result in the withholding of payments or, at the sole option of the City, forfeiture of the Contract.

10.5 Replacement Insurance

In the event that Elementa breaches any provision of this Section 14, Elementa shall notify the City of such breach immediately and Elementa shall procure and maintain insurance which cures the breach within five (5) business days. If after the five (5) business day period the breach is not cured, the City, at its sole discretion, may procure and maintain, at Elementa's sole expense, insurance to the extent the City reasonably deems proper, but the obtaining of such insurance shall not relieve Elementa of its obligation to maintain such insurance. Elementa shall reimburse the City for the cost of such insurance within ten (10) business days of receiving written notice of the City to do so. In the event that Elementa fails to reimburse the City within such ten (10) business day period, the City shall be entitled to deduct the amount for which it is entitled to be reimbursed from any payment owing by the City to Elementa under this Agreement.

10.6 Additional Insured

The City shall be additional insured for all coverage provided by the insurance for, and to the extent of Elementa's obligations under the Agreement, and to the extent of Elementa's negligence shall be fully and completely protected from all claims and risks by the policies and for any and every injury, death, damage and/or loss of any sort whatsoever sustained by any person, organization or corporation in connection with any activity performed by Elementa under the Agreement.

10.7 No Claims Made Policies

Where available, all insurance policies obtained and maintained pursuant to this Section 10 shall be written on an occurrence basis and shall not be written on a claims-made basis. Policies may be written on a claims-made basis only with the prior written consent of the City, which consent may include such conditions (including without limitation, the requirement that Elementa purchase and maintain for such time as the City may deem necessary, run-off insurance coverage with the City named as additional insured) as the City may require in its sole and absolute discretion.

The City shall be named as additional insured on all policies written on a claims-made basis for as long as Elementa maintains the insurance coverage for its benefit.

10.8 Change in Coverage

All policies shall provide that the insurer will provide sixty (60) days prior written notice to the City of any cancellation, modification or change in the policies, and ten (10) days notice for non-payment. Elementa will provide the City with sixty (60) days prior written notice of cancellation, modifications, or changes in the policies.

10.9 Minimum Insurance

Maintenance of insurance by Elementa as specified in this Section 10 shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of Elementa under the Agreement. Elementa may carry, at their own expense, any additional insurance it deems necessary.

10.10 Increased Coverage Required

Elementa immediately shall increase, or cause to be increased, the amounts of insurance required to reflect any changes that may occur in local, provincial, state, or federal law or other laws and regulations to ensure that the insurance provided shall comply, at a minimum and in addition to the designated insurance requirements listed in this Section 10, with any minimum limits under Applicable Laws and Permits.

10.11 Amendment of Insurance Requirements

The City shall be entitled to modify the insurance requirements contained in this Section 10 and upon written notice may reasonably require Elementa to obtain different or additional insurance (including without limitation, different or additional policies, limits, coverage and deductibles) than those specified in this Section 10. If there is a material increase in the cost of Elementa's insurance premiums as a direct result of the request by the City to obtain additional insurance pursuant to this Section 10.11, then, upon receipt of confirmation from Elementa's insurer of the cost and breakdown of the additional premium, and the insurer's confirmation that the additional premium is attributable directly to the additional insurance requested by

the City pursuant to this Section 10.11, the City will reimburse Elementa for any reasonable additional premium costs directly attributable to the additional insurance requested by the City pursuant to this Section 10.11.

SECTION 11 INDEMNIFICATION

11. Elementa shall indemnify and save harmless the City, its officers, directors, employees, agents, and representatives from and against all claims, demands, actions, suits, fines, penalties, losses, costs (including investigation and remediation costs), damages, expenses and liabilities, including reasonable legal fees (collectively "Claims") directly or indirectly suffered as a result of:
 - (a) any of the representations and warranties made by Elementa under this Agreement or under any other agreement or instrument executed and delivered by Elementa pursuant to this Agreement being materially incorrect in any respect;
 - (b) any material breach of any covenant or agreement on the part of Elementa under this Agreement or any other agreement or instrument executed and delivered by Elementa pursuant to this Agreement;
 - (c) the material acts or omissions of Elementa, its employees, subcontractors, suppliers, agents, officers, directors, and all other persons and other entities for whose acts Elementa may be liable or for whom it is responsible in law, arising out of the performance or non-performance of this Agreement;
 - (d) all successful claims brought against the City by any person (including, without limitation, any individual, firm, corporation, association, partnership, consortium, joint venture, entity, government, government agency or unit of local government) arising under or related to any Applicable Laws, in respect of the Reforming Services establishing that Elementa has acted with gross negligence in performing the Reforming Services.
 - (e) any material non-compliance with Applicable Laws or Permits by Elementa, its employees, subcontractors, suppliers, agents, officers, directors, and all other persons and other entities for whose acts Elementa may be liable or for whom it is responsible in law; or
 - (f) liability of any kind for the use of any composition, secret process, invention, copyright, patent, intellectual property, Section or appliance, furnished or used in the performance of the Agreement of which Elementa is not the owner, patentee, assignee or licensee.

SECTION 12

FORCE MAJEURE

12.1 Force Majeure

(a) Definition of Force Majeure

For the purpose of this Agreement, the Term "Force Majeure" means all unforeseeable events beyond the control of either party that effect the performance of this Agreement by either party, including, but not limited to, acts of God, acts or decrees of government or other public authority; acts of public enemies; wars; insurrections; riots; earthquakes; fires; floods; rebellion; sabotage; acts of terrorism; or any other event or cause not within the control of the party claiming Force Majeure. Lack of finances, increased costs in performance of the Reforming Services, strikes, lockouts and other concerted acts by workers and labour shortages shall be deemed not to be events of Force Majeure.

(b) Force Majeure Affecting Elementa's Ability to Perform Reforming Services.

(i) In the event that Elementa is prevented or rendered unable by Force Majeure to carry out any of its obligations under this Agreement then such obligations of Elementa shall be suspended during the continuation of any inability so caused by the Force Majeure.

(ii) In the event of a Force Majeure affecting the ability of Elementa to carry out its obligations under this Agreement, the City shall be entitled to arrange for the disposal of the Reformable Waste during such period of Force Majeure.

(c) If either party intends to rely upon Force Majeure to suspend or relieve its obligations as provided for herein, such party shall notify the other party in writing forthwith describing in reasonable detail the Force Majeure. The party relying upon Force Majeure shall have the duty and obligation to use reasonable efforts to reduce the impact of or eliminate such Force Majeure, and shall provide to the other party such updates in respect thereof as it may reasonably be able to provide during the continuation of the event giving rise to the Force Majeure.

12.2 Insurable Force Majeure

If the Elementa Facility or any equipment used for Reforming Services is damaged or destroyed due to explosion, floods, fire, tornado, or other events for which Elementa is obliged to carry insurance, Elementa shall act diligently to collect and apply insurance proceeds to the correction or reconstruction of the Elementa Facility.

SECTION 13

DISPUTE RESOLUTION

- 13.1 If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration, or alleged breach of the Agreement (“Dispute”), between Elementa and the City, the parties agree that, upon written notice from the other party, the parties will meet as soon as is reasonably practical to resolve any such Dispute.
- 13.2 In the event that any Dispute is not settled by the procedure described in Section 13.1 within 30 days of the receipt of the written notice referred to in Section 13.1, either party shall be entitled to an arbitration of the Dispute. Should a party wish to have an arbitration of the Dispute, it shall provide notice to the other party in writing.
- 13.3 The arbitration shall be conducted by a single arbitrator chosen by the parties within ten days of the receipt of the notice referred to in Section 13.2. If the parties are unable to agree to an arbitrator within that timeframe, either party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with *The Arbitration Act, 1991, S.O. 1991, c. 17*, as amended. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the Reforming Services, or in the Agreement, or in the business or other affairs of either of the City or Elementa.
- 13.4 The arbitration award shall be final and binding on the parties and shall not be subject to appeal. Each party shall proceed in accordance with the *Arbitration Act, S.O. 1991, c. 17*, as amended.
- 13.5 The arbitrator is authorized to determine whether a Dispute is arbitrable. The arbitrator is not authorized to make any decision inconsistent with the Agreement, nor shall the arbitrator modify or amend any of the Agreement terms.
- 13.6 The parties agree that the award made by the arbitrator shall be final and binding and shall in all respect be kept and observed.
- 13.7 No Dispute may be submitted to arbitration except in accordance with the above provisions.
- 13.8 The parties shall continue to fulfill their obligations under this Agreement during the arbitration proceedings.

13.9 Nothing in this Section 13 prevents the exercise of the right to terminate this Agreement in accordance with Section 14.

SECTION 14

REFORMING SERVICES DEFICIENCIES / TERMINATION

14.1 Notwithstanding any other provision of this Agreement to the contrary, at the option of the City, but without duplicating the recovery of any damages to which the City is entitled, and subject to the provisions of the Bankruptcy and Insolvency Act R.S. 1985 c.B-3, the Agreement, or any portion thereof, may only be terminated by the City on written notice to Elementa of a material defect in the Reforming Services that results in one or more of the following events:

- (a) Elementa materially fails to adhere to the Agreement requirements before commencing the Reforming Services and during the term of this Agreement; or
- (b) Elementa materially fails to commence the Reforming Services or any portion thereof, on the commencement dates specified in the Agreement; or
- (c) Elementa becomes unable to pay its debts as they generally become due; or
- (d) Elementa is adjudged or adjudicated bankrupt or insolvent; or
- (e) Elementa becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency; or
- (f) A judicial order is made or resolution is passed for the closure of Elementa, or Elementa is dissolved; or
- (g) Elementa ceases to operate; or
- (h) Elementa abandons the Reforming Services under this Agreement; or
- (i) Elementa does not achieve its First year of Full Production by December 31, 2015.

and the City has provided to Elementa written notice of the occurrence of the event and Elementa has been unable to cure the event within the later of ninety days of the receipt of such notice and such period as a court of competent jurisdiction may allow and Elementa has been unable to assign its rights and obligations under this Agreement to a reasonable third party who will, directly or indirectly, assume such rights and obligations with such period.

14.2 Upon termination of the Agreement in accordance with the terms hereof, the City shall, in its sole discretion:

- (a) be released from any or all obligations to Elementa under this Agreement other than as may exist at the time of termination and may thereafter use any other method or person to perform the Reforming Services referred to in this Agreement; or
 - (b) pursue without duplicating the recovery of any damages to which the City is entitled, any combination of the foregoing or any other remedy provided at law or under this Agreement.
- 14.3** In the event that the City terminates all or part of the Agreement, the City may take whatever steps it considers advisable to secure the completion of the Reforming Services, and any damages or extra expenditures thereby incurred by the City may be claimed against Elementa and collected in any manner provided by the Agreement or at law.
- 14.4** In the event the Agreement is terminated in accordance with its terms, Elementa shall have no right to any monetary compensation of any kind resulting from the Agreement not extending to the full term.
- 14.5** In the event that the City exercises its right to terminate the Agreement in accordance with its terms, then Elementa shall be paid by the City for only that portion of the Reforming Services performed up to the date of termination that has been performed in accordance with the requirements of the Agreement.
- 14.6** Neither an extension of time for any reason beyond the date fixed herein for the commencement of the Agreement, nor the execution of and payment of any portion of the Reforming Services called for by the Agreement, shall be deemed to be a waiver of the right to terminate the Agreement for abandonment, delay, or any other reason consistent with the Agreement.
- 14.7** Without limiting any other provision in this Agreement, any warranties contained in the Agreement shall survive beyond the date of termination.

SECTION 15 REMEDIES

- 15.1** The rights and remedies of the City as set out in the Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity. Elementa and the City hereby acknowledge that specific performance is an appropriate remedy in the event of non-performance under this Agreement. The City may pursue any rights or remedies available upon the termination of the Agreement.
- 15.2** The exercise of any remedy provided under the Agreement does not relieve Elementa of any liability remaining under the Agreement.

- 15.3 Subject to the remaining provisions of this Agreement in respect thereof, the City may take such steps as deemed necessary to remedy non-performance of the Reforming Services set out in the Agreement, and any commercially reasonable excess expenditures, which shall be calculated to be the amount by which the price per tonne paid by the City to any third parties to perform services otherwise required to be performed by Elementa exceeds the Tipping Fee, as applicable, and any other expenditures, to be 50 % of the additional costs incurred by the City for a period of 6 months as a result of the non-performance, may be collected in a manner provided for in the Agreement or in law.
- 15.4 The failure of the City to insist upon strict performance of, or waive, any provision of the Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

SECTION 16

SCHEDULING, MANAGEMENT AND QUALITY PERFORMANCE

16. (a) **Schedule of Reforming Services.** Elementa shall co-ordinate, schedule in an orderly manner, and manage all Reforming Services done by its officers, employees, subcontractors and agents under this Agreement.
- (b) **Standard of Performance.** Elementa shall perform its obligations under this Agreement (i) in compliance with all Applicable Laws and Permits and (ii) in a skilful and competent manner and in accordance with the accepted practices of the waste-to-energy industry.
- (c) **Character and Employment of Workers.** Elementa shall provide for the performance of the Reforming Services, only orderly, competent and skilful workers and subcontractors.

SECTION 17

EXTENSION OF WASTE SUPPLY TERM

17. The Waste Supply Term shall be automatically extended for an additional 10 years unless an event as defined in Section 14.1 of the Agreement shall apply and the City notifies Elementa in writing prior to the date by which the Waste Supply Term is automatically renewed that the City wishes to terminate this Agreement in accordance with that section.

SECTION 18

SURVIVAL

18. The representations, warranties, obligations and covenants given by Elementa in this Agreement shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, the obligations contained in Sections 3.7, 3.9.1, 9, 11, 16, 19, 18, 20, and 21 shall survive any termination or expiry of this Agreement until the discharge of the obligation or until the parties mutually agree in writing to a release of the obligation therein.

SECTION 19

DISSOLUTION OF CITY AND SUCCESSOR TO CITY

19. In the event that the City is dissolved or its waste functions and powers relative to this Agreement are removed from the City by a legislative act or by agreement, all of the duties, rights and remedies of the City under the Agreement, including, but not limited to, all bonds, letters of credit or other financial guarantees executed for this Agreement shall remain in full force and effect and shall be transferred to the successor to the City as specified by the legislative act or agreement by which the City is dissolved or its solid waste functions and powers are removed from the City.

SECTION 20

DELIVERABLES

In addition to, and without limiting the requirements of all other terms of the Agreement regarding documents or things required to be provided to the City or to be done by Elementa, Elementa shall provide the following:

- 20.1** No later than 30 days prior to the Commencement Date for Waste Supply, Elementa shall provide the City with the following:
- (a) Certificate of Insurance as required in accordance with Section 14 of this Agreement;
 - (b) Workplace Safety and Insurance Board clearance certificate in accordance with Section 21.1(c) of this Agreement; or
 - (c) Certificate of Approvals for the operation of a waste-to-energy management system issued by the MOE;

SECTION 21

GENERAL PROVISIONS

21.1 Compliance with Laws

- (a) Elementa shall comply with all applicable laws, including all Applicable Laws, and by-laws, including without limitation, the Environmental Protection Act, R.S.O. 1990, Chap. E.19, the *Workplace Safety and Insurance Act, 1997*, S.O., c.16, and the *Occupational Health and Safety Act, R.S.O. 1990 c.01* as amended from time to time, and all regulations made thereunder;
- (b) Elementa acknowledges, and it is hereby agreed, that neither it nor its employees are covered by the City under the *Workplace Safety and Insurance Act, 1997*, S.O. c. 16, as amended, and that Elementa shall be fully responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act, 1997*, S.O., c.16, and any other legislation in respect of itself, its employees and operations, and shall furnish the City, when requested, with such satisfactory evidence that it has complied with the provisions of any such legislation. Should Elementa fail to furnish such evidence, the City shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the City shall have the right to pay same. The City is not the employer of Elementa or its employees for any purpose whatsoever.
- (c) Elementa shall, no later than 30 days prior to the first day of the Commencement Date for Waste Supply, and thereafter whenever requested by the City, submit to the City, a Certificate that there are no outstanding assessments under the *Workplace Safety and Insurance Act, 1997*, S.O. c. 16, as amended, or successor or similar legislation.

21.2 Collusion and Conflict of Interest

Elementa shall not give or offer any gratuity to or attempt to bribe any staff member, elected officials or the City. Should Elementa breach this Section 21.2, the City shall be entitled to terminate the Agreement forthwith without liability to itself, and to rely upon the sureties as provided.

21.3 Severability

Subject to the terms of this Agreement, if any provision in this Agreement is void or invalid, the remaining provisions of the Agreement shall remain in effect and bind the parties.

21.4 Headings, Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

21.5 Section, Section and Subsection References

Any Section, sections or subsections mentioned in this Agreement by number only without reference to another document refer to those Sections, sections or subsections contained in this Agreement.

21.6 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include both genders.

21.7 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

21.8 Time of the Essence; Waiver

Time is of the essence of this Agreement. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if it is in a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

21.9 Construction of Terms

Unless otherwise specified in the Agreement, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized in the waste-to-energy industry and by solid waste professionals, engineers and trades.

21.10 Confidentiality

- (a) Elementa shall not divulge or disclose any information, documents or data communicated to or acquired by Elementa in the course of performing the Agreement, other than to those of Elementa's employees, agents or subcontractors who require such information, documents or data for the purpose of performing the Agreement, without the prior written consent of the City. No such information, documents or data shall be used by Elementa for any purpose other than for the purpose of performing the Agreement without the prior written consent of the City.
- (b) The parties acknowledge that the City is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 Chapter M56.

21.11 Subsidiary Contracts

No agreement between Elementa and its subcontractors, officers, employees or agents, including all contracts relating to the use, lease, operation or ownership of the Elementa Facility or equipment, shall prevent, expressly or in effect, Elementa from performing its obligations under this Agreement.

21.12 Governing Law

This Agreement is made in, and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby irrevocably attorns to and submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder and related hereto.

21.13 Amendment or Waiver

Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written document signed by the parties.

21.14 Notices

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail, or
- (c) sent prepaid by fax, in each case to the applicable address set out below:

to the City at:

The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Attention: City Solicitor
Fax No: (705) 759-5405

to Elementa at:

Elementa Group Inc.
11 Bond Street, Suite 103
St. Catherines, ON
L2R 4Z4

Attention: Jay Zwierschke
Fax No: (905) 687-1909

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery, if delivered, or on the day of faxing, provided that such day in either event is a business day and the communication is so delivered, faxed or sent before 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

Either party may from time to time change the address, fax number, or person to whom notice is to be given under this Agreement by notice to the other party given in the manner provided herein.

21.15 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by any party hereto or its directors, officers,

employees or agents, to any other party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent aforesaid.

21.16 Covenants

Each obligation of the City or of Elementa expressed in this Agreement, even though not expressed as a covenant is considered to be a covenant for all purposes.

21.17 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

21.18 Counterparts

This Agreement may be signed in counterparts and by facsimile and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

21.19 Assignment To Related or Affiliated Entities

The parties acknowledge and agree that Elementa shall be entitled, as determined in its sole discretion, to assign this Agreement to any of its related or affiliated entities upon providing the City with 30 days notice of intention to do same.

22.0 Future Royalties Agreement

This agreement is conditional upon the parties to this agreement entering into an agreement regarding the payment of a royalty to the City. The payment of the royalty shall be in accordance with the letter provided by Elementa dated October 21, 2009 addressed to the Mayor and Council as Schedule B.

Signatures on following page.

10(g)

IN WITNESSETH WHEREOF the parties have affixed their respective seals, attested by the hands of the respective officers duly authorized on that behalf as of the date first written above.

This Agreement is dated at the City of Sault Ste. Marie, Ontario on October 26, 2009 .

per Elementa Group Inc.

The Corporation of the City of Sault Ste. Marie
Per

Mayor John Rowswell

Deputy City Clerk Malcolm White

SCHEDULE A

**City of Sault Ste. Marie
Total Waste Managed (Tonnes)**

40,106

Item No.	Description	2,003		2,004		2,005		2,006		2,007		Average (2003-2007)	Notes
		Disposal	Diversion										
D1 Curb-side Waste Collection (City)		13,885		12,659		11,968		12,214		12,414		12,656	Combined city and contract collection
C2 Multi-Residential Waste Collection (City)		2,428		2,243		2,121		2,341		2,372		2,301	Started providing separate quantities for single and multi-family in 2006 - 2003, 2004 quantities developed using 2005 proportions
D3 Commercial Waste Collection (City)		137		127		121		123		125		127	A portion of the curb-side collection is assumed to be commercial (i.e. 1%)
D4 Batchewana First Nations Waste		124		132		126		0		0		76	
D5 Prince Township Waste		216		219		179		180		181		195	
D6 City P.A.R.T and Parks Waste		2,914		587		342		784		1,241		1,174	2003 - Ind's 2319.4 t from clean up of Lafarge pt.
D7 Biosolids from WPCP		9,634		10,545		9,833		8,474		10,079		9,713	
D8 Commercial Pick-up (Wastes)		26,331		25,842		24,162		19,815		17,622		22,714	Ind's Humane Society, Soc Disposal & CW
D9 Commercial Drop-off at Working Face (Not Bins)		2,425		3,356		5,178		3,229		6,412		4,120	These are the "trash" and "charge" columns 2003 - 55% residential, 2004 - 55% residential, 2005-35% residential, 2006 and 2007 - 65% residential
D10 City Landfill Drop-off Residential (Waste)		4,080		4,811		4,898		5,279		5,475		4,911	
D11 City Landfill Drop-off Commercial (Waste)		2,231		2,824		2,534		2,437		2,527		2,470	2003, 2004, 2005, 2006, 2007 - 30% commercial
D12 City Landfill Drop-off Outlying Areas (Waste)		1,115		1,312		1,013		406		421		854	2003 - 15% outlying, 2004 - 15% outlying, 2005 - 12% outlying, 2006 and 2007 - 5% outlying
D13 City Landfill Drop-off (Shingles)		1,270		1,362		968		1,099		1,658		1,271	Assumed all residential

The historical data listed in this schedule are for information purposes only and may or may not reflect future waste quantities.

10(9)

10(g)



SCHEDULE B

Elementa

October 21, 2009.
Mayor & Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6B 5X6

Dear Mayor & Council:
RE: Financial Contribution To City of Sault Ste. Marie

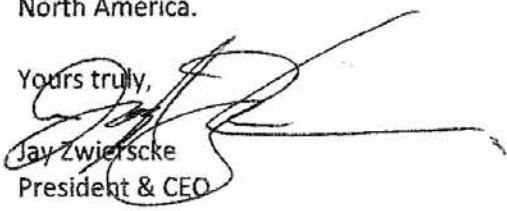
Elementa Group Inc. has been working with the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation for over four years in the development of unique green innovative conversion technology which reforms municipal solid waste (MSW) to clean renewable energy.

Elementa Group Inc. has fulfilled its requirements of the Memorandum of Understanding between Elementa Group Inc. and the City of Sault Ste. Marie and has entered into a long-term MSW supply agreement.

Elementa Group Inc. will be constructing its first large scale platform demonstration plant in Sault Ste. Marie and appreciates the support and assistance of the city in this innovative display of renewable distributive energy generation. Elementa Group Inc. is pleased to share in this success with a contribution of \$5 million dollars to the City of Sault Ste. Marie. This consists of a \$2.5 million guarantee and \$2.5 million conditional on a matching contribution/grant received by Elementa garnered by the City or the Sault Ste. Marie Economic Development Corporation. Payments of \$250,000 will be made for each subsequent full sized plant commissioned by Elementa Group Inc., in accordance with agreed terms and conditions to the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation.

It is a pleasure to work with Sault Ste. Marie to demonstrate to the world that a viable solution exists to solve land fill problems, dramatically reduce green house gases and generate clean renewable energy.

We look forward to showcasing this innovative technology to the world in Sault Ste. Marie representing another example establishing Sault Ste. Marie as the Alternative Energy Capital of North America.

Yours truly,

Jay Zwierske
President & CEO