

AGENDA

REGULAR MEETING OF CITY COUNCIL

2010 01 11

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor J. Caicco
Seconder - Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2009 12 07 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti

Resolved that the Agenda for the 2010 01 11 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Joyce Ferguson-Mowat, Public Health Inspector will be in attendance concerning Proclamation – Environmental Public Health Week.
- (b) Betty Brady, Volunteer with the Alzheimer Society will be in attendance concerning Proclamation – National Alzheimer Awareness Month.
- (c) The winners of the 2009 Christmas Lighting Awards Program will be in attendance to receive plaques and PUC credit certificates.
- (d) Gina Naccarato, President; Tracy Smith and Cathy Dupuis; Northern Storm Aquatic Club will be in attendance concerning agenda item 7(a).
- (e) Judy McGonigal, Chair Historic Sites Board and Kathy Fisher, Curator Ermatinger-Clergue National Historic Site will be in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

5.

COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti

Resolved that all the items listed under date 2010 01 11 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO, OGRA and FONOM is attached for the information of Council.
- (b) Correspondence from the City of Kingston (concerning exemption of electricity sales from Provincial portion of harmonized sales tax), City of Pembroke (concerning Wood Turtle Habitat Regulation) Durham Region (concerning requesting the Premier of Ontario amend the Ombudsman Act to include hospitals under the jurisdiction of the Ombudsman); Town of Niagara-on-the-Lake (concerning benefits derived from uploaded social services); City of Oshawa (concerning request that the province mandate superintendents and key holder for condominiums and apartment buildings be bonded and obtain criminal reference checks); County of Grey and City of Kawartha Lakes (concerning health effects potentially created by the presence of industrial wind turbines); City of North Bay (concerning asking the provincial and federal governments to make the four-laning of the Ontario TransCanada Highway a priority) is attached for the information of council.
- (c) A letter from the Minister of Finance concerning the Ontario Municipal Partnership Fund allocations for 2010 is attached for the information of Council.
- (d) A letter of request for a temporary street closing is attached for the consideration of Council.
1)on Shore Drive and Lower Lake Street at Queen Street Intersection in conjunction with Ontario Winter Bon Soo Carnival (February 4 – 15, 2010)
The relevant By-law 2010-5 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(e) Council Travel

Mover - Councillor J. Caicco
Seconder - Councillor F. Manzo

Resolved that Councillor Terry Sheehan be authorized to travel to attend a meeting with the Manager, Toronto Downtown Incubator and the Director, National Incubator Association of Canada being held in Toronto (one day in January) at no cost to the City.

5. (f) **2010 Budget**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 01 11 concerning 2010 Budget be received as information.
- (g) **2010 Corporate Membership Fees**
A report of the Deputy City Clerk is attached for the consideration of Council.
- Mover - Councillor J. Caicco
Seconder - Councillor F. Manzo
Resolved that the report of the Deputy City Clerk dated 2010 01 11 concerning Corporate Membership Fees be accepted and recommendation to proceed with payment of the 2010 fees be approved.
- (h) **2010 Municipal Election – Legislative Update and Amendment to 2010 Council Meeting Schedule**
A report of the Deputy City Clerk is attached for the consideration of Council.
- Mover - Councillor S. Butland
Seconder - Councillor F. Manzo
Resolved that the report of the Deputy City Clerk dated January 11, 2010 concerning 2010 Municipal Election – Legislative Update be accepted, and the recommendation to amend 2010 Council Meeting Schedule by cancelling the October 12th and 25th meetings and adding a meeting on November 8th be approved.
- (i) **Financial Assistance Grant Policy for National/International Sport Competitions - Revisions**
A report of the Manager Recreation and Culture on behalf of the Parks and Recreation Advisory Committee is attached for the consideration of Council.
- Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti
Resolved that the report of the Manager Recreation and Culture on behalf of the Parks and Recreation Advisory Committee dated 2010 01 11 concerning Financial Assistance Grant Policy for National/International Sports Competitions – Revisions be accepted and further that the Policy be amended as recommended by the Parks and Recreation Advisory Committee be approved.

5. (j) **West End Community Centre - Update**
A report of the Commissioner Community Services is attached for the consideration of Council.
- Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti
- Resolved that the report of the Commissioner Community Services dated 2010 01 11 concerning West End Community Centre Update be received as information.
- (k) **Engineering Services – North Street Culvert Rehabilitation/Replacement**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2010-12 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (l) **Engineering Services Agreement – Connecting Link Root River Bridges**
A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2010-16 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (m) **Sault Ste. Marie Municipal Landfill – Landfill Gas Management System – Contracts – 2009-18E**
A report of the Land Development & Environmental Engineer is attached for the consideration of Council. The relevant By-law 2010-15 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (n) **Termination of Fire Protection and Fire Prevention Agreement with Prince Township**
A report of the Fire Chief is attached for the consideration of Council.
- Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
- Resolved that the report of the Fire Chief dated 2010 01 11 concerning Termination of Fire Protection and Fire Prevention Agreement with Prince Township be received as information.
- (o) **Appeal by the Northern Retail Professionals Association (NRPA) of the Question Regarding Boxing Day Question to be put on the Ballot of the 2010 Municipal Election**
A report of the City Solicitor is attached for the consideration of Council.

5. (o) Mover - Councillor S. Butland
Seconder - Councillor F. Manzo
Resolved that the report of the City Solicitor dated 2010 01 11 concerning Appeal by the Northern Retail Professionals Association (NRPA) of the Question Regarding Boxing Day to be put on the Ballot of the 2010 Municipal Election be received as information.
- (p) **Revised Calculation for Purchase Price and Property Being Sold to Elementa Group Inc.**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-10 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Archaeological Site Potential Assessment**
A report of the Planning Division is attached for the consideration of Council.
Mover - Councillor J. Caicco
Seconder - Councillor F. Manzo
Resolved that the report of the Planning Division dated 2010 01 11 concerning the Archaeological Site Potential Assessment be accepted and the Planning Director's recommendation that City Council authorize an agreement with Archaeological Services Inc. to undertake and complete an archaeological site potential assessment at a cost not to exceed \$40,000 exclusive of applicable taxes be endorsed.
- (r) **No Parking Zone – Wilcox Avenue from Wilson Street to Railroad Avenue**
A report of the Commissioner of Public Works and Transportation Department is attached for the consideration of Council. The relevant By-law 2010-20 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (s) **Special Waste Contract Extension for Municipal Hazardous Waste Program**
A report of the Waste Diversion Supervisor is attached for the consideration of Council.
Mover - Councillor S. Butland
Seconder - Councillor O. Grandinetti
Resolved that the report of the Waste Diversion Supervisor dated 2010 01 11 concerning Special Waste Contract Extension for Municipal Hazardous Waste Program be accepted and the recommendation that Council authorize the extension of the MHSW contract with Hotz Environmental for the period January 1, 2010 to December 31, 2010 be approved.
- (t) **Heritage Discovery Site - Ermatinger-Clergue National Historic Site**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

5. (t) Mover - Councillor J. Caicco
Seconder - Councillor F. Manzo
Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 01 11 concerning Heritage Discover Site - Ermatinger•Clergue National Historic Site be received as information.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (6) **PLANNING**
- (a) **Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent - Request to Permit One Additional Dwelling Unit Within the Existing Residence**
A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor J. Caicco
Seconder - Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2010 01 11 concerning Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent be accepted and the Planning Director's recommendation that City Council DENY the applicant's request to rezone the property from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit a duplex, or two (2) dwelling units within the existing residence be endorsed.
- (b) **Application No. A-1-10-Z – Chantel and Nelio Quintinho – 1659 Second Line West - Request to Permit a Contractor's Yard Specializing in the Display, Sale and Installation of Kitchen and Bath Cabinets, Countertops and Custom Woodworking**
A report of the Planning Division is attached for the consideration of Council.

Mover - Councillor S. Butland
Seconder - Councillor F. Manzo
Resolved that the report of the Planning Division dated 2010 01 11 concerning Application No. A-1-10-Z – Chantal & Nelio Quintinho – 1659 Second Line West be accepted and the Planning Director's recommendation that City Council approve the applicant's request and rezone the subject property from Rural Area to Rural Area with a Special Exception to permit a business specializing in the display, sale, and off-site installation of cabinets and countertops, subject to the following:
1) That any outdoor storage of materials or equipment associated with the use must be 100% visually screened from the street, and any abutting dwelling units, using vegetation, fencing, berming, or any combination be endorsed.

(c) **Proposed Growth Plan for Northern Ontario**

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

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that the report of the Planning Division dated 2010 01 11 concerning the Proposed Growth Plan for Northern Ontario be accepted and the Planning Director's recommendation that City Council receive this report as information be endorsed.

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

(a) **Ermatinger•Clergue National Historic Site Heritage Discovery Centre**

A report of the Chair, Historic Sites Board is attached for the consideration of Council.

Mover - Councillor J. Caicco

Seconder - Councillor F. Manzo

Resolved that the report of the Chair, Historic Sites Board dated 2010 01 11 concerning Heritage Discovery Centre be accepted and the recommendation that Council:

authorizes that the City enter into the agreement with Canadian Heritage Cultural Spaces for \$1.8 million toward the project; and

authorizes that the City enter into the agreement with NOHFC for \$1 million contribution toward the project; and

authorizes that the Historic Sites Board begin the Heritage Discovery Centre project; and

authorizes that should the remaining required project funding not be secured in a timely manner, that the Historic Sites Board be allowed to borrow the remaining required funding from the City with the commitment that the Board repay the funds as has been done with previous projects at the Ermatinger•Clergue National Historic Site; and

authorizes the issuing of the Request for Proposal for Architectural and Engineering Services for the Heritage Discover Centre Project; be approved.

The relevant By-laws 2010-13 and 2010-14 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(b) **Sault Ste. Marie City Council and Local Boards Code of Conduct**

A report of the Code of Conduct Committee is attached for the consideration of council.

Mover - Councillor S. Myers

Seconder - Councillor P. Mick

Resolved that the report of the Code of Conduct Committee dated 2010 01 11 concerning Sault Ste. Marie City Council and Local Boards Code of Conduct be

6. (8)(b) accepted and the recommendation that Council approve the Sault Ste. Marie City Council and Local Boards Code of Conduct dated January 2010, be approved.

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

(a) Mover - Councillor B. Hayes
Seconder - Councillor P. Mick

Whereas there are two significant organized swim clubs that use the John Rhodes facility, those being the Northern Storm Aquatic Club and the Sault Ste. Marie Aquatic Club; and

Whereas the Northern Storm Aquatic Club has been in existence for approximately two years and has comparable membership to the Sault Ste. Marie Aquatic Club; and

Whereas the Northern Storm Aquatic Club currently has allocated 7 hours per week of swim time in comparison to 14 hours per week for the Sault Ste. Marie Aquatic Club; and

Whereas the Northern Storm Aquatic Club has requested additional time for the provision of training for their club members; and

Whereas the time slots offered are not conducive to the efficient and equitable operation of the Northern Storm Aquatic Club, especially as it relates to the younger members with the time slot offered of 9:30 p.m. being far too late;

Now therefore be it resolved that appropriate City staff report back to Council in two weeks with a solution that would provide fair and equitable time to the two organized swim clubs; and

Further that City staff should consider in its report the overall operations of the John Rhodes pool in the solution as opposed to simply the current time allocation between the Northern Storm Aquatic Club and the Sault Ste. Marie Aquatic Club.

(b) Mover - Councillor J. Caicco
Seconder - Councillor S. Myers

Whereas in 2007, the Corporation had their permanent Port Facility Certificate status changed to an Occasional Use Facility Certificate; and

Whereas under the Occasional Use Certificate there is a cap of ten cruise ship stops that can be accommodated in a year; and

Whereas this resulted in two occasions where cruise ships had to be accommodated at the Purvis Dock in 2009; and

Whereas this will negatively affect our ability to grow this area of tourism for our community;

Now therefore be it resolved that the appropriate City staff report back to Council on the work and cost involved in attaining a Port Facility Security Certificate including a recommendation from both City staff and Tourism SSM on the benefits versus the costs of such an initiative.

7. (c) Mover - Councillor S. Myers
Seconder - Councillor J. Caiocco
Whereas the Conferences and Major Special Events Fund established by Council in 2008 with \$20,000 annually has proven to be a good process by which to evaluate support for large and small local events; and
Whereas the requirements for funding application and post event financial reporting has provided Council with consistent accountability and monitoring; and
Whereas Council is increasingly being asked for larger amounts of financial support for major events such as the Scotties Tournament of Hearts and Canadian Adult Recreation Hockey Association world tournament (CARHA); and
Whereas Council welcomes these events in order to maximize the use of Essar Centre and;
Whereas at this time Council cannot provide such funding from the Conferences and Major Special Events fund at its current level of \$20,000 annually;
Now Therefore be it resolved that the Council consider increasing the Conferences and Major Special Events fund by \$80,000 annually to a total annual fund of \$100,000 so that all requests for financial assistance for conferences and major special events can be directed to the funding process provided by the Conferences and Major Special Events fund; and
Further that this funding request BE REFERRED to the 2010 Budget for Council's consideration as a supplementary item, be approved.
- (d) A report entitled The Working 4 Utah Initiative – Performance Report is provided for the information of Council

Mover - Councillor S. Myers
Seconder - Councillor B. Hayes
Whereas City Council will soon be entering into discussion around the 2010 tax levy and will be seeking to find ways to reduce the budget and yet maintain essential services; and
Whereas last year, an informal request was made to the Chief Administrative Officer to review the impact of a reduced work week as a possible means of lowering the budget; and
Whereas this information would be helpful to Council along with a list of any high cost services that are considered non-essential to the daily health and well being of our citizens and by limiting such high cost services, could provide a further reduction in the cost of municipal operations;
Now therefore be it resolved that the Chief Administrative Officer report back to Council on these matters.
- (e) Mover - Councillor T. Sheehan
Seconder - Councillor S. Butland
Whereas proper procedures at City Council meetings are paramount to the

7. (e) success and flow of City Business; and
Whereas City Council recently approved amendments to Procedure By-law 99-100; and
Whereas members of City Council are now responsible for chairing meetings as the Acting Mayor on a one-month rotating basis if the Mayor is absent;
Now therefore be it resolved that City Council requests that City staff organize and deliver a training session on the rules and procedures of City Council meetings.

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) 2010-4 A by-law to authorize an agreement with the City and Public Works, Local No. 3 Canadian Union of Public Employees.
The agreement may be reviewed in the Clerk's Office.
- (b) 2010-6 A by-law to authorize a collective agreement between the City and the United Steel Workers of America (Transit) for the period February 1, 2009 to January 31, 2012.
The agreement may be reviewed in the Clerk's Office.
- (c) 2010-12 A by-law to authorize an agreement with the City and STEM Engineering Group Incorporated in connection with the design and contract administration of the rehabilitation/reconstruction of the deep bury culvert under North Street in the vicinity of Strand Avenue.
A report from the Director of Engineering Services is on the agenda.
- (d) 2010-13 A by-law to authorize an agreement with the City and the Minister of Canadian Heritage for the approval of the \$1.8 million contribution towards implementing the Heritage

- Discovery Centre Project.
- A report from the Chair of the Historic Sites Board is on the agenda.
- (e) 2010-14 A by-law to authorize an agreement with the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the approval of the \$1 million contribution towards implementing the Heritage Discovery Centre Project.
- A report from the Chair of the Historic Sites Board is on the agenda.
- (f) 2010-15 A by-law to authorize a contract with the City and Avery Construction Ltd. in connection with the supply of all materials, labour and equipment for the construction of an "active" landfill gas collection and management system for the Sault Ste. Marie Municipal Landfill (Contract 2009-18E).
- A report from the Land Development & Environmental Engineer is on the agenda.
- (g) 2010-16 A by-law to authorize an agreement between the City and M.R. Wright & Associates Co. Ltd. to provide Engineering Services for the rehabilitation of the two Root River Bridges on Great Northern Road north of Fourth Line.
- A report from the Director of Engineering Services is on the agenda.
- (h) 2010-18 A by-law to authorize a contract agreement between the City and the Canadian Union of Public Employees Local No. 3 – Community Services Department from February 1, 2009 to January 31, 2012.
- The agreement may be reviewed in the Clerk's Office.
- (i) 2010-19 A by-law to authorize a contract agreement between the City and the Canadian Union of Public Employees Local No. 67 – Day Care Group effective from June 1, 2009 to May 31, 2012.
- The agreement may be reviewed in the Clerk's Office.

APPOINTMENTS

- (j) 2010-9 A by-law to appoint Robert Rushworth as Manager of Emergency Medical Services.

OFFICIAL PLAN AMENDMENT

- (k) 2010-7 A by-law to adopt Amendment No. 169 to the Official Plan (Mageran).

PARKING

- (l) 2010-11 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.

PROPERTY SALE

- (m) 2010-10 A by-law to authorize the conveyance of 15.3 acres at the southeast corner of Base Line and Leigh's Bay Road to Elementa Group Inc. or such other person or companies as directed.

A report from the City Solicitor is on the agenda.

STREETS

- (n) 2010-3 A by-law to re-adopt Official Street Names List.

TEMPORARY STREET CLOSING

- (o) 2010-5 A by-law to permit the temporary closing of lower Lake Street from Queen Street and Shore Drive to facilitate various Bon Soo Events.

TRAFFIC

- (p) 2010-1 A by-law to consolidate amendments to Traffic By-law 77-200.

- (q) 2010-20 A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Wilcox Avenue.

A report from the Commissioner of Public Works and Transportation is on the agenda.

ZONING

- (r) 2010-8 A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at Civic No. 574 Airport Road (Mageran)

By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority

LOCAL IMPROVEMENTS

- (s) 2010-17 A by-law to authorize the construction of Class "A" Pavement on South Market Street from Boundary Road to Chambers Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06.

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor J. Caicco

Seconder - Councillor F. Manzo

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 12 07

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowswell (illness)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, N. Apostle, J. Elliott, B. Freiburger, J. Dolcetti, N. Fera, T. Zachary, R. Graham, M. Zuppa, J. Luszka, P. Niro, M. Provenzano, D. McConnell, M. Wozny

1. ADOPTION OF MINUTES

Moved by Councillor F. Manzo

Seconded by Councillor J. Caicco

Resolved that the Minutes of the Regular Council Meeting of 2009 11 23 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by Councillor F. Manzo

Seconded by Councillor S. Butland

Resolved that the Agenda for the 2009 12 07 City Council Meeting as presented be approved. CARRIED.

Moved by Councillor F. Manzo

Seconded by Councillor S. Butland

Resolved that the Addendum for the 2009 12 07 City Council Meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Rosealie Graham, Tourism Sault Ste. Marie; and the Director, Producer and film crew of DViant Films Inc. were in attendance to address Council concerning a film currently being shot in Sault Ste. Marie known as "Longfellow".
- (b) Diana Taranto, Chair, Community Christmas for Children was in attendance concerning Proclamation – Community Christmas for Children.
- (c) Susan Taylor was in attendance to receive the Good Samaritan Award from City Council.
- (d) Tom Walls was in attendance concerning agenda item 6.(6)(a).
- (e) Mark Mageran was in attendance concerning agenda item 6.(6)(b).

PART ONE – CONSENT AGENDA

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

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

Resolved that all the items listed under date 2009 12 07 – Part One – Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO and OGRA was received by Council.
- (b) Correspondence from the City of St. Catharines (concerning the Royal Canadian Legion being exempt from GST on purchases of red lapel poppies); Township of Madawaska Valley (concerning a request for provincial funding for its water treatment plant and concerning assessment values); and Ministry of Energy and Infrastructure (concerning tracking Ontario's Infrastructure Stimulus Projects online) was received by Council.
- (c) The letter from Recycling Council of Ontario to Councillor Steve Butland thanking the City for its commitment to the Shopper Loyalty Reusable Bag Pilot Project was received by Council.
- (d) Correspondence from the Foundation for the Study of Process of Government in Canada concerning a Forum for Young Canadians was received by Council.
- (e) The Outstanding Council Resolutions List as of November 23, 2009 was received by Council.

5. (f) **Proposed Harmonized Sales Tax**
The report of the Commissioner of Finance and Treasurer was received by Council.
- Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Proposed Harmonized Sales Tax be received as information. CARRIED.
- (g) **Mayor and Council Travel Expenses – January 1 to September 30, 2009**
The report of the Commissioner of Finance and Treasurer was received by Council.
- Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Mayor and Council Travel Expenses for the Period January 1 to September 30, 2009 be received as information. CARRIED.
- (h) **Borrowing By-laws for 2010**
The report of the Commissioner of Finance and Treasurer was accepted by Council. The relevant By-laws 2009-189 and 2009-200 are listed under Item 10 of the Minutes.
- (i) **Financial Report @ September 30, 2009**
The report of the Commissioner of Finance and Treasurer was received by Council.
- Moved by Councillor F. Manzo
Seconded by Councillor S. Butland
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 12 07 concerning Financial Report @ September 30, 2009 be received as information. CARRIED.
- (j) **Acquisition of an Enterprise Data Backup and Restore Solution**
The report of the Manager, Information Technology Division was accepted by Council.

5. (j) Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that the report of the Manager, Information Technology Division dated 2009 12 07 concerning Acquisition of an Enterprise Data Backup and Restore Solution be accepted and the recommendation to award the purchase of the Enterprise Data Backup and Restore Solution for the Corporation for both the software and hardware components to i365/EVault-Seagate at the quoted price of \$55,514.00 plus taxes with funds to come from the Electronic Reserve be approved. CARRIED.
- (k) **Supportive Resolution to City of Greater Sudbury – Proposed “Workplace Fatalities Family Bill of Rights” (#2009-251 June 10, 2009)**
The report of the Commissioner of Human Resources was accepted by Council.
Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Whereas the City of Greater Sudbury passed resolution 2009-251 on June 10, 2009 with respect to a Family Bill of Rights and requested the support of its resolution from the City of Sault Ste. Marie; and
Whereas the Council of the City of Sault Ste. Marie lends its support to a proposed Workplace Family Bill of Rights subject to:
 1. that the Bill of Rights be specifically directed at the Ministry of Labour; and
 2. that the legal and constitutional rights of all those involved in an investigation are not compromised; and
 3. that the Bill of Rights encourages the Ministry of Labour to allow more information to be provided to the relatives of a deceased or seriously injured worker as far as reasonably possible without compromising the integrity of the investigation; and
 4. that acknowledges the right of family members to appoint a representative on their behalf in such an investigation with the Ministry of Labour; and

Further resolved that a copy of this resolution be forwarded to the Honourable Peter Fonseca, Minister of Labour and to the City of Greater Sudbury. CARRIED.

(l) **Collective Bargaining – February 1, 2010 to January 31, 2011 – Memorandum of Settlement – Sault Ste. Marie Fire Fighters Association**
The report of the Commissioner of Human Resources was accepted by Council.

5. (l) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that the report of the Manager of Human Resources dated 2009 12 07 concerning Collective Bargaining - February 1, 2010 to January 31, 2011 - Memorandum of Settlement be accepted and further that the Memorandum of Settlement for Sault Ste. Marie Fire Fighters Association and the City of Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council meeting be approved. CARRIED.
- (m) **2010 Olympic Torch Relay Celebration**
The report of the Marketing and Events Manager/Co-Chair Olympic Torch Relay Task Force was accepted by Council. The relevant By-law 2009-210 for a temporary street closing on Queen Street in conjunction with the Torch Relay is listed under item 10 of the Minutes.

Moved by Councillor F. Manzo
Seconded by Councillor S. Butland
Resolved that the report of the Marketing and Events Manager/Co-Chair Olympic Torch Relay Task Force dated 2009 12 07 concerning 2010 Olympic Torch Relay Celebration be received as information and further that \$5,000.00 be allocated to this event to assist with offsetting a fireworks display with funds to come from the International Family Fun Night budget be approved. CARRIED.
- (n) **Essar Centre – 2008 Annual Report**
The report of the Commissioner of Community Services was received by Council.

Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that the report of the Commissioner of Community Services dated 2009 12 07 concerning Essar Centre 2008 Annual Report be received as information. CARRIED.
- (o) **Outdoor Ice Rinks Committee - Update**
The report of the Commissioner of Community Services was accepted by Council.

5. (o) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that the report of the Commissioner of Community Services dated 2009 12 07 concerning Outdoor Ice Rinks Committee Update be accepted and the recommendation that Council authorize staff entering into partnerships with Tarentorus, Grandview and St. Pius X elementary schools in order to provide outdoor rinks at these schools and that the City's partnership level consist of the supply of the rink boards; and further that the initial cost of supplying the rink boards estimated at \$5,000.00 be funded from the 5% Sub-Dividers Reserve account, be approved. CARRIED.

Councillor L. Turco declared a pecuniary interest – spouse is a trustee on Huron-Superior Catholic District School Board.
- (p) **Sault Ste. Marie Municipal Heritage Committee – Designated Property Grant – Abitibi Head Office (St. Marys Paper) – 75 Huron Street**
The report of the Manager of Recreation and Culture on behalf of the Sault Ste. Marie Municipal Heritage Committee was accepted by Council.

Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that the report of the Manager of Recreation and Culture on behalf of the Sault Ste. Marie Municipal Heritage Committee dated 2009 12 07 concerning Designated Property Grant - Abitibi Head Office (St. Marys Paper) 75 Huron Street be accepted and the recommendation that Council authorize a grant of \$3,000.00 to St. Marys Paper Corporation for the installation of heat trace cables on the north roof of the office building at 75 Huron Street, Abitibi Head Office, a designated building under Part IV of the Ontario Heritage Act with funds to come from the Designated Property Grant account be approved. CARRIED.
- (q) **Solar Project – Opportunity Under the Green Energy and Green Economy Act**
The report of the Environmental Initiatives Coordinator was received by Council.

Moved by Councillor F. Manzo
Seconded by Councillor S. Butland
Resolved that the report of the Environmental Initiatives Coordinator dated 2009 12 07 concerning Solar Project – Opportunity Under the Green Energy and Green Economy Act be received as information. CARRIED.
- (r) **Millennium Court – Repair of Sanitary Laterals – Contract 2009-7E – Miscellaneous Paving**
The report of the Director of Engineering Services was accepted by Council.

5. (r) Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that the report of the Director of Engineering Services dated 2009 12 07 concerning Millennium Court - Repair of Sanitary Laterals - Contract 2009-7E - Miscellaneous Paving be accepted and the recommendation that Council authorize the repair of the deficient sanitary laterals on Millennium Court in 2009 and the completion of restoration in 2010 as a change order under Contract 2009-7E with Elwood Robinson, with funding to come from the sewer surcharge, be approved. CARRIED.
- (s) **Reconstruction of Wellington Street East Engineering Services - Revised Engineering Agreement**
The report of the Design and Construction Engineer was accepted by Council.
Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Resolved that the report of the Design and Construction Engineer dated 2009 12 07 concerning Reconstruction of Wellington Street East Engineering Services - Revised Engineering Agreement be accepted and the recommendation that Council authorize the additional fee of \$95,000.00 to provide for a new upset limit of \$965,000.00 for the Wellington Street East project within the approved budget for this project be approved. CARRIED.
- (t) **Landfill Contracts – 2009-16E and 2009-17E – (1) Methane Monitoring and Mitigation; and (2) Forcemain Flushing Connections**
The report of the Land Development and Environmental Engineer was accepted by Council. The relevant By-laws 2009-208 and 2009-209 are listed under Item 10 of the Minutes.
- (u) **Agreement With Molson Canada 2005 for Pouring Rights at the Essar Centre**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-206 is listed under Item 10 of the Minutes.
- (v) **Appointment of By-law Enforcement Officers for the Snowmobile Trail Officer Patrol Program**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-199 is listed under Item 10 of the Minutes.
- (w) **Proposed Lease With Roger's Communications Inc. to Permit a Cell Phone Tower on City Property (No. 2 Fire Hall) at 363 Second Line West**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-203 is listed under Item 10 of the Minutes.

5. (x) **Request From Elementa Group to Purchase From the City Approximately 22 Acres of Property at the Southeast Corner of Base Line and Leigh's Bay Road**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-211 is listed under Item 10 of the Minutes.
- (y) **Proposed Growth Plan for Northern Ontario**
The report of the Planning Division was accepted by Council.

Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that the report of the Planning Division dated 2009 12 07 concerning the Proposed Growth Plan for Northern Ontario be accepted and the Planning Director's recommendation that City Council receive this report as information be endorsed. CARRIED.
- (z) **Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent - Request to Permit One Additional Dwelling Unit Within the Existing Residence – January 11, 2010 – New Hearing Date**
The report of the Planning Division was received by Council.

Moved by Councillor F. Manzo
Seconded by Councillor S. Butland
Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-23-09-Z – John Millar – 61 Glengary Gate Crescent be accepted and the Planning Director's recommendation that City Council accept this report as information be endorsed. CARRIED.
- (aa) **Council Travel**

Moved by Councillor O. Grandinetti
Seconded by Councillor J. Caicco
Resolved that Councillor Lou Turco be authorized to travel to a FONOM Board Meeting being held in North Bay, Ontario (2 days in December) at no cost to the City. CARRIED.
- (bb) **Engineering Services – Hub Trail Construction – Fort Creek Conservation Area – Clerque Park and Current Hospital Site Sections**
The report of the Planning Division was accepted by Council. The relevant By-laws 2009-202 and 2009-214 are listed under Item 10 of the Minutes.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

(a) Application No. A-24-09-Z – Thomas and Susanne Walls – 394 Pine Shore Drive – Request to Rezone to Facilitate the Construction of a Single Detached Dwelling

The report of the Planning Division was accepted by Council.

Moved by Councillor O. Grandinetti

Seconded by Councillor J. Caicco

Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-24-09-Z – Thomas and Susanne Walls – 394 Pine Shore Drive be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "PR" (Parks and Recreation) zone to "R.1.S" (Estate Residential) zone with a Special Exception requiring that access to the subject property be from Pointe Aux Pins Drive be endorsed. CARRIED.

(b) Application No. A-27-09-Z.OP – Mark Mageran – 574 Airport Road – Request to Rezone to Permit the Development of a Recreational Vehicle Resort

The report of the Planning Division was accepted by Council.

Moved by Councillor O. Grandinetti

Seconded by Councillor S. Butland

Resolved that the report of the Planning Division dated 2009 12 07 concerning Application No. A-27-09-Z.OP – Mark Mageran – 574 Airport Road be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from Rural Area with a Special Exception (243) to Rural Area with an amended Special Exception (243) to permit an RV Resort with no more than 8 trailers, subject to the following special regulations to be applied to the RV Resort and Personal Storage Uses only, subject to the 5 conditions contained in the report, be endorsed. CARRIED.

6. (8) BOARDS AND COMMITTEES

(a) City of Sault Ste. Marie Centennial Celebration 1912 – 2012

The report of the Co-Chairs, Centennial Celebrations Working Committee was accepted by Council.

6. (8)
(a) Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan
Resolved that the report of the Co-Chairs, Centennial Celebrations Working Committee dated 2009 12 07 concerning City of Sault Ste. Marie Centennial Celebrations 1912 – 2012 be accepted and the recommendation that Council authorize undertaking a Sault Ste. Marie 100th Anniversary Celebration of events; and further that Council approve project funding in the amount of \$65,000.00 per year over the next 3 years (2010, 2011, and 2012) for a total project budget of \$195,000.00 be approved. CARRIED.

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

- (a) Moved by Councillor T. Sheehan
Seconded by Councillor P. Mick
Whereas City Council recently discussed the merit of implementing either a rotating "Acting Mayor" or rotating "Deputy Mayor";
Now therefore be it resolved that the City Clerk's Department and Legal Department report back to Council on defining the different roles and responsibilities for these two positions. (TABLED TO A FUTURE MEETING)
OFFICIALLY READ NOT DEALT WITH.
- (b) Moved by Councillor P. Mick
Seconded by Councillor S. Myers
Whereas City high school football champions, the Sir James Dunn Eagles defeated North Bay and Sudbury champions enroute to their 2009 NOSSA championship; and
Whereas Sir James Dunn Eagles defeated Thunder Bay's Sir Winston Churchill Trojans 34 - 7 at Rogers Centre in Toronto on Wednesday, November 25, 2009 making them the Northern Bowl champions;
Now therefore be it resolved that this Council on behalf of the City of Sault Ste. Marie congratulates the Sir James Dunn Eagles on their victory and fine showing at the Northern Bowl. CARRIED.
- (c) Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan
Whereas a recent development in the area north of Algoma University has created a roadway off the east end of Mark Street into the University; and
Whereas there is a great deal of pedestrian traffic in the area and it is near to Anna McCrea Elementary School;
Now therefore be it resolved that the appropriate City Staff look into the safety of this area related to the lighting and report back to Council within two months with a recommendation and costs to address this issue. CARRIED.

7. (d) Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan
Whereas the single lane behind several business and residences north of Queen Street between Pim Street and Church Street is unlit at the entrance and presents a hazard at night and serves as access to several properties; and
Whereas there has been a request to install appropriate lighting to enhance the safety of said laneway;
Now therefore be it resolved that City Council requests the P.U.C. to review this request for lighting for this travelled laneway and report back to Council. CARRIED.
- (e) Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan
Whereas Biggins Avenue is a very narrow and old residential street and most houses do not have a front yard; and
Whereas the speed limit is the same as any other residential street; and
Whereas the street is changing to young families and there is a concern around safety with current speed limits;
Now therefore be it resolved that the appropriate staff review this situation with a request to reduce speed limits on Biggins Avenue and report back to Council within two months. CARRIED.
- (f) Moved by Councillor P. Mick
Seconded by Councillor B. Hayes
Whereas the eastbound lane on McNabb, turning into Manitou Drive narrows to one lane and veers toward westbound traffic; and
Whereas westbound traffic often does not follow their lane; and
Whereas the designated lanes may soon be snow covered; and
Whereas there have already been some near mishaps;
Therefore be it resolved that the appropriate City departments consider the situation and hopefully come up with a suitable solution to this hazard at Manitou Drive and McNabb Street and report back to Council. 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 F. Manzo
Seconded by Councillor J. Caicco
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 12 07 be approved. CARRIED.

10. (a) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-189 being a by-law to authorize the borrowing of \$10,000,000.00 to meet current expenditures until taxes are collected be passed in Open Council this 7th day of December, 2009. CARRIED.
- (b) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-199 being a by-law to appoint by-law enforcement officers to enforce by-law 69-6 as amended, being a by-law to prohibit the operation of motorized snow vehicles on highways be passed Open Council this 7th day of December, 2009. CARRIED.
- (c) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-200 being a by-law to authorize the borrowing of \$15,000,000.00 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$5,200,000.00 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in Open Council this 7th day of December, 2009. CARRIED.
- (d) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-202 being a by-law to authorize an agreement between the City and Kresin Engineering Inc. for the purposes of constructing the Hub Trail extending from Second Line through the Fort Creek Conservation Area to Third Line be passed in Open Council this 7th day of December, 2009. CARRIED.
- (e) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-203 being a by-law to authorize a lease between the City as Landlord and Rogers Communications Inc. as Tenant for the property located at No. 2 Fire Hall at 363 Second Line West be passed in Open Council this 7th day of December, 2009. CARRIED.
- (f) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-204 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be passed in Open Council this 7th day of December, 2009. CARRIED.

10. (g) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-205 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 passed in Open Council this 7th day of December, 2009. CARRIED.
- (h) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-206 being a by-law to authorize the execution of an agreement between the City and Molson Canada 2005 for the pouring rights at the Essar Centre be passed in Open Council this 7th day of December, 2009. CARRIED.
- (i) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-207 being a by-law to amend Sault Ste. Marie Zoning by-laws 2005-150 and 2005-151 regarding lands located at 394 Pine Shore Drive (Walls) be passed in Open Council this 7th day of December, 2009. CARRIED.
- (j) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-208 being a by-law to authorize a contract between the City and S & T Electrical Contractors Limited for the supply and installation of a methane monitoring and mitigation system (Contract 2009-16E) be passed in Open Council this 7th day of December, 2009. CARRIED.
- (k) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-209 being a by-law to authorize a contract between the City and Avery Construction Ltd. for the supply and installation of five forcemain flushing connections (Contract 2009-17E) be passed in Open Council this 7th day of December, 2009. CARRIED.
- (l) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-210 being a by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on January 2, 2010 to facilitate the Olympic Torch Relay Event be passed in Open Council this 7th day of December, 2009. CARRIED.

10. (m) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-211 being a by-law to authorize the conveyance of 22.49 acres at the southeast corner of Base Line and Leigh's Bay Road to Elementa Group or such other person or companies as directed be passed in Open Council this 7th day of December, 2009. CARRIED.
- (n) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-212 being a by-law to authorize an agreement between the City and the Amalgamated Transportation Union (Local 1767) for the term commencing February 1, 2009 to January 31, 2012 be passed in Open Council this 7th day of December, 2009. CARRIED.
- (o) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-213 being a by-law to authorize an agreement between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2009 to January 31, 2012 be passed in Open Council this 7th day of December, 2009. CARRIED.
- (p) Moved by Councillor F. Manzo
Seconded by Councillor J. Caicco
Resolved that By-law 2009-214 being a by-law to authorize an agreement between the City and Kresin Engineering Inc. for the purposes of constructing the Hub Trail for the Waterfront Trail extension from Clergue Park to the east side of the Sault Area Hospital at Queen Street be passed in Open Council this 7th day of December, 2009. CARRIED.

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

12. **ADJOURNMENT**

Moved by Councillor F. Manzo
Seconded by Councillor S. Butland
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

5(a)



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MEMBER COMMUNICATION

ALERT N°: 09/087

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

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

ALERT

Ontario Municipal Partnership Fund (OMPF) Allocations Announcement

Issue: The Ministry of Finance is today confirming individual municipal allocations for 2010.

The provincial government has announced Ontario Municipal Partnership Fund (OMPF) allocations to eligible municipalities on the Ministry of Finance website. Letters to heads of council and treasurers are also being mailed at this time. The Ministry's website is <http://www.fin.gov.on.ca/en/budget/ompf/2010/>.

The OMPF is a critical provincial funding program which assists municipalities with social program costs, equalization, policing costs, and assists northern and rural communities to provide services to citizens. For 2010, 382 municipalities will receive \$625 million in OMPF funding and the social assistance benefit uploads are valued at \$570 million. Some data elements and thresholds have been updated but the OMPF formula remains as it did for 2009.

One important component of the Fund which is of concern for 2010 is the issue of mitigation funding. Last year the provincial government signaled to municipalities that mitigation funding would not be provided in 2010.

In 2010, mitigation funding (will be known as the Transitional Assistance Guarantee) will total \$25 million (or 4% of the total OMPF allocation). This does not represent full mitigation funding. It will be distributed to 105 municipalities. This is a better outcome than the government's 2009 announced intention of not providing any mitigation during a period of very limited provincial resources. However, it will also mean that some municipalities will be affected with an equivalent tax impact of \$30 per household on average, and for some, up to \$85 per household.

The Calculation of the Transitional Assistance Guarantee

Mitigation funding in 2010 is being calculated as a percentage of the 2009 Combined Benefit. The Combined Benefit is both a municipality's OMPF allocation and the value of the uploaded ODB and ODSP program costs in 2009.

Municipalities in Southern Ontario (outside of the GTA) will receive 80% of the difference between the 2009 and 2010 Combined Benefits.

Municipalities in Northern Ontario will receive 95% of the difference between the 2009 and 2010 Combined Benefits.

In addition, the maximum mitigation impact for any one municipality is capped at \$2.5 million.

Background

AMO representatives, who included a number of senior municipal treasurers and officials, met with provincial officials to review the OMPF this past summer. AMO's position throughout these discussions was that no municipality should receive any less funding in future years. The 2010 OMPF allocation, as announced today, does not represent AMO's position.

In 2009, mitigation funding (known as the Combined Benefit Stable Funding Guarantee) was valued at \$70 million (or 9% of the total OMPF allocation). It was been distributed to 177 municipalities in 2009 and has been provided on an annual basis since 2005.

AMO was able to secure the Stable Funding Guarantee for 2009 as part of the Provincial-Municipal Fiscal and Service Delivery Review. During late summer and fall, AMO staff has contacted CAOs or Treasurers in every potentially affected municipality to ensure they understood the OMPF funding risk for 2010 and in support of Council advocacy with local MPPs. The government has made it clear that this mitigation funding is available for 2010 only.

AMO looks forward to the Ministry of Finance completing the normal annual reconciliation of social service costs which is a key feature of the OMPF.

Action:

AMO is waiting for more information from the Ministry of Finance including a per municipality breakdown of the OMPF impacts. AMO's detailed review of these numbers will continue.

For more information please visit <http://www.fin.gov.on.ca/en/budget/ompf/2010/>.

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

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2010 Urban Symposium

April 12 -13, 2010

Lincoln Alexander Theatre

Hamilton, Ontario

AMO's third annual Urban Symposium will explore the challenges and opportunities of urban issues. Past speakers at this exclusive event have included:

- New York Urban writer, Adam Gopnik
- Journalist and Diplomat, Pamela Wallin
- Amsterdam's Urban Planner, Ton Schaap

Join over 100 of Ontario's Urban thinkers, elected officials, municipal and provincial staff for presentations and discussions on how Ontario's Urban centres are Connecting Citizens.

The Symposium will showcase ideas and initiatives related to:

- Sustainable City Living
- Urban Mobility
- The Culture of Cities
- Emerging Challenges of Urban Growth
- and much more...

Ideas and presentations listed above are subject to change. Up-to-date programming information can be found on the AMO website at www.amo.on.ca

Last year's Urban Symposium in Brampton was a great success. Don't miss this unique opportunity - register online or via the attached PDF registration form today.

Questions? Please contact Nav Dhalialiwal, Special Events Coordinator at ndhalialiwal@amo.on.ca or 416.971.9856 ext. 344 or Toll-Free at 1.877.426.6527



www.amo.on.ca

5(a)



2010 Urban Symposium | April 12 -13, 2010

Lincoln Alexander Theatre, Hamilton, Ontario

REGISTRATION FORM

PLEASE PRINT IN BLOCK LETTERS

Last Name: _____

First Name: _____

Title or Function: _____

Municipality/Organization: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Tel: _____ Fax: _____ E-mail: _____

REGISTRATION FEES (does not include hotel accomodation *)

	Early Bird Until Mar. 9	Regular After Mar. 9	Amount
AMO Member	\$ 495.00	\$ 505.00	\$ _____
Provincial/Federal Government	\$ 505.00	\$ 515.00	\$ _____
Non-member	\$ 515.00	\$ 525.00	\$ _____
		5% GST	\$ _____
		TOTAL DUE	\$ _____

PAYMENT METHOD

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

Refund Policy: Cancellations must be made in writing and received by AMO no later than March 19, 2010. An administration fee of \$ 75.00 + 5% GST (\$78.75) will apply. Cancellations received after March 19, 2009 will not be refunded.

PLEASE SEND COMPLETED REGISTRATION FORM TO:

Association of Municipalities of Ontario
 200 University Avenue, Suite 801,
 Toronto, ON., M5H 3C6
 Fax: (416) 971-6191

*The official hotel for the Symposium is the Crowne Plaza Hamilton, located at 50 King Street East, Hamilton, Ontario, L8N 1B2

Special room rates have been negotiated at the hotel and reservations can be made directly by calling reservations at 1.888.528.3451.

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5(a)

MEMBER COMMUNICATION

ALERT N°: 09/086

ALERT

To the attention of the Clerk and Council
December 9, 2009

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

PROPOSED ENERGY CONSUMER PROTECTION ACT

Issue:

The Province introduced new legislation today that intends to protect consumers from hidden contract costs, provide greater fairness and transparency on rate comparisons.

Background:

Utility rates and retailer operations are approved and licensed by the Ontario Energy Board (OEB). O. Reg 200/02 under the *Ontario Energy Board Act*, 1998, includes a fairly lengthy list of acts or omissions of a retailer of electricity or gas marketer that are considered unfair related to utility rates, contract terms and details, as well as contract renewals, extensions, and cancellations. In addition, the OEB sets out "Fair Marketing Practices" in the *Electricity Retailer Code of Conduct* and the *Code of Conduct for Gas Marketers*.

The OEB also created a Retail Compliance Plan (RCP) in early 2009 to verify that licensed electricity retailers and natural gas marketers are in compliance with their legal and regulatory obligations. Throughout the spring and summer OEB staff conducted inspections of selected electricity retailers and natural gas marketers — focusing on contract management and sales agent training and monitoring. OEB staff have completed their inspections and have issued a Retail Compliance Plan Staff Report. A number of energy retailers have been investigated and fined in 2009 as part of this work.

The proposed legislation attempts to build on lessons learned from the OEB Retail Compliance Plan exercises and to address concerns that have been commonly voiced in consumer complaints.

In addition, the proposed Act intends to enable tenants to be directly financially responsible for the amount of energy that they use by encouraging suite-metering. The Province has already moved forward to enable individual suite metering in condominiums whereas the next phase aims to target the 1.3 million residential rental units in Ontario -- 1.05 million of which are in the private rental market and 262,000 are social housing and assisted units.



Finally, the new legislation would also provide the government authority to establish specific requirements for energy and suite-metering companies to follow with regard to disconnections and security deposits, which could include:

- Requirements that utilities and suite metering companies need to meet for disconnections including: black-out periods (e.g., winter months); special medical reasons (e.g., disability, death of a spouse); and
- Prescribed reductions (or waivers) of security deposits for vulnerable consumers who are recipients of energy assistance from government or other sources such as the Winter Warmth Program.

What the proposed *Energy Consumer Protection Act, 2009*, means for municipal governments:

1. Consolidating and strengthening standards for energy retailers:

Municipalities that have contracts with energy retailers or that participate in purchasing co-operatives may be impacted by the proposed changes. These changes do enhance consumer protection for the most part but two clauses may negatively impact certain public sector energy procurement practices without necessarily improving consumer protection: eliminating evergreen renewals and mandating the exact price of a commodity to be delivered in the contract. The former will result in an unnecessary administrative burden and expense while the latter change threatens to severely restrict well-established procurement and hedging strategies to the detriment of municipal energy consumption and utility rates.

AMO has offered similar early comments to the Minister and will pursue them further as the pertinent regulations are developed to ensure that municipal and other broader public sector (BPS) partners' procurement efforts are not negatively impacted.

2. Removing impediments to metering in multi-residential buildings:

The costs of individual suite-metering to municipal housing providers and service managers would be high due to extensive and costly rewiring of units. As a result, AMO is pleased that the Province is not planning to make this mandatory for existing facilities, and the Association will seek exemption for any new social housing stock. AMO is also concerned with the logistics of proposed rent decreases as they will have to be made up by the landlord (i.e. the municipality), and tenants are generally struggling with a range of issues the least of which may be energy conservation.

3. Developing a policy regime to protect low-income, vulnerable consumers:

The proposed changes to disconnection and security deposit policies will affect local distribution companies directly but will not impact municipalities per se.

AMO strongly supports moves to enhance the protection of low-income consumers and pledges to work with the Ministry on reaching the LDC community during the development of the pertinent regulations.

Actions: For information.

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

5(a)



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MEMBER COMMUNICATION

ALERT N°: 09/085

ALERT

To the attention of the Clerk and Council
December 8, 2009

The Auditor General's 2009 Report Highlights Human Services Spending and Bridge Infrastructure

Issue: The Auditor General's 2009 report examines value-for-money in the administration of human services programs and safety inspections of bridges, including municipally owned structures.

Background:

Every year the Auditor General of Ontario, Jim McCarter, examines selected provincial programs and services. His 2009 annual report, released on December 7, 2009 contains findings and recommendations that touch municipal governments (Consolidated Municipal Service Managers (CMSMs) that deliver Ontario Works and Social Housing. The report also examined accountability and information gaps relating to municipal bridge inspections.

Ontario Works:

Determination of eligible recipients for Ontario Works and efficiency in the administration of the program were part of the review along with an audit of three CMSMs for the period of 2007/08 and 2008/09.

The summary of McCarter's findings support concerns that AMO and others have raised consistently regarding the complexity of the provincial program. The key findings include:

- Concerns with the confirmation of eligibility;
- An increase in unrecovered overpayments of 45% since 2002;
- Reliability of the Service Delivery Model technology.

Ontario Works administration funding is cost-shared by the Province and municipalities notionally on 50:50 basis but a cap on provincial funding many years ago. Current caseloads are comprised on a significant number of hard to serve clients. This coupled with increasing caseloads due to the economic down turn means even more expenditure challenges for municipalities.

The pressures identified by the Auditor demonstrate the need to develop a streamlined and responsive program that focuses on outcomes for recipients. AMO is currently working with the province on implementing the recommendation from the Provincial Municipal Fiscal and Service Delivery Review (PMFSDR) on principles for the future allocation of administrative funding for Ontario works and looks forward to working with the province on streamlining the rules so that resources can be invested in people while ensuring appropriated administrative oversight is in place.

It should be noted, the percentage increase in unrecovered overpayments reflect a historical accumulation of all unrecovered overpayments across all CMSMs. This can include overpayments not recovered under the General Welfare Act.

Social Housing:

The audit focused on the provincial role in maintaining sufficient social housing units in partnership with municipalities and the federal government and whether funds for social housing programs are efficiently managed.

The findings identify:

- The provincial government is accountable for providing well maintained and sufficient social housing across the province—despite the fact municipalities have primary funding and administrative responsibilities.
- Significant challenges exist for municipalities in maintaining the existing social housing stock, this will be exacerbated through declining federal funding; and
- Programs and legislation must be better coordinated and more responsive to local needs and capacities.

The auditor's recommendations support AMO's advocacy on these matters. The PMFSDR specifically identified that changes must be made to the legislative and programmatic relationships so municipal governments can deliver housing in ways that make sense for their communities. These types of changes will likely find cost savings but, for the long term, as identified by the Auditor, the province needs to be a funding partner. It is also important that the government and municipalities continue to work together to get the federal government engaged in long term funding of affordable housing. AMO and the Minister of Housing are doing just that through a variety of advocacy approaches, as is FCM.

Bridges:

The Auditor primarily examined bridge assets owned by the province and its inspections on provincial bridges. The report also identified some gaps in aggregate information on municipal bridge asset conditions across Ontario due to the lack of a unified municipal database system. The report also noted a backlog of rehabilitation work in many municipalities.

However, the Auditor General's report also notes that while municipalities have responsibility for 80 per cent of Ontario's bridges, of the municipalities that responded to their survey accounting for approximately 7,300 of 12,000 municipal bridges, 90 per cent rated their bridges in good to fair condition. The report also noted many concerns shared by municipalities regarding long-term, sustainable infrastructure funding, and challenges related to maintaining assets in municipalities with small property tax assessment bases.

Ontario municipalities own more infrastructure assets than any other order of government in the province. Last year, the PMFSDR found that despite municipal capital spending of over \$7.9 billion in 2008, an additional \$6 billion a year for ten years would be needed to close the infrastructure deficit and bring municipal infrastructure systems into a state of good repair.

ALERT

The ongoing uploading by the province for major social services costs and various infrastructure programs, most with limited time lines, are helping with municipal capacity to make progress on the infrastructure deficit, however the gap will remain for years. Ontario municipalities cannot make up the infrastructure deficit alone and must have long-term, sustainable and predictable infrastructure funding programs from the federal and provincial governments to support these priorities.

AMO has begun work with the Ministry of Transportation on a review of municipal roads and bridges as agreed in the PMFSDR final report. The objectives of the review are to examine road and bridge responsibilities and funding arrangements in Ontario.

AMO will continue to inform members of the work of these groups and to advocate for long-term, sustainable infrastructure funding on behalf of Ontario municipalities.

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

5(a)



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E-mail: amo@amo.on.ca

MEMBER COMMUNICATION

ALERT N°: 09/084

To the attention of the Clerk and Council
December 4, 2009

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

ALERT

Passage of Good Government Act, 2009 Means New Municipal Elections Rules to Take Effect

Issue:

On Thursday December 3, 2009 the *Good Government Act, 2009* was carried on Third Reading.

Background:

On October 27, 2009 the Honourable Chris Bentley, Attorney General introduced a bill which would amend the *Municipal Elections Act, 1996*. Following debate in the Legislature and consideration by the Standing Committee on Finance and Economic Affairs this fall, the Act was passed yesterday. Proclamation and the necessary regulations are expected shortly.

Major changes include:

Date Change – Elections will now be held on the fourth Monday of October. The next municipal election will be held on October 25, 2010.

Campaign Financing – The existing surpluses of municipal candidates may be used for 2010 only. In future elections, surpluses will go to the municipality. Fundraising limits are now increased to 85 cents per elector and there is now a new contribution limit of \$5,000 per contributor in each jurisdiction. Financial reporting requirements for candidates are also enhanced. In addition, audit and accounting fees will now be excluded from a candidate's spending limit. This amendment to the original bill was made during the Standing Committee's review.

Compliance Audits – All municipal councils will now be responsible for appointing citizens to Compliance Committees of 3-7 citizens. These committees will address issues related to a candidate's election campaign finances.

AMO is pleased to see many of its recommendations adopted in the Act.

Action: For your information.

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

5(a)



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MEMBER COMMUNICATION

ALERT N°: 09/084

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To the attention of the Clerk and Council
December 4, 2009

FOR MORE INFORMATION CONTACT:
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AMO is pleased to see many of its recommendations adopted in the Act.

Action: For your information.

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

Donna Irving

From: Vonda Croissant [fonom_info@hotmail.com]
Sent: December 06, 2009 3:30 PM
To: dhalcrow@city.elliottlake.on.ca; scasey@dubreuilville.ca; info@hiltonbeach.com; Donna Irving; crray@wawa.cc; smith.hpayne@xplornet.com; twpmacd@onlink.net; tarbutttownship@bellnet.ca; plumbwsp@onlink.net; bcoughlin@twp.prince.on.ca; stjosephwp@bellnet.ca; winniempl@onlink.net; townthess@bellnet.ca; hiltontownship@xplornet.com; j.fratesi (internet); brucemines@bellnet.ca; debbie@huronshores.ca; twpns@onlink.net; ruth.kelso@bellnet.ca; mary.bray@ontera.net; kencorb@blindriver.ca; lairdtwp@soonet.ca; jocelynt@soonet.ca
Subject: Opposition to 'Buy American' Policy

The FONOM directors agree with Mayor Vic Fedeli that direct, grassroots engagement with our U.S. counterparts can be an excellent strategy to reduce opposition in the United States to rescinding their Buy America strategy. Accordingly, an article on this issue outlining the actions of the City of North Bay (and related letters) are attached for your Council's consideration...

Ontario mayor takes on 'Buy American' policy

Allison Jones THE CANADIAN PRESS

Published On Tue Oct 6 2009

THE CANADIAN PRESS

The mayor of a northern Ontario city is fighting Buy American policy with a David-and-Goliath approach, but bypassing Goliath and appealing directly to his U.S. counterparts on a local level to drop the contentious provision.

North Bay, Ont., mayor Victor Fedeli has sent letters to the mayors of three U.S. cities where North Bay made large purchases recently, imploring them to think about the effect on their community if Canada succumbed to protectionism.

In a letter sent to the mayor of DeKalb, Ill., Fedeli notes the \$1-million water reservoir North Bay bought from a company in DeKalb, a community of about 46,000. If Canada had a Buy Canadian policy the order would not have been received by that company, an important employer in their community, and it may have been forced to lay people off, Fedeli said.

"We buy reservoirs made in your city, but you can't buy engineering services or manufactured products from our city," Fedeli writes.

"I ask you mayor to mayor – does that sound right?"

The Buy American provisions that were included in the US\$787-billion economic stimulus bill that Congress passed in February favour U.S.-made manufactured goods in government-funded building projects.

News reports recently suggested a deal was imminent to exempt Canada from the clauses that exclude Canadian suppliers from bidding on those projects. Officials on both sides of the border denied the reports.

Fedeli's other two letters were sent to the mayor of Brandon, S.D., where North Bay bought two fire trucks this year from a company there for \$850,000 and the mayor of Cortland, N.Y., where North

Bay recently bought a membrane filtration system from a company there for \$6.3 million.

These are the kinds of day-to-day, local considerations that must be considered in the overall policy, Fedeli said.

"It's easy as a high-level government, a federal government, to unilaterally make these rules, but when you're where the rubber meets the road, you understand the consequences of them," he said in an interview.

"We (municipalities) don't get invited to discuss a lot of these things, we just pay the price at the end of the day."

Canada and the United States are discussing the possibility of trade deals between the states and provinces to get around the damaging Buy American policy, David Jacobson, the new U.S. ambassador to Canada, has said.

Carleton University public policy professor Stephen Harris said he's "pleasantly surprised" the Americans are prepared to discuss the policy, but said he's skeptical North Bay and the small American communities to which it is appealing have any leverage in the matter.

"When you watch the discourse on policy in America it's hard to imagine that these efforts by North Bay are going to have any real measurable effect," Harris said.

"The two mayors may get together and empathize with one another, but this is a big issue. It's a big issue in Congress and that's where it's going to get resolved."

The Federation of Canadian Municipalities has also taken on the Buy American issue, but with a different approach. The federation passed a resolution in June to boycott U.S. suppliers if the country didn't back down on Buy American provisions within 120 days.

The federation announced Saturday it is withdrawing the threat for now, but not taking it off the table entirely.

Fedeli said he is not a big believer in retaliation, instead putting stock in his personal approach.

Fedeli knows he will face criticism for not buying products made locally or elsewhere in Canada, but he is ready with a three-pronged reply.

For one, not everything is made in Canada, he said. Secondly, seeking the best bid from companies in North America and not just Canada ensures better value for the taxpayer, Fedeli said. Also insisting on buying Canadian becomes protectionism and then nobody wins, he said.

Windows Live: Keep your friends up to date with what you do online.

5(a)



Working for Municipalities

Heads UP Alert

Keeping municipalities informed.

December 7, 2009

OGRA Response to 2009 Ontario Auditor General's Report - Bridges

December 07, 2009 – Mississauga, ON - The Auditor General released its report today on the status of bridge inspection and maintenance both at the Provincial and Municipal level. It was particularly interesting to note that many of the areas of concern and recommendations could be addressed through the use of the Ontario Good Roads Association's innovative asset management tool Municipal DataWorks (MDW).

The Auditor General's report comes on the heels of a funding agreement reached between OGRA and the Province and backed by the Ontario Ministry of Transportation, to continue development and enhancement of MDW which will ultimately satisfy the concerns contained in this report.

Currently, 289 Ontario municipalities have committed to sharing information on municipal bridge inspection and maintenance through MDW. That's over 65% of Ontario municipalities, and through the use of new tools that will be built, OGRA hopes to have bridge data on the majority of structures in the province in a central database and will share that information with the Province.

This will lead to better allocation of scarce funds to ensure that Ontario's bridges remain safe. "OGRA is pleased that the Ministry of Transportation recognized the value of the MDW. This application, which is free to Ontario municipalities, is allowing us to identify and respond to the needs of rural and northern Ontario communities where the need is often the greatest," stated OGRA President, Eric Rutherford.

"The recommendations contained in the Auditor General's endorsement many of the objectives that OGRA has committed to realizing with MDW" said OGRA Executive Director, Joe Tiernay. "The aggregate knowledge MDW provides all levels of government, will go a long way to positioning Ontario municipalities as leader in not only bridge inspection and maintenance, but also other critical infrastructure management."

Empowered with the ability to effectively manage critical infrastructure with MDW, OGRA's member municipalities will be able to continue ensuring the safe and proper upkeep of municipal bridges.

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

PREMIER SPONSOR:



A Customer Care Company!

ONTARIO GOOD ROADS ASSOCIATION

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



Working for Municipalities

Heads UP

Alert

keeping members informed.

December 16, 2009

The Ministry of Transportation has announced that Long Combination Vehicles (LCV's) operations have now ceased for the winter months of December, January and February. Weather permitting, operations will commence again March 1, 2010.

MTO released the following results of its pilot program for trips made through the end of November:

- Permits issued to-date - 52 (of 100 allotted)
- Participant carriers - 26 (of 50 allotted)
- Approved freeway rest/emergency stop locations - 14
 - 9 service centres
 - 5 commercial truck stops
- Approved origin/destination locations - 21
 - 2 in Cornwall
 - 2 in Kingston
 - 3 in Vaughan
 - 3 in Toronto
 - 9 in Mississauga
 - 1 in Brampton
 - 1 in Cambridge

In terms of trips made with LCV's, the following statistics were reported:

- August - 338 trips (82,182 km)
 - September - 1,005 trips (300,984 km)
 - October - 1,302 trips (422,431 km)
 - November - 1,467 trips (474,690 km)
- Total to-date - 4,114 trips (1,281,268 km)

It is important to note that no collisions or operational incidents were reported. As a result of this program, 4114 tractor-trailers were eliminated on Ontario highways and approximately 300,000 litres of fuel was saved. MTO will continue to review and approve rest/emergency stops and OD locations over the winter. It is expected that remaining permits will be issued by next spring.

Further information on the pilot is available at: <http://www.mto.gov.on.ca/english/trucks/lcv/lcv-pilot-prog.shtml>. Any issues or concerns should be directed to lcv.monitoring@ontario.ca or Ron Madill, MTO's Co-ordinator Vehicle Weights and Dimensions at 519- 473-6543.

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ONTARIO GOOD ROADS ASSOCIATION

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TEL: 905-795-2555 FAX: 905-795-2660 EMAIL: info@ogra.org



5(b)

Office of the City Clerk

December 16, 2009

TO: All municipalities in Ontario with a population over 50,000

Dear Sirs:

**RE: MOTION (6) – EXEMPTION OF ELECTRICITY SALES FROM PROVINCIAL
PORTION OF HARMONIZED SALES TAX – DECEMBER 15, 2009**

I would confirm that at the December 15, 2009 meeting of Kingston City Council, the following Motion (6) was approved:

- (6) Moved by Councillor Hutchison
Seconded by Councillor Garrison

WHEREAS Ontario's 2009 budget has proposed to harmonize sales taxes, the implementation of which will apply to electricity rates starting July 1, 2010, having the effect of increasing electricity rates by 8% across the Province; and,

WHEREAS this increase in taxation on electricity bills will provide undue hardship to the residents and businesses of Ontario, particularly middle and low income families who are being hard pressed during the current economic recession due to reduced incomes and job losses and small businesses that are struggling to stay financially viable;

THEREFORE BE IT RESOLVED THAT the Province of Ontario be requested to exempt electricity sales from the provincial portion of the single harmonized sales tax;

- and further -

THAT this resolution be forwarded to all Ontario municipalities with a population over 50,000 for their support;

- and further -

THAT this Resolution be forwarded to the Premier, Deputy Premier/Minister of Energy and Infrastructure, Minister of Finance, Minister of Municipal Affairs and Housing, and the AMO.

Yours truly,

Carolyn Downs
City Clerk

/ki

Cc: Councillor R. Hutchison
File No.

RECEIVED	
CITY CLERK	
DEC 29 2009	
NO.:	
DIST.:	

5(b)



CITY OF PEMBROKE

1 Pembroke Street East
Pembroke, Ontario
K8A 3J5
Tel. 613.735.6821

Chief Administrative Officer & Human Resources
Extension 1300
Fax: 613.735.3660

Services

Finance
Extension 1320
Fax: 613.735.3660

Economic Development & Recreation
Extension 1501
Fax: 613.635.7709

Operations
Extension 1409
Fax: 613.732.1421

Planning & Building
Extension 1304
Fax: 613.735.3660

Purchasing
Extension 1409
Fax: 613.732.1421

Fire
Extension 1201
Fax: 613.732.7673

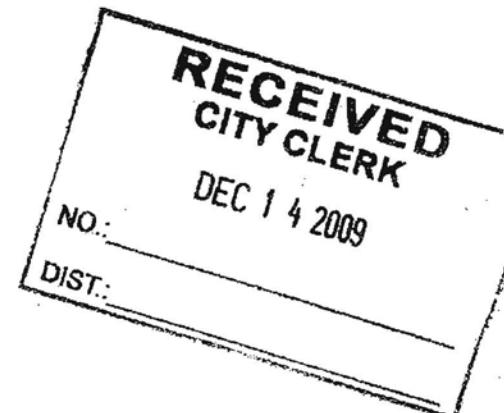
Utilities
Water
Extension 1491
Fax: 613.735.8648

Pollution
Extension 1480
Fax: 613.732.7028

general email:
pembroke@pembroke.ca
www.pembroke.ca

December 3, 2009

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



Dear Premier McGuinty:

Please be advised that Pembroke City Council adopted the following motion on December 1, 2009 under Resolution No. 022:

*Moved by Councillor Bob Hackett
Seconded by Councillor Gary Serverin*

WHEREAS the Corporation of the City of Pembroke has received notice of two devastating impacts to the forestry industry both of which will have serious affects on our local economy, both in the present and the future;

AND WHEREAS the Wood Turtle Habitat Regulation has received Cabinet level approval;

AND WHEREAS the wood turtle resides in Algonquin Park;

AND WHEREAS there is no socio-economic assessment or scientific information to support the Wood Turtle Habitat Regulation;

AND WHEREAS there was only a single public consultation event in Toronto on the Wood Turtle Habitat Regulation, with no consultation occurring in rural communities, particularly in affected communities such as the City of Pembroke and others located within the County of Renfrew;

AND WHEREAS Ontario Parks Board has contended a proposed expansion of the protected zones within the park – Lightening the Ecological Footprint of Logging within Algonquin Provincial Park;

AND WHEREAS by doing this our provincial government has proposed to reduce the area of logging within Algonquin Park;

AND WHEREAS it has been determined that the proposed expansion of the protected zones within the park would have severe impacts on fiber supply and the local forest industry;

AND WHEREAS no credible scientific rationale exists to support the reduction in the area logged in Algonquin Park;

December 3, 2009

Resolution No. 022

Page 2

THEREFORE BE IT RESOLVED THAT it is the position of the Corporation of the City of Pembroke that the forestry industry and the backcountry experiences in Algonquin Park currently co-exist to the benefit of both;

AND FURTHER BE IT RESOLVED THAT the Ministry of Natural Resources, the Algonquin Forestry Authority, and the Ontario Parks Board cease the Lightening the Footprint initiative;

AND FURTHER BE IT RESOLVED THAT a new Wood Turtle Habitat Regulation should not be developed until there is comprehensive and direct consultation with the rural communities that will be directly impacted by the regulation including the Corporation of the City of Pembroke;

AND FURTHER THAT this resolution be copied to all municipalities in Renfrew County; the County of Renfrew; John Yakabuski, MPP – Renfrew-Nipissing-Pembroke; Leona Dombrowsky, MPP – Prince Edward-Hastings; the Honourable Dalton McGuinty, Premier of Ontario; the Honourable Donna Cansfield, Minister of Natural Resources; the Honourable Michael Gravelle, Minister of Northern Development, Mines and Forestry; and all municipalities in Northern Ontario.

CARRIED.

It is our hope that your office will consider this resolution and take the necessary steps to consult directly with impacted rural communities prior to passing the Wood Turtle Habitat Regulation. We look forward to hearing back from you on this matter.

Sincerely,



Terry Lapierre, CMO, CMMIII, Ec.D
Chief Administrative Officer

/dt

cc: All municipalities in Renfrew County
The County of Renfrew
John Yakabuski, MPP, Renfrew-Nipissing-Pembroke
Leona Dombrowsky, MPP, Prince Edward-Hastings
Donna Cansfield, Minister of Natural Resources
Michael Gravelle, Minister of Northern Development, Mines and Forestry
All municipalities in Northern Ontario



Attn: All Ontario Municipalities

RE: MEMORANDUM FROM DR. ROBERT KYLE, COMMISSIONER & MEDICAL OFFICER OF HEALTH, DATED SEPTEMBER 10, 2009
RE: TOWN OF FORT ERIE RESOLUTION
OUR FILE: L00-00

Please be advised the Health & Social Services Committee of Regional Council considered the above matter and Council adopted the following recommendations of the Committee:

"a) THAT the following resolution of the Town of Fort Erie dated May 25, 2009, with respect to amendment of the *Ombudsman Act* to authorize the Ombudsman to investigate public complaints about hospitals, be endorsed:

'WHEREAS the Ombudsman is the "citizen representative" and the Office of the Ombudsman is responsible for responding to complaints affecting government organizations save and except hospitals, long-term care facilities and children's aid societies, and

WHEREAS the Office of the Ombudsman has been advocating since 1975 to include hospitals under the jurisdiction of the Ombudsman, but to date, Ontario remains the ONLY Province in Canada who's Ombudsman has no jurisdiction over hospitals and long-term care facilities, and

WHEREAS hospitals spend more than \$20 billion in public money every year in Ontario, and

WHEREAS whether overseeing the police, the military or the Provincial Government, Mr. Marin has stated one of the beliefs that's closest to his heart is that these bodies don't exist for their own ends. They exist to serve the public. The public also has great expectations of the checks and balances that exist to keep the system functioning as it should, and

WHEREAS the historical reason for not including hospitals under the Ombudsman Act is extremely weak and is based on the fact they do not fall under the definition because they have their own elected boards, and

WHEREAS a municipal "board of directors" is directly elected by the public and the hospital board is not, and

WHEREAS the Office of the Ombudsman is quoted as saying, "Ontario is the only province in Canada whose Ombudsman does not have a mandate to oversee hospitals. Despite this, the Ombudsman's Office receives many serious complaints about hospitals every year that cannot be investigated. A total of 276 complaints about hospitals were received in fiscal 2007-2008.", and

WHEREAS the time has come for the Government of Ontario to include hospitals under the jurisdiction of the Ombudsman Act to ensure a high level of health care, fiscal responsibility, accountability, openness and transparency;

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the Town of Fort Erie that it hereby petitions the Premier of Ontario to take the necessary steps in a timely manner to amend the Ombudsman Act to include hospitals under the jurisdiction of the Ombudsman, and further

THAT: In the event the Premier responds negatively, the Municipal Council of the Town of Fort Erie respectfully request and expects a full and complete explanation as to why the Province will not amend the Act as requested, and further

THAT: This resolution be circulated to all municipalities in the Province of Ontario for support, and further

THAT: The appropriate persons be so notified of this action.'; and

- b) THAT the Premier of Ontario, Minister of Health and Long-Term Care, Speaker of the Ontario Legislature, Durham's MPPs, Ontario's Ombudsman, Chief Medical Officer of Health, alPHa, and all Ontario boards of health and municipalities be so advised."

DISCLAIMER

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

TELEPHONE 905-468-3266
FACSIMILE 905-468-2959

The Town of Niagara-On-The-Lake

Attention: All Ontario Municipalities

Niagara-on-the-Lake Motion – Approved November 23, 2009

Moved by: Councillor J. Lowrey, Seconded by: Councillor J. Collard

Now therefore be it resolved that the Region of Niagara be requested to enter into a benefit sharing agreement with the lower tier municipalities; and

That Lord Mayor Gary Burroughs and Regional Councillor Dave Lepp table the attached motion in support of that agreement at Regional Council before the finalization of their 2010 budget; and

That this resolution be forwarded to all municipalities within Niagara, including the Region of Niagara, seeking their support; and

That this resolution be forwarded to AMO for circulation to all Ontario municipalities for their support and endorsement; and

That lower tier municipalities across Ontario be requested to follow the lead of Niagara municipalities and negotiate with their upper tier partners a benefit-sharing agreement that distributes the uploading tax room with each municipality in both the upper and lower tiers.

Please forward your notification of support to the Town of Niagara-on-the-Lake Clerk's Department and to the Regional Clerk at the Regional Municipality of Niagara (P.O. Box 1042, Thorold, ON L2V 4T7).

Region of Niagara Motion – Proposed

Whereas the Province of Ontario, after consulting with the Association of Municipalities of Ontario (AMO), has seen fit to upload the costs of social services from municipalities; and

Whereas these costs were paid for by properties across the region based on property assessment; and

Whereas the uploading benefit to the Region of Niagara is anticipated to be \$14.3 million in 2010; and

Whereas the uploading benefit that has been realized over the last two years will continue until 2018 so that the cumulative impact of the uploading benefit off the Regional tax levy after 10 years is estimated to be \$64.386 million; and

Whereas upper tier municipalities have not passed the benefit of uploading back to their lower tier partners, despite the compounded savings realized from incremental permanent uploading; and

Whereas the 12 lower tier municipalities in Niagara are forecasted to lose the OMPF special assistance funding, totaling \$8,477,900 in 2010; and

Whereas Niagara Regional Council has approved the following resolution:

"That Staff be directed to remove the total upload costs (2010, \$14.3M) from the previous year's base budget, such that the replacement of lost OMPF revenues, the inflationary costs of social programs, and the "2010 Guidance Increases" can be transparently reported as the levy increases that they are"; and

Now therefore be it resolved that the Region of Niagara be directed to share the gross benefits derived from uploaded social services by passing through those savings to the lower tier Towns/Cities by way of a tax levy restatement in 2010 in order to distribute those 2010 savings to each municipality proportionately based on assessment.

DISCLAIMER

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File D-1100

December 1, 2009

The Honourable Dalton McGuinty, Premier
Queen's Park
Room 281, Main Legislative Building
Toronto, ON M7A 1A1

Re. Request for the Province to Mandate Superintendents and Key Holders for Condominiums and Apartment Buildings be Bonded and Obtain Criminal Reference Checks

City Council considered the above matter at a meeting held November 30, 2009 and adopted the following recommendation of the Strategic Initiatives Committee:

"Whereas the residents of condominiums and apartments have the right to live in a safe environment; and,

Whereas there currently is no legislation mandating that superintendents and key holders to those complexes are required to be bonded or obtain police checks;

Therefore be it resolved that the Province be mandated to compel owners and managers of properties to ensure that all key holders are bonded and obtain police criminal checks; and,

That this be forwarded to all municipalities, the Association of Municipalities of Ontario, the Chief of Police and Members of Provincial Parliament."

Your consideration of this important issue is appreciated. By copy of this letter, I am advising all municipalities, the Association of Municipalities of Ontario, and the Chief of Police of Council's decision and requesting the Clerk of the Ontario Legislature distribute this letter to all Members of Provincial Parliament.

5(b)

- 2 -

If you need further assistance, please contact me at the address listed below, or by telephone at 905-436-5636, extension 2230.



Sandra Kranc
City Clerk

SK/mm

- c. City Manager's Office
Ontario Municipalities
Association of Municipalities of Ontario
Chief Mike Ewles, Durham Regional Police
Clerk of the Ontario Legislature

5(b)



**CORPORATION OF THE COUNTY OF GREY
OFFICE OF THE COUNTY CLERK/DIRECTOR OF COUNCIL SERVICES**

Sharon Vokes, County Clerk/Director of Council Services
595 9th Avenue East
Owen Sound, Ontario
N4K 3E3

(519) 376-2205
1-800-567-GREY
Fax: (519) 376-8998
sharon.vokes@grey.ca

November 26, 2009.

TO ALL MUNICIPALITIES:

At the November 24, 2009 session of Grey County Council, the following resolution was adopted:

WHEREAS the Council of the Corporation of the County of Grey has expressed concern over Bill 150 being the Green Energy and Green Economy Act which is now in force and effect;

AND WHEREAS the need for renewable energy sources is recognized at the federal, provincial, municipal and local community levels;

AND WHEREAS wind-generated power is an established source of renewable energy being created globally;

AND WHEREAS discrepancy exists on the health effects potentially created by the presence of industrial wind turbines;

AND WHEREAS this discrepancy on the potential health effects is proving to be destructive and divisive to the social and cultural fabric of rural communities;

AND WHEREAS other Ontario municipalities have passed resolutions expressing concern with the health effects association with wind turbines;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Grey requests that the Federal and Provincial government agencies responsible for public health, energy creation and energy management complete the following:

1. Dedicate resources to the necessary scientific research to consider the impact of
 - a) low frequency noise, and
 - b) electrical and electromagnetic disturbances in areas of industrial wind turbines with the intent to confirm/deny public health implications;
 - c) technology and infrastructure being used; and
2. Create and provide authoritative regulations and guidelines for the locating of wind turbines to municipalities and wind energy developers;

AND THAT this resolution be forwarded with a request for action to: The Ontario Ministries of Health, Environment and Energy, Medical Officers of Health at Public Health Units, Environment Canada, Health Canada, Grey County MPPs and MPs, the Premier's Office, the Prime Minister's Office, the Association for Municipalities of Ontario (AMO), and the Federation of Canadian Municipalities (FCM);

AND THAT this resolution be circulated to all municipalities in Ontario requesting their support.

The support from your Municipality is greatly appreciated.

Yours very truly,

Sharon Vokes, C.M.O., D.P.A.,
County Clerk/Director of Council Services

The Corporation of the
City of Kawartha Lakes
P.O. Box 9000, 26 Francis St.,
Lindsay, Ontario K9V 5R8
Tel: (705) 324-9411 ext 1320, 1 888-822-2225
Fax: (705) 324-8110
rmcgee@city.kawarthalakes.on.ca

Ric McGee, Mayor

November 16, 2009

To: All Municipalities & Native Territories in Ontario

Re: Wind Turbines

At the October 27th Regular Meeting of Council the following motion was adopted by Council.

Moved by Councillor Marsh, seconded by Councillor Robertson,

WHEREAS, the Province of Ontario has recently passed the Green Energy Act; and

WHEREAS, The township of Manvers in the City of Kawartha Lakes has been identified for wind farm development; and

WHEREAS, currently a number of wind turbine development companies have publicly signaled a desired presence; and

WHEREAS, wind-generated power is an established source of renewable energy being created globally; and

WHEREAS, there are legitimate concerns and studies relating to alternative energy sources put forward from various sources that have expressed concerns regarding health, safety and economic impacts for those living close to developed sites; and

WHEREAS, discrepancy exists on the health effects potentially created by the presence of industrial wind turbines; and

WHEREAS, this discrepancy on the potential health effects is proving to be destructive and divisive to the social and cultural fabric of rural communities; and

WHEREAS, other Ontario municipalities, have passed resolutions expressing concern with respect to the health effects associated with wind turbines; and

WHEREAS, with the passage of the Green Energy Act, the Municipality is excluded from the input and decision making process relating to the location, setbacks, etc. and this impacts on the municipality's ability to address the public concern and control good planning principles throughout the municipality; and

WHEREAS, the right of an individual to appeal the location and placement of alternative energy sources such as wind turbines and solar panels has been removed with the passage of the Green Energy Act; and

WHEREAS, the proposed study areas of windmill projects may include or abut schools; residential areas; conservation areas and the Oak Ridges Moraine; and

WHEREAS, populated and publicly owned and occupied lands are being identified for industrial wind turbine development; and

WHEREAS, the guidelines for the Green Energy Act do not specify whether the infrastructure costs related to the windmill projects will be covered by the province, the municipality or the wind companies; and

WHEREAS, in many other jurisdictions the required setbacks range between 1.5km and 2km; **THEREFORE BE IT RESOLVED THAT** the Council of the City of Kawartha Lakes requests in advance of the issuance of any permits and the commencement or continuance of any projects

that the appropriate Provincial Health Officials conduct a study of the adverse health effects now being experienced where windmill projects are fully operational to determine the possible adverse health effects; a full environmental study be done to determine the possible impact on the conservation areas and the Oak Ridges Moraine and that an independent economic impact study be done to determine all related potential costs that will be incurred by the Municipality and the effect on property values in the affected areas;

THAT this resolution be forwarded with a request for action and support to:

The Ontario Ministries of Health, Environment and Energy, Chief Medical Officer of Canada, Chief Medical Officer of Ontario, Medical Officers of Health at Public Health Units, Environment Canada, Environmental Commissioner, Health Canada, all MPPs and MPs, The Premier's Office, The Prime Minister's Office, The Association for Municipalities of Ontario (AMO), and The Federation of Canadian Municipalities (FCM); and

THAT this resolution be circulated to all municipalities and native territories in Ontario requesting their support.

Respectfully, Minister, the operative paragraph is "that the Council of the City of Kawartha Lakes requests in advance of the issuance of any permits and the commencement or continuance of any projects that the appropriate Provincial Health Officials conduct a study of the adverse health effects now being experienced where windmill projects are fully operational to determine the possible adverse health effects; a full environmental study be done to determine the possible impact on the conservation areas and the Oak Ridges Moraine and that an independent economic impact study be done to determine all related potential costs that will be incurred by the Municipality and the effect on property values in the affected areas".

Your consideration of this matter is appreciated.

Kindest Regards,

Ric McGee

Ric McGee, Mayor
City of Kawartha Lakes

CC: Prime Minister Stephen Harper
Premier Dalton McGuinty
John Gerretsen, MPP, Minister of the Environment
Jim Prentice, MP, Minister of Environment
Gord Miller, Environmental Commissioner
Leona Aglukkaq, MP, Health Canada
Dr. Arlene King, Ontario Chief Medical Officer of Health
Dr. David Butler-Jones, Chief Public Health Officer
Association of Municipalities of Ontario
The Federation of Canadian Municipalities
Dr. Lynn Noseworthy, Kawartha Pine Ridge District Health Unit
House of Commons for all MP's
Ontario Legislature for all MPP's
All Municipalities and native Territories in Ontario

DISCLAIMER

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

5(b)



The Corporation of the
City of North Bay
200 McIntyre St. East
P.O. Box 360
North Bay, Ontario
Canada P1B 8H8
Tel: (705) 474-0400

OFFICE OF THE CITY CLERK
CORPORATE SERVICES DIVISION
Direct Line: (705) 474-0626, ext. 2510
Fax Line: (705) 495-4353
E-mail: cathy.conrad@cityofnorthbay.ca

2 December 2009

Hon. Monique Smith
165 Main Street East
NORTH BAY, ON P1B 1A9

Dear Madam:

This is Resolution No. 2009-766 which was unanimously passed by Council at its Regular Meeting held Monday, November 30, 2009.

Resolution No. 2009-766:

"WHEREAS the Ontario TransCanada Highway from Arnprior through to the Manitoba border is the only portion of the National Highway which is not four-laned;

AND WHEREAS the report titled "A Vision for Ontario TransCanada Highway - North Bay to Manitoba Border" provides one vision of what is possible if the dollars are committed by the Provincial and Federal Governments over a 25 year period;

AND WHEREAS the TransCanada Highway is the only fully year round continuous passable route across Canada and is extensively used by commercial and recreational traffic of North America;

BE IT THEREFORE RESOLVED THAT the City of North Bay asks the Provincial and Federal Governments to make the four-laning of the Ontario TransCanada Highway a priority;

AND FURTHER THAT a copy of this resolution be forwarded to Hon. Monique Smith, MPP Nipissing; Anthony Rota, MP Nipissing-Timiskaming; Provincial Minister of Energy and Infrastructure; Provincial Minister of Northern Development and Mines; Provincial Minister of Transportation; Federal Minister of Transport, Infrastructure and Communities; and municipalities along the Highway 11 North corridor and the Highway 17 East corridor."

Sincerely,

C. Conrad

Catherine Conrad,
City Clerk.

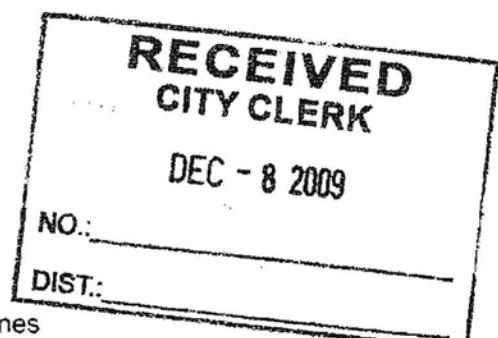
CMC/cjc

Copy to: Anthony Rota, MP Nipissing-Timiskaming
Hon. Gerry Phillips, Minister of Energy and Infrastructure
Hon. Michael Gravelle, Minister of Northern Development and Mines
Hon. James Bradley, Minister of Transportation
Hon. John Baird, Minister of Transport, Infrastructure and Communities

Fort Frances
Hearst
Cochrane
Kenora
Wawa
Sudbury

Rainy River
Kapuskasing
Matheson
Dryden
Sault Ste. Marie

Thunder Bay
Smooth Rock Falls
Temiskaming Shores
Ignace
Blind River





Ministry of Finance
Office of the Minister
Frost Building South
7 Queen's Park Cr
Toronto ON M7A 1Y7
Tel (416) 325-0400
Fax (416) 325-0374
www.fin.ontario.ca

Ministry of Municipal Affairs
and Housing
Office of the Minister
777 Bay Street
Toronto, ON M5G 2E5
Tel (416) 585-7000
Fax (416) 585-6470
www.mah.ontario.ca

RECEIVED

DEC 23 2009

MAYOR'S OFFICE

December 15, 2009

Dear Head of Council:

We are writing to announce the release of the Ontario Municipal Partnership Fund (OMPF) allocations for 2010. We would also like to update you on the province's fiscal situation.

As outlined in the Fall Economic Statement delivered on October 22, 2009, the province's fiscal situation has substantially worsened since the 2009 Ontario Budget. The global economic crisis has had a significant impact on Ontario's revenues. As in other jurisdictions, we are projecting a much higher provincial deficit — \$24.7 billion for 2009–10. Our objective is to manage the deficit down over time while protecting key services for the people of Ontario.

Municipalities are benefiting considerably from our decision to upload social assistance benefit program costs. Once fully implemented, these uploads, along with the upload of up to \$125 million annually in court security costs, will result in a net benefit to municipalities of \$1.5 billion annually.

We will begin the phased upload of Ontario Disability Support Program (ODSP) and Ontario Works (OW) benefit costs in 2010. This builds on our previous uploads of Ontario Drug Benefits (ODB) in 2008 and the administration component of ODSP in 2009.

In 2010, we will provide \$1.2 billion in support to 406 municipalities through the combined benefit of both the OMPF and the provincial uploads. The OMPF will total \$625 million in 2010. Combined with the \$570 million in provincial uploads, this represents a 26 per cent increase over the support provided in 2009.

As you know, municipalities were notified last year that the \$70 million provided in respect of OMPF mitigation was special one-time assistance for 2009 only. It was also conveyed that requests for further mitigation assistance in 2010 would have to be considered in the context of the province's worsening fiscal situation, the significant funding commitments already made to the municipal sector, and pressures in other key areas such as health and education.

RECEIVED
by [unclear]
JAN 05 2010

CHIEF ADMINISTRATIVE OFFICER
CITY OF SAULT STE. MARIE

RECEIVED
CITY CLERK
DEC 23 2009
..../cont'd

NO.: J. Rowsell, J. Frates
DIST.: B. Freiburger ✓

- 2 -

Given our significant investments in the municipal sector and our current fiscal challenges, we will not be providing full mitigation beyond 2009. However, we will be providing \$25 million in transitional assistance for 2010. This assistance is designed to ensure that eligible municipalities receive a guaranteed level of support based on the combined benefit of both OMPF and provincial uploads. The assistance is also targeted so that the guarantee for municipalities in the north is set at a higher level.

This \$25 million in transitional assistance is for 2010 only. Therefore, like all levels of government, municipalities should continue to exercise prudent fiscal management in their future budget planning.

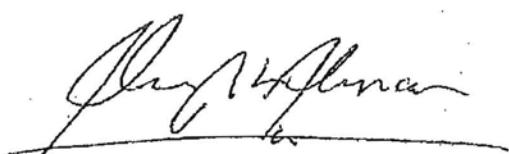
The Ministry of Finance's (MOF) Provincial-Local Finance Division will be providing further details on the 2010 OMPF, including the targeted assistance, to your municipal Treasurers and Clerk-Treasurers shortly. This information and other supporting materials will be posted in both English and French on the MOF website:

<http://www.fin.gov.on.ca/en/budget/ompf/2010/>
<http://www.fin.gov.on.ca/fr/budget/ompf/2010/>

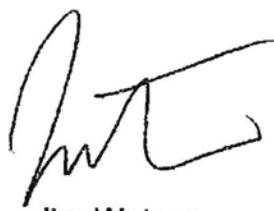
Our record on supporting municipalities speaks for itself. Together with other provincial initiatives, we will have increased ongoing annual support to municipalities to more than \$3.8 billion by 2018, an increase of over 250 per cent compared to 2003.

Given Ontario's current economic challenges, our government's commitment to working in partnership with our municipalities is more important than ever.

Yours sincerely,



Dwight Duncan
Minister
Ministry of Finance



Jim Watson
Minister
Ministry of Municipal Affairs and Housing

ONTARIO WINTER CARNIVAL



P.O. Box 781 · Sault Ste. Marie, Ontario, CANADA P6A 5N3

Phone: (705) 759-3000 · Fax: (705) 759-6950 · E-mail: mrbonsoo@bonsoo.on.ca



(d)
Bon
Soo

December 4, 2009

Mayor John Rowswell and City Councillors
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Mayor John and City Councillors,

The Bon Soo Board and Staff are excited this year to be celebrating our 47th Carnival. To ensure a safe carnival site at Bellevue Park for the Opening Ceremonies on Friday, February 5, 2010 and for the remainder of the 10 days, the Bon Soo Board and Staff present the following Street Closure proposal for your approval.

We request that Lower Lake Street at Queen Street remain closed to the public for the 10 days. This will result in maintaining a safe environment for Bon Soo participants as well as reducing the impact that the larger crowds may have to the private homes located along that lower portion of Lake Street. Those home owners annually receive a letter from Bon Soo with courtesy Bon Soo buttons for any inconvenience they may endure.

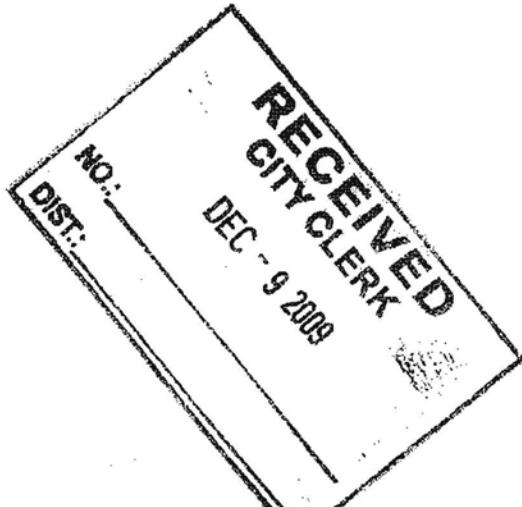
In 2009, Bon Soo requested the use of Police Officers for the intersections of Shore Drive/Queen Street and Churchill Blvd as well as Lake/Queen Street for Opening Night only to assist with pedestrians that may still choose to park on the south side of Queen Street down Churchill Blvd or Lake Street. They would be required to be on site from 5 to 10 pm. Also, Security has been secured to ensure the necessary safety measures are implemented for all carnival pedestrians.

The goal of the Bon Soo organizers is to create a safe site for all, with minimal disruption to few. The community will still have access for parking at the Ontario Forest Research Institute, Pine Street Marina and NEW for 2010 – patrons can ride the Riverside Bus to the Winter Playground for both weekends during Bon Soo and catch a shuttle bus from Algoma University on opening night all with their Bon Soo button. In the Spirit of Bon Soo, we hope the proposed minimal Street Closure Document will be approved for the pleasure of the many families of Sault Ste. Marie and visitors alike.

Bon Soo Regards,

Anna Lisa Zappacosta, Event Manager
Bon Soo Winter Carnival

Att/ Temporary Street Closure Document



TEMPORARY STREET CLOSURE DOCUMENT

- 1) **Temporary Closure of Lower Lake Street at Queen Street Intersection.** It will remain closed as in previous years and leaving lower Lake Street open to traffic for the residents of lower Lake only.

Thursday, February 4 – 9 am to Monday, February 15, 2010 at 10 pm

Ample parking is available at the Pine Street Marina, Ontario Forest Research Institute, Shuttle from Algoma University along with a bus shuttle from Queen St/Dennis Street Bus Terminal at minimal or no disruption to traffic.

- 2) **TEMPORARY CLOSURE OF SHORE DRIVE for 10 days of Bon Soo.**

This will be the official entrance to Bon Soo's Winter Playground. Access to the first parking lot will be for volunteers, staff, handicaps and buses. This would help with any traffic concerns that may arise at the intersection during this congested time period. The City of SSM has also allowed the Public Parking at the Pine Street Marina and the Ontario Reality Corporation has allowed Public Parking at the Ontario Forest Research Institute.

Thursday, February 4 – 9 am to Monday, February 15, 2010 at 10 pm

5(d)

TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: BON SOO WINTER CARNIVAL INC. TELEPHONE: 759-3000ADDRESS: BOX 781 POSTAL CODE: P6A 5N3

The above person hereby makes application for the closing of

SHORE DRIVE AND LOWER LAKE

(Name of street to be closed)

from Sec Attached. to

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

* Thursday, Feb. 4 to Monday, Feb 15, 2010 INCLUSIVE.
 on the _____ day of _____, 20 ____ from _____ am/pm to _____ am/pm
 for the purpose of Annual Bon Soo Winter Carnival

APPROVALS SECTION:

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

J. Hudson Sgt.

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of OfficialCITY CLERK SECTION:City Council approval was received on _____
 (date) _____ (By-law No.) _____

12/03/2009 17:40 FAX 1 705 949 2341

SSM FIRE DEPT.

12/03/2009 THU 14:48 FAX 705 759 6950 BON SOO Winter Carnival

001
WVUL/VUJ

5(d)

TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: BON SOO WINTER CARNIVAL INC. TELEPHONE: 759-3000

ADDRESS: BOX 781 POSTAL CODE: P6A 5N3

The above person hereby makes application for the closing of
SHORE DRIVE AND LOWER LAKE
(Name of street to be closed)

from Sec 4 Hatched. to _____
(reference points - street numbers, cross streets, etc.)

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Fax 759-7820
580 Second Line East

Signature of Official

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Telephone 949-3335/849-3387
Fax 949-2341
72 Tapored Street

Signature of Official

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

Signature of Official

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Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

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

12/03/2009 THU 14:50 FAX 705 759 6950 BON SOO Winter Carnival

002/003

06/02/2008 08:49 705-759-2318

CLERK'S DEPT. SUMMARY

TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: BON SOO WINTER CARNIVAL INC. TELEPHONE: 759-3000ADDRESS: Box 781 POSTAL CODE: P6A 5N3

The above person hereby makes application for the closing of
SHORE DRIVE AND LOWER LAKE
 (Name of street to be closed)

from Sec Attached. to _____
 (reference points - street numbers, cross streets, etc.)

* Thursday, Feb. 4 to Monday, Feb 15, 2010 INCLUSIVE.
 on the _____ day of _____, 20____ from _____ am/pm to _____ am/pm
 for the purpose of Annual BON SOO WINTER CARNIVAL

APPROVALS SECTION:

- | | |
|---|---|
| 1. <input checked="" type="checkbox"/> Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. <input checked="" type="checkbox"/> Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of OfficialSignature of Official

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

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

Signature of OfficialSignature of Official

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

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

Signature of OfficialSignature of OfficialCITY CLERK SECTION:City Council approval was received on _____
(date) _____ (By-law No.) _____FAXED
Dec 3/09

12/03/2009 THU 14:51 FAX 705 759 6950 BON SOO Winter Carnival

002/003

TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: BON SOO WINTER CARNIVAL INC. TELEPHONE: 759-3000ADDRESS: BOX 781 POSTAL CODE: P6A 5N3

The above person hereby makes application for the closing of

SHORE DRIVE AND LOWER LAKE

(Name of street to be closed)

from Sec. Attached. to _____

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

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APPROVALS SECTION:

- | | |
|---|---|
| 1. <input checked="" type="checkbox"/> Police Services, Traffic Dept.
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|---|---|

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(QUEEN STREET CLOSINGS ONLY)

Signature of OfficialSignature of OfficialCITY CLERK SECTION:City Council approval was received on _____
(date) _____ (By-law No.) _____

12/03/2009 THU 14:52 FAX 705 759 6950 BON SOO Winter Carnival

06/02/2008 09:49

105-159-2316

CLERK'S DEPT APPROVAL

5(d) 001/001
002/003TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: BON SOO WINTER CARNIVAL INC. TELEPHONE: 759-3000ADDRESS: Box 781 POSTAL CODE: P6A 5N3The above person hereby makes application for the closing of
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(Name of street to be closed)

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for the purpose of Annual BON SOO WINTER CARNIVALAPPROVALS SECTION:

1. ✓ Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
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Fax 949-2341
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Signature of OfficialSignature of Official

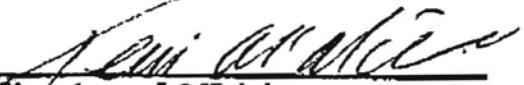
3. ✓ Public Works & Transportation Dept.
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498 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of OfficialCITY CLERK SECTION:City Council approval was received on _____
(date) _____ (By-law No.) _____

5(f)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 01 11

Mayor John Rowswell and
Members of City Council

Re: 2010 Budget

Attached is a report on the 2010 Budget prepared by Mr. Scott McLellan, Manager of Budgets and Revenue.

This report is provided for the information of Council.

Respectfully submitted,

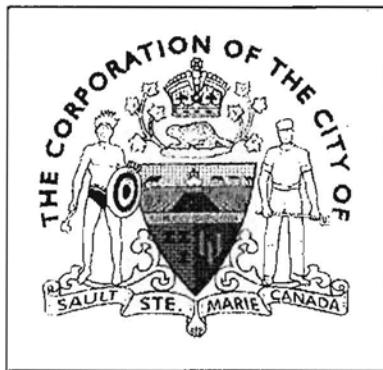
A handwritten signature in black ink, appearing to read "W. Freiburger".

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

5(f)



CORPORATION OF THE CITY OF SAULT STE. MARIE

2010 BUDGET - COUNCIL UPDATE #1

*Prepared by : Scott McLellan
Manager of Budgets & Revenue
11 January 2010*

SCOPE : This report is intended as information for Council on the status of the 2010 Budget.

PREPARATION : The Budget Preparation system is still open as there are several items requiring further review. Once all budget requests are finalized and the preparation system balanced the Requested Budget figures will be merged to the General Ledger. Currently, the 2009 Approved Budget is in the General Ledger as the 2010 Preliminary Budget.

ASSESSMENT : Assessment value increased from \$ 3,807,142,164 in 2009 to \$ 4,106,972,414 in 2010, an increase of \$ 299,830,250 or 7.88%. Staff are currently determining the Urban / Rural split. Once this is completed we will be able to determine the monetary value of the Assessment increase which will come from the Re-Assessment increase as well as New Assessment. The value of the "Average" House in 2010 is currently calculated as \$ 117,000, up from \$ 108,000 in 2009. (this calculation will be refined once an additional file is received from MPAC) The Property Assessment levels are now in the second year of 4 year phase in. Property Assessment increases will be phased in at 25% of the increase in each year until 2012 when another Re-assessment will be completed. The Average house will be assessed at approximately \$ 133,000 by 2012. The Residential component of the Assessment base increased while generally Commercial and Industrial Assessments remained at their current levels. There is therefore a shifting of the Tax burden on to Residential Taxpayers and this trend will continue for the balance of the Re-assessment period. We are hopeful that some Tax Tools will be available to lessen the impact on Residential Property.

OMPf (Ontario Municipal Partnership Fund) : The 2010 Grant Allocation has been announced as \$ 23,813,600 which is reduction of \$4,069,700 or 14.60 %. In their grant statement the Province indicates they have uploaded Social Service costs. The true impact of this Grant reduction will not be known until we receive the DSSAB (District Social Services Administration Board) Budget. Under Provincial Regulation, the DSSAB Budget does not have to be submitted to the City until March 31st and is usually received by this date. Based on the Provincial Statement, the City should expect a reduction in the DSSAB Budget, however until their budget is completed and the impact on their budget of the uploads is known, we

can not fully quantify the impact this Grant reduction will have on the City budget.

PRELIMINARY FIGURES : To date all Budgets have not been submitted.

ITEMS IMPACTING ON THE LEVY : Essentially, there are three main components to the Levy change. The Contingencies Provision of \$ 2,500,000, (this calculation will be refined once all budgets have been submitted) the DSSAB Levy change and the large reduction in the Provincial Municipal Partnership Grant. Further details will follow once all budgets are submitted.

Items Reducing the Levy :

Items Increasing the Levy :

DSSAB : The 2009 DSSAB (District Social Services Administration Board) Levy Budget is due on March 31st.

PROVINCE : As noted above the Province has reduced the OMPF Grant. We have not received the Education Tax Rates from the Province. We expect a reduction in the Commercial/Industrial rates in accordance with their earlier announcements.

HARMONIZED SALES TAX (HST) : The HST will be implemented on July 1, 2010. Further analysis of the impact of this change in taxation will provided at a later date.

SURPLUS : The Surplus from 2009 Operations is not known at the time.

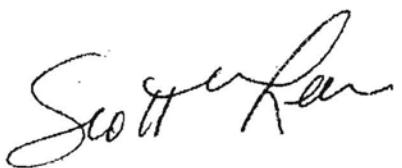
CAPITAL FROM CURRENT : The allocation has been increased from \$ 700,000 to \$ 800,000. A preliminary recommendation will follow. We anticipate that no additional Supplementary Requests will be accepted by the Finance Department after January 29th. This amount will be increased to \$ 900,000 in 2010 and to \$ 1,000,000 in 2011.

5(f)

TAX OPTIONS : We are awaiting clarification/approval of the 2010 Revenue Neutral Tax Ratios. This will allow the percentage of Property Tax raised from each Assessment category to remain similar to 2009.

PUBLIC INPUT : An E-mail address (budgetinput2010@cityssm.on.ca) is available for public comments on the 2010 Budget.

Respectfully submitted



Scott McLellan
Manager of Budgets & Revenue

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(g)

Malcolm White B.P.H.E., CMO
Deputy City Clerk &
Manager of Quality Improvement



City Clerk's Department

2010 01 11

Mayor John Rowswell
And Members of City Council

RE: 2010 CORPORATE MEMBERSHIP FEES

The following Corporate Membership Fees are coming up for renewal:

	<u>2010 Renewal</u>	<u>2009 Fees</u>
1. Algoma District Municipal Association	\$ 300.00	\$ 300.00
2. Association of Municipalities of Ontario	\$10,852.83	\$ 10,191.97
3. Canadian Institute of Forestry	\$ 315.00	\$ 300.00
4. Chamber of Commerce	\$ 325.50	\$ 325.50
5. Federation of Canadian Municipalities	\$ 9,668.50	\$ 9,243.66
6. Federation of Northern Ontario Municipalities	\$ 2,000.00	\$ 2,000.00
7. Great Lakes and St. Lawrence Cities Initiative	\$ 4,000.00	\$ 4,000.00
8. Ontario Good Roads Association	\$ 1,823.70	\$ 1,770.21
9. Ontario Traffic Conference	<u>\$ 490.00</u>	<u>\$ 490.00</u>
	\$ 29,775.53	\$ 28,621.34

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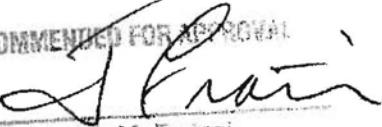
This summary is provided so that Council may confirm that the various memberships should be renewed for 2010 and that authorization be given to proceed with payment.

Respectfully submitted,



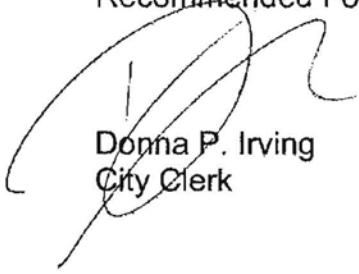
Malcolm White
Deputy City Clerk &
Manager of Quality Improvement

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Recommended For Approval



Donna P. Irving
City Clerk

Malcolm White B.P.H.E., CMO
 Deputy City Clerk &
 Manager of Quality Improvement



City Clerk's Department

2010 01 11

Mayor John Rowswell and
 Members of City Council

RE: 2010 MUNICIPAL ELECTION – LEGISLATIVE UPDATE

As Council is aware, a municipal election will be held in 2010. Recently a number of amendments to the Municipal Elections Act were passed by the provincial legislature. This report will highlight some of the key changes for 2010.

The amendments affect a number of dates and times for the election. Voting Day will now be held on the fourth Monday in October (October 25 for 2010). Nomination Day will now occur on Friday, September 10, 2010 with a deadline of 2:00 p.m. There is no longer any provision to withdraw a nomination following this deadline. All candidate financial filing deadlines will also have the new time of 2:00 p.m.

The change in date for voting day will require a change to the 2010 Council Meeting schedule. It is recommended that the schedule be amended by canceling the October 12th and 25th meetings and adding a meeting on Monday, November 8th. The change in voting day does not affect the term of office for Council, therefore December 6th would remain as the Inaugural Meeting date.

The amendments provide greater latitude for both the Municipal Property Assessment Corporation (MPAC) and municipal clerks for data sources to be used for the purpose of developing the voters list. These include authorizing MPAC to enter into an agreement with the Registrar General to access vital statistics information and allowing municipalities to use a wider range of records under their custody and control to revise voter information.

There are new requirements for voters to provide identification prior to receiving a ballot. The prescribed identification will be required to confirm a voter's identity and qualifying address before the election official will issue ballots to the voter.

The new legislation also clarifies that students who are attending school in a municipality other than their permanent residence are allowed to vote in both municipalities. The change in dates to Voting Day and Nomination Day will result in proxy forms being available prior to Thanksgiving, when many out of town students return home.

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Municipal clerks will be required to have regard for the needs of voters with disabilities and ensure that voting locations are accessible. A report will be required to be submitted to Council within 90 days of voting day outlining measures taken to assist voters with disabilities.

A number of amendments concern campaign financing. There is now an aggregate contribution limit of \$ 5,000 for contributions from one donor to two or more candidates for a council or local board. There are also a number of clarifications over the classification of certain items as included or excluded expenses and new financial reporting forms. Each candidate will be provided with a preliminary spending limit estimate upon nomination as well as the customary final limit determination following Nomination Day.

As well there is now a requirement for Council to appoint a compliance audit committee. There has always been a provision in the Act for an elector to file an application for a compliance audit of a candidates election campaign finances. Previously, Council had the choice of appointing a committee to review any application or retaining the authority for Council to do so. It is now mandatory that Council appoint such a committee. The committee would have significant authority, including deciding whether an application should be accepted or rejected, appointing an auditor to conduct a compliance audit and to consider the auditor's report and decide whether legal proceedings should be commenced.

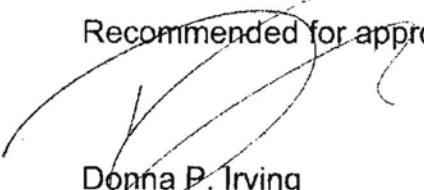
I will bring a report to Council shortly outlining the mandate of the committee and proposed membership criteria for Council's approval. The committee must be appointed prior to Voting Day (October 25, 2010).

Respectfully submitted,

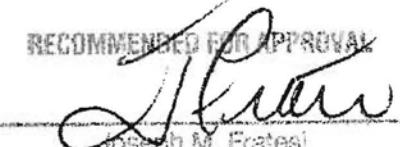


Malcolm White
Deputy City Clerk &
Manager of Quality Improvement

Recommended for approval


Donna P. Irving
City Clerk

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(i)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

January 11, 2010

Mayor John Rowswell
and Members of City Council

Financial Assistance Grant Policy for National/ International Sport Competitions - Revisions

The Financial Assistance Grant Policy for National/ International Sport Competitions was last revised in April of 2008 by the Parks and Recreation Advisory Committee (P.R.A.C.) and subsequently approved by City Council. Since then the issue of eligibility has created a need to revisit the policy specifically as it relates to open and invitational competitions. The review identified a need to better define terms such as "qualifying" and refine what activities are defined as "sport". The other item addressed was the residency of applicants relative to their involvement with local sport organizations.

The following changes are being recommended by P.R.A.C. as a result of the review of the sub-committee. (draft attached)

Section 1 ELIGIBILITY FOR FINANCIAL ASSISTANCE

The following paragraph was added to define the term "qualifying" and to specifically state that open or invitational sporting competitions are ineligible for funding under this grant program.

"For the purposes of this policy the term "qualifying" means having attended one or more competitions through which an individual or team has met a qualifying standard(s) established by their respective sport governing body which has earned them the right to attend a national or international competition. Therefore, invitational or open competitions do not qualify for funding under this program."

Section 2 DEFINITION OF SPORT

The term "sport" was revised to include those sporting competitions regulated by Ontario and National sport governing bodies and recognized by the Ministry of Health Promotion – Sport & Recreation Branch. The list of specific sports was removed since they were not comprehensive, and reference is provided in the revised policy to the full list on the website of the Sport Alliance of Ontario.

Current Version

"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: (listing of various sports)"

Revised Version

"For the purpose of this document 'sport' is defined as those activities that are regulated by a provincial or national sports governing body and recognized by the Ontario Ministry of Health Promotion - Sport and Recreation Branch through the Sport Alliance of Ontario. The following website lists both Ontario and National Sport Governing Organizations under the heading Sport and Recreation Organizations www.sportalliance.com."

Section 5 Approval Process

A clause was added to clarify that a number of individuals applying separately from the same organizations to attend the same competition, although at different levels, will be considered as a team for the purposes of funding whether or not they are competing as a team at the competition.

"The above amounts are applicable to a club or athletic organization regardless whether the participants are competing individually or as a team"

The last paragraph – “The Parks and Recreation Advisory Committee will monitor ... amendments to the policy.” – was considered to be more appropriate in Section 8 – General Considerations, and therefore appears as item 8(c) of the revised version.

Section 6 Criteria for Financial Assistance

The current policy makes no allowance for an individual or team participant to be funded under the policy if they reside outside the City boundary. The Members of P.R.A.C. feel that those who fall into this category but who are members of a local sport organization representing the City at a National or International level bring a certain profile to the City despite where they reside. “Local” is defined as any sport organization based within the boundaries of the City of Sault Ste. Marie. P.R.A.C. agrees that they should be eligible to apply for funding and the following bold/underlined wording was added to the policy.

“Requests for financial assistance shall be considered from individuals or not-for-profit sports teams who are residents of Sault Ste. Marie *and/or who are representing Sault Ste. Marie as an active member of a local sports organization. “Local” is defined as any sport organization based within the boundaries of the City of Sault Ste. Marie.* Coaching and management staff will not be considered among the team complement. Requests will not be considered for participation at secondary and post

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secondary education competitions. Professional athletes will not be eligible for financial assistance under this policy."

The policy was also reviewed by select university athletes to get feedback on both the policy and the application. They made no recommendations to change the policy; however, they made some constructive suggestions to change the application which were adopted by P.R.A.C.

The following resolution was passed at the November 3, 2009 meeting of the Parks and Recreation Advisory Committee:

Moved by: S. Milne
Seconded by: M. Kontulainen

"Resolved that the Parks and Recreation Advisory Committee approve the revisions to the Financial Assistance Grant Policy for National/ International Sport Competitions as recommended by the sub-committee and that the revisions be sent to City Council for their approval." Carried

Recommendation

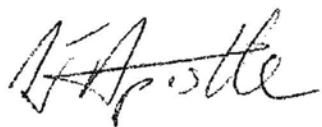
City Council is requested to approve the revisions to the Financial Assistance Grant Policy for National/ International Sport Competitions as recommended by the Parks and Recreation Advisory Committee.

Respectfully submitted on behalf of P.R.A.C.,



Joseph J. Cain
Manager Recreation and Culture

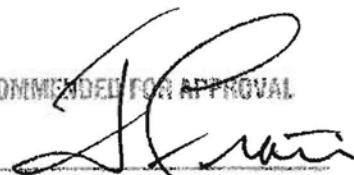
Approved for submission,



Nicholas J. Apostle
Commissioner Community Services

JoCouncil/2010 financial policy sport competition revisions

attachment



RECOMMENDED FOR APPROVAL
Joseph M. Pratesi
Chief Administrative Officer

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DRAFT

**FINANCIAL ASSISTANCE POLICY
FOR NATIONAL/INTERNATIONAL SPORTS COMPETITIONS**
(Revised October 2009)

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.

For the purposes of this policy the term qualifying means having attended one or more competitions through which an individual or team has met a qualifying standard(s) established by their respective sport governing body which has earned them the right to attend a national or international competition. Therefore, Invitational or open competitions do not qualify for funding under this program.

2. DEFINITION OF SPORT

For the purpose of this document 'sport' is defined as those activities that are regulated by a provincial or national sports governing body and recognized by the Ontario Ministry of Health Promotion - Sport and Recreation Branch through the Sport Alliance of Ontario. The following website lists both Ontario and National Sport Governing Organizations under the heading Sport and Recreation Organizations www.sportalliance.com.

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.

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 above amounts are applicable to a club or athletic organization regardless whether the participants are competing individually or as a team.

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/or who are representing Sault Ste. Marie as an active member of a local sports organization. "Local" is defined as any sport organization based within the boundaries of the City of Sault Ste. Marie. 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 may 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. 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.
- d. 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 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 Recreation and Culture Division Civic Centre 99 Foster Drive Sault Ste. Marie, ON P6A 5X6	Phone: 759-5310 Fax: 759-6605 Email: j.cain@cityssm.on.ca Office Hours: Monday to Friday 8:30 a.m. to 4:30 p.m.
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**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.

Name: _____

Address: _____

Postal Code : _____

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

Email: _____

Name and Address of Athlete(s): (if different from applicant)

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

Name: _____

Address: _____

Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

Date(s) of Competition:

Location of Competition:

Name of Sports Governing Body:

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
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 -

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 (If applicable)	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.

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



5(j)
COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

January 11, 2010

Mayor John Rowswell
and Members of City Council

West End Community Centre – Update

In June of 2009 a funding application was submitted to the Infrastructure Stimulus Fund. I recently received an email (attached) advising that our application was NOT approved for funding.

The project has been designed in three separate phases that can be implemented either individually or all together, depending on the level of funding received. Phase 1 is the Indoor Turf Facility, Phase 2 is the Library, and Phase 3 is the Arena.

Given the recent notification that our Infrastructure Stimulus Fund application was not approved, the Steering Committee, Staff and the Architect will continue the process to develop Phase 1 at a much reduced budget.

An application to the NOHFC under their Infrastructure and Community Development Program is being submitted.

Further information will be coming to Council in February 2010.

Respectfully submitted,

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

Nicholas J. Apostle
Commissioner Community Services

J:\Council\4/2010\W-ECC update January 11

attached

RECOMMENDED FOR APPROVAL
A handwritten signature in black ink, appearing to read "Joseph M. Frentzel".
Joseph M. Frentzel
Chief Administrative Officer

5(j)

Nick Apostle

From: +Info [+Info@infc.gc.ca]
Sent: Tuesday, December 15, 2009 12:41 PM
To: Nick Apostle
Subject: Infrastructure Stimulus Fund / Fonds de stimulation de l'infrastructure

Dear Nicholas Apostle,

Thank you for your application for funding under the Infrastructure Stimulus Fund.

As a result of the oversubscription of the program as well as limited funds available, I regret to advise you that the project you submitted (West End Community Centre) was not approved for funding. This decision however does not reflect on the importance of your project.

When Canada and Ontario launched a joint call for applications from Not For Profit organizations on July 28, 2009 there was a great deal of interest generated resulting in the submission of nearly 1,000 project applications with a total value of approximately \$4 billion. This was far beyond the amount of funding that was available.

If you have any questions please contact us at: +info@infc.gc.ca

Thank you for your interest in the Infrastructure Stimulus Fund.

Yours truly,

John Forster
Associate Deputy Minister
Infrastructure Canada

Bill Hughes
Assistant Deputy Minister
Energy and Infrastructure

Cher(e) Nicholas Apostle,

Par la présente, nous tenons à vous remercier d'avoir soumis une demande dans le cadre du Fonds de stimulation de l'infrastructure.

Compte tenu de la sur souscription au programme, ainsi que de la quantité définie de fonds limités, nous ne sommes malheureusement pas en mesure d'approuver le projet que vous avez proposé (West End Community Centre). Veuillez noter que cette décision ne reflète en aucun sens le mérite du projet.

Le Canada et l'Ontario ont lancé un appel d'offres conjoint aux organisations à but non lucratif le 28 juillet 2009. L'appel a généré énormément d'intérêt. En effet, nous avons reçu presque 1000 demandes dont la somme se chiffrait au-delà de 5 milliards de dollars. Cette somme dépassait de loin le montant disponible à l'enveloppe budgétaire disponible à cet effet.

Pour toute question, veuillez communiquer avec nous à l'adresse suivante: +info@infc.gc.ca

Nous vous remercions de votre intérêt par rapport au Fonds de stimulation de l'infrastructure.

Prière d'accepter l'expression de nos sentiments les plus sincères,

John Forster
Sous-ministre délégué
Infrastructure Canada

Bill Hughes
Sous-ministre adjoint
Ministère de l'énergie et de l'infrastructure

5(K)

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

2010 01 11

File: A-09-6-02

Mayor John Rowswell
Members of Council

Re: Engineering Services – North Street Culvert Rehabilitation/Replacement

At the regular meeting of 2009 07 27, Council approved retaining the firm of STEM Engineering Inc. for the design and contract administration of the rehabilitation/reconstruction of the deep bury culvert under North Street in the vicinity of Strand Avenue.

By-Law 2010–12, authorizing execution of an engineering agreement between the Municipality and STEM Engineering Inc. can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit in the agreement for these services amounts to \$50,000.

Respectfully submitted,

Recommended for Approval:



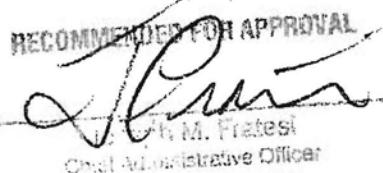
Don J. Elliott, P. Eng.
Director of Engineering Services



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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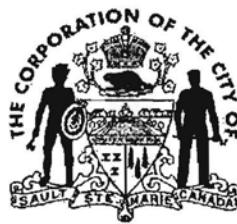


RECOMMENDED FOR APPROVAL
M. Pratesi
Chief Administrative Officer

5(1)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 01 11

Our File: 4.140.1 & 9.5.9

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: ENGINEERING SERVICES AGREEMENT – CONNECTING LINK
ROOT RIVER BRIDGES**

At the 2009 11 23 meeting, Council approved retaining the firm of M. R Wright to provide engineering services for the rehabilitation of the two Root River Bridges on Great Northern Road north of Fourth Line.

This project is eligible for 75% connecting link funding, and application has been made to the MTO to provide it in 2010. The annual connecting link funding allocation will not likely be approved prior to June, 2010, however, it is necessary to proceed with engineering design now in order that the work can be tendered for a timely construction.

The consultant estimates the upset limit should be \$355,000 for this engineering work. Most of this will not be incurred until after the allocation is approved. The City may incur up to \$135,000 of design fees in the interim. Every effort will be made to minimize the fees incurred given the possibility that the MTO does not approve the allocation for 2010 and defers it to another year. If the allocation is not approved, the fees are covered by the City's 25% share which is included in the Capital Works budget.

The upset limit is high when it is compared to the pre-design construction value of \$2 million. This is due to the recommendation of the subconsultant for a \$140,000 5 year monitoring program for the stability of the structures.

By-law 2010-16 authorizing the execution of an engineering agreement between the City and M. R. Wright and Associates can be found elsewhere on Council's agenda and is recommended for approval. The estimated upset limit in the agreement for the services is \$355,000. The work will not exceed \$135,000 prior to receipt of MTO connecting Link allocation approval.

Respectfully submitted,

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

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Frates
Chief Administrative Officer

DJE/al

5(m)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 01 11

Our File: Contract 2009-18E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: SAULT STE. MARIE MUNICIPAL LANDFILL
LANDFILL GAS MANAGEMENT SYSTEM
CONTRACTS – 2009-18E**

Tenders received for Contract 2009-18E were opened at a public meeting Thursday, December 17, 2009 in the Tarentorus Room of the Civic Centre. Present at the opening was Councillor Caicco as well as City and Consultant staff and contractor representatives.

The work consists of supplying all materials, labour and equipment for the construction of an "active" landfill gas collection and management system including extraction wells, landfill gas headers and laterals, condensate drains, condensate forcemains, a blower/flare station, electrical servicing and system commissioning.

In a Council report dated May 11, 2009, see attached, staff explained that this work which is partially funded by the MOE will make up Phase 1 of the overall project. Phase 2 is anticipated to proceed, potentially in partnership with the PUC, and would involve electricity generation from the landfill gas collected.

A total of four (4) tenders were received. Each tender has been checked as shown on the attached report from AECOM. The low tender was **\$2,062,730.17 (excluding GST)** received from Avery Construction.

As noted in AECOM's report, the engineering estimate for this Contract was \$2,300,000. This estimate was prepared based on known prices for similar work undertaken in other communities with an appropriate factor incorporated to reflect the geographic location of this project. The contract value is therefore approximately 5.8% lower than the estimate.

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2010 01 11
Page two

Council had approved proceeding with this project on May 11, 2009 and Engineering and Planning recommends the award of the contract considering the lowest tender value is within the budget. As noted in the May report, this effort is required in order to comply with regulation and is also expected to greatly enhance odour protection for the area surrounding the landfill. In order to meet legislated deadlines, the project must be complete by December 31, 2010.

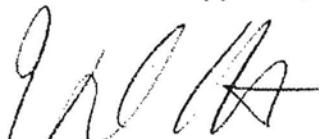
Accordingly, we recommend that Contract 2009-18E be awarded to Avery Construction. By-Law 2010-15 authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,



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

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

SH/al
attachments

RECOMMENDED FOR APPROVAL

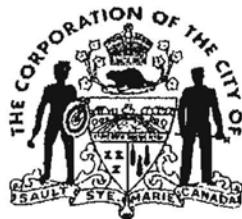


Joseph M. Frateci
Chief Administrative Officer

5(m)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

May 11, 2009

Our File: B-77-33

Acting Mayor Bryan Hayes
Members of City Council

RE: LANDFILL GAS COLLECTION PROJECT

BACKGROUND

In the report to Council 08 10 2008, information was presented regarding landfill gas, the feasibility study conducted on our landfill initiated by the PUC and the new landfill gas regulation for sites larger than 1.5 million cubic metres.

A funding program was also announced in conjunction with the new legislation and because of the work associated with the feasibility study, Sault Ste. Marie was one of a "handful" of municipalities well positioned to apply. We are pleased to report that we were successful in that submission for the funding of the design and construction of the collection system.

This project is planned to proceed in two distinct phases. The City, in compliance with the new regulation, is going to construct a gas collection system which is comprised of an arrangement of vertical extraction wells connected by a network of piping leading to a flare. Twenty five (25) existing wells will be used and fifteen (15) new wells will be installed in 2009. The network of wells will be in areas of the landfill that are closed or are close to final grade. The wells will be an average depth of 60 feet (18.3m) and will be spaced about 200 feet (60 m) apart.

A header pipe will be installed along the perimeter of the landfill and will be connected to the proposed blower/flare station on the southwest side of the landfill. The header pipe will be approximately 3,100 metres long. Laterals will extend from the headers to connect to each of the 40 wells.

Condensate will be drained, collected and pumped or drained to the existing leachate collection system. Blowers will be enclosed in a building in the southwest corner of the landfill.

Currently, the proposed project involves the landfill gas being destroyed at a single enclosed flare also in the southwest corner of the site.

The second phase of this project would then take the landfill gas and instead of burning it off at the flare, would generate electricity. A conceptual design for electricity generation has been developed, but, no decision has yet been made to proceed with this part of the project. Preliminary discussions have taken place with the PUC. A potential partnership exists once the gas volumes have been confirmed (ie. metered) and a business case is evaluated.

Council may recall that the passive vent flare system constructed in 2005 was primarily for odour control purposes. This proposed collection system is an active system and is expected to provide greatly enhanced odour control associated with landfill gas. The new system will actually pull the gas out of the landfill and burn it at the central flare, as opposed to passive venting through several small flares.

The feasibility study, preliminary design and funding application has been done by AECOM and Dillon Consulting who have also teamed with SCS Engineers from New York to provide added expertise in the area of landfill gas collection.

PROJECT FUNDING

The MOE funding amount approved is \$1,461,938. The funding program was established to cover 2/3rd of the costs, however, we must inform Council of three factors that have affected the City's contribution.

Following the review of the funding applications, the MOE decided not to fund any of the contingencies included in the project estimates. For Sault Ste. Marie that value was \$381,000. Every attempt will be made not to spend the contingency fund, however, it is most typical to include a contingency and to receive funding for that portion of any project. Staff is uncertain why the contingency sum was not funded.

In addition to the omission of the contingency by the MOE, a revised engineering cost estimate has increased the engineering fee from \$191,000 in the application to \$343,000. This fee has been detailed and broken down by AECOM, Dillon and SCS Engineers and is included for your information.

In summary, the following is a breakdown of the tasks and fees:

Dillon/SCS Engineers:

1.	Landfill Gas Management System Design and MOE Approvals	\$140,000
2.	Construction Quality Assurance and Assistance	\$ 44,000
3.	Limited Field Oversight	\$ 23,000
4.	Project Management	\$ 16,000

AECOM

5.	Overall Project Management/Contract Administration And Resident Supervision	<u>\$120,000</u>
	Total Engineering Fee	\$343,000.

The increase in fee has been discussed with the consultant team and they are aware that if there are areas of savings it should be realized, however, it is also recognized that it is specialty work and design, approvals and construction safety are critical.

It is also expected that in preparation of the installation of the flares, Landfill Operations (ie. PWT forces) will require additional equipment, supplies and staffing to complete filling in areas previously not active and bring the site up to closure contours. This effort is estimated to cost approximately \$200,000.

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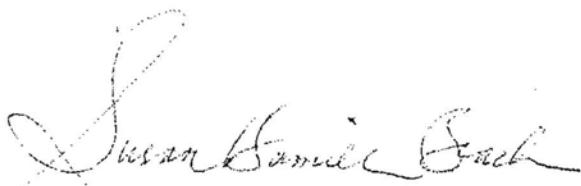
All of the above noted factors considered, it is currently recommended that \$1,464,374. be used from the Landfill Reserve to finance the City's portion of this project. That amount, in addition to the funding of \$1,461,938. from the MOE should finance Phase 1 of this project. Bill Freiburger, Commissioner of Finance has been consulted and agrees that this should be the City's source of funding.

RECOMMENDATION

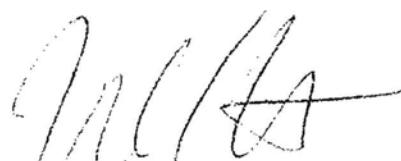
The Engineering and Planning Department recommends that AECOM, Dillon Consulting and SCS Engineers complete the design and construction of the landfill gas collection system and furthermore, that a total project budget of \$2,926,312 be funded partially by MOE funds with the remaining amount (approximately \$1,464,374) from the Landfill Reserve.

Respectfully submitted,

Recommended for Approval:

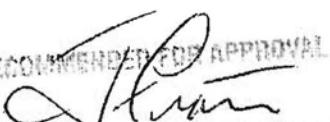


Susan Hamilton Beach, P. Eng
Land Development & Environmental Engineer



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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RECOMMENDED FOR APPROVAL


Joseph L. Pratesi
Chief Administrative Officer



AECOM
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4
www.aecom.com

5(m)

December 21, 2009

Project Number: 113147

Mrs. Susan Hamilton Beach, P. Eng.

City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mrs. Hamilton Beach:

**Re: Landfill Gas Management System
Sault Ste. Marie Municipal Landfill
Contract No. 2009-18E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Thursday, December 17, 2009 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2009-18E – Landfill Gas Management System consists of supplying all materials, labour and equipment for the construction of an “active” landfill gas collection and management system including extraction wells, landfill gas headers and laterals, condensate drains, condensate forcemains, a blower/flare station, electrical servicing and system commissioning.’

The tender advertisement was published in the Sault Star on Saturday, November 14, 2009. Tender documents were made available at the consultants office commencing on Tuesday November 17, 2009 following receipt, from prospective bidders, of a \$50 refundable deposit. The tender documents were also available for review, at no charge, at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

A total of sixteen (16) Contractors and Suppliers requested copies of the tender documents.

During the tender period, plan takers submitted a number of questions and/or requested clarification on several items. A total of four (4) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some final design related changes. During the tender period, the original tender closing date of December 10, 2009 was extended to December 17, 2010 to better accommodate prospective bidders.

2.0 Summary of Tenders

Four (4) Contractors submitted sealed tenders for Contract No. 2009-18E to the City Clerk's office on Thursday, December 17, 2009. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Caicco in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender.

The following were the results of the submitted Total Tender Values, including GST, in ascending order of bid price:

1.	Avery Construction	-	\$2,165,866.68
2.	Belanger Construction	-	\$2,179,502.87
5.	Golder Associates	-	\$2,204,739.60
6.	George Stone and Sons	-	\$2,436,070.00

The Total Tender Value for each includes a contingency allowance of \$100,000.

The Engineer's tender estimate for this Contract was \$2,300,000.00 which was compiled based on known prices for similar work undertaken in other communities together with an appropriate factor to reflect the geographic location of this project. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 1. The following specific comments are noted:

1. All tenders were properly signed and executed.
2. The tenders were checked for mathematical errors. All tenders were correctly calculated in computing the Total Tender Value.
3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tender also included Statement 'E' for alternative prices. None of the bidding Contractors provided alternative prices.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.
7. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum Nos. 1 through 4 inclusive.

4.0 Discussions

In our review of the tenders submitted, we did not note any significant errors or omissions with the tenders that would lead to disqualification.

The low tenderer, Avery Construction Ltd., is well known locally and has completed previous contracts for the City of Sault Ste. Marie but has not identified any direct experience with landfill gas management systems. Subcontractors identified in their tender submission include Graham Newman Construction for the concrete work, Forlam Inc. for the landfill gas extraction wells, R.F. Mechanical for the wellheads, condensate sumps/pumps, blower skid, enclosed flare and system start-up, and S&T Electric for the electrical systems. With the exception of Forlam Inc. all of the subcontractors are local and have completed work for the City.

5.0 Tender Estimate

The low tender amount of \$2,165,866.68 (incl. GST) is lower than the Engineer's tender estimate by \$134,133.32 (incl. GST) or approx. 5.8%.

6.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The required by-law be passed by Council as per the attached Form of Agreement for execution of the related construction contract with the successful Contractor; and
2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Rick Talvitie, P.Eng.
Project Manager
Encl.

5(n)

Fire Chief Marcel Provenzano

Division Heads:

Suppression – Frank Brescacin
EMS – David Stokes
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



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

January 11, 2010

Mayor John Rowswell and
Members of City Council

Re: Termination of Fire Protection and Fire Prevention Agreement with Prince Township

Please be advised that effective January 1st, 2010, the Fire Protection and Prevention Agreement with Prince Township was terminated and as a result, the Sault Ste Marie Fire Services no longer provides those services to Prince Township. Effective on that same date, the Prince Township Volunteer Fire Department (VFD) once again became fully operational and commenced Fire Protection and Fire Prevention services for the township.

In a recent discussion with Fire Chief Mike Mousseau of the Prince Township VFD, I confirmed that their fire department personnel have been re-qualified and are capable of providing fire protection and fire prevention services to Prince. In addition, I have also been assured that all of their apparatus and equipment is completely functional and ready for service.

As a result of the foregoing changes, the Prince VFD shall be re-established in the Mutual and Automatic Aid Plan and Program for the District of Algoma, offering full response capabilities in the event of a Mutual Aid occurrence.

This report is provided as information for the Mayor and members of Council.

Respectfully,

Marcel Provenzano
Fire Chief

MP/dm

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

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.5

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 01 11

Re: Appeal by the Northern Retail Professionals Association (NRPA) of the Question Regarding Boxing Day Question to be put on the Ballot for the 2010 Municipal Election

Attached is a letter which was received in the City Clerk's Office December 21, 2009 from the NRPA appealing the wording contained in By-law 2009-187. In accordance with section 8.1(7) of the Municipal Elections Act I have forward this notice of appeal to the Chief Electoral Officer, Greg Essensa. This notice of appeal was required to be sent to the Chief Electoral Officer within fifteen days of the last date for appeal, which was December 29, 2009. Along with the letter from the NRPA I sent to Mr. Essensa the following additional information:

1. Certified By-law 2009-187
2. Notice of passing of By-law 2009-187 published December 5, 2009
3. Notice of appeal of By-law 2009-187 from NRPA
4. Certified By-law 2007-119
5. My report to Council dated 2009 10 26 (w/o attachments)
6. Notice of public meeting published November 7, 2009
7. Copy of letter to the Minister of Municipal Affairs and Housing, Mr. J. Watson, dated 2009 11 03.

Under section 8.1(9) of the Municipal Elections Act the Chief Electoral officer shall, within 60 days of receiving a notice of appeal, hold a hearing and dismiss the appeal or allow the appeal in whole or in part. The Chief Electoral Officer can make an order amending the by-law or directing the municipality to amend the by-law.

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I will keep Council advised.

Respectfully Submitted,

Lorie Bottos

Lorie Bottos
City Solicitor

LAB/dh

Enclosure

Council Reports\2010\Appeal of Boxing Day Question

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



Attn: Donna P. Irving, City Clerk

The Corporation of the City of Sault Ste. Marie
 99 Foster Drive, P.O. Box 580
 Sault Ste. Marie, ON P6A 5N1

Phone: (705) 759-5388

Fax: (705) 759-2310

cityclerk@cityssm.on.ca

Re: Appeal of By-Law 2009-187

Please review the following appeal in accordance with the Municipal Elections Act section 8.1 subsection 6, "Appeal" and forward onto the Chief Electoral Officer of the Province of Ontario, Mr. Essensa.

Greg Essensa, Chief Electoral Officer
 Elections Ontario
 51 Rolark Drive
 Toronto, ON M1R 3B1

By-Law 2009-187 Question:

"Are you in favour of retail establishments (stores) opening on December 26th (Boxing Day)?

Municipal Elections Act

Section 8.1, 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)."

Section 8.1, 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."

The question is not clear.

1. Boxing Day is a Statutory Holiday as governed by the Federal Government. By using the term "Boxing Day", without any clarification, the electorate may think they are voting on their Statutory Holiday as apposed to the Civic Holiday as currently legislated by Sault Ste. Marie's City Council in By-Law 2007-119.
2. No terms or words are used to clarify the fact that "retail establishments (stores)" does not include all "retail establishments (stores)", which could be cause for confusion as the electorate may think that all will be affected, especially because the wording of the question is the opposite to what is currently legislated in By-Law 2007-119.

The question is not neutral.

3. By using the opposite connotation as to what is found in the affected By-Law (2007-119) the question leading and affectively biasing itself.

The question is not concise.

4. The question contains two words/terms in brackets, "Boxing Day" and "stores" that makes for an elongated question. The words/terms in brackets could have been eliminated or better incorporated with a more appropriate phrasing of the question.

Please also see below letter sent to council outlining some of the above concerns concerns.

Yours truly,
The Executive of the NRPA Inc.

Phone/Fax: (705) 253-2645

Letter sent to council October 26th, 2009:

To Whom It May Concern:

In regards to the report from Lorie A. Bottos, City Solicitor to the Mayor and Council, File No. R.1.2.5 of October 26th, 2009, we would like to point out:

The proposed question does not directly relate to By-Law 2007-119 in that :

By-Law 2007-119 states that "*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.*" which is a clearly stated ban on the act of retailing; therefore the question should not ask if people are in favour of stores being open but instead ask if people are in favour of certain retail businesses being closed.

Also, the proposed question is not clear, in that:

By using the term "stores" the question is not accurate, in that the term "store" does not fully encapsulate the types of businesses that are currently affected by By-Law 2007-119, nor does it allow for people to understand that there are exemptions (which Mr. Bottos states him self in the proposed By-Law).

And finally, the proposed question appears not to be neutral, in that:

The use of the term Boxing Day (even in brackets) is unnecessary and could be construed as biased; this term does not appear in By-Law 2007-119, and is often used by retailers in the advertisement of sales on dates other than December 26th, and therefor should not be used in the question.

We would like to propose a question that relates more directly to By-Law 2007-119 (the By-Law that would be directly affected by the outcome of the referendum), is more clear in its framing of the question, and would be completely neutral:

"Are you in favour of the current By-Law, which requires certain retail businesses to be closed on December 26th, of each year?"

How this question addresses issues stated above:

- By asking if people are in favour of the current By-Law, the question relates directly to the outcome;
- By stating "certain retail businesses" instead of "stores" the issue of indicating that not all business are affected by this By-Law is implied and also keeps the question concise;
- By stating the date on which the By-Law affects retail businesses, as apposed to the nickname of the holiday, the question remains neutral.

Presentation made to council November 26th, 2009:

Thank you for the opportunity to address council this evening.

Now, you all have a copy of the concerns outlined by the NRPA in your packages. I would like to take this opportunity to possibly clarify some of the points made and address some concerns raised at the October 26th meeting.

Please keep in mind that the Municipal Elections Act, section 8 subsection 2 states that the question place on a ballot must be clear, concise and neutral.

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

The question, however it is worded by council, will result in either the retraction or vindication of By-Law 2007-119 which currently legislates that certain retail business establishments remain closed on December 26th. In either case this By-Law is directly affected. Due to such an obvious implication of this By-Law we believe that it **must** be referred to in the question. It would be completely biased to not referring to the affected By-Law.

Understandably, in past referendums questions have been worded similarly to the one proposed, however, their outcomes resulted in the creation of By-Laws and not the retraction or vindication of one.

On the matter of whether the question is worded in the positive or negative, this should be determined by the contents of the By-Law that is directly affected. By-Law 2007-119 legislates that certain retail businesses be closed December 26th of each year. If stores are referred to in the question as being open this would be cause for confusion as the By-Law requires stores to be closed, as well, at the time of the vote, community members would recall December 26th, 2009 where stores were closed. Therefore the question should not refer to stores being open but instead should refer to stores being closed.

In the spirit of keeping the question neutral, the use of the term Boxing Day should be reconsidered. Community members all know what December 26th is, however we're dealing with a By-Law that relates to retail businesses, some of which have Boxing Day sales through out the year. The use of this term could be construed as very biased.

We would like to propose the following question for council's consideration. It relates directly to the affected By-Law and is clear, concise and neutral:

"Are you in favour of the current By-Law, which requires certain retail business establishments to be closed on December 26th of each year?"

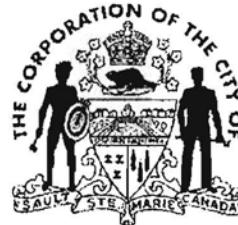
Understandably this proposed question may need to be shortened to be considered concise and if this is case we would recommend using the wording "certain businesses" in stead of "certain retail business establishments", as the use of the term "stores" does not fully encapsulate all the affected businesses and some do not consider themselves stores at all. For example the business that I work for considers itself a shop as apposed to a store.

Thank you for your time and consideration.

5(p)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2010 01 11

RE: REVISED CALCULATION FOR PURCHASE PRICE AND PROPERTY BEING SOLD TO ELEMENTA GROUP INC.

BACKGROUND

At the December 7 meeting I had a Report to Council recommending the sale to Elementa Group Inc. of 22 acres at the southeast corner of Base Line and Leigh's Bay Road for a sale price of \$376,707.00.

Since that time Mike Wozny, Vice President of Business Development for Elementa and Planning Director, Don McConnell have met to review the area required to be retained on the north side of the property for services and a possible extension of the rail line across the north limit of the property.

As a result of those discussions, the revised calculation of the property being sold to Elementa Group Inc. is 15.3 acres, made up of 9.6225 acres at \$20,000.00 per acre and 5.6225 acres at \$7,000.00 per acre. The total purchase price now is \$231,807.00, as opposed to the \$376,707.00 mentioned in my earlier report.

In an e-mail December 11 from Mike Wozny to me he indicated that Elementa has no issues with the reduced 15.3 acre site.

ATTACHMENT

A revised plan of property being conveyed to Elementa is attached.

RECOMMENDATION

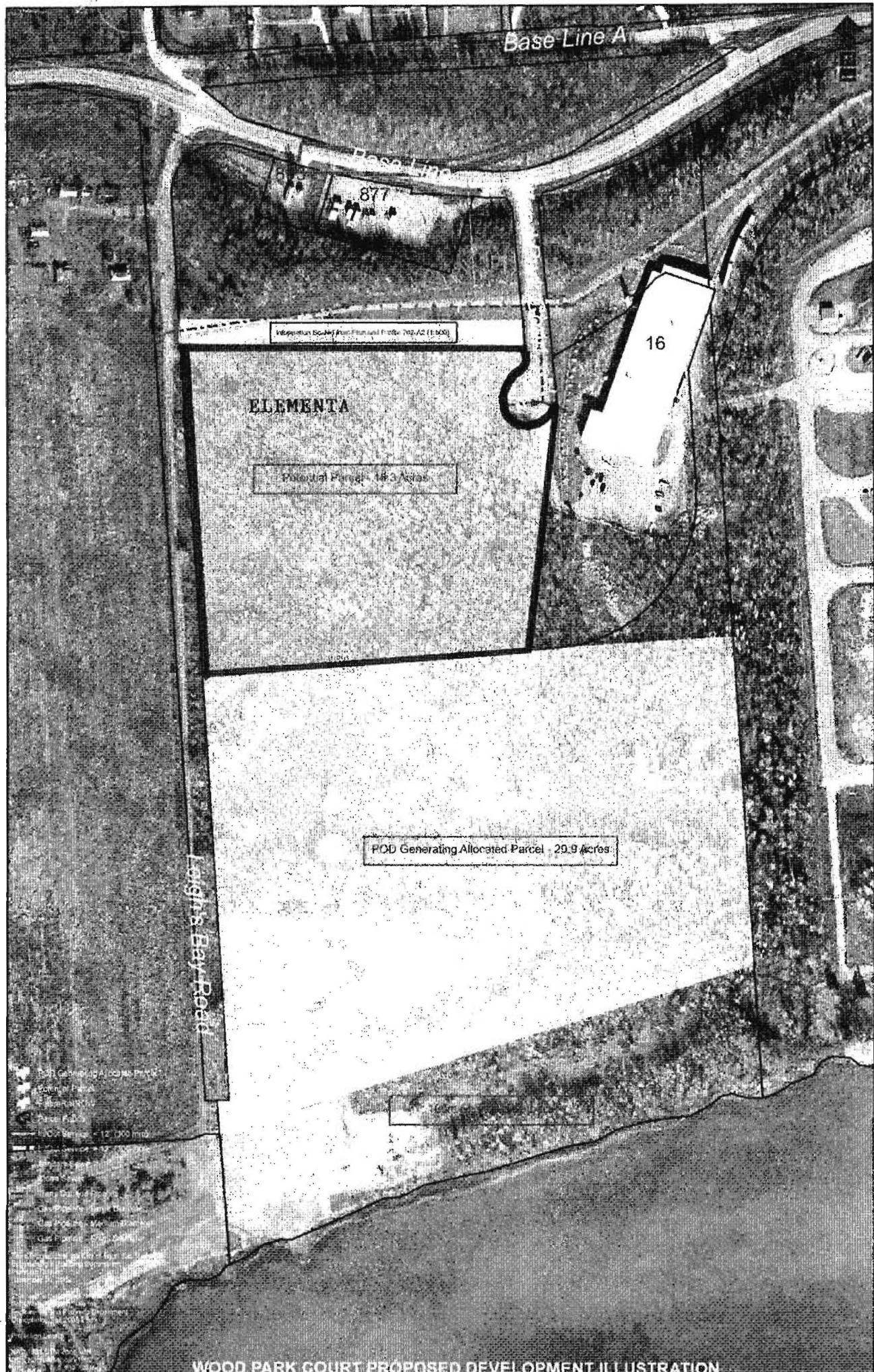
The recommendation therefore is that 15.3 acres (subject to confirmation made by a survey) be sold to Elementa Group Inc. at a total purchase price of \$231,807.00. By-law 2010-10 appears on your agenda.

Respectfully submitted,
Lorie Bottos
Lorie Bottos,
City Solicitor
LAB/da

c.c. John Febraro, Acting Executive Director
Development Sault Ste. Marie

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

5(A)



WOOD PARK COURT PROPOSED DEVELOPMENT ILLUSTRATION

5(g)



2010 01 11

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Archaeological Site Potential Assessment

As part of the 2009 Capital Works Budget, a funding allowance was allocated for an archaeological site potential assessment of the community.

This study is a requirement of the Provincial Policy Statement which sets out land use planning requirements for municipalities in the Province of Ontario.

The Provincial Policy Statement requires that "Development and site alterations shall only be permitted on lands containing archaeological resources or areas of archaeological potential if the significant archaeological resources have been conserved by removal and documentation, or preservation on site. Where significant archaeological resources must be preserved on site, only development and site alteration which maintain the heritage integrity of the site may be permitted."

To satisfy this requirement, a Steering Committee with representation from the Historic Sites Board, the Municipal Heritage Committee and City staff was formed. With the Committee's assistance, a Request for Proposals was issued in November to undertake a study to identify areas of significant archaeological potential in the community.

Proposals were received from the following three firms:

- Archaeological Services Inc.
- Horizon Archaeology Inc.
- Woodland Heritage Services Ltd.

5(g)

The Steering Committee evaluated the proposals on the basis of experience, qualifications, methodology, deliverables and value. The Committee recommends that this project be awarded to Archaeological Services Inc. of Toronto. This firm is the largest archaeological consulting company in Canada and has extensive experience in studies of this type.

Planning Director's Recommendation

That City Council authorize an agreement with Archaeological Services Inc. to undertake and complete an archaeological site potential assessment at a total cost not to exceed \$40,000 exclusive of applicable taxes.

DBM/pms

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

Data\APPL\REPORT\Archaeological Site Potential Assessment.doc

5(r)

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation department

2010/01/11

Mayor John Rowswell
And Members of Council
Civic Centre

Subject: No Parking Zone - Wilcox Avenue from Wilson Street to Railroad Avenue

At the December 15, 2008 Council meeting, Council dealt with a request from the residents of Wilcox Avenue to plow both sidewalks between Wilson St. and Railroad Avenue. It was agreed by Council that the sidewalk on the south side of Wilcox Avenue would be plowed starting in the winter of 2009. In addition Council agreed that an "*all day no parking zone be put in place from November 1 to March 31 along the south side of Wilcox Avenue starting in the fall of 2009 to permit snow storage in the parking lane.*"

We concur with Council's request and if Council is in agreement, By-law 77-200 will be amended to add a no parking zone on the south side of Wilcox Avenue from Wilson Street to Railroad Avenue.

An appropriate amendment to By – Law 77-200 is included elsewhere in the agenda.

Respectfully submitted.

A handwritten signature of J. M. Elliott.

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

RECOMMENDED FOR APPROVAL
A handwritten signature of Joseph M. Fratesi.
Joseph M. Fratesi
Chief Administrative Officer

5(s)

Randall Roy
Waste Diversion
Supervisor



Public Works &
Transportation
Department

2010/01/11

Mayor J. Rowswell
and Members of City Council
Civic Centre

RE: SPECIAL WASTE CONTRACT EXTENSION FOR MUNICIPAL HAZARDOUS WASTE PROGRAM

The purpose of this report is to request that Council authorize municipal staff to extend the existing contract for the collection and disposal of Household Special Waste accumulated at the Household Special Waste Depot from January 1st 2010 until December 31st, 2010.

Discussion

The municipality under a shared responsibility agreement with Stewardship Ontario collects and packages, household special waste for transportation and disposal. Under the program the municipality is reimbursed cost incurred for the shipping and processing of the selected wastes.

Effective July 1st 2010 the Minister legislated that Waste Diversion Ontario implement a program plan through Stewardship Ontario that includes collection and processing of 23 different materials handled by the MHSW program. This plan must include all costs including collection. The upcoming changes in the funding and operations of the program make the tendering of a long term contract impractical at the present time.

Hotz Environmental our current contractor has agreed to extend their contract with us for one more year. Correspondence from Hotz agreeing to the extension is attached.

Recommendation

It is recommended that Council approve the extension of the MHSW contract with Hotz Environmental.

All of which is respectfully submitted.

Recommended for approval,

Randall Roy
Waste Diversion Supervisor

J.M. Elliott, P. Eng.
Commissioner

December 16, 2009

RECEIVED

DEC 21 2009

The Corporation of the City of Sault Ste. Marie
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
P6A 5N1

Attention: Mr. Randall Roy

Dear Mr. Roy:

Subject: HHW Contract Extension 2003wb02

In accordance with the aforementioned contract, please accept this letter as official confirmation that Hotz Environmental Services Inc. agrees to extend the terms and conditions of the current HHW contract with the City of Sault Ste. Marie.

Hotz agrees to provide the contracted services for the year January 1, 2010 to December 31, 2010. All terms and conditions will remain the same as outlined in the contract.

I would like to propose that the contract may be opened for negotiation should the Minister of the Environment's MHSW Consolidated Plan require changes in service in the months ahead. Hotz understands there may be some elements of the plan that will affect the current operational agreements and we are flexible to work with the City to find a mutually beneficial arrangement to accommodate these potential changes.

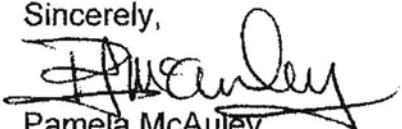
One such modification that has presented itself is the change in the management of the "automotive sector waste streams" separately from this contract, Hotz agrees to remove these items and bill Stewardship Ontario directly. Specifically, we are referring to oil filters and antifreeze.

In addition, should the changes be significant, either party may exercise an option to cancel the contract with 90 days notice to the other party.

5(s)

Hotz Environmental Services would like to thank the City of Sault Ste. Marie for this opportunity to continue our services to your residents. We all look forward to working together with your staff in the coming year.

Sincerely,



Pamela McAuley
Vice President
Business Development
Hotz Environmental Services Inc.

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 01 11

Mayor John Rowswell and
Members of City Council

Re: Heritage Discovery Site – Ermatinger-Clergue National Historic Site

On the agenda is a report from the Historic Sites Board concerning the funding for the proposed Heritage Discovery Centre.

The known funding sources are Cultural Spaces for \$1.8 million, Northern Ontario Heritage Fund for \$1 million and the Historic Sites Board for \$100,000 based on current reserves.

The maximum financial capital risk for the City is approximately \$1.1 million if no additional funding is obtained beyond the above listed while the minimum cost is \$200,000 based on the federal application for the Cultural Spaces grant.

The Historic Sites Board has applied to Fednor, Industry Canada for a \$500,000 grant. If this funding is not approved, the Historic Sites Board has asked for a loan from the City. After initial review, it would be difficult for the Historic Sites Board to repay a \$500,000 loan to the City.

The Historic Sites Board is actively exploring other funding sources for this project to minimize the net cost to the City.

We project that the current revenues for the Historic Sites Board are required to finance current expenditures with minimal funding available for capital debt repayment, except for such revenue sources as the marketshare program, brick sales and memberships estimated to generate approximately \$10,000 per year.

In summary, any capital funding not received from outside sources would be funded by the City. The capital cost of this project would be an added obligation to our capital financing plan for infrastructure programs that was approved by Council on April 7, 2009.

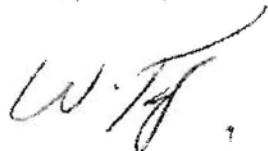
5(+)

Heritage Discovery Site – Ermatinger-Clergue National Historic Site
2010 01 11
Page 2.

Also, the additional net operating costs for the Heritage Discovery Centre would be added to the City's operating budget.

This report is provided for the information of Council.

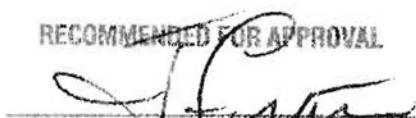
Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

6(6)(a)



2010 01 11

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-23-09-Z – filed by John Millar

SUBJECT PROPERTY:

Location – Located on the west side of Glengary Gate Crescent, approximately 200m (656') south of its intersection with Fourth Line East, civic no. 61 Glengary Gate Crescent

Size – Approximately 60m (187') frontage x 115m (377.3') depth; 0.69 ha (1.72 acres)

Present Use – Estate Residential

Owner – Gwen & John Millar

REQUEST:

The applicant, John Millar, is requesting a rezoning from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit one (1) additional dwelling unit within the existing residence.

Comments

Originally scheduled for Council's November 9, 2009 Agenda, this application was deferred to City Council's January 11, 2010 meeting so that the applicant could attend.



2009 11 09

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Application No. A-23-09-Z – filed by John Millar

SUBJECT PROPERTY:

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REQUEST:

The applicant, John Millar, is requesting a rezoning from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit one (1) additional dwelling unit within the existing residence.

CONSULTATION:

Engineering – No objections

Building Division – See attached letter

Legal Department – See attached letter

PUC Services – No objection

Fire Services – No objection

CSD – No concerns

PW&T – No comment

Conservation Authority – See attached letter

Algoma Public Health – See attached letter

PREVIOUS APPLICATIONS

In 1990, the property was rezoned from "RA" (Rural Area) zone to "R.1" (Estate Residential) zone, as part of the subdivision approvals for Glengary Estates.

Conformity with the Official Plan

The subject property is designated Rural Area on Land Use Schedule "C" of the Official Plan. Although current Rural Area policies permit 'limited residential development', the policies do not provide direction with respect to dwelling types or densities. Such details are regulated through the Zoning By-law.

Consequently, the application conforms to the Rural Area policies of the Official Plan.

Comments

The applicant, John Millar is requesting a rezoning by way of a Special Exception to the "R.1" (Estate Residential) zone to legalize the second dwelling unit within the existing residence.

The character of the area is substantially sized single detached homes on large lots capable of supporting on-site wells and septic systems, as the area does not have access to municipal services. Although the requested legalization of the second dwelling unit will not change the exterior of the home or property, if approved, it will set an inappropriate precedent.

Planning Division is generally supportive of most residential intensification requests; however such intensification should occur within the Urban Settlement Area, with better access to the municipal servicing network and nearby amenities. Approval of similar applications in the Rural Area may create an increased demand to extend public services.

Zoning By-law Definition of a Dwelling Unit

Means a single, or series of rooms of complementary use for human habitation, which is located in a building in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof. Such rooms shall have a private entrance directly from outside the building or from a common hallway inside the building, in which all occupants have access to all of the habitable areas and facilities of the unit. This unit shall be occupied and used, or be capable of being occupied and used as a single and independent housekeeping establishment.

Planning and Building Divisions are mindful that there are numerous situations resulting in a wide variety of living arrangements. For example, many elders are choosing to live with family. In response to the wide variety of living arrangements, Planning and Building Divisions have adopted a liberal interpretation of what constitutes a dwelling unit. Based upon the Zoning By-law definition of a dwelling unit, Building Division has developed the following criteria, all of which must be present for the dwelling unit to be considered separate:

- Separate food preparation facilities?
- Separate washroom facilities?
- Exclusivity of the space?

It is recognized that there are many single detached homes with second, or 'summer kitchens', as well as multiple washrooms. Therefore, in most instances, including this application, the determining factor of a second dwelling unit is the exclusivity of the space. Are occupants able to move freely throughout the dwelling unit/residence? For example, a single detached residence with a kitchen and washroom in the basement, but no doors between the upstairs and downstairs would not be considered a duplex, or as having 2 separate dwelling units. In this instance all occupants can move freely throughout the entire residence. As soon as a locking door is installed, it becomes two (2) separate dwelling units.

This liberal interpretation of a second dwelling unit is intended to create flexibility in allowing a wide variety of living arrangements. It is our understanding that the applicant was given the option of removing barriers between the two (2) 'living areas', as opposed to rezoning the subject property.

Correspondence from Algoma Public Health (attached) notes that the original septic system was designed for 4 bedrooms, whereas the current residence actually has five (5), although the applicant has indicated that in the near future, the home will likely revert back to four (4) bedrooms plus a den. It appears as though the leaching bed is large enough to handle five (5) bedrooms, but the septic tank is somewhat undersized. Algoma Public Health's final recommendation is that it may be prudent for the owner to increase the tank size if he wishes to maintain five (5) bedrooms.

Although at this time on-site servicing does not appear to be an issue, if the request is granted the zoning would stay with the property. Future owners would have the ability to rent out the second dwelling unit, which could result in an occupant load that may exceed the current capabilities of the on-site septic system.

The attached correspondence from the Building Division notes that the second dwelling unit was discovered during a follow-up inspection to address other items that were not completed by the owner. Building also notes that the second dwelling unit has not been reviewed for compliance with the Ontario Building Code. If Council chooses to approve this application, a number of fire retrofit and/or conversions may be required prior to the issuance of a final occupancy permit.

Correspondence from Legal (attached) also notes that this was an illegal conversion to a duplex, and as such, should not be recommended for approval.

The Sault Ste. Marie Region Conservation Authority (correspondence attached) notes that the subject property is under the jurisdiction of the Conservation Authority, and that a permit will be required prior to any development or site alteration. The applicant is not proposing any development at this point. The Conservation Authority also notes that the subject property is within an area that is under consideration of the Drinking Water Source Protection Program, however the proposed duplex, as well as any other residential use, poses a minimal threat to the groundwater aquifer.

Up until the drafting of this report, there is one letter of objection (attached) from a nearby resident. The objector notes that the approval of this application may set a precedent for others in the neighbourhood, with special consideration for the impact to the water supply.

SUMMARY

The "R.1" (Estate Residential) zone is the most restrictive residential zone, aimed at providing lands for and regulating single detached dwellings, often on private wells and septic systems within a rural setting. The character of most Estate Residential zoned areas, including Glengary Estates is prestigious, with large homes located on large lots. Permitting, or legalizing the existing duplex, or second dwelling unit would set an inappropriate precedent within the Estate Residential zone, or any Rural Area zoned property. While Planning staff generally supports residential intensification, such intensification should occur within the Urban Settlement Area, with access to Municipal Services and nearby amenities.

The applicant has noted that the lodging has been provided for an elderly friend. If approved, the zoning would remain with the property. Future owners would have the ability to rent out the second unit to any number of people, which could result in overloading the current septic system. If Council chooses to approve this application, it is recommended that such approval be on a temporary basis, not to exceed 3 years, which is consistent with the applicants stated intent to eventually eliminate the second dwelling unit.

Planning and Building Divisions recognize that a wide variety of living arrangements exist throughout the community, and as a result, a liberal interpretation upon what constitutes a separate dwelling unit has been implemented. In this instance, the applicant could easily remove one barrier between the two (2) units, to allow all occupants access to the entire residence.

Given the precedence that such an approval might set, and the alternatives that are available to the applicant, it is not recommended that this application be approved.

Planning Director's Recommendation

That City Council deny the applicants request to rezone the property from "R.1" (Estate Residential) zone to "R.1.S" (Estate Residential) zone with a Special Exception to permit a duplex, or two (2) dwelling units within the existing residence.

PT/pms

PUBLIC NOTICE – 2010 01 11, Council Chambers, Civic Centre

Peter Tonazzo

Subject: FW: 61 Glengary Gate Crescent rezoning application A-23-09-Z

From: Don Maki

Sent: September 18, 2009 11:10 AM

To: Don McConnell; Pat Schinners

Subject: 61 Glengary Gate Crescent rezoning application A-23-09-Z

Hi Don

The above application is the result of outstanding final inspections that were not completed by the permit holder. At that time it was determined that the owner added a second dwelling unit sometime after 1992. Given that the additional unit was illegally constructed, it has not been reviewed to determine compliance to the Ontario Building Code. Depending on when this unit was established, a review is required to determine compliance to either the fire retrofit requirements of the Fire Code or the conversion requirements of the Ontario Building Code.

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

6(6)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT



2009 09 28

Don McConnell
Planning Director

Dear Don:

RE: APPLICATION A-23-09-Z - MILLAR - 61 GLENGARY GATE CRESCENT

On this application, if the conversion to a duplex was an illegal conversion, then my recommendation is that the rezoning not be recommended especially if the current owner was the owner at the time of the conversion. Approving such rezonings sends the wrong message, that being that a zoning by-law can be ignored and if the owner is questioned he or she can just apply for a rezoning.

Yours truly,

Lorie Bottos
Lorie A. Bottos
City Solicitor

LAB/on

6(6)(a)



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

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

September 29, 2008

VIA FAX 541-7165

Conservation Authority Comments:

Application # A-23-09-Z
John Millar
61 Glengary Gate Crescent
Sault Ste. Marie

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

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Potential Groundwater Recharge Area and the 25 Year Capture Zone Sensivity Area.

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

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

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

Sincerely,

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

Marlene McKinnon
GIS Specialist



Algoma
PUBLIC HEALTH
 Santé publique Algoma

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

October 5, 2009

Blind River
 P.O. Box 194
 9B Lawton Street
 P0R 1B0
 Tel: 1 (705) 356-2551
 TF: 1 (888) 356-2551
 Fax: 1 (705) 356-2494

DONALD MCCONNELL
PLANNING DIRECTOR
CITY OF SAULT STE MARIE
99 FOSTER DRIVE
5TH FLOOR CIVIC CENTRE
SAULT STE MARIE ON P6A 5X6

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

RE: A-23-09-Z
61 GLENGARY GATE CRES
MILLAR, John

Algoma Public Health has reviewed the rezoning application request for the above noted property. The property file indicates that a Certificate of Approval was issued to install a Class 4 system on September 9, 1992. The proposal was for a 4 bedroom residence. A Use Permit was issued on October 2, 1992.

The installed sewage system consists of a 4500 litre septic tank and a 350 foot pipe and stone leaching bed. In conducting a performance level review, the applicant indicated that the residence now contains 5 bedrooms but will probably revert back to 4 bedrooms plus a den in the next 2 to 3 years. The performance level review indicates that the septic tank is somewhat smaller than the minimum 5000 litres plus, tank requirements, but the leaching bed is adequate to handle five bedrooms.

Increasing the tank size might be prudent if the owner wishes to keep the number of bedrooms at five.

For healthier communities,



Wes Terry, CPHI (C)
Public Health Inspector

/ta

cc. Jim Millar

Judy Biocchi

From: linda ryan [linda.ryan@shaw.ca]
Sent: October 22, 2009 2:07 PM
To: City Clerk
Cc: linda.ryan@shaw.ca
Subject: Application No. A-23-09-Z - 61 Glengary Gate Crescent



Nov 9-09 Council
mtg

Hello, I am writing to provide input to the planning application that was identified in the Sault Star this past Saturday. From what I understand Mr. Millar is requesting a zoning change from estate residential R.1 to estate residential R.1.S. (special exception.)

While I am aware that Mr. Millar for all intents and purposes does currently have basically two units on the property and has had for some time, I am concerned that this may set precedent for others in the neighbourhood. While I am not opposed to Mr. Millar specifically requesting this change, if this were to change the zoning of the neighbourhood or allow for the development of rental units in the area, then I would be very concerned about the impact to the water supply.

If you should have any questions, please do not hesitate to contact me at 946 4583.

I trust that this is sufficient information that should any appeal be required at a future time.

Sincerely,

Linda Ryan
859 4th Line East
Sault Ste. Marie, Ontario
P6A 6J8

RECEIVED	
CITY CLERK	
OCT 23 2009	
NO.:	51531
DIST: Planning Agenda N	

6(6)(a)

Malcolm White

From: Judy Biocchi on behalf of City Clerk
Sent: November 06, 2009 11:57 AM
To: Malcolm White
Subject: FW: Application No. A-23-09-Z / John Millar

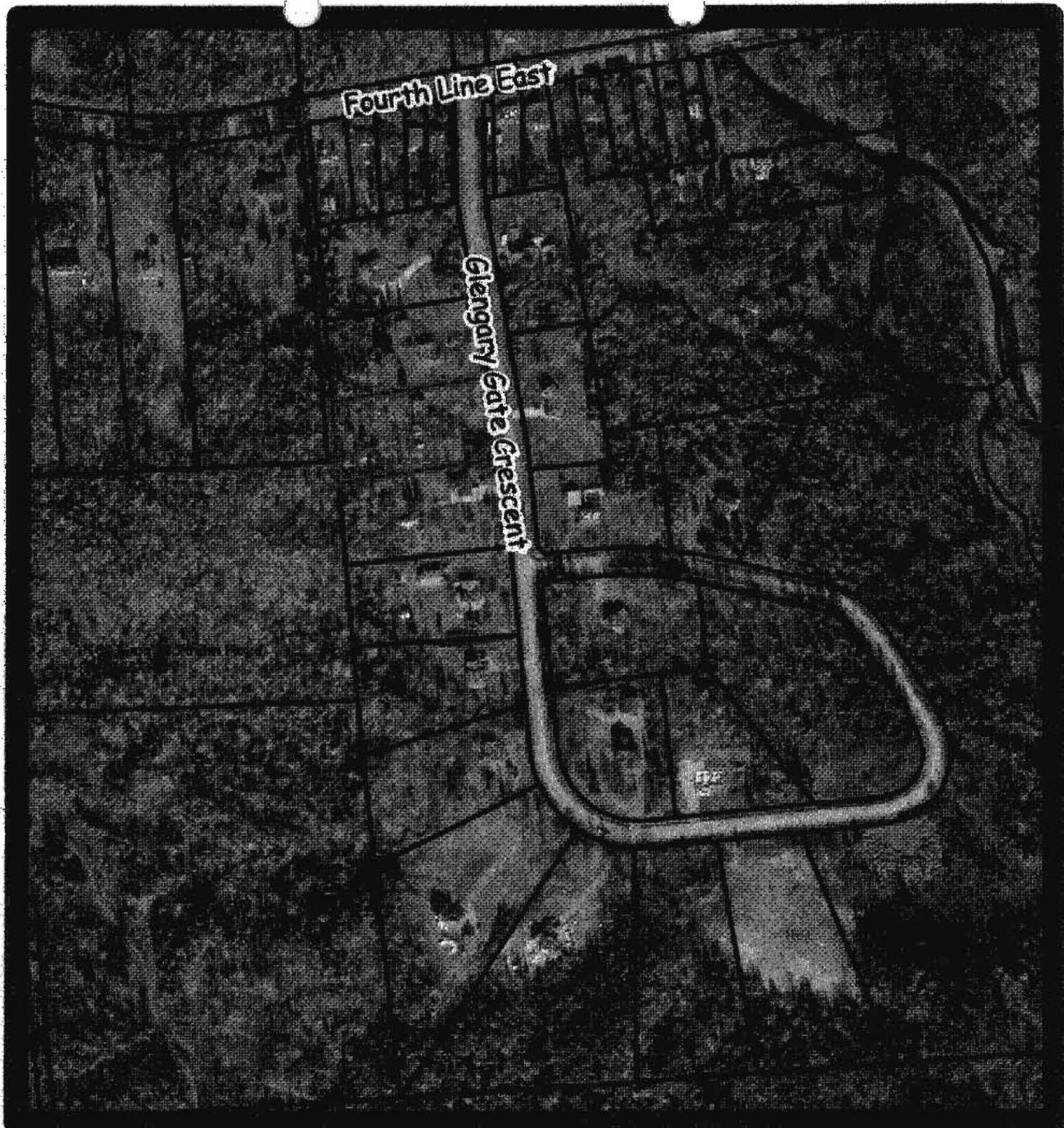
From: violette [mailto:violette@remax-ssm-on.com]
Sent: November 06, 2009 11:37 AM
To: City Clerk
Subject: Application No. A-23-09-Z / John Millar

To whom it may concern,
As a concerned neighbour, I object to re-zoning.
The subject property has had an In-Law Suite since it was built. Any re-zoning to special exemption defeats the single-family designation and opens the doors to every one in the neighbourhood looking for concessions.
Sincerely yours,

Violette Amimi



6(6)(a)

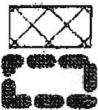


2008 ORTHO PHOTO
Application A-23-09-Z
61 Glengary Gate Crescent



Maps
128 & 1-143

Metric Scale
1 : 4000



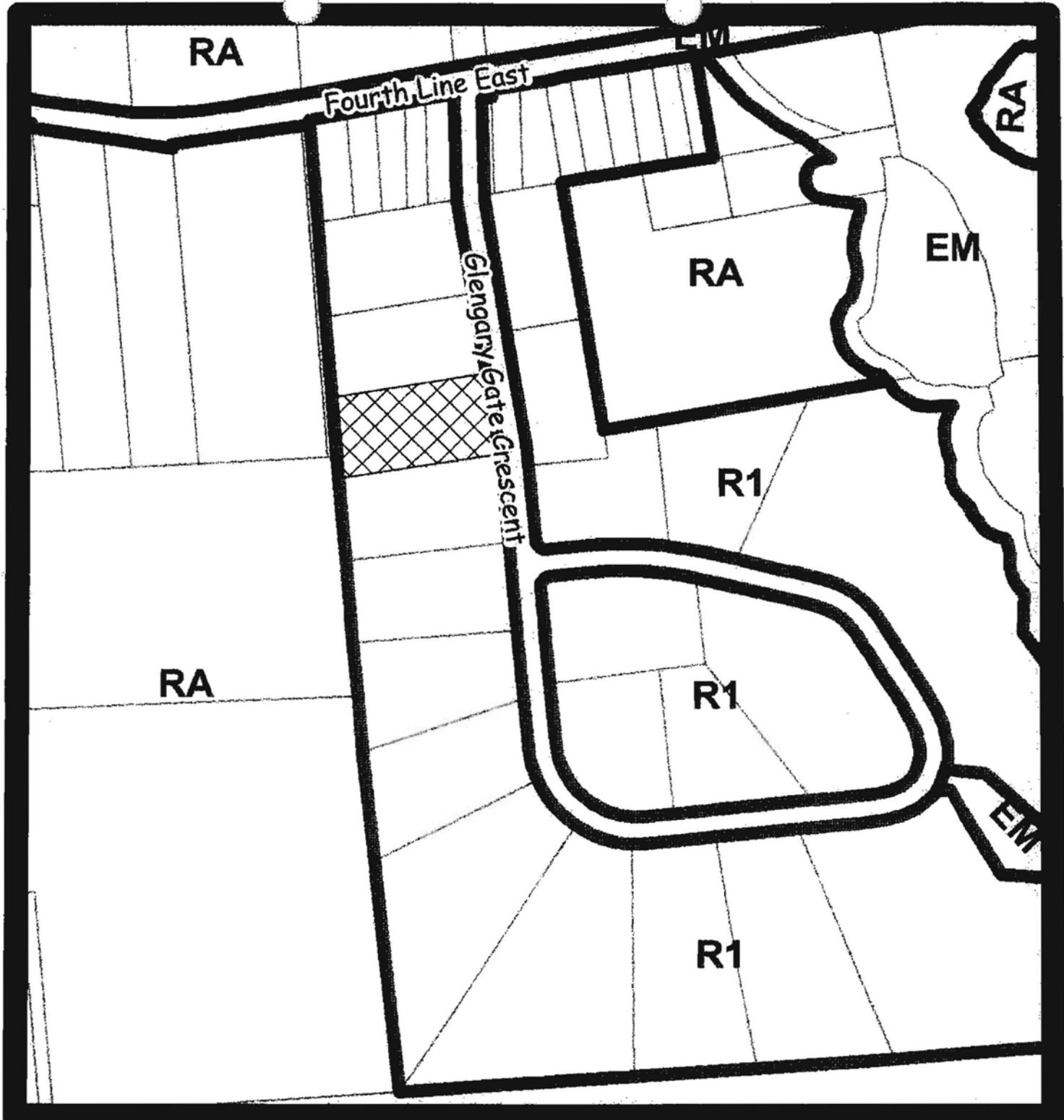
Subject Property - 61 Glengary Gate Crescent



Subject Property - 61 Glengary Gate Crescent

Mail Label
A23-09

6(6)(a)



EXISTING ZONING MAP

Application A-23-09-Z



- Subject Property - 61 Glengary Gate Crescent
- R1 - Estate Residential Zone
- RA - Rural Area Zone; RAhp
- EM - Environmental Management Zone

61 Glengary Gate Crescent

Metric Scale
1 : 4000

Maps
128 & 1-143



2010 01 11

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

- TO:** Mayor John Rowswell
and Members of City Council
- SUBJECT:** Application No. A-1-10-Z – filed by Chantal &
Nelio Quintinho
- SUBJECT PROPERTY:** Location – Located on the south side of Second Line West, approximately 557m (1,827') west of its intersection with Leigh's Bay Road, civic no. 1659 Second Line West
Size – Approximately 201m (660') frontage x 793m (2,601'); 16 ha (39.5 acres)
Present Use – Single Detached Residential
Owner – Chantal & Nelio Quintinho
- REQUEST:** The applicants, Chantal & Nelio Quintinho are requesting a rezoning from Rural Area zone to Rural Area zone with a Special Exception to permit a contractor's yard specializing in the display, sale and installation of cabinets, counter tops, and custom woodworking.
- CONSULTATION:** Engineering – See attached letter
Building Division – See attached letter
Legal Department – No comments
Fire Services – No objection
PUC Services – No objection
EDC – No objections
PW&T – No concerns
Conservation Authority – See attached letter

Accessibility Advisory Committee - No
objections

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. The applicants wish to operate a business specializing in the display, sale and off-site installation of kitchen and bathroom cabinets. The subject property also serves as the applicants' primary residence. The proposed use is similar to other uses in the Rural Area and as such, conforms to the Rural Area Policies of the Official Plan.

Comments

The applicants, Chantal & Nelio Quintinho are requesting a rezoning from Rural Area zone to Rural Area zone with a Special Exception to permit the display, sale and installation of cabinets, counter tops, and limited custom woodworking. At this time, the applicants do not intend to have any outdoor storage associated with the proposed use. Although the use will occur within the existing buildings, in the future, the applicants may erect a small building to display countertops and cabinets.

The proposed use is similar to a number of small-scale shops currently operating as home-based businesses in the Rural Area. Clients will choose cabinets and/or countertops, which will then be ordered and installed at the client's home. Beyond a small sign and a small display area, the property will remain within the rural residential character of the area.

Referring to the site plan attached, the subject property is large with approximately 200m (656') of frontage and 800m (2,625') depth, totalling 16ha (40 acres). At this time the use will be accommodated within the existing accessory buildings behind the residence. In the future, the applicants hope to develop a small showroom with dedicated access and parking.

The large size of the subject property is such that impacts to abutting properties will be minimal. The distance between the existing accessory buildings and the nearest neighbour's dwelling is approximately 130m (426'). The property's large size also creates the potential for a great deal of outdoor storage. Over time, there is the potential to accumulate building materials and equipment as the business grows. It is however important to note that this use is somewhat

different, in that the goods offered (cabinets and countertops) must be stored indoors. The applicants have indicated that there will be no outdoor storage associated with the use, although it is appropriate to address this issue as future circumstances may require outdoor storage. As a condition of the rezoning, all outdoor storage should be visually screened from Second Line and neighbouring dwellings.

The attached correspondence from the Engineering Department notes that a 5m road widening along this portion of Second Line West is required. Legal Department has confirmed that this widening has not been taken. The widening of this portion of Second Line West is not envisioned in the foreseeable future, although the applicants are aware that in the future it may be taken by the Municipality. Given existing setbacks and the size of the property, the 5m taking will not impact the property's current or future layout.

Correspondence from the Building Division notes that if there is a conversion of an existing building for retail or industrial use, the applicants must obtain a change of use permit, which may require upgrades to ensure Ontario Building Code compliance.

Correspondence from the Sault Ste. Marie Region Conservation Authority notes that a small portion of the northwest corner of the property is under the jurisdiction of the Conservation Authority, and a permit may be required prior to any development or site alteration. It is also noted that the subject property is within the potential groundwater recharge Area. Although the proposed use does not pose a threat to the City's groundwater aquifer, the applicants are reminded to ensure that proper safeguards are in place for the proper storage and handling of any chemical and petroleum products.

SUMMARY

The applicants are requesting a rezoning to permit the sale and display of cabinets and countertops, as well as a carpentry shop. Installations will occur off-site, and carpentry work will be geared towards small-scale fabrication and finishing. At this time the uses will be accommodated within the existing buildings, although the applicants hope to erect a small showroom with a dedicated access and parking area. Although the applicants do not intend to have any outdoor storage, it is appropriate to require such storage to be screened from Second Line and abutting dwelling units.

Planning Director's Recommendation

That City Council approve the applicant's request and rezone the subject property from Rural Area to Rural Area with a Special Exception to permit a

business specializing in the display, sale, and off-site installation of cabinets and countertops, subject to the following condition:

1. That any outdoor storage of materials or equipment associated with the use must be 100% visually screened from the street, and any abutting dwelling units, using vegetation, fencing, berthing, or any combination thereof.

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

PT/pms

PUBLIC NOTICE – 2010 01 11, Council Chambers, Civic Centre

Data\APPL\REPORT\A-1-10-Z.doc

6(6)(b)





2009 12 11
Our File: A-1-10-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION No. A-1-10-Z
1659 SECOND LINE WEST
REQUEST FOR AN AMENDMENT TO THE ZONING BYLAW

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

- A 5 m road widening is required, in addition to the original 20 m right-of-way. The Legal Department has confirmed that the widening has not yet been taken.

If you require anything further please, contact me.

Sincerely,

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

Catherine Taddo, P. Eng.
Municipal Services Engineer

c: Jerry Dolcetti, RPP
Larry Girardi

6(b)(b)

Pat Schinners

From: Don Maki
Sent: December 07, 2009 9:49 AM
To: Don McConnell; Pat Schinners
Subject: rezoning application A-1-10-Z

Hi Don

If there is a conversion of an existing building on site to a retail or industrial use the applicant must obtain a change of use permit and may require upgrading of the existing building to comply to the Ontario Building Code. There are no other issues with this property other than a possible drainage issue that was expressed to use back in 1983 when the adjacent property was filled. There has been no other complaint on this matter since.

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

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: December 15, 2009 11:53 AM
To: Pat Schinners
Subject: SSMRCA Response - A-1-10-Z

December 15, 2009

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

Conservation Authority Comments:

Application # **A-1-10-Z**
 Chantel & Nelio Quintinho
 1659 Second Line West
 Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. A permit may be required and therefore any development plans will have to be reviewed by SSMRCA.

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

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

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

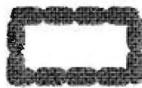
Should you have any questions on our comments please contact our office.

Marlene McKinnon
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East,
Sault Ste. Marie, Ontario P6A 5K7
Business: (705) 946-8530 ext 204
Fax: (705) 946-8533
Email: mmckinnon@ssmrca.ca



**2008 ORTHO PHOTO
APPLICATION A-1-10-Z
1659 Second Line West**

Legend



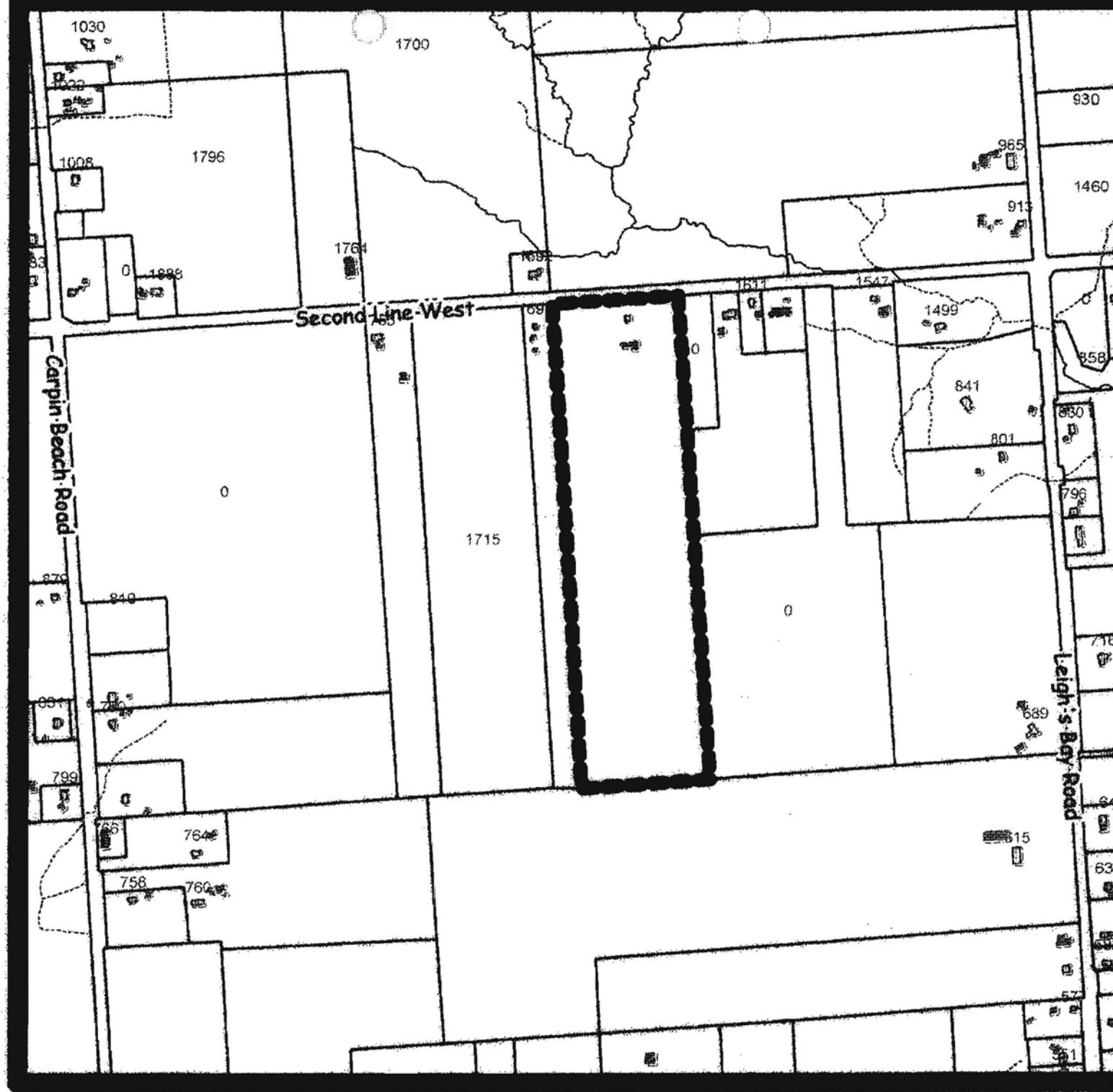
Subject Property = 1659 Second Line W



Metric Scale
1 : 9000

Maps
512 & 2-21

10(611v)

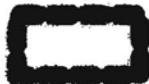


**SUBJECT PROPERTY MAP
APPLICATION A-1-10-Z
1659 Second Line West**



**Metric Scale
1 : 9000**

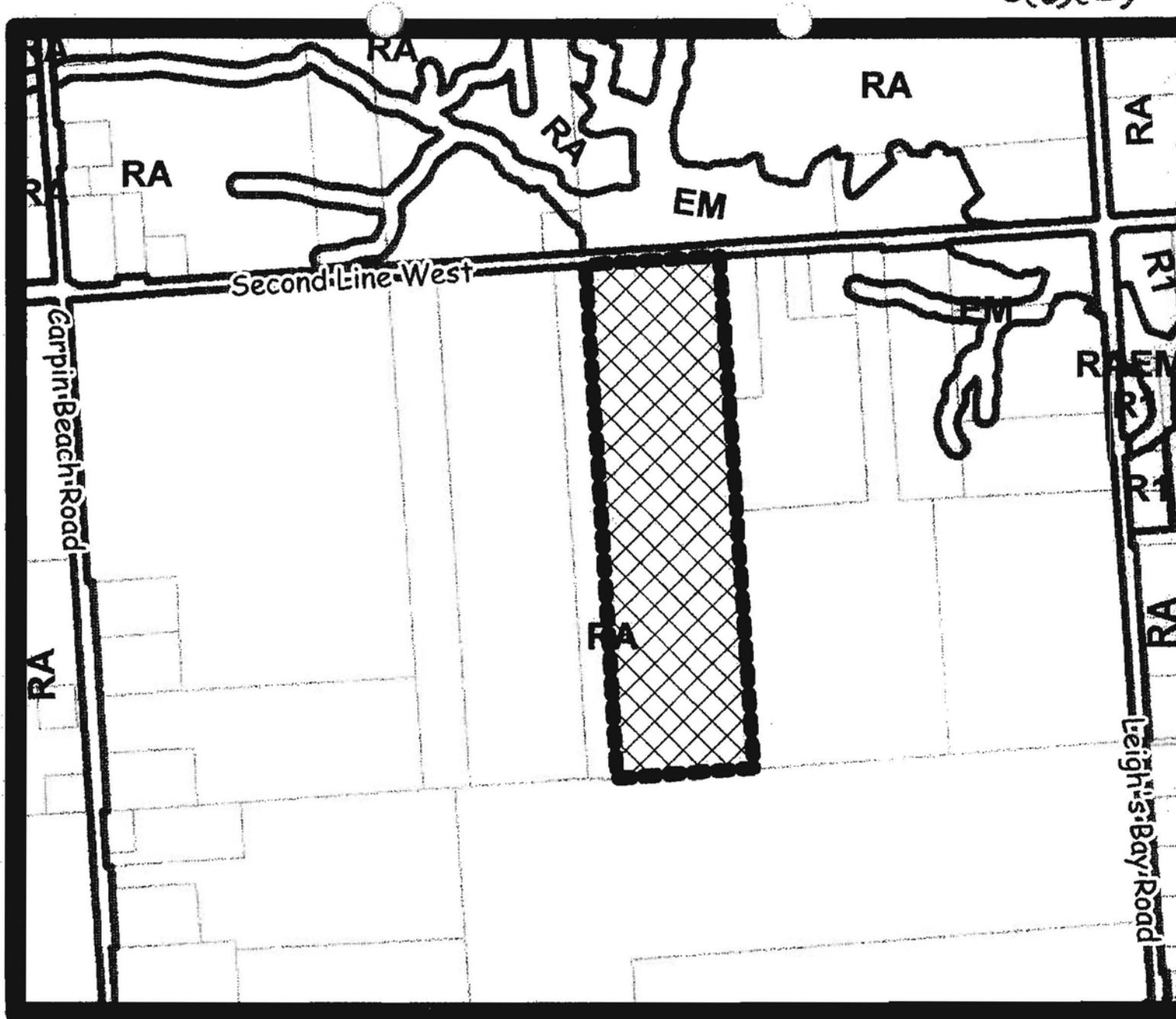
Legend



Subject Property = 1659 Second Line W

Maps
512 & 2-2

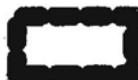
(6)(b)



EXISTING ZONING MAP

APPLICATION A-1-10-Z

Legend



Subject Property = 1659 Second Line W



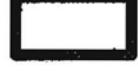
Subject Property = 1659 Second Line W



RA - Rural Area Zone; RAhp



R1 - Estate Residential Zone



EM - Environmental Management Zone



Metric Scale
1 : 9000

Maps
512 & 2-28

6(6)(c)



2010 01 11

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Proposed Growth Plan for Northern Ontario

Background

On October 23, 2009 the Government of Ontario released the Proposed Growth Plan for Northern Ontario. The Province has requested comments by February 1, 2010.

The Proposed Growth Plan for Northern Ontario establishes a strategic framework and sets out policies and actions for how the Ontario Government will engage, support and work with Northern communities, businesses, Aboriginal communities and public sector partners over the next 25 years.

The framework is structured in five theme areas: Building Towards a New Economy, Investing in People and Progress, Forging a New Relationship with Aboriginal Peoples, Connecting and Strengthening Northern Communities, and Promoting Environmental Stewardship.

Within each theme the document proposes a set of actions that the Province, along with its partners, will undertake to achieve the vision of more prosperous, innovative and engaged communities across Northern Ontario.

This report provides general comments on the strength and weaknesses of the draft plan followed by specific comments for each theme.

General Comments

While there are many positive aspects to the draft Northern Growth Plan (NGP), this report draws attention to four key successes.

- The Plan brings a focus to the problems and challenges of economic development in Northern Ontario, an area the size of France. The Province should be commended for this effort.
- The Plan also creates a forum to better coordinate the actions of the Provincial Ministries and public agencies with regard to their various responsibilities and initiatives in Northern Ontario.
- The Plan will be approved under the Places to Grow Act, 2005, which has mandatory review and reporting structures in place. This should assist with creating a long-term and consistent strategy for development in Northern Ontario despite changes in government.
- Unlike the Growth Plan for the Greater Golden Horseshoe, the NGP contains no land use planning policies. However, for some time, northern municipalities have requested that the Provincial Policy Statement, which is the Provincial document on land use planning, and which is binding on municipalities, be amended to allow for the economic and environmental differences between northern and southern Ontario. The NGP proposes to consider these circumstances as part of the next five-year review of the Provincial Policy Statement.

There are no "bad" parts to the Plan. Rather, there are a number of components missing from the draft document, as set out below.

- Although the document is a "Growth Plan", the six guiding principles do not make any reference to growing the population, economy or assessment base in northern Ontario. At a minimum, the Plan should clearly state that the Province of Ontario commits to stabilizing these items and identify the role that northern Ontario will play as part of the solution to managing growth in Ontario and reducing the growth pressures in southern Ontario.
- The Plan does not set out the historical problems of Northern Ontario such as population decline, lower education levels and incomes, poor and deteriorating infrastructure, high transportation costs, smaller tourism markets, limited manufacturing and continued dependence on the natural resources sector. The earlier Discussion Paper did identify some of these problems but the draft NGP does not show the linkages between the problems and how they will be resolved by the proposed actions. The Plan must be based on actions that are specifically designed to resolve these problems if it is to be successful.
- The Discussion Paper states "The Places to Grow Act, 2005, provides the means to set very specific goals and benchmarks to measure progress and success." There are no goals or benchmarks in the draft Plan. There

is a reference to developing performance indicators, however there are none included in the draft.

- Although the Northern Growth Plan includes 117 specific actions, there is no timetable or budget for implementation. Given the anticipated limited financial and staff resources that will be available over the next few years, it is critical to establish priorities for immediate implementation.
- During preparation of the Plan more than 80 events were held across Northern Ontario to gather input for the draft document. However no event was held for the five major urban municipalities (Greater Sudbury, North Bay, Thunder Bay, Timmins and Sault Ste. Marie) which are home to more than half of Northern Ontario's 808,000 residents. The draft Plan does not recognize municipalities as an important partner and as a distinct level of the government.
- Again, Appendix 1 of the Plan lists potential partners and their roles with implementing the NGP. Communities are listed but their potential role is defined as "collaborate with other communities, education and industry sectors in economic, infrastructure, labour force, cultural and population planning." Municipal governments, and in particular the five urban municipalities, should be clearly identified if they are expected to have a role in implementation.

First Theme -- Building Towards a New Economy

- Although mining and forestry are both considered in some detail, there is no mention of the steel industry. The issues currently surrounding the steel industry are largely transportation related and should be addressed as part of the proposed transportation actions. Specifically, the City has identified an expansion to Essar Steel Algoma's port facilities as the number one stimulus initiative for the community. This project is necessary and would enable both Essar and other local industries to expand their business.
- The section on bioeconomy makes reference to the Centre for Research and Innovation in the Bioeconomy in Thunder Bay (CRIBE) but fails to mention Science Enterprise Algoma (now part of the Sault Ste. Marie Innovation Centre) or other research institutions both locally and throughout Northern Ontario. Historically, northern universities and other institutions have had difficulty in accessing research funding. Most of this funding is awarded on a competition basis and the larger southern Ontario institutions with a long history of research initiatives receive most of the funding. Specific funding programs need to be developed for northern institutions if they are to become research centres. The only bioeconomy

action item identified is to provide additional funding to CRIBE to develop and implement a Bioeconomy Plan.

- Perhaps the most disappointing aspect of the NGP is the section on Attracting Investment and Business Growth. While the introduction of the Northern Growth Plan states "This Proposed Plan sets a new course for bold action" the document does not follow through on this ideal. The section on attracting investment deals with developing a strategy, aligning investment programs, engaging business, work with industry, etc. There is not one single initiative proposed in this section that will immediately encourage new investment. As an example, the Province could choose to create a second and more favorable tax structure for Northern Ontario which would resolve many of the issues currently surrounding investment and business growth in Northern Ontario.

Second Theme – Investing in People and Progress

- The draft Northern Growth Plan focuses on using technology to deliver education to students throughout the region. There is no mention of the importance of expanding Northern Ontario universities and colleges both as an economic development initiative and as a means of developing an educated workforce which is more likely to remain in Northern Ontario. There is no discussion of simply increasing the variety of educational programs available in Northern Ontario to reduce the continuing outflow of postsecondary students to southern Ontario as was done with the Northern Ontario School of Medicine.
- Attracting a variety of skilled professionals to Northern Ontario remains a problem. The Plan should include a reference to developing appropriate programs and incentives to encourage professionals (not just doctors) to locate in Northern Ontario.

Third Theme -- Forging a New Relationship with Aboriginal Peoples

- The Province of Ontario requires consultation with First Nations when a provincially supported economic development initiative is proposed. However, there is no clear definition of what consultation means, nor is there a required timeframe for these discussions. Further, there is no clear appeal process in place should either party be unsatisfied with the outcome of the consultation. An immediate agreed to framework to define what consultation is required, and under what circumstances is critical to moving forward with significant economic development that has positive results for First Nations and other peoples.

Fourth Theme -- Connecting and Strengthening Northern Communities

- The draft Northern Growth Plan proposes to establish regional economic zones in Northern Ontario as a means to coordinate long-term economic development, labour market, infrastructure, land use, cultural and population planning. The Plan proposes to establish these zones within a year. In many ways, this is similar to the upper tier regional government used in southern Ontario. However, while regional government makes sense in southern Ontario to coordinate planning between abutting urban municipalities, the situation is far different in Northern Ontario. A second tier of government would, in many ways, simply create confusion and delays to decision-making processes that currently work reasonably well. Simply expanding municipal boundaries to include large areas with few residents would involve major costs without providing any benefit to the municipalities involved. It should be noted that this action was proposed without any prior consultation with the municipalities.
- The recommendation to develop and implement a comprehensive transportation plan with identified priorities and intergovernmental funding is strongly supported. However, it is anticipated that the critical issues surrounding the Huron Central short line railway can be addressed in advance of completing the comprehensive plan.

Fifth Theme -- Promoting Environmental Stewardship

- While it is critical to protect the natural environment, there needs to be a balance between economic development and environmental stewardship. Many policies, in particular the draft MNR Natural Heritage Reference Manual largely ignore any differences between northern and southern Ontario. A wetland or particular habitat may need to be protected in southern Ontario to maintain a particular species in the region. However a development in Northern Ontario which affects a species habitat frequently means that the animal in question moves across the road.

Conclusion

Overall, the Provincial effort to create a long-term plan for growth in Northern Ontario is to be commended. However, the Plan must include priorities, specific initiatives, a timeframe for implementation and funding if any progress is to be made. Further, in many cases there is insufficient information on the proposed actions for meaningful dialogue. It should also be stressed that all Provincial Ministries must be committed to the implementation of this Plan and that responsibility not rest solely with the Ministry of Northern Development, Mines and Forestry.

Sault Ste. Marie has identified the following items as key priorities which are recommended for immediate implementation.

- Undertake consultation with the five urban municipalities prior to proceeding any further with the proposal to establish regional economic zones in Northern Ontario. This matter was the only proposed action that included a timeframe, although no details were provided.
- Undertake consultation with the steel industry to determine their needs and what actions can be taken by the Province to resolve the issues currently surrounding this sector. Make the expansion of Essar Algoma Steel's port facility a top priority as this project has broad benefits for Northern Ontario and was the City's #1 initiative for stimulus funding.
- Continue to work with the affected parties to ensure the long-term viability of the Huron Central short line railway.
- The municipality wishes to continue our good relationships with First Nations, however the current confusion caused by the interpretation of treaties signed by senior levels of government needs to be resolved. This is a Federal and Provincial responsibility and the senior levels of government need to provide clarification that will allow initiatives to be properly reviewed and decisions made within a reasonable timeframe.

Planning Directors Recommendation

That City Council accept this report as information.

Note: There are a number of other interest groups in the community, including the SSM Economic Development Corporation that are also preparing comments on the draft Northern Growth Plan. In addition, the Chief Administrative Officers and Planning Directors of the five major northern Ontario urban municipalities will be meeting in Sault Ste. Marie in January to establish common interests. Based on comments received from these sources, a final report and recommendation will be prepared for City Council's consideration at their January 25th 2010 meeting.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

DBM/pms

Data\APPL\REPORT\Northern Growth Plan2.doc

6(8)(a)

Recreation & Culture Division
Box 580, Civic Centre
Sault Ste. Marie, ON
P6A 5N1



Phone: (705)759-5310
Fax: (705)759-6605

January 11, 2010

Historic Sites Board

Mayor John Rowswell
and Members of City Council

ERMATINGER•CLERGUE NATIONAL HISTORIC SITE HERITAGE DISCOVERY CENTRE

Background

On November 3, 2008 a presentation and report was provided to Council highlighting the schematic designs and the virtual tour of the proposed project that encompasses the development of a Visitor Centre capital project (including the legacy gallery for the War of 1812), Summer Kitchen re-design and Site Accessibility.

A July 27, 2009 presentation to Council outlined the completion of the Business Plan with BDO Dunwoody, and the final Development Plan by C. Tossell, Architect. The request received approval from Council for the following:

- to seek funding through applications to various Federal and Provincial departments and ministries
- commitment of the municipal land on the west side of the property – Lots 6, 8, 9, 11, 12, 14, 16, & 20.
- Commitment of the municipality to the ongoing annual operations of the Site, including the proposed Centre.

The Visitor Centre (now known as the Heritage Discovery Centre) has been identified on the City's strategic plan, and also ranks fourth (4th) on the infrastructure project list endorsed by City Council.

The estimated cost of the Heritage Discovery Centre Project, as projected by C. Tossell, Architect, is \$4 million and applications for funding were based on this amount.

As presented to Council at previous delegation presentations, the Historic Sites Board has been working towards having the proposed project completed and open to visitors prior to the 200th Anniversary of the Ermatinger Old Stone House, the 100th Anniversary of the City of Sault Ste. Marie, and the commemoration of the War of 1812 – all arriving in the year 2012.

Current Situation

The Historic Sites Board is now in a position to report to Council on their funding applications to date and is seeking Council's approval to move forward on the project.

The application to the Federal Government, Canadian Heritage – Cultural Spaces has been approved for \$1.8 million, as well as the application to the Provincial Government, Northern Ontario Heritage Fund Corporation for an approval of \$1 million – for a total of \$2.8 million.

The Historic Sites Board will be committing funds in their accumulating trust fund from all fundraisers and events at the Ermatinger•Clergue National Historic Site, which is estimated to be approximately \$200,000 by the year 2012. Further the City of Sault Ste. Marie has committed up to \$500,000 identified by the Finance Division and the Corporation's strategic plan.

Application is now being submitted to FedNor, Industry Canada in the amount of \$500,000. However, a decision on this application is still pending.

The Historic Sites Board is also researching other funding sources. However, should the additional funds not be secured in a timely manner, the Historic Sites Board is requesting Council to allow the funds to be borrowed from the City, up to \$500,000. The Historic Sites Board has a good record in repayment with the City for past projects like the Clergue Blockhouse relocation and restoration, in which the repayment of funds was completed in 2008.

Due to the time restrictions on the agreements for completion of the project (March 2011), and for the target of an official opening to be in our commemorative year 2012, the Historic Sites Board needs to issue a Request for Proposal for Architectural and Engineering services for the Heritage Discovery Centre. If required, the RFP will state that the project will not go forward until all funding is secured.

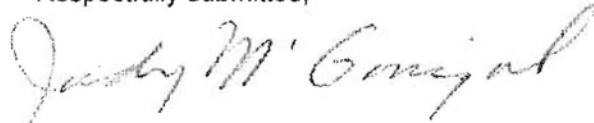
Recommendation

Due to the limited time frame constraints in the funding agreements (March 2011) for construction and to officially open in 2012, the Historic Sites Board is proposing the following for Council approval:

- That the City enter into the agreement with Canadian Heritage, Cultural Spaces (by-law referenced further on the Council agenda) for the \$1.8 million contribution towards the project;
- That the City enters into the agreement with N.O.H.F.C. (by-law referenced further on the Council agenda) for the \$1 million contribution towards the project;
- That City Council approve the Historic Sites Board to begin the project, and should the remaining funds not be secured in a timely manner, that the Historic Sites Board borrow the funding from the City with the commitment to re-pay the funds as has been done with previous projects at the Ermatinger• Clergue National Historic Site (Clergue Blockhouse relocation – repayment completed in 2008).
- That Council approve the issuing of the Request for Proposal for Architectural and Engineering Services for the Heritage Discovery Centre Project.

On behalf of the members of the Historic Sites Board, I am asking for your support of the recommendation and the efforts of the Historic Sites Board. Thank you in advance for consideration of this request.

Respectfully submitted,



Mrs. Judy McGonigal, Chair
Historic Sites Board

jmcbr2010/council report Jan 11.doc

cc: J. Fratesi, CAO, City of Sault Ste. Marie
B. Freiburger, Commissioner of Finance
N. Apostle, Commissioner CSD
J. Cain, Manager of Recreation & Culture
K. Fisher, Curator ECNHS
D. McConnell, Planning Director

attachments

6(8)(a)



Northern Ontario Heritage
Fund Corporation
Société de gestion du Fonds
du patrimoine du Nord
de l'Ontario

Honourable Michael Gravelle - Chair

Board of Directors

NOHFC File #950503

Victoria Hanson
Vice Chair

OCT. 23 2009

Sharon Hacio
Vice Chair

Mr. Joe Cain
Manager, Recreation and Culture
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Murray Scott

Paul Gray

Lorraine Irvine

Diane Martin

David Sinclair

Jack Burrows

John Simpert

John Atwood

Ella-Jean Richter

Carolyn Lane-Rock

Darlene Bowen

Susie Tompkins-Gray

Dear Mr. Cain:

I am pleased to advise that your request for financial assistance from the Northern Ontario Heritage Fund Corporation (NOHFC) has been approved for an amount not to exceed one million dollars (\$1,000,000). This funding is a conditional contribution toward the Heritage Discovery Centre project.

Ministry staff will contact you in the near future to arrange the details for the official announcement. Until then, we ask that you refrain from publicly referencing or announcing your project approval.

You may, however, proceed with the implementation of your project at any time. In addition, NOHFC staff will contact you regarding the legal and contractual requirements for disbursement and administration of the contribution.

On behalf of the Board of Directors of the Corporation, including area member Ella-Jean Richter, please accept my best wishes for the success of your project.

Sincerely,

Michael Gravelle, MPP
Chair, Northern Ontario Heritage Fund
Minister of Northern Development, Mines and Forestry

COMMUNITY SERVICES DEPT.

OCT 26 2009

RECEIVED

6(8)(a)

Minister of Canadian Heritage
and Official Languages

Ministre du Patrimoine canadien
et des Langues officielles

Ottawa, Canada K1A 0M5

OCT 28 2009

Mrs. Kathy Fisher
Curator
Corporation of the City of Sault Ste. Marie –
Ermatinger Clergue National Historic Site
Post Office Box 580
Sault Ste. Marie, Ontario
P6A 5N1

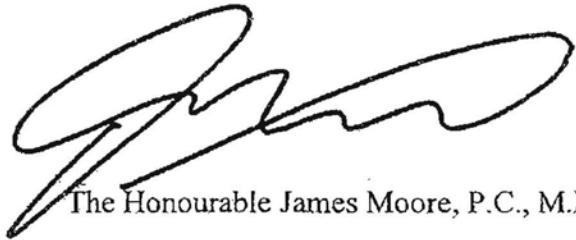
Dear Mrs. Fisher:

I would like to inform you that I have approved a contribution up to a maximum of \$1,800,000 to Corporation of the City of Sault Ste. Marie - Ermatinger Clergue National Historic Site under the Canada Cultural Spaces Fund (formerly called Cultural Spaces Canada). The contribution is to defray part of the costs associated with the project: "*Heritage Discovery Centre*".

This contribution is subject to the execution of an agreement which sets out the conditions under which the contribution will be released to you. Two (2) originals of the Contribution Agreement will be sent to you in the coming weeks for your signature. Please note that any payment is subject to the appropriation of funds by Parliament and to the budget levels of the Program.

I would like to take this opportunity to wish you every success in your endeavours.

Sincerely,



The Honourable James Moore, P.C., M.P.

Canada

b(8)(b)



2010 01 11

Mayor John Rowswell
and members of City Council
Civic Centre

**RE: SAULT STE. MARIE CITY COUNCIL AND LOCAL BOARDS
CODE OF CONDUCT**

In August of last year, Council approved a resolution to strike a Council committee, comprised of Councillors Susan Myers, Pat Mick, Frank Fata, Lorena Tridico and Mayor John Rowswell with City Solicitor Lorie Bottos (staff resource) and City Clerk Donna Irving (staff resource/secretary) to look at the development of a Code of Conduct for members of City Council and members of Local Boards and Committees who are appointed by City Council.

As described in the resolution, the commitment was to research what other municipalities have done in this regard and bring back a draft Code of Conduct to Council for consideration. Our committee met four times and looked at Codes of Conduct information for municipal Councils from 15 cities across the country; larger cities such as Ottawa, Toronto and Calgary; cities such as St. Catharine's, London and Hamilton and smaller municipalities such as Steinbach MB and Richmond Hill. It is my understanding that Sudbury was also undertaking a process and looking at this in the fall of 2009.

There are in place, a number of pieces of legislation and bylaws that exist and refer to the conduct of elected officials during a Council meeting and include some generalized broader comments. However they do not cover Council appointed members of Boards and Committees nor do they address specific areas of responsibility or influence held by elected officials. Neither is there any process for addressing inappropriate actions of members of City Council or appointees on Local Boards.

A Code of Conduct developed by City Council is a tool for self governance; it introduces a formal accountability with one another. By definition, self governance describes "an ethical code that outlines acceptable behavior within the unit or group, e.g., the Hippocratic Oath of doctors, established professional ethics, or the Ten Key Values of Green parties." Further, a Code of Conduct is defined as "a set of conventional principles and expectations that are considered binding on any person who is a member of a particular group" - (Wikipedia on line encyclopedia).

As stated in the resolution, the reason for taking this step of adopting a Code of Conduct is in the spirit of good governance. It is critical as elected members of Council and appointed representatives on Local Boards of the City of Sault Ste. Marie that members should follow the highest standards of ethical behaviour in the course of carrying out duties to ensure that public confidence and trust is maintained.

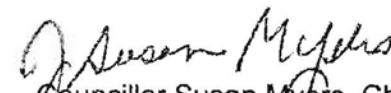
This is not an end but a beginning. Some municipalities have engaged an Integrity Commissioner but that is not a recommendation from this committee at this time. It is our recommendation to establish a very straight forward Code of Conduct based upon reinforcement of ethical behaviour incumbent upon members of City Council and Local Board appointees. Included in the Code is the Oath of Office each member of City Council takes at the time of inauguration and the Code of Conduct in fact simply builds upon that commitment.

I respectfully request that members of Council embrace this as a step towards providing the citizens of Sault Ste. Marie with visible evidence of our desire to serve with the greatest of integrity as municipal leaders and we ask the same of our City Council Boards and Committees appointees.

RECOMMENDATION

That City Council approve the Sault Ste. Marie City Council and Local Boards Code of Conduct dated January 2010.

Respectfully submitted,



Councillor Susan Myers, Chair
Code of Conduct Committee

Attachments

cc: Committee Members
Councillor Pat Mick
Councillor Frank Fata
Councillor Lorenda Tridico
Mayor John Rowswell



SAULT STE. MARIE CITY COUNCIL AND LOCAL BOARDS

CODE OF CONDUCT

As one of the Accountability and Transparency tools in the Municipal Act, a Code of Conduct allows a municipality to pass a bylaw establishing a Code of Conduct for members of Council as well as Council appointed members of Boards and Committees hereafter called Local Boards.

At this point, some Ontario municipalities have a 'code of conduct' for elected officials incorporated within their procedure by-law. This approach may be limited to codifying the demeanor of elected officials during a Council meeting. However, some seek to take a more expansive approach, including provisions that seek to govern an elected official's behaviour and that of Local Boards, in their daily activities.

Currently, the City of Sault Ste. Marie has a Code of Conduct for its employees. The Municipal Conflict of Interest Act, and Procedure By-law 99-100 govern various aspects concerning the conduct of elected officials.

CODE OF CONDUCT

A code of conduct is established to set the minimum standards for behaviour of Members of Council and Local Boards directly appointed by Council in carrying out their municipal roles and functions. A code of conduct is written to protect the public interest and encourage high ethical standards.

APPLICATION OF THE CODE OF CONDUCT

This code of conduct will apply to all members of Council and to members of boards and committees appointed by Council (hereafter called Local Boards).

This committee recommends six elements in the Sault Ste. Marie City Council Code of Conduct.

SIX ELEMENTS OF SAULT STE. MARIE CITY COUNCIL CODE OF CONDUCT

- General Integrity
- Confidential Information
- Use of Municipal Property
- Conduct at Council/Local Board meetings
- Incompatible Activity
- Conduct respecting staff

- **GENERAL INTEGRITY**

As stated in the Oath of Office for City Council, every member of Council or a Local Board should endeavor to perform their official duties with integrity, and serve their constituents in a conscientious and diligent manner, in accordance with the declaration of office as follows:

- to truly, faithfully and impartially exercise this office to the best of my knowledge and ability.
- to have not received and will not receive any payment or reward, or promise thereof, for the exercise of this office in a biased, corrupt or in any other improper manner.
- to disclose any pecuniary interest, direct or indirect, in accordance with the Municipal Conflict of Interest Act.
- to be faithful and bear true allegiance to her Majesty Queen Elizabeth the Second.

- **CONFIDENTIAL INFORMATION**

- It is the responsibility of members to ensure that confidential information is kept strictly confidential and not released without the approval of Council or Local Board.
- Members shall not directly or indirectly, release, make public or divulge any information related to closed (caucus) deliberations of Council or a Local Board unless expressly authorized by Council or the Local Board.
- Confidential information includes information in the possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act*, or other legislation.

- **USE OF MUNICIPAL PROPERTY**

- Municipal property, including equipment, supplies or services, shall not be used other than for purposes connected with the discharge of Council or Local Board duties.
- Members should not obtain financial gain from the use or sale of City-developed intellectual property, computer programs, technological innovations, or other patent, trademark, copyright held by the City.

- **CONDUCT AT COUNCIL/LOCAL BOARD MEETINGS**

Members shall conduct themselves with decorum at meetings in accordance with the provisions of Procedure By-law 99-100. Members of Local Boards are to follow the same standard.

- **INCOMPATIBLE ACTIVITY**

Members should refrain from the following during their term of office:

- The use of any influence of office for any purpose other than official duties;
- Acting as an agent before Council or any committee or board of Council;
- Soliciting, demanding or accepting the services of any corporation, employee, or individual providing services to the municipality at a time in which said person or corporation is being paid by the municipality;

- Placing themselves in a position of obligation to any person or organization which might benefit from special consideration or that may seek preferential treatment.
- **CONDUCT RESPECTING STAFF**

Members should be respectful of the fact that staff work for the City and make recommendations based on professional expertise and corporate perspective, without undue influence from individual members or a group of members of Council or a Local Board.

- Members should not maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff;
- Members should not compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities;
- Members should not use or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering in staff's duties.

ENFORCING THE CODE OF CONDUCT

- Protocol for dealing with inquiries regarding potential Code of Conduct violations:
 1. An allegation must be made in writing, dated and signed using the Formal Complaint Form by the member making it.
 2. An allegation must contain all of the facts available at the time it is made, including the name of the alleged offender, how the member became aware of the misconduct, the nature of the misconduct, names of witnesses, and the date, time and location of the alleged misconduct.
 3. The written allegation of misconduct must be delivered to the City Clerk who then provides a copy to the Head of Council and to each member of Council and to each member of the Local Board if the allegation is concerning a member of a Local Board. The alleged offender must be given a copy of the written allegation and given an opportunity to respond to the allegation in writing to the Head of Council within 7 days.
 4. The Head of Council shall deal with the allegation within 21 days after receiving it and shall report in writing to City Council at the following regular Council meeting, any penalty to be applied. If the allegation is concerning the Head of Council, the allegation shall be dealt with by the Acting Mayor.

PENALTIES FOR CODE OF CONDUCT VIOLATIONS:

1. a written reprimand
2. prohibit from use of Councillor's lounge room
3. financial (Council honorarium hold-back) – related to the severity of the action
4. removal of Council appointee from the Local Board

APPEALS PROCESS FOR CODE OF CONDUCT VIOLATIONS:

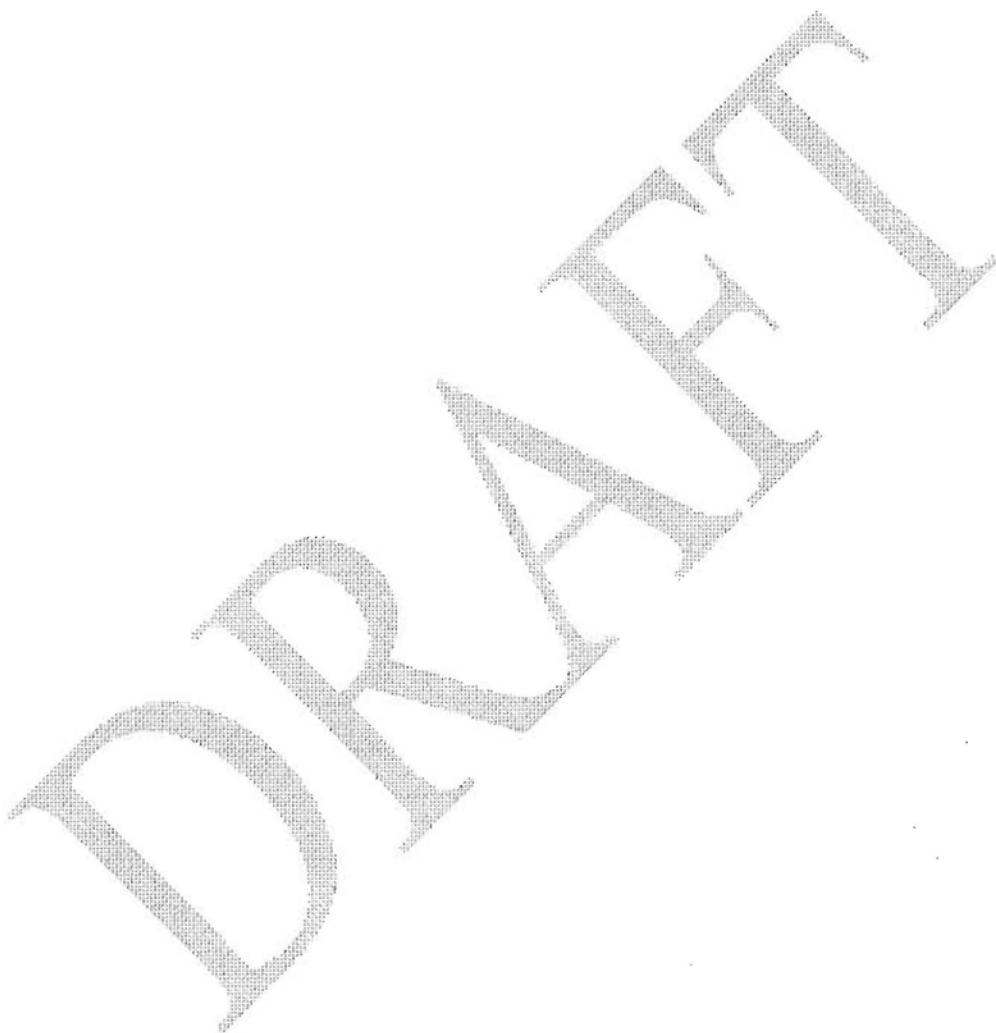
If the member who made the allegation or the alleged offender is not satisfied with the action taken by the Head of Council, that member may request a meeting of City Council in order that the allegation can be discussed.

January 2010

Council Code of Conduct Committee:

Councillor Susan Myers, Chair
Councillor Pat Mick
Councillor Frank Fata
Councillor Lorena Tridico

Mayor John Rowswell
City Solicitor Lorie Bottos (staff resource)
City Clerk Donna Irving (staff
resource/secretary)



6(8)(b)



City of Sault Ste. Marie
City Council and Local Boards Code of Conduct
Formal Complaint Form

Name: _____

Address: _____ Telephone # _____

I have reasonable and probable grounds to believe that a member of City Council or Local Board has violated the City Council and Local Boards Code of Conduct
Section(s) _____

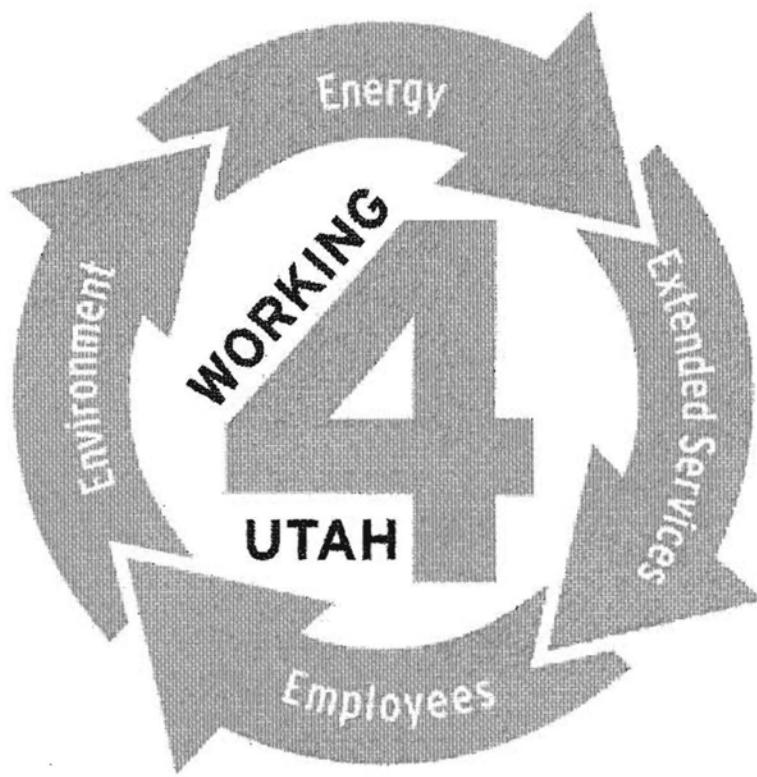
Provide details of the nature of the alleged misconduct, name of the alleged offender, names of any witnesses, date, time and location of the alleged misconduct:

Signature: _____ Date: _____

Deliver the completed form to the City Clerk. The City Clerk provides a copy to the Head of Council and to each member of City Council/Local Board. The alleged offender is given a copy and is given an opportunity to respond in writing to the Head of Council within 7 days. The Head of Council deals with the allegation at his or her discretion and reports in writing the penalty to be applied to City Council at a regular Council meeting.

If the complainant is not satisfied with the action taken by the Head of Council a request may be made for a meeting of City Council in order that the allegation can be discussed.

7(d)



Initiative Performance Report Final

December, 2009

7(d)



The Working 4 Utah initiative was implemented as a one-year pilot study. A **baseline report** was drafted to present a methodology, and an interim report presented early data on the initiative's impact. This **final report** contains a summary of impacts that informed the discussion about whether the change should be made permanent.

For more information, please contact:

Project Coordination & Performance Mgt

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Energy Impacts

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jharrington@utah.gov

Employee Impacts

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Utah Department of Human Resources
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jherring@utah.gov

Environmental Impacts

Glade Sowards
Utah Department of Environmental Quality
801-536-4020
gladesowards@utah.gov



Overview

In August 2008, Utah Governor Jon Huntsman launched the Working 4 Utah initiative. This initiative was intended to extend state government services that are not already available during extended hours and weekends – from 7 a.m. to 6 p.m., Monday through Thursday. The purpose of the initiative was to make a positive impact in the areas of energy consumption, extended customer service, employee recruitment and retention, and reducing the environmental impact of state government operations. The initiative was implemented via Governor's Executive Order (#2008-0006).

As the initiative was launched, a baseline report was compiled. The purpose of that report was to outline where the State was and what success might look like at the end of the one-year pilot. That report was posted on the Governor's website, and it drew a great deal of attention from other states and local governments interested in the methodology Utah was following.

A follow-up report presented to the Utah State Legislature in February 2009 included updated information on the impacts of the Working 4 Utah initiative and any adjustments made along the way. The primary discovery at that time was the existence of a multitude of other drivers making it difficult to fully isolate all of the effects of the initiative. For example, a softening economy affects public sector recruitment, the opening of Legacy Highway impacts commuting patterns, and unusually mild weather in November reduces the amount of natural gas consumed.

The impact of this initiative can only be measured in the context of its full effects.

INTENDED BENEFITS & SUMMARY OF FINDINGS	
Energy: state savings on building operational costs, as well as spreading the load on transportation infrastructure.	<ul style="list-style-type: none"> ▪ \$203,177 reduction in custodial service contracts ▪ Overall energy consumption reduction was 10.5% (leading to a cost avoidance savings of \$502,000) ▪ Reduction of operational costs was \$203,000
Extended Service: maintaining productivity while improving availability of State services beyond the traditional workday.	<ul style="list-style-type: none"> ▪ Majority of Utah citizens have a favorable opinion of the initiative (62% are positive, and only 20% think it should be discontinued) ▪ Utilization of Utah.gov web services continues to increase
Employees: quality of life benefit to existing State employees, as well as an increased ability to recruit new talent.	<ul style="list-style-type: none"> ▪ 82% of employees on the 4/10 schedule during the pilot want to stay on this schedule ▪ Cumulative overtime across agencies in the Executive Branch decreased by approximately 30% ▪ Employees are at work more and using leave time less frequently. (Absenteeism is down)
Environment: reduced energy usage correlates to reduced CO2 emissions.	<ul style="list-style-type: none"> ▪ Reduction of 10,040 metric tons of greenhouse emissions produced annually (5,494 tons from vehicles and 4,546 tons from facilities) ▪ Reduced consumption of 523,980 gallons of gasoline consumed annually



Energy Impacts

What is the impact on the State's use of energy and operational costs?

- Overall energy consumption reduction was 10.5% (leading to cost avoidance savings of \$502,000)
- Reduction of operational costs was \$203,000
- 38 of the larger state-owned buildings are in the top 25% of buildings for energy efficiency and have achieved energy star label ratings
- 900 State owned buildings and structures were closed on Fridays
- State employees are involved in a grass roots effort to help foster an energy conservation culture and achieve additional reductions in energy usage in state buildings
- Fleet vehicle usage has decreased over the last year

The 4/10 work schedule, implemented on August 4, 2008, is part of an overall State of Utah energy usage reduction strategy which includes both energy conservation and energy efficiency measures. Energy conservation measures include the 4/10 schedule, an employee energy awareness and behavior partnership, as well as a building operator training program. Energy efficiency measures include the new LEED (Leadership in Energy and Environmental Design) Silver energy efficiency standards for new construction and energy efficiency retrofits for existing buildings. The state is on-target to exceed the stated goal to increase in energy efficiency in state owned buildings by 20% by 2015 (as measured against the baseline year – FY 2007).

Indicators and Lessons Learned

1) Energy Conservation Results

Average overall energy usage reduction is 10.5%* in 125 larger, state-owned buildings that moved to the 4/10 schedule, which included closing buildings on Fridays and establishing core work hours Monday through Thursday of 7AM to 6PM.

(*Based on August 15, 2008 through August 15, 2009 utility bill data, with weather normalization adjustment)

Future energy usage reductions are expected due to the following:

- It took several months to get all buildings operating efficiently. In some cases, new control technology was installed and building operator training was needed. Future yearly results will show greater energy reductions in these buildings.
- An employee energy awareness campaign launched in June 2009 will reduce energy usage statewide among the state's workforce.
- Lease agreements in non-state owned buildings (500) where the 4/10 schedule was implemented can be renegotiated to realize a further cost savings.
- Utility rates are forecasted to rise in the future due to normal supply and demand pressures and other factors.
- Proposed electric and gas rate increases for Utah at the beginning of the pilot were reduced by the Public Service Commission and Questar gas rates were actually reduced by 16% in May 2009.



2) Operational Savings Results

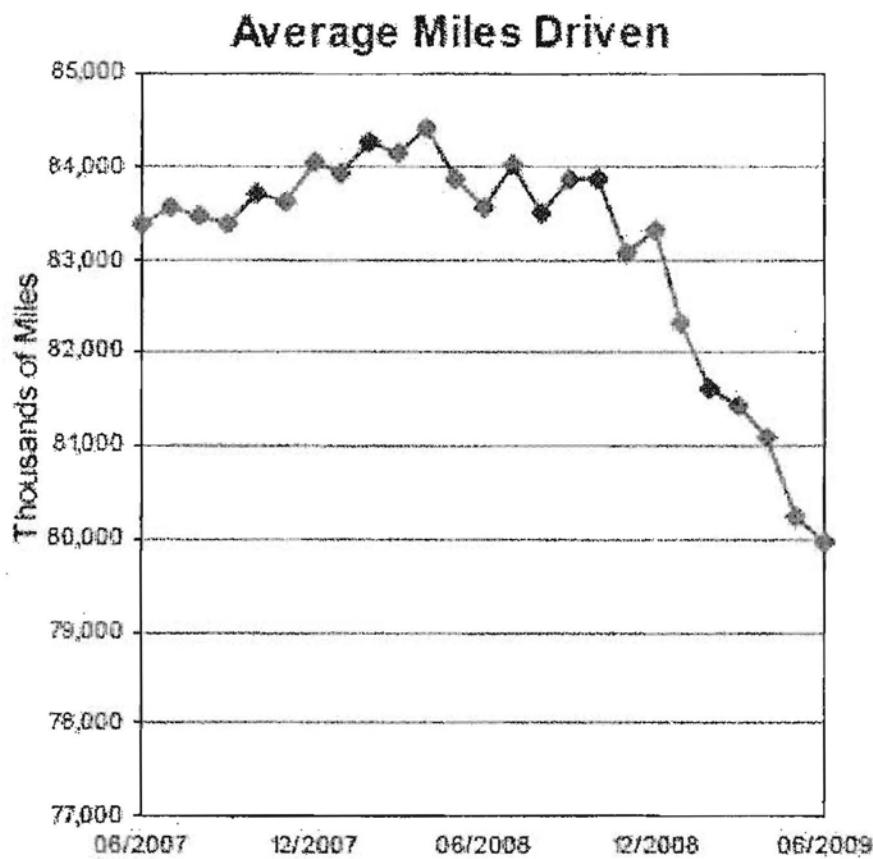
State agencies realized a reduction in annual janitorial agreement costs in a number of facilities, saving approximately \$203,000.

3) Fleet Operations Savings

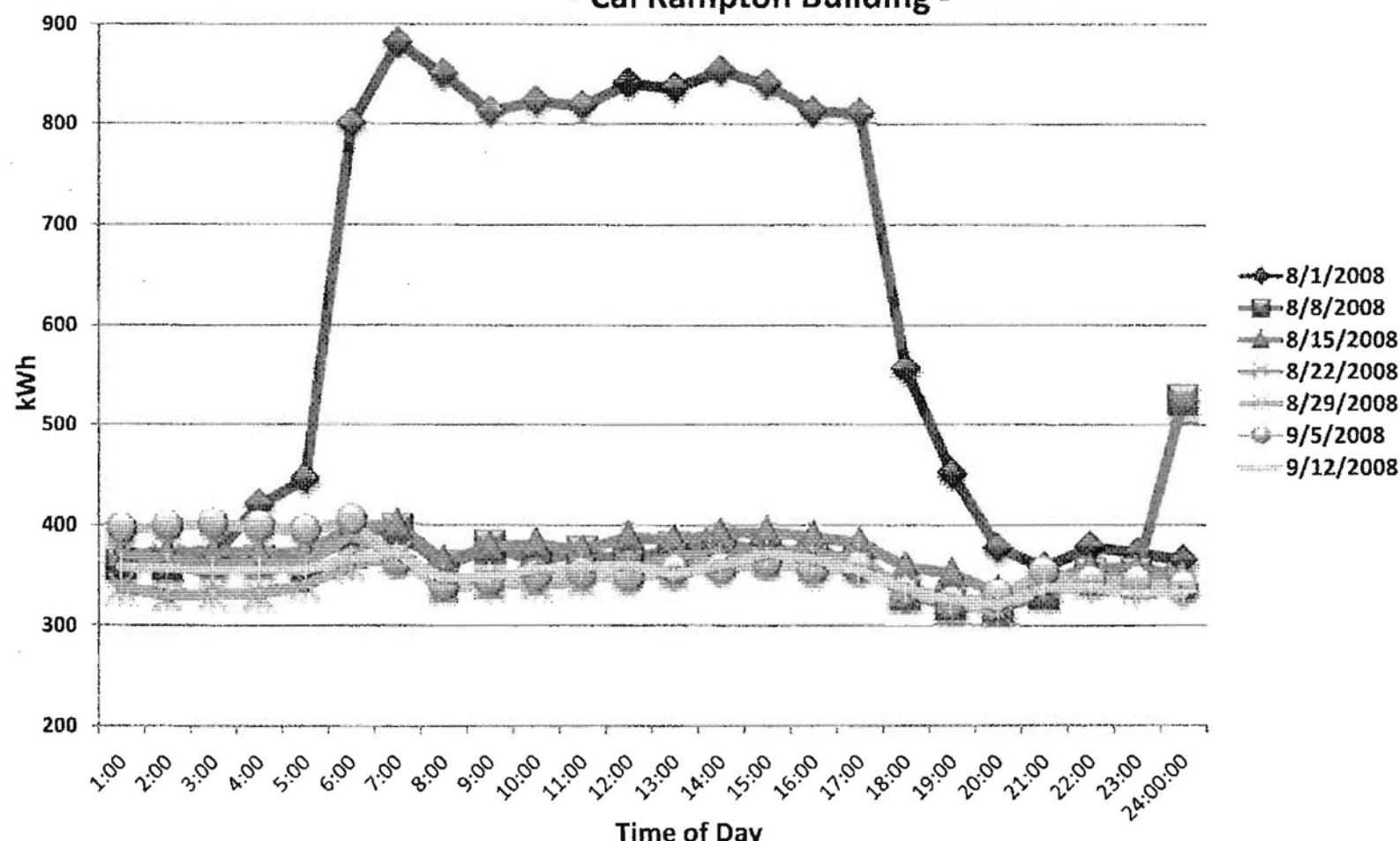
During the pilot, the state experienced a reduction in the usage of fleet vehicles. While these savings cannot be fully attributed to the 4/10 schedule, it is interesting to note that the state saw a total reduction for all state vehicles of more than 3.1 million miles from FY 2008 to FY 2009. This translates into an estimated \$1,446,767 in savings.

Savings estimated by comparing the following variables from FY 2008 to FY 2009.

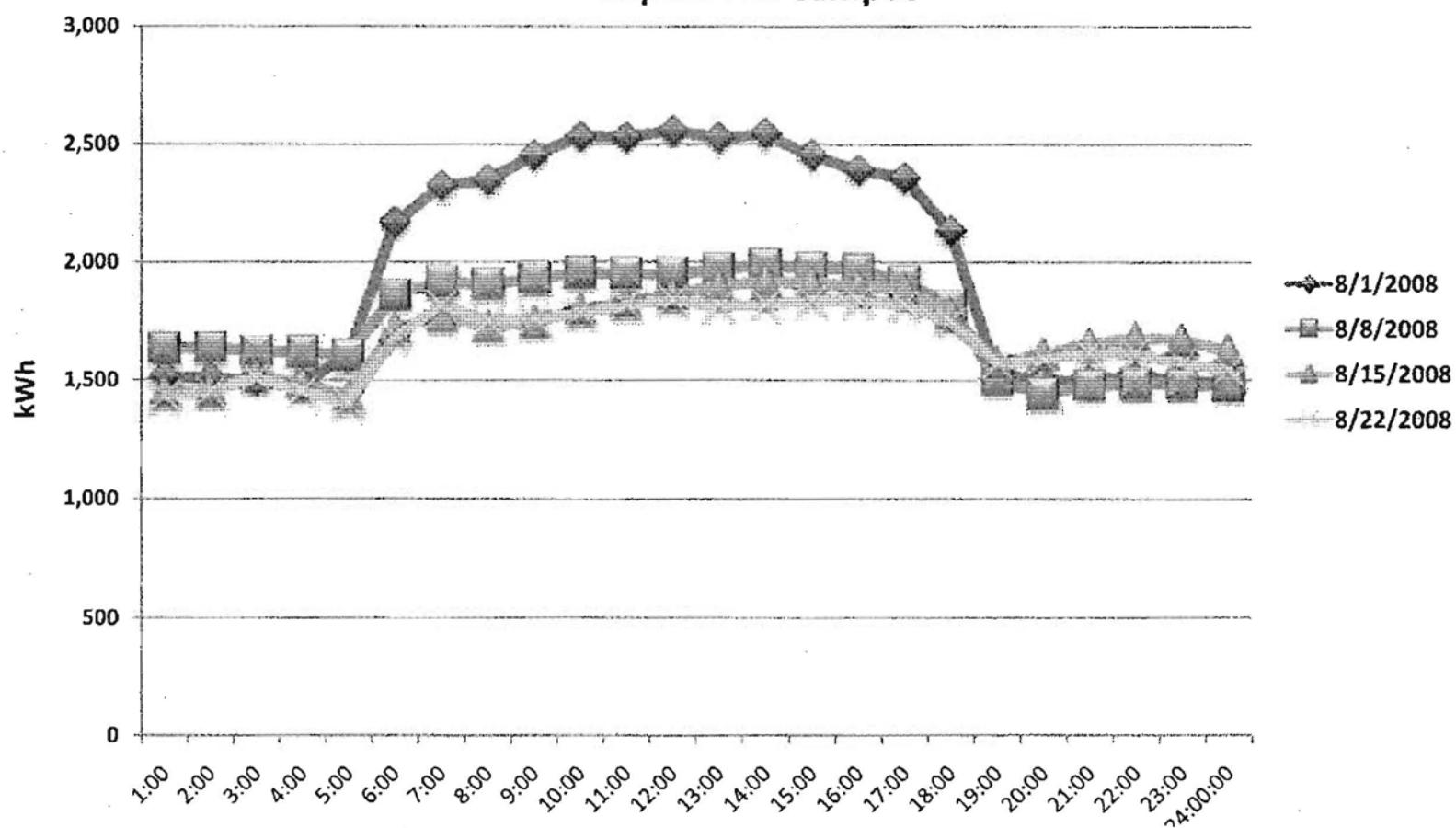
- Actual rate reduction charges for fleet-leased vehicles of \$582,137.
- Estimated savings of \$289,630 for vehicles outside of the fleet variable rate charges for their portion of the mileage reduction.
- Actual reductions in the statewide personal-owned vehicle (POV) mileage reimbursements of \$575,000.



Building Electrical Load Profiles for Friday Operation
- Cal Rampton Building -

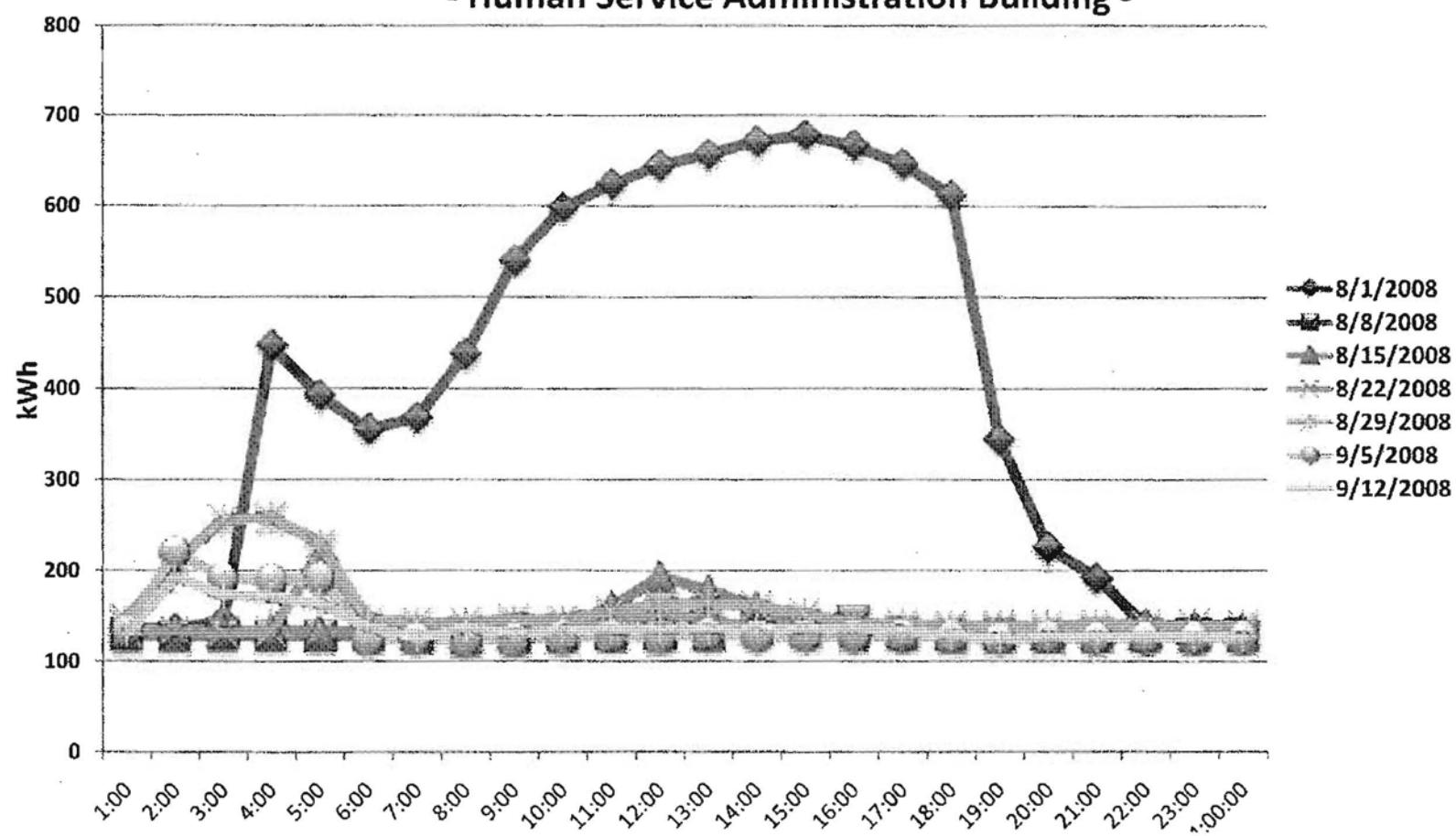


Building Electrical Load Profiles for Friday Operation - Capitol Hill Campus -



(PL)

Building Electrical Load Profiles for Friday Operation - Human Service Administration Building -



7(d)

Extended Service Impacts



How does the public view the initiative? Does it create a positive impact on them?

- Number of calls to the Working 4 Utah hotline decreased substantially
- A majority of local government leaders report no concerns with the operating hours
- A majority of Utah citizens have a favorable opinion of the initiative (66% are positive, and only 20% think it should be discontinued)
- Agencies report that customer service results are similar to periods prior to the initiative
- DMV and Driver's License wait times have improved
- Utilization of Utah.gov web services continues to increase

The general impact on the public is the most important, yet most difficult to quantify due to the different ways the public interfaces with state government. The following indicators provide insight on the customer service impact of the change.

Indicators and Lessons Learned

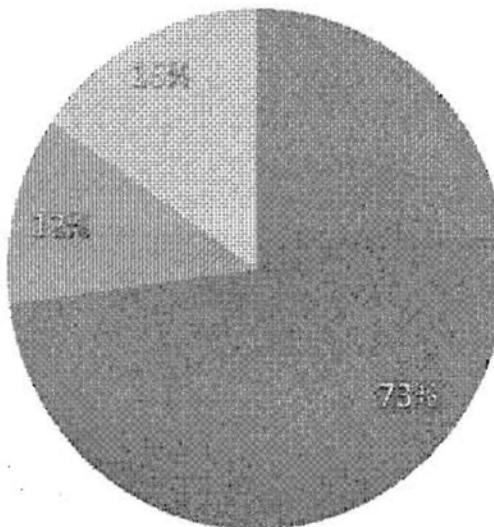
1) Track the type of concerns directly expressed

A hotline was established and advertised at the beginning of the initiative. Staff recorded the number and type of contacts that were made. They report the total number of constituent phone calls diminished over time, and most relevant calls were from people who had forgotten about the change, or had unique situations.

Hotline calls regarding the 4/10 schedule decreased so significantly that operators recommended that agencies modify their websites, to include a Friday contact number on their homepage. Agencies were also asked to modify 4/10 signs and posters that were physically placed by the entries to each building.

Concerns Expressed via Hotline
(total of 630 calls from August 08 to December 08)

Commerce (13%), DPS (19%), DWS (31%), Tax (8%) Non-related Complaint All Other State Agencies (Combined)



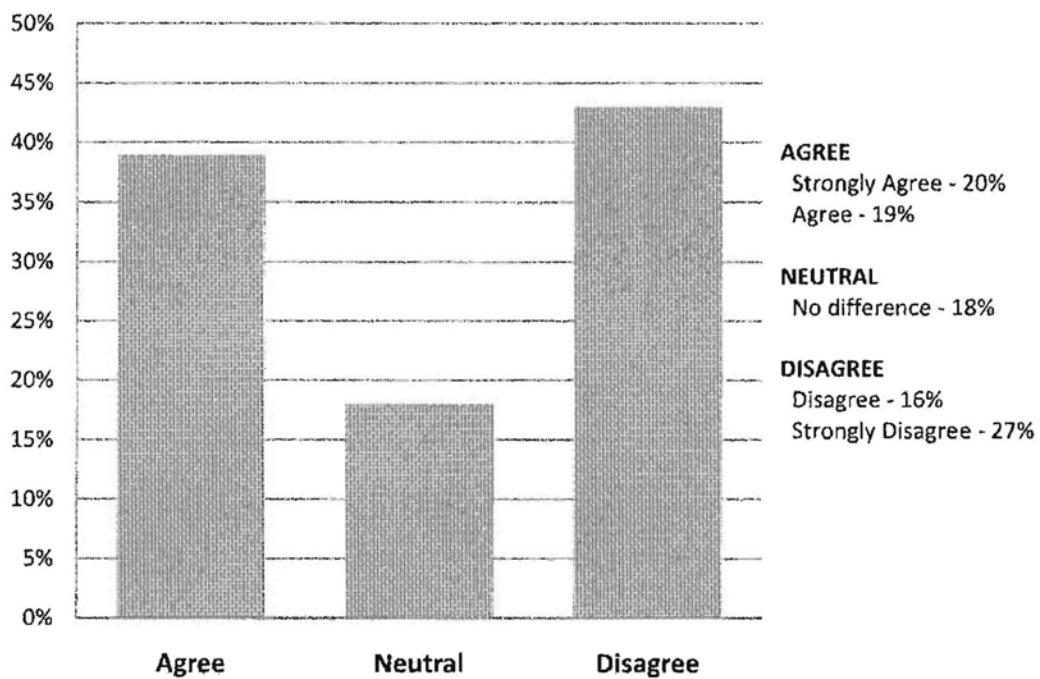


2) Survey of local government leaders

In many cases, local governments are the primary customer of state government services. The Governor's Office of Planning and Budget partnered with the Utah Association of Counties and the Utah League of City and Towns to conduct a non-scientific survey of local government. Survey requests were sent via email to more than 320 county commissioners, city mayors, council members, clerks, etc.

The results show that about 60% of respondents either agree with the 4/10 workweek or feel that it has had no impact on their operations.

I [local government] have a harder time doing business with the agency because they are closed on Friday



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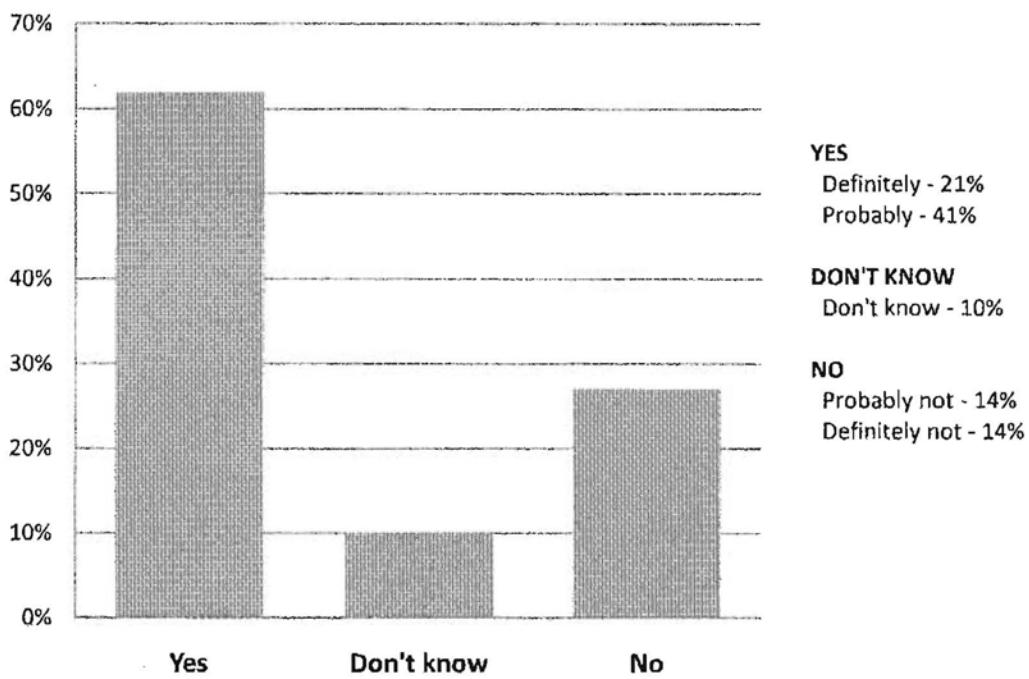
3) Customer service survey

The Department of Human Resources (DHRM) issued a request for proposals from firms that might help the state gauge the opinion of the adjusted work schedule on citizens. This resulted in a contract with Dan Jones and Associates. A telephone survey was conducted in October 2009. The results of that survey are available online at www.dhrm.utah.gov.

Sixty percent of those polled indicated the program was a good thing for Utah residents, while another 25 percent were undecided. Another 72 percent said the program was a good way for the state to save money.

While the survey indicated a majority of Utah citizens prefer Utah's four-day, 10-hour schedule, it did identify the Division of Motor Vehicles and Driver License Division as the two main areas where the initiative could be improved with service on Fridays. With that in mind, Utah Governor Gary R. Herbert, in extending the program for a majority of state offices, instructed that one office, centrally located along the Wasatch Front, be opened for citizens to access the two agencies on Fridays from 7 a.m. to 6 p.m.

Overall, do you think changing most state offices and agencies to a 4/10 workweek was a good idea?

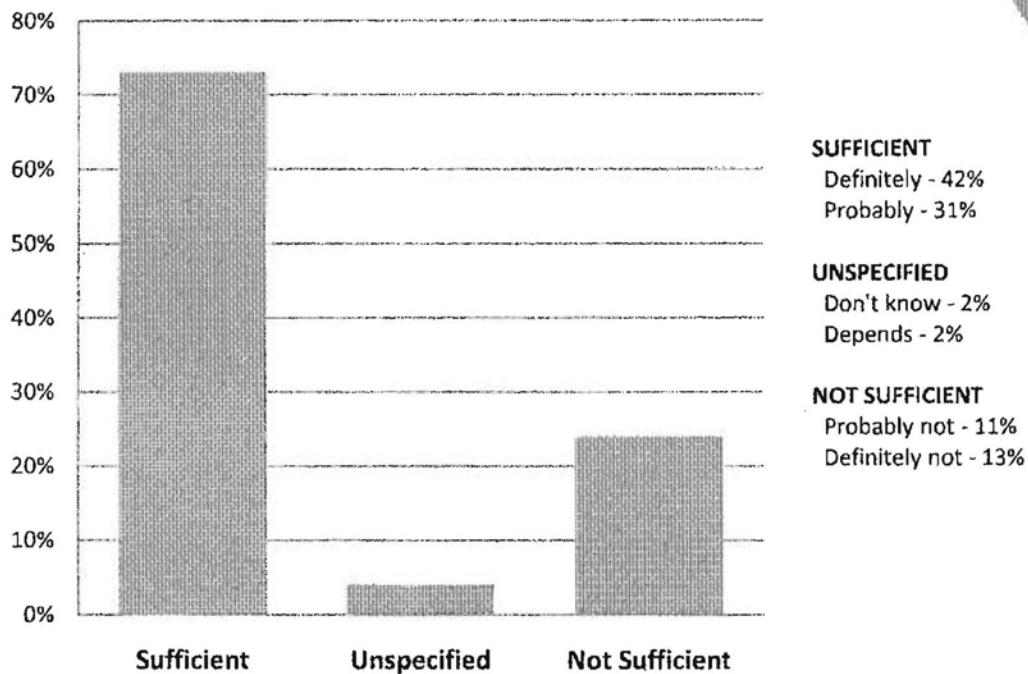


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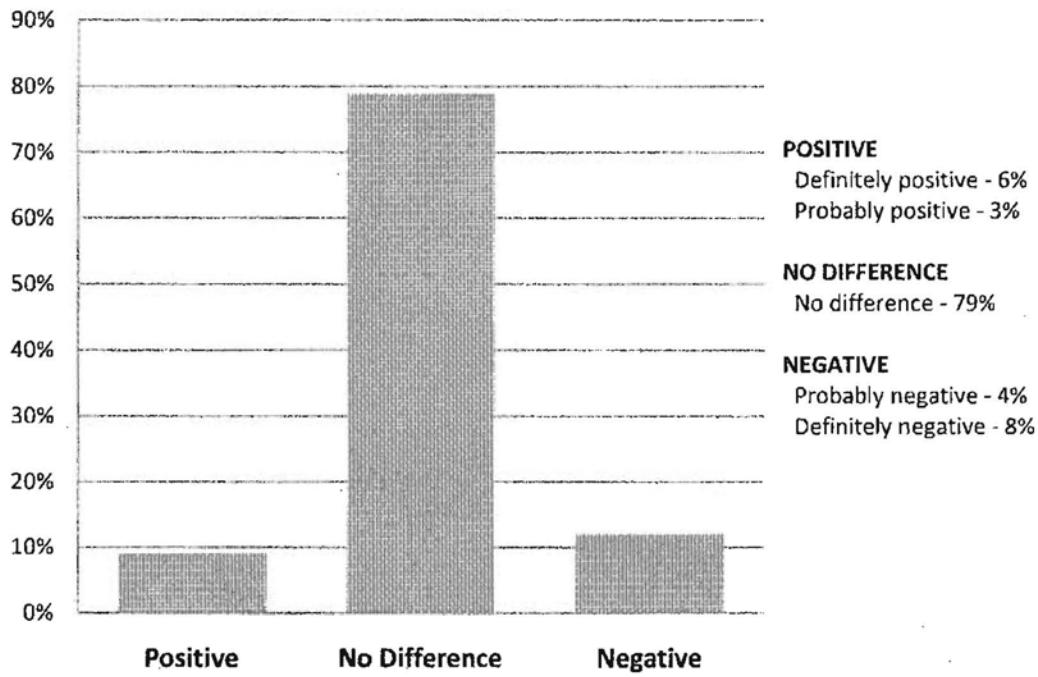


Is the 4/10 schedule sufficient to take care of your needs at this office or not?



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Has the state's 4/10 workweek had an overall positive or negative impact on you and your family, or has it made no difference?

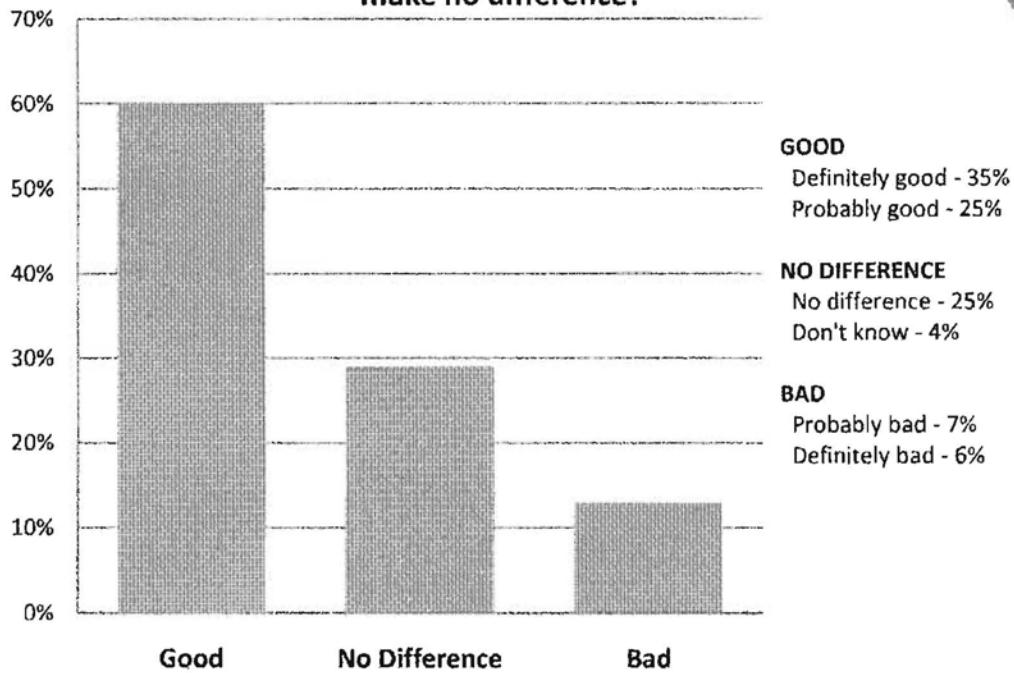


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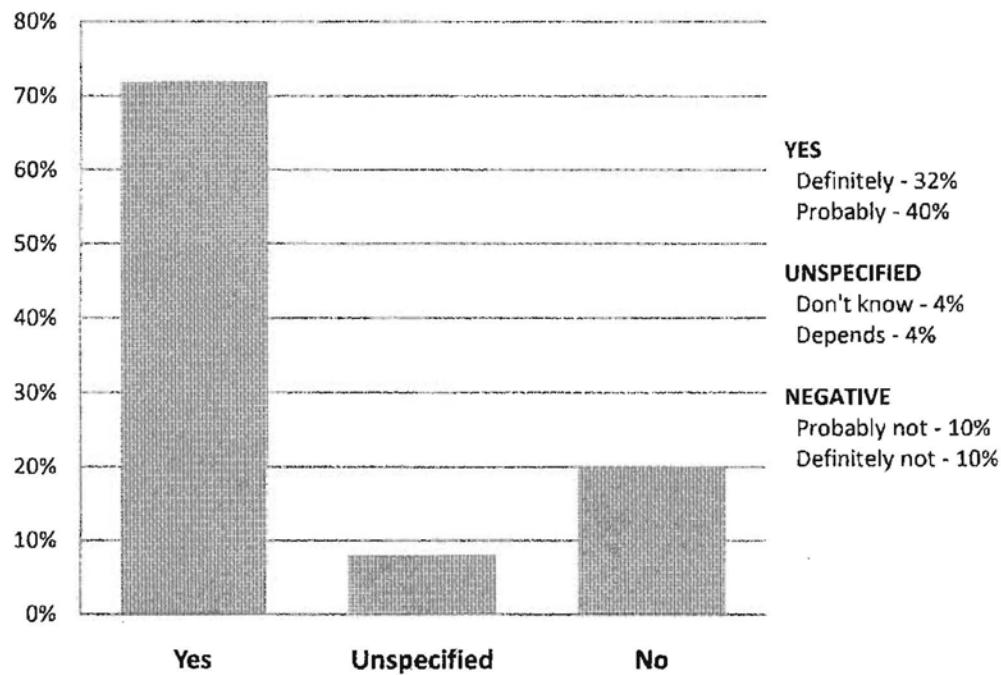


In your opinion, is having the extended office hours for most state agencies a good thing or a bad thing for Utah residents, or does it make no difference?



© 2009 Dan Jones & Associates

In your opinion, is this a good way for the state to try to save money?

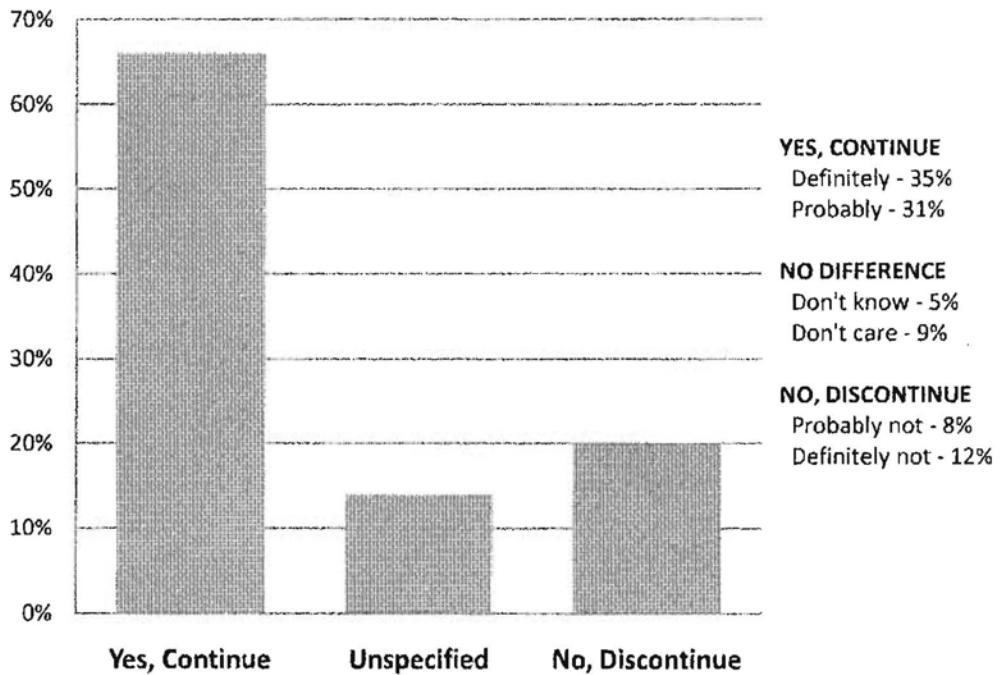


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In your opinion, should the state continue the 4/10 workweek as currently implemented for most offices and employees?



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4) Agency-specific monitoring of customer opinion

Executive Branch agencies monitor their performance with internal management tools. At the beginning of this initiative, impacted agencies were asked to identify performance metrics that would provide the best indicator of how this change might affect their customers, stakeholders, etc.

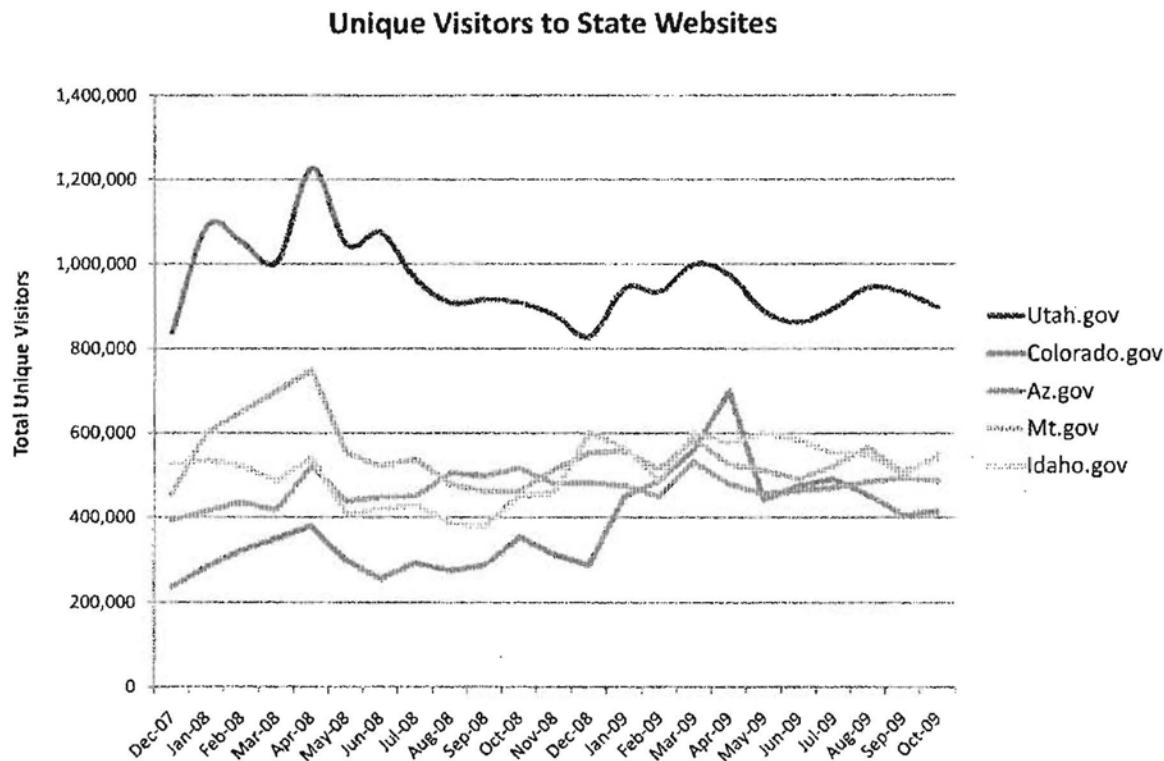
One of the lessons learned with this approach is that most agency performance metrics change over time (as goals are achieved, situations change or methodology improves). Therefore, in order to present a meaningful indication of the impact of the initiative, agencies were asked to submit brief statements on how the initiative affected their customers.

Perhaps the most compelling of all agency reports was the vastly reduced wait times at the Division of Motor Vehicles and Driver License Division — the two agencies that interface the most with the public. At one particular Driver License Division office in West Valley City, wait times decreased by some two hours after the implementation of the extended service hours.



5) Utilization of online services

The State of Utah is consistently recognized as a leader in eGovernment. Changes in the utilization of websites in the Utah.gov portal is a key indicator of the level of service influenced by the Working 4 Utah initiative. One of the best ways to track this is by monitoring adoption rates for the State's online services.



- In 2008, 88% of business registration renewals – in 2009 increased to 93%
- In 2008, 71% of hunting and fishing licenses – now all are purchased online or through private sector merchants
- In 2008, 67% of criminal background checks – 80% in 2009
- In 2008, 54% of income tax filings were completed online – 65.6% in 2009

These adoption rates have continued to increase since 2006. This illustrates that a change in business hours may have had less of a net negative impact to the public because a significant amount of the population were already using online services.

The State will continue to emphasize the use of the many services available online at www.utah.gov as a convenient, effective and efficient way for Utahns to access their state government.



Employee Impacts

**How is the initiative received by current employees?
How does it affect future/potential employees?**

- 82% of employees on the 4/10 schedule during the pilot want to stay on this schedule
- Employee turnover rates have decreased slightly
- Employee overtime claims have decreased

From the outset, the impact on people currently employed by the State was a significant concern because it was clear that the impact on some will be significant. Two sources of data have been used to help decision-makers understand the impact on employees:

- 1) **System data:** The Department of Human Resources routinely gathers data from its existing Human Resource Information System (HRIS) to track turnover rates, recruitment acceptance/rejection rates, and overtime claims. They compared historical data in each of these areas with changes that occurred because of the modified 4/10 work schedule.
- 2) **Survey data:** Employee surveys have been a valuable tool to gather additional information directly from staff. A baseline employee survey was sent out to all employees once they were notified of the change in work schedules, but before the 4/10 work schedules actually started. The data discussed in this report reflects the results of that survey, as well as a final survey conducted in May 2009. The surveys gauged the feelings of all executive branch employees toward the 4/10 schedule as well its impact on various aspects of their personal life.

Indicators and Lessons Learned

The initial, July 2008 survey demonstrated a positive opinion from a significant majority of current state employees. The final survey showed a significant increase over those initial positive opinions of employees.

1) Employee Work Preference

The final survey indicated that almost 75% of respondents prefer the 4/10 schedule, up from 56% in the July 2008 questionnaire. More than 53% indicated the schedule had resulted in a positive impact on activities outside of work, up from 40% in the initial survey.

2) Commuting

Survey data indicates a savings in commuting costs, both in terms of actual dollars and in a reduction in the total driving days of personal vehicles to work. About 65% of employees agreed or strongly agreed the 4/10 schedule had reduced commuting costs.

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3) Employee Issues

The baseline survey indicated that, prior to the implementation of the 4/10 work schedule, some employees anticipated negative impacts on childcare and the use of public transportation. Our final survey reported that the actual impact was much lower than anticipated in each of the areas. Only 9% of respondents indicated a negative impact on childcare, down from 20% who initially anticipated a negative impact. About 8% of employees indicated a negative impact on public transportation, down from 14% who anticipated a negative impact.

4) Organizational Impacts

Turnover has remained fairly consistent with the previous year's turnover rate. The annualized turnover from July 2008 to November 2009 was 9.7%, while the overall turnover rate for the previous fiscal year (July 2007-June 2008) is 10.7%.

The ratio of job offers declined versus job offers made has also decreased slightly, indicating that fewer job applicants are turning down jobs with the State. There are, however, other factors that impact both recruitment and turnover, during the economic climate over the past several years, making it difficult to directly measure the impact of the new schedule.

5) Overtime

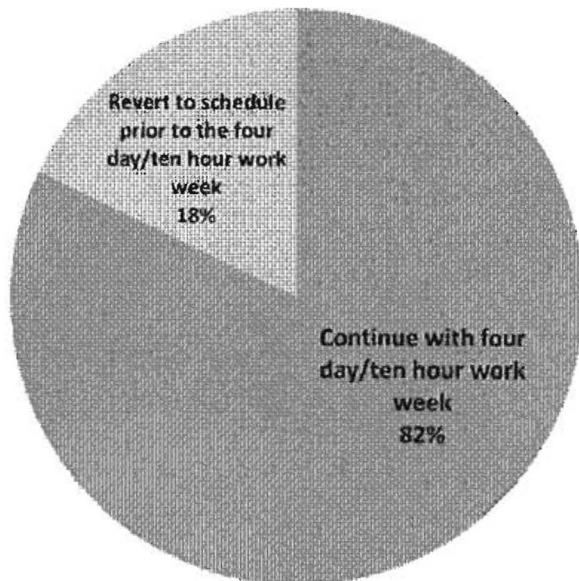
Since the establishment of the 4/10 work schedule, the State has experienced a significant decrease in the amount of paid overtime, compared with the same time period in previous fiscal years. Cumulative overtime across agencies in the Executive Branch is down 160,926 hours, or about 30%, since the 4/10 work schedule began over the previous year. This reduction is equivalent to approximately \$4.1 million. While the change in overtime hours may also be attributed to other factors, such as budget reductions in agencies and full staffing at certain agencies, a large portion of the savings is believed to be a result of the 4/10 work schedule.

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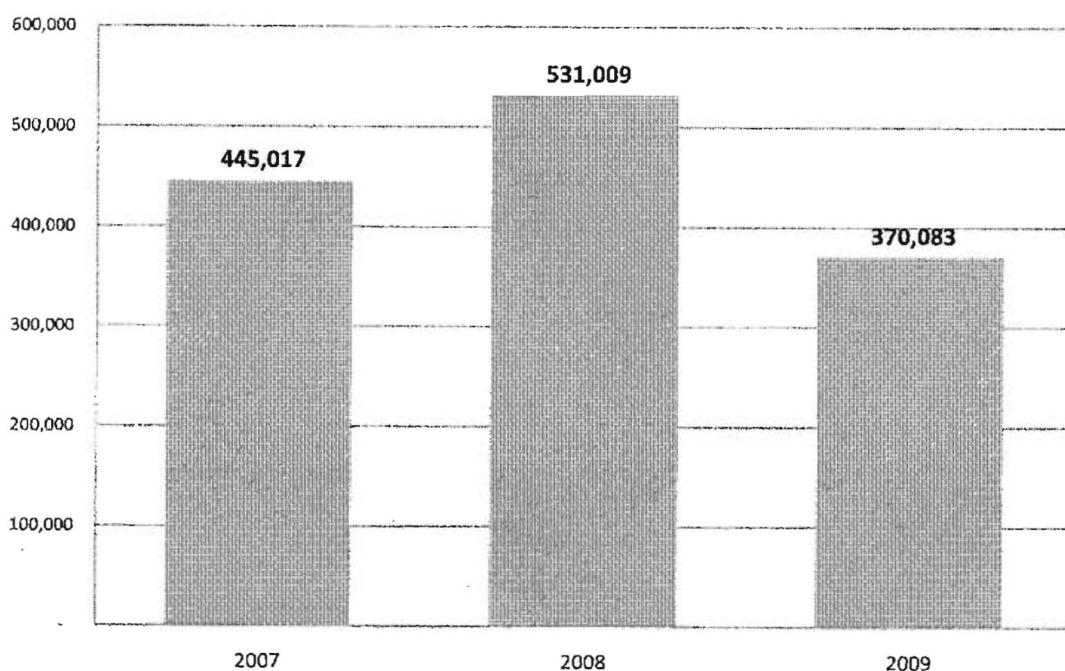


Do you want to continue with the four day/ten hour work schedule or go back to your schedule prior to the Working for Utah initiative?

Only employees working a 4/10 schedule



Executive Branch Overtime Changes
Total Overtime Hours





Environmental Impacts

What is the estimated environmental impact?

→ Reduction of greenhouse emissions produced annually

Estimated: 12,652 metric tons

Actual: 5,494 metric tons from vehicles and 4,546 metric tons from facilities (10,040 total)

→ Estimated reduction of gasoline consumed annually

Estimated: 744,000 gallons

Actual: 523,980 gallons

The principal environmental benefits associated with the Working 4 Utah initiative have been reductions in greenhouse gas and air pollution emissions that stem from avoided fuel combustion for State buildings and employee vehicles. The following metrics illustrate the initiative's impact on the environment.

Leading Indicators and Lessons Learned

1) Environmental Benefits

The Utah Department of Environmental Quality (DEQ) estimates the annual greenhouse gas emissions reductions associated with changes in employee personal vehicle use at 5,494 metric tons of CO₂. This is equivalent to taking 999 cars off the road for one year.

In addition, DEQ estimates annual air pollution reductions of 0.07 metric tons of PM10, 0.07 metric tons of PM2.5, 13.9 metric tons of NOx, 0.5 metric tons of SOx, 19.0 metric tons of VOCs, and 179 metric tons of CO from changes in employee personal vehicle use.

2) Commuter Energy Savings

Over the course of the pilot program, the Utah Department of Human Resource Management conducted a number of surveys of State employees on their commuting practices and vehicle characteristics both before and after the switch to a four-day work week under the Working 4 Utah initiative. The survey resulted in 8,320 complete responses that were then used to assess changes in employee personal vehicle use.

Applying these results to the 18,000 employees covered under the Working 4 Utah initiative, it is estimated that the new four-day work week resulted in over 523,980 gallons* of fuel conserved annually. At the current Utah gasoline price of \$2.62 per gallon, this results in a savings to employees of over \$1.37 million* (at \$4.00 per gallon the savings would be over \$2.0 million).

**Note that these estimates do not include potential changes in transit ridership or non-commuter personal vehicle use that may result from the Working 4 Utah initiative.*



Lessons Learned & Suggestions

The following summarizes the lessons learned during the one-year pilot program.

Leverage existing operational advantages. During the pilot, Utah was contacted by a number of other public entities who asked how Utah's experience with the 4/10 schedule may apply to their situation. Very few states expressed confidence in their performance management data. They were not convinced that they would be able to track changes or make adjustments to operations based on the data available today. Furthermore, very few states provide a comparable number of services online, as Utah does. The customer service impact is substantially greater for citizens who can only conduct their business over a counter.

Project conservative energy savings from building adjustments. The energy savings were positive, the projections for that goal fell short on the number and size of buildings that could be closed. Additionally, the projections did not forecast the substantial drop in energy prices that occurred almost immediately after the program launch. However, the adjustment in operating hours provided the State with a learning opportunity. From the outset of the initiative, it was assumed that strict observance of the new working hours would result in buildings running more efficiently, but as the pilot continued, it became clear that strategies were needed to encourage employee adherence.

Address employee fatigue. Some employees adjust to an extended workday more easily than others. In the future, employees might profit from a reminder of options that are available to them (i.e. exercise leave time, voluntary furlough, telecommuting) and managers and supervisors might profit from a forum where they can discuss other ideas on how to provide flexibility to employees.

Conduct an energy savings awareness partnership campaign early. Adjusting the heating/cooling systems in buildings is an important step in reducing energy consumption, but the full potential cannot be realized without a change in behavior from the people occupying the building. More noticeable savings were realized once Utah initiated the Think!Utah campaign, a grassroots employee energy awareness/behavioral partnership launched in June 2009.

Accelerate the adjustment and monitoring of building systems. Closing buildings and determining operation during the rest of the week is critical to estimating potential 4/10 energy savings. In several cases, energy studies were needed to determine the cost avoidance because of a lack of utility meters at specific buildings. Upgrading the controls and meters in buildings facilitated better consumption habits.

Improve the use of alternative transportation. The final employee survey indicated the negative impact of the initiative on commuters using transit was less than anticipated (9% actual instead of 14% anticipated). While this is encouraging, the amount of employees impacted is still significant. The State encouraged carpooling by developing an online matching tool specific to state employees.

Develop a baseline and keep excellent records. Alternative work arrangements generate a lot of interest. Utah developed a series of reports (baseline, interim, final), and posted them online at http://www.utah.gov/governor/news_media/article.html?article=1724.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2010-4

AGREEMENTS: (E.1.4) A by-law to authorize an agreement with the City and Public Works, Local No. 3 Canadian Union of Public Employees.

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 11th day of January, 2010 and made between the City and Public Works, Local No. 3 Canadian Union of Public Employees commencing February 1, 2009 to January 31, 2012.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

NOTICE

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

CITY SOLICITOR

[/n/staff/by-laws/2010-2010-4/EmployeesUnionCUPE #3/E.1.4.](#)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-6

AGREEMENT: (E. 1.9.) A by-law to authorize a collective agreement between the City and the United Steel Workers of America (Transit) for the period February 1, 2009 to January 31, 2012.

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 collective agreement in the form of Schedule "A" hereto dated the 1st day of February, 2009 for and made between the City and the United Steel Workers of America (Transit) for the period February 1, 2009 to January 31, 2012.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

This by-law takes effect as of February 1, 2009.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2010\2010-6 USWA Collective Agreement

NOTICE

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

CITY SOLICITOR

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-12

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and STEM Engineering Group Incorporated in connection with the design and contract administration of the rehabilitation/reconstruction of the deep bury culvert under North Street in the vicinity of Strand Avenue.

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 15th day of December, 2009 and made between the City and STEM Engineering Group Incorporated in connection with the design and contract administration of the rehabilitation/reconstruction of the deep bury culvert under North Street in the vicinity of Strand Avenue.

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

da/staff/by-laws/2010/2010-12/Eng.Agreement/STEM

NOTICE

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

CITY SOLICITOR

10(c)

SCHEDULE "A"

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 15th day of December

A. D. 2009

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to rehabilitate or replace a failing 600mm diameter corrugated steel culvert at a ravine crossing under North Street.

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

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

ARTICLE 1 - GENERAL CONDITIONS**1.01****Retainer**

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

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

1.02**Services**

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

1.03**Compensation**

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

1.04**Staff and Methods**

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

1.05**Drawings and Documents**

Subject to Section 3.2.4 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 Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06**Intellectual Property**

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

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07**Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

Agreement for Professional Consulting Services

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

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

1.09 Suspension or Termination

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

If the Consultant is practicing 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 Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

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

1.11 Insurance

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

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant 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 \$1,000,000 per claim and in the amount of \$1,000,000 aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

Agreement for Professional Consulting Services

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with nor subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project, without the prior written consent of the owner.

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

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

1.18 Inspection

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

1.19 Publication

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

Agreement for Professional Consulting Services

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

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

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

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

Agreement for Professional Consulting Services

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions

1.24.1 Electronic Data Files and CAD Files:

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES**2.01 Services to be provided by Consultant**

Refer to APPENDIX I

2.02 Services to be provided by Client

Refer to APPENDIX I

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.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) 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 purposes of this agreement payroll burden is **12.4 %**.

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

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

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

Agreement for Professional Consulting Services

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly as follows:

- (a) Principals and Executives on normal assignments \$ 125.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments - Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services During Construction
 - (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$125.00 per hour.
This rate will be reviewed annually and adjusted accordingly.
 - b) Other Staff: Payroll Cost Plus 100%.
 - (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.1 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

Agreement for Professional Consulting Services

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

- (b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.

3.3.2 Fee Estimate

The following fee estimate is provided as a guideline only and is subject to wide variation due to the small construction value of the project. The OSPE & PEO Fee Guidelines do not provide percentage based fees for projects less than \$500,000 for this reason.

Design Phase Services	\$25,000
Construction Phase Services	\$25,000
	\$50,000

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Agreement for Professional Consulting Services

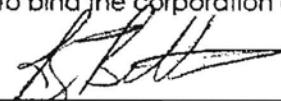
SIGNED, SEALED AND DELIVERED

in the presence of:

J. Deplonty J. Deplonty

CONSULTANT - STEM ENGINEERING GROUP INC.

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



(Signature)

R. BELTRAMIN

(Name)

PRINCIPAL

(Title)

CLIENT - THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

MAYOR - JOHN ROWSWELL

CLERK - DONNA P. IRVING

10(c)

APPENDIX I

SCHEDULE D - SERVICES

SCHEDULE D SERVICES**ARTICLE 2 - SERVICES**2.01 Consultants Services for General Municipal Project

Category No. 1 Services: none anticipated

Category No. 2 - Services

(a) Preliminary Design

1. Meet with the appropriate representatives of the municipality, including the municipal engineer, works committee or council to:
 - Obtain full information on existing and proposed sanitary services.
 - Obtain the Client's standard criteria for design.
 - Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project areas to ascertain the location, topography, drainage and existing municipal services.
3. Review existing condition of culvert utilizing cameral recording completed by the City.
4. Establish the design criteria for the design of the Project.
5. Investigate alternate construction methods for culvert rehabilitation/replacement including directional drilling, jack & bore, pipe bursting, slip lining, etc.
6. Conduct total station survey of limits of project.

(c) Detailed Design, Final Drawings and Specifications

1. Develop detailed profiles and cross-sections as necessary for the detailed design and computation of tender quantities.
2. Prepare drawings.
3. Prepare specifications.
4. Prepare construction contract documents.
5. Assist in obtaining approvals with regulatory agencies (i.e. Conservation Authority).

(d) Evaluation of Tenders and Recommendation for Award

1. Analyze tenders received with regard to completeness, prices, schedule and other requirements of the tender documents.
2. Prepare and submit recommendations to the Client for award of contracts including suitability of Contractor to carry out the work.

Category No. 3 and No. 4 - Services

(e) Consultant's Services for Construction Administration on Municipal Project

The Consultant, on behalf of the Client, provides a review of the work during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is 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 Consultant's duties for general review are as follows:

General Review During Construction

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and advise on the issue of change orders, when requested.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the record drawings work and provide reproducible copies of these drawings to the Client.
9. Make periodic visits to the site during construction to review general conformity of the work with plans and specifications.
10. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
11. Attend job meetings as deemed necessary.

12. Report on the progress of construction to the Client.

Resident Staff Services During Construction

Resident staff services will be provided by the Consultant on a full or part-time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Arrange for or carry out all necessary field testing and inspection of materials and equipment installed.
4. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
5. Carry 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.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as built'.
7. Maintain sufficient data to determine periodic progress of the work.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.02 Client's Services for General Municipal Project

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services under (1) may be assigned to the Consultant under Section 1.8:

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. 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 Consultant in the design of the Project to the standards required by the Client.
5. General direction of the Consultant in the provision of the services and approvals from time to time as necessary during the currency of this Agreement.
6. Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the Client.

10. Arrange and make provision for the Consultant'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.
11. Designate, in writing, an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 9 hereof, inclusive, as being accurate in the performance of the Consultant's services under this agreement.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-13

AGREEMENTS: (L.5.2.) A by-law to authorize an agreement with the City and the Minister of Canadian Heritage for the approval of the \$1.8 million contribution towards implementing the Heritage Discovery Centre Project.

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 11th day of January, 2010 and made between the City and the Minister of Canadian Heritage for the approval of the \$1.8 million contribution towards implementing the Heritage Discovery Centre Project.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

NOTICE

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

CITY SOLICITOR

CONTRIBUTION AGREEMENT

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
 as represented by the Minister of Canadian Heritage (hereinafter called "the Minister" and including any person duly authorized to represent her/him).

AND: **CORPORATION OF THE CITY OF SAULT STE. MARIE**, a municipality duly incorporated under the laws of the province of Ontario, having its head office at Sault Ste. Marie, represented by the Mayor and Commissioner of Finance, hereinafter referred to as the "Recipient".

WHEREAS the Minister is responsible for the Program entitled Cultural Spaces Canada, hereinafter called the "Program";

WHEREAS the Recipient has submitted to the Minister a proposal for the funding of a Project called "Heritage Discovery Centre" which qualifies for support under the Program; and

WHEREAS the Minister wishes to provide financial assistance to support the Project.

THEREFORE, in consideration of their respective obligations set out below, the parties agree to the following:

1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as "the Agreement", in order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described in Annex A of this Agreement entitled: "Heritage Discovery Centre".

2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all conditions indicated in this Agreement, the Minister agrees to contribute up to a maximum amount of \$1,800,000 towards eligible expenses for the carrying out of the Project.

3. TERM

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, notwithstanding its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated at clause 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex A of this Agreement for the period commencing on July 31, 2009 and ending on March 31, 2011. Only goods and services rendered within the prescribed time period shall be considered as eligible expenses.

3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

4. OBLIGATION TO INFORM THE PUBLIC

The Recipient hereby agrees that a public announcement with respect to the Contribution may be made by the Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

5. ACKNOWLEDGMENT

The Recipient shall acknowledge the contribution received from the Minister in any promotional activity related to the Agreement in a manner satisfactory to the Minister. The Canadian Heritage Signature & the Canada Wordmark and guidelines to follow for their use are found at the following address:
<http://www.canadianheritage.gc.ca/logos/>

6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email shall be deemed to have

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been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient

CORPORATION OF THE CITY OF
SAULT STE. MARIE
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Attention:
Ms. Kathy Fisher
Curator
Tel: (705) 759-5443
Fax: (705) 541-7023

To the Minister:

Department of Canadian Heritage
400 - 150 John Street
Toronto, Ontario
M5V 3T6

Attention:
Irfin Daud
Administrative Officer
Tel: (416) 952-2655
Fax: (416) 954 4515

7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following Annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex "A" and Annex "C", Annex "A" will prevail.

Annex A PROJECT/PROGRAMMING DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
Annex B FINANCIAL CONDITIONS
Annex C GENERAL TERMS AND CONDITIONS
Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORTS
Annex E ACKNOWLEDGMENT OF DEPARTMENTAL SUPPORT
Annex F CONFIRMATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Recipient

The Minister

(1)

Mr. John Rowswell
Mayor, City of Sault Ste. Marie

Valerie Hopper
Manager, Arts & Heritage

(2)

Mr. Bill Freiburger
Commissioner of Finance

Date

Date

Witness

Witness

Ms. Donna Irving
City Clerk

Name (Print)

Signature

Signature

ANNEX A**PROJECT DESCRIPTION, SPECIFIC CONDITIONS
AND BUDGET****Description of the Recipient's Project Activities**

There are four major components to the Heritage Discovery Centre project: 1) the construction of a modern interpretive centre; 2) the acquisition and installation of an HVAC system; 3) the purchase and installation of multimedia equipment and seating; and 4) the renovation of the existing Old Stone House to further increase exhibition and interpretive space at the site.

Expected results**Increase number of cultural facilities and improved infrastructures.**

- create a new exhibition space and a new 50-seat multimedia theatre space; and
- renovate and reconfigure current storage space in the existing historic house into new exhibition and interpretation spaces.

Increase accessibility for Canadians to visual arts, performing arts, media arts and to museum collections, heritage displays and exhibitions.

- improve accessibility to people with disabilities by creating a barrier-free facility; and
- construct a modern facility to provide improved access to and interpretation of a historical site.

Improved quality and standards of facilities and infrastructures.

- improve physical quality of all exhibition and interpretation spaces; and
- enhance exhibition and collections management conditions through the installation of an HVAC system.

How the results will be measured

Results will be measured using both qualitative and quantitative indicators, including:

- visitation statistics, including demographic information if possible
- percentage change in youth participation at the Historic Site
- report on physical quality of Heritage Discovery Centre and demonstration of its increased capacity to accommodate visitors, including school groups and tourists.
- report on improved physical accessibility, including barrier-free access for people with disabilities
- report on collections management capacity, and improved conditions for preservation and interpretation of the permanent collection as a result of the project
- qualitative and quantitative report on new programming resulting from the successful completion of the project as outlined in the original application to CSC

Specific Conditions related to the Cultural Spaces Canada Program**1 Insurance**

The Recipient shall place and maintain, at the Recipient's own expense, an adequate amount of insurance for capital assets purchased through this Agreement, with Her Majesty the Queen in Right of Canada being the loss payee, with respect to the amount of funding received under the Agreement. The insurance stipulation contained herein shall not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Recipient and of Her Majesty and shall not be deemed to release or diminish the Recipient's liability in any manner including as may be referenced elsewhere by the provisions of this Agreement.

2 Provincial and Municipal requirements

The recipient agrees to adhere to all federal and provincial environmental requirements and provincial/municipal fire and safety standards associated with this project.

3 Stacking Limit

In the event that total government assistance exceeds 100% of the eligible expenses at the end of the project, the Recipient agrees to repay the Crown up to the amount of the federal contribution. The repayment of any amount exceeding the total government assistance limit will be calculated on a pro-rated basis (based on total government assistance received towards the same eligible expenses).

10(d)

Budget Breakdown and Eligible Expenditures

Revenues:

Source of Funding			Amount
Public Sector	Federal (specify)	Cultural Spaces Canada	\$1,800,000
		FedNor	\$500,000
	Province/Territory (specify)	Northern Ontario Heritage Fund Corporation	\$1,000,000
		Ontario Ministry of Tourism	\$400,000
	Municipal (specify)	City of Sault Ste. Marie	\$200,000
		Historic Sites Board	\$100,000
TOTAL REVENUES			\$4,000,000

Expenditures:

Column 1	Column 2	Column 3	Column 4
Expenditures	Cost	Maximum Amount Approved Under This Agreement: <i>(Note 2)</i> <u>THE LESSER OF:</u>	
		Maximum Dollar Amount	Maximum Percent of Eligible Expenses
<u>Construction, Reuse, Renovation:</u>			
• Fees and professional honoraria	\$679,404		
• Costs related to material	\$270,000		
• Costs related to workforce	\$1,956,171		
• Other (Contingency)	\$339,425		
Subtotal (Construction, Reuse, Renovation)	\$3,245,000	\$1,622,500	50%
<u>Specialized Equipment:</u>			
• Acquisition Costs	\$355,000		
Subtotal (Specialized Equipment)	\$355,000	\$177,500	50%
<u>Total Eligible Expenses (Note 1)</u>	\$3,600,000		
<u>Ineligible Expenses:</u>			
• Exhibition Production	\$400,000		
Total Ineligible Expenses	\$400,000		
PROJECT TOTAL	\$4,000,000	\$1,800,000	

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Program support not to exceed the indicated percentages of eligible project costs for construction, adaptive reuse or renovation; specialized equipment purchases; or feasibility studies.

Note 3: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

ANNEX B

FINANCIAL CONDITIONS

1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Subject to the appropriation of funds by the Parliament of Canada, to the continuance of current and forecasted Program budget levels and to the provisions of this Agreement, the Minister agrees to contribute up to a maximum of the lesser of \$1,800,000 or 50% towards the eligible expenses incurred by the Recipient for the activities described in Annex A.
- 1.2 Disbursements of the Contribution will not exceed the following amount(s) for the applicable fiscal year(s), as per payment breakdown and the eligible expenditures will be incurred by the recipient within the fiscal year for which they are allocated:

Federal Government Fiscal Year 2009-10 \$ 400,000
 Federal Government Fiscal Year 2010-11 \$1,400,000

- 1.3 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.
- 1.4 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government's fiscal year and according to the clause 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than 60 days prior to the end of the federal government's fiscal year. The Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.

2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.
- 2.2 In the event of a proposed reduction or termination of the funding of the Program under clause 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the obligations of both parties shall cease at the end of the notice period.

3. SURPLUS

- 3.1 The Recipient agrees that all revenues and expenditures mentioned in Annex A (Budget) are anticipated and also agrees to inform the Minister of any change without delay and, in all cases before the final payment is due, of any increase or decrease in their revenues and/or expenditures for this Project. In this case, the Recipient recognizes that the financial support given in terms of this Agreement and the expected activities/results may be adjusted or renegotiated at the Minister's discretion.

4. DESCRIPTION OF ELIGIBLE EXPENDITURES

- 4.1 The Recipient agrees that the Minister's contribution will be applied to only those eligible expenditures described in Annex A of this Agreement.

5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES
 Not applicable to the Cultural Spaces Canada Program.

6. PAYMENTS

The Minister shall pay to the Recipient the contribution described in clause 1.2 as follows:

- 6.1 The Minister may make advance payments based on the Cash Flow Statement submitted by the Recipient. Payment(s) will be made on or about the first day of the period covered by the advance (please refer to first column below entitled "Advance payment for the period of").
- 6.1.1 The Recipient must submit the report(s) as indicated in the schedule below. Advance payments that require reports are conditional upon receipt and acceptance of the report(s) by the Minister. All advance payments are conditional upon compliance with previous advance payment terms and conditions.

10(d)

Fiscal Year 2009/2010:

Advance payment for the period of	Payment conditions		
	Type of reports (Cash flow, financial, Activity/Results etc.)	Period covered by the report	Report shall be submitted by
ADVANCE PAYMENT(S) WILL BE BASED ON MONTHLY REQUIREMENTS. ADVANCES CANNOT EXCEED 100 % OF THE FINANCIAL ASSISTANCE AWARDED FOR THE CURRENT FISCAL YEAR.			
July 31, 2009 to February 28, 2010	Signature of the Agreement Cash Flow Statement	Actuals: July 31, 2009 to January 31, 2009 Forecast: February 1, 2010 to March 31, 2011	ASAP
March 1, 2010 to March 31, 2010	Interim Activity/Results Report Interim Financial Report Cash Flow Statement	July 31, 2009 to February 28, 2010 Actuals: July 31, 2009 to February 28, 2010 Forecast: March 1, 2010 to March 31, 2011	March 15, 2010
If the Recipient forecast to incur fewer expenditures than anticipated in the budget (Annex "A") for the current fiscal year, the Recipient must inform the Minister as soon as possible, but no later than 60 days prior to the end of the current fiscal year.			

10(d)

Fiscal Year 2010/2011:

Advance payment for the period of	Payment conditions		
	Type of reports (Cash flow, financial, Activity/results etc.)	Period covered by the report	Report shall be submitted by
ADVANCE PAYMENT(S) WILL BE BASED ON MONTHLY REQUIREMENTS. ADVANCES CANNOT EXCEED 90 % OF THE FINANCIAL ASSISTANCE AWARDED FOR THE CURRENT FISCAL YEAR.			
April 1, 2010 to April 30, 2010	No report required		
May 1, 2010 to May 31, 2010	No report required		
June 1, 2010 to June 30, 2010	No report required		
July 1, 2010 to July 31, 2010	Cash Flow Statement	Actuals: July 31, 2009 to May 31, 2010 Forecast: June 1, 2010 to March 31, 2011	June 15, 2010
August 1, 2010 to August 31, 2010	No report required		
Sept. 1, 2010 to Sept. 30, 2010	No report required		
Oct. 1, 2010 to Oct. 31, 2010	Interim Activity / Results Report Interim Financial Report Cash Flow Statement	July 31, 2009 to August 31, 2010 Actuals: July 31, 2009 to August 31, 2010 Forecast: September 1, 2010 to March 31, 2011	Sept. 15, 2010
Nov. 1, 2010 to Nov. 30, 2010	No report required		
Dec. 1, 2010 to Dec. 31, 2010	No report required		
January 1, 2011 to January 31, 2011	Cash Flow Statement	Actuals: July 31, 2009 to November 30, 2010 Forecast: December 1, 2010 to March 31, 2011	Dec. 15, 2010
Feb. 1, 2011 to Feb. 28, 2011	No report required		
March 1, 2011 to March 31, 2011	Interim Activity / Results Report Interim Financial Report Cash Flow Statement	July 31, 2009 to Jan. 31, 2011 Actuals: July 31, 2009 to January 31, 2011 Forecast: February 1, 2011 to March 31, 2011	Feb. 15, 2011
If the Recipient forecast to incur fewer expenditures than anticipated in the budget (Annex "A") for the current fiscal year, the Recipient must inform the Minister as soon as possible, but no later than 60 days prior to the end of the current fiscal year.			

- 6.2 A final payment representing the holdback shall be made on receipt and acceptance of a Final Activity/Results Report and a Certified Financial Report, signed by the City Clerk and the Mayor.

A final payment representing the holdback shall be made on receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient.			
Holdback	Final Activity / Results Report Certified Financial Report GSC Application - Budget Sheet Q#18, 'Final report' column completed	July 31, 2009 to March 31, 2011 July 31, 2009 to March 31, 2011 July 31, 2009 to March 31, 2011	June 30, 2011

6.3 Reports required:

- 6.3.1 Interim Financial Report is described in clause 7.1.
- 6.3.2 Interim or Final Activity/Results Report is described in Annex "D".
- 6.3.3 Certified Financial Report is described in clause 7.2.
- 6.3.4 Cash Flow Statement is described in clause 7.3.

7. FINANCIAL REPORT

7.1 Interim or Final Financial Report:

For the purposes of this Agreement, an Interim or Final Financial Report, certified by a person duly authorized by the Recipient, shall include as separate items the project budget as well as all the Recipient's revenues and expenditures for the given period with regard to the project funded. This report shall include the sources of revenues and expenditures as set out in Annex "A". Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. The report shall be prepared in accordance with generally accepted accounting principles.

7.2 Certified Financial Report:

For the purposes of this Agreement, the Certified Financial Report, certified by a person duly authorized by the Recipient, shall clearly include all the Recipient's revenues and expenditures with regard to the project funded through this Agreement for the given period. This report shall include the sources of revenues and expenditures as set out in Annex "A". Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be audited by professional accountants who are active members in good standing of one of the following professional associations: CA, CMA, CGA.

7.3 Cash Flow Statement:

The Cash Flow Statement must present all expected revenues and expenses for the completion of the project. This statement must provide a breakdown of revenues and expenses on a monthly basis for the period in question. The objective of the statement of projected cash flow is to determine precisely when the recipient will require funds from the Department in order to meet the financial obligations linked to their project.

8. ADVANCE PAYMENTS

Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owed to the Minister until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister's satisfaction.

9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

10. OVERPAYMENT

- 10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt due to Her Majesty and is recoverable as such.
- 10.2 When the Recipient's final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/result report to the Minister.

10(d)

- 10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to the Minister no later than 30 days after the date of the notice by the Minister.
- 10.4 Where any amount due to the Minister has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

11. AUDIT

- 11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 11.2 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project financed under this Agreement.

12. INTEREST CHARGES

Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three per cent (3%), from the due date to the settlement date.

13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at clause 3.1 (see first page of the agreement).

ANNEX C

GENERAL TERMS AND CONDITIONS

1. REPRESENTATION BY THE RECIPIENT

The Recipient confirms:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any business matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex A accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public office holder or public servant who is not in compliance with the *Values and Ethics Code for the Public Service* or the *Conflict of Interest and Post-employment Code for Public Office Holders* shall derive a direct benefit from this Agreement.

2. OBLIGATIONS OF THE RECIPIENT

- 2.1 The Recipient must identify the Project clientele and take all necessary measures to communicate and provide Project related services to this clientele in English and in French as the case may require.
- 2.2 During the term of this Agreement, the Recipient shall:
 - 2.2.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
 - 2.2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
 - 2.2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits; and
 - 2.2.4 ensure access by the Minister, her/his authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes.

3. CERTIFICATION-CONTINGENCY FEES

Definitions that apply to this subsection:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

"employee" means a person with whom the Recipient has an employer/employee relationship; and

"person" includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Suppl.), as the same may be amended from time to time.

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person other than an employee acting in the normal course of the employee's duties.

- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex B, clause 11).
- 3.3 If the Recipient certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient by way of reduction of the contribution or otherwise the full amount of the contingency fee.

4. APPLICABLE LEGISLATION

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines.
- 4.2 Acts: The Recipient agrees to comply with the spirit and intent of the *Employment Equity Act*, S.C. 1995, c. 44, the *Canadian Multiculturalism Act*, R.S., 1985, c. 24 (4th Supp.).
- 4.3 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.
- 4.4 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbyists Registration Act*, R.S., 1985, c. 44 (4th Supp.).

5. CONFIDENTIALITY

- 5.1 The Recipient shall ensure that any information of a confidential nature relating to the affairs of the Minister to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the *Access to Information Act*, R.S., 1985, c. A-1 and to the *Privacy Act*, R.S., 1985, c. P-21.
- 5.2 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the *Privacy Act*, R.S. 1985, c. P-21.

6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)

For any asset purchase (equipment, building, etc) that has a cost of over \$1000, the Recipient shall:

- 6.1 Preserve and maintain the assets acquired with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless;
 - 6.1.1 written exemption from this requirement is obtained from the Minister;
 - 6.1.2 the Minister authorizes the disposition of the asset;
 - 6.1.3 replacement of assets subject to wear is necessary; or
 - 6.1.4 assets that have become outdated require replacement.
- 6.2 The Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any capital assets that have been preserved by the Recipient shall be:
 - 6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project; or
 - 6.2.2 turned over to another organization or person designated or approved by the Minister; or
 - 6.2.3 disposed of in such other manner as may be determined by the Minister.

7. LIABILITY

- 7.1 The Minister and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.
- 7.2 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

8. INDEMNIFICATION

- 8.1 The Recipient shall Indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.

9. INSURANCE

- 9.1 The Recipient shall, through an appropriate policy of insurance, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project.

10. DEFAULT AND REMEDIES

- 10.1 The following constitute events of default:
- 10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
 - 10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
 - 10.1.3 In the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;
 - 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement to the Minister;
 - 10.1.5 in the Minister's opinion, a condition or a commitment provided for in the Agreement has not been respected; and
 - 10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.
- 10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.
- 10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

11. EVALUATION

- 11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.
- 11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:
- 11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and
 - 11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement to ensure compliance with the terms and conditions of the Agreement.

12. PARTNERSHIP

- 12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.
- 12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

13. ASSIGNMENT

The Recipient shall not assign this Agreement or any part thereof or any payments to be made thereunder without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

14. MEMBERS OF PARLIAMENT OR SENATORS

No Member of the House of Commons or the Senate shall be eligible to any share of part of this Agreement or to benefit therefrom.

15. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally.

16. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

17. SUCCESSORS

This Agreement is binding upon the parties and their respective administrators and successors.

ANNEX D

REPORTING REQUIREMENTS

INTERIM OR FINAL ACTIVITY/RESULTS REPORTS

A person duly authorized by the Recipient must certify the Interim and Final Activity/Results Reports.

Interim Activity/Results Report:

- an assessment of progress towards the project results and the extent to which the project has met program objectives according to performance measures stated in the application and in Annex A
- see Annex B, clause 7 for a description of required financial reporting

The Final Activity/Results Report:

- a letter requesting final payment
- an assessment of the project results and the extent to which the project has met program objectives as stated in your application and Annex A. As part of your assessment, please complete the following table:

<u>Improved quality and standards:</u> Did the project...	<u>NO</u>	<u>YES</u>	If YES, how and to what extent?
improve the facility's technological or safety features?			
improve the facility's disabled access?			
improve the environmental and/or conservation controls in the facility?			
<u>Enhanced efficiency of operations:</u> Did the project...			
increase the facility's seating capacity or visitor capacity of exhibition halls?			
increase users' (artists, employees, etc.) satisfaction with working spaces?			

- a statement to the effect that the Applicant has met its obligations, under this agreement, regarding federal and provincial environmental requirements and provincial/municipal fire and safety standards
- see Annex B, clause 7 for a description of required financial reporting

10(d)

ANNEX E

ACKNOWLEDGMENT OF DEPARTMENT SUPPORT

All Recipients are required to acknowledge publicly the financial assistance of the Government of Canada. For this purpose, the Department has developed the following guidelines:

1. Public announcements and press releases are to be coordinated through the Department's Communications Branch in Gatineau via the Regional office. The Recipient will advise the Department in advance of public announcements or press releases.
2. If the Recipient publishes an official document of any kind, space shall be set aside in a mutually agreed section of the document for a message to participants from the Minister in both official languages. The message will be prepared by the Department. The Recipient will advise departmental officials well in advance of the publication.
3. Recognition of the Department's contribution will be given with appropriate means such as signage, local publicity, advertising, etc.
4. During the course of a construction or renovation project with total program contribution equal to or greater than \$50,000, acknowledgement shall take the form of a temporary sign posted on the construction site. This sign, which will be prepared and installed at the Minister's expense, should be requested by the Recipient 4 weeks before the construction or renovation work starts.
5. Upon completion of the construction or renovation project with total program contribution equal to or greater than \$50,000, a permanent plaque acknowledging the participation of the Department shall be installed and displayed in a publicly visible location. This plaque shall be prepared at the Minister's expense and provided to the Recipient by the Department. The costs incurred in mounting the plaque are the responsibility of the Recipient.

10(d)

ANNEX F

We, the undersigned elected and appointed officials of the Corporation of the City of Sault Ste. Marie, confirm that the following staff is/are affirmed as signatory/signatories, having signing authority for all matters concerning this Agreement.

Staff Signatory

Kathy Fisher

Curator

Signature

Authorized Signatures

Mr. John Rowswell

Mr. Bill Freiberger

Mayor, City of Sault Ste. Marie

Commissioner of Finance

Signature

Signature

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-14

AGREEMENTS: (L.5.2.) A by-law to authorize an agreement with the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the approval of the \$1 million contribution towards implementing the Heritage Discovery Centre Project.

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 11th day of January, 2010 and made between the City and Northern Ontario Heritage Fund Corporation (NOHFC) for the approval of the \$1 million contribution towards implementing the Heritage Discovery Centre Project.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

NOTICE

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

CITY SOLICITOR

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION
a corporation existing under the laws of Ontario

("NOHFC")

- and -

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 between August 5, 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 dollars (\$1,000,000).

"NOHFC Claim Schedule" means the NOHFC claim schedule set out in Schedule C.

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"**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 24.99%.

"**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 the Funds, to be released only after all of the following have occurred:
 - (i) completion of the Project in accordance with the Agreement;
 - (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 sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the 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 sources that are not listed in the Project Funding Chart or in amounts from the 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 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;
 - (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, and
 - (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.

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 own or lease all buildings or facilities 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, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

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;
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer, and
- (e) attach to the final Request for Funds a copy of a stamped certificate of Project completion by the Project's architect or engineer.

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

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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:

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- (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;

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- (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.

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

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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.

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

Attention: Executive Director

Fax: 705-945-6701

To the Recipient:

City of Sault Ste. Marie
PO Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Attention: Kathy Fisher

Fax: 705-541-7023

- 18.2 **Notice.** Notice shall be deemed to have been received:
- in the case of postage-prepaid mail, seven business days after such Notice is mailed;
 - In the case of personal delivery, on the date such Notice is delivered to the other Party; or
 - 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,
- Notice by postage-prepaid mail shall not be deemed to be received; and
 - 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.

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 (interpretation and definitions), sections 3.2 (use of Funds), 5.1 (obligation to fund), 5.2 (payment of Funds), 5.3(a), (d), (e) and (g) (limitations on funding), Articles 8 (reporting, accounting and review), 9 (credit), 10 (FIPPA), and 11 (indemnity), sections 14.2(e), (f), (g) and (i) (demands for repayment), Articles 15 (payment by NOHFC of amounts owing by Recipient), 16 (compliance with Agreement), 17 (repayment and set off), 18 (notice), 21 (independent parties), 23 (governing law), 24 (further assurances), 25 (survival), and 26 (Schedules) and Schedules A and 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;
- (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

Program: Infrastructure and Community Development

Project Number: 950503

Recipient Name: City of Sault Ste. Marie

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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.

ARTICLE 29 TIME IS OF THE ESSENCE

- 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

CITY OF SAULT STE. MARIE

Name: John Rowswell
Position: Mayor

January 11, 2010
Date

Name: Donna Irving
Position: City Clerk

January 11, 2010
Date

I/We have authority to bind the Recipient.

SCHEDULE A

*PROJECT DESCRIPTION*1. Project summary

The Recipient will build a Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site, transfer to it a number of functions currently housed in the Summer Kitchen at that Site, and reconstruct the Summer Kitchen to provide the space for expanded services. Construction will be to Gold Level LEED standards featuring full accessibility. The Heritage Discovery Centre will provide space for administrative offices, changing areas, costume storage and public and staff rest rooms, all relocated from the Summer Kitchen. The Summer Kitchen will be renovated to provide more Interpretive space for its programming, such as school tours, pioneer summer camps, meetings, weddings, workshops, Sunday teas, etc.

2. Project purpose

The purpose of the Project is to increase the volume of visitors to the Ermatinger-Clergue National Historic Site and produce other revenue streams such as special events, conferences and meetings, thereby continuing the Site as a significant and sustainable national attraction in the tourism and cultural infrastructure of Sault Ste. Marie.

3. Project location

Sault Ste. Marie, ON.

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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>
Land acquisition (approx. value)		\$300,000	\$300,000
Construction	\$3,048,800		\$3,048,800
Interpretation, displays, consultants, fees, disbursements	\$952,200		\$952,200
TOTAL	\$4,001,000	\$300,000	\$4,301,000

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	Construction	\$1,000,000		\$1,000,000
Canadian heritage cultural spaces Canada	Conditional contribution	Construction	\$1,800,000		\$1,800,000
Recipient	In kind	Land		\$300,000	
Recipient	Cash	All	\$300,000		\$300,000
FedNor	Contribution	All	\$500,000		\$500,000
Hudson Bay Fdn., Min. Tourism, Min. Culture, Phase 2 FedNor, fundraising		All	\$401,000		\$401,000
TOTAL:			\$4,001,000		\$4,301,000
NOHFC % of total Eligible Project Costs			24.99%		

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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: _____

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SCHEDULE D

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.)

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.

Eligible Project Cost category	Total Eligible Project Cost amount	Total Eligible Project Costs of all claims submitted to date (not including this request)	Eligible Project Costs this request	Balance of Eligible Project Costs remaining (after this request)	Table no. if applicable (from section 5 of this form)
Construction	\$3,048,800				
Interpretation, displays, consultants fees, disbursements	\$952,200				
TOTAL	\$4,001,000				
NOHFC Funds (24.99%)	\$1,000,000				

Total Eligible Project Costs this request: \$ _____ (A)

NOHFC % of Eligible Project Costs 24.99% (B)

Current Payment Request: \$ _____ (C)
 (A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

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SCHEDULE D (CONT'D)

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.)

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.

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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, together with professional's certificate of completion; see 8.1(e)	Form of Final Report in Schedule E

Program: Infrastructure and Community Development

Project Number: 950503

Recipient Name: City of Sault Ste. Marie

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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.

10(e)

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.

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SCHEDULE F

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							

(Change Request Form continued on following page – please fill out all pages)

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SCHEDULE F (CONT'D)

CHANGE REQUEST FORM

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)

SCHEDULE F (CONT'D)

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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.

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: 950503

Recipient Name: City of Sault Ste. Marie

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SCHEDULE G

DELEGATION OF AUTHORITY FORM

TO Northern Ontario Heritage Fund Corporation ("NOHFC")

FROM City of Sault Ste. Marie ("Recipient")

RE Project Number: 950503

Project Name: Heritage Discovery Centre

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(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-15

AGREEMENTS: (E.3.4) A by-law to authorize a contract between the City and Avery Construction in connection with the supply of all materials, labour and equipment for the construction of an "active" landfill gas collection and management system for the Sault Ste. Marie Municipal Landfill. (Contract 2009-18E).

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 11th day of January, 2010 and made between the City and Avery Construction Ltd. in connection with the supply of all materials, labour and equipment for the construction of an "active" landfill gas collection and management system, including extraction wells, landfill gas heads and laterals, condensate drains, condensate forecemains, a blower/flare station, electrical servicing and system commissioning, for the Sault Ste. Marie Municipal Landfill.

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

da/staff/by-laws/2010/2010-15/Eng. Contract/Avery Const

NOTICE

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

CITY SOLICITOR

SCHEDULE "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2009-18E
Landfill Gas Management System
Sault Ste. Marie Municipal Landfill**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of January in the year 2010 by
and between

Avery Construction Ltd. _____ hereinafter called the
"Contractor"

AND

The Municipal 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:

**CONTRACT NO. 2009-18E
LANDFILL GAS MANAGEMENT SYSTEM
SAULT STE. MARIE MUNICIPAL LANDFILL**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Supplementary 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 Contract Administrator 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 Contract Administrator 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 Contract Administrator 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, Ontario
P6A 5N1

The Contractor:

Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, Ontario
P6C 2L3

The Contract Administrator:

AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4

10(f)

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)

City Clerk - Donna P. Irving

THE CONTRACTOR

Company Name

(seal)

Signature

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-16

AGREEMENTS: (E.3.4.4) A by-law to authorize an agreement between the City and M.R. Wright & Associates Co. Ltd., to provide engineering services for the rehabilitation of the two Root River Bridges on Great Northern Road north of Fourth Line.

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 11th day of January, 2010 and made between the City and M. R. Wright & Associates Co. Ltd. to provide engineering services for the rehabilitation of the two Root River Bridges on Great Northern Road north of Fourth Line.

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

da/staff/by-laws/2010/2010-16/Eng.Agreement/MRWRIGHT

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(g)

SCHEDULE "A"

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

**MUNICIPAL BRIDGE REHABILITATIONS
FOR**

**MUNICIPAL BRIDGE NO. 4 - AT SHULTZ ROAD
AND
MUNICIPAL BRIDGE NO. 1 - 0.6 KM NORTH OF FOURTH LINE
ON HIGHWAY 17 NORTH/GREAT NORTHERN ROAD
SPANNING THE ROOT RIVER
SAULT STE. MARIE, ONTARIO**

AGREEMENT CONTENTS

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- 1 -

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

**MEMORANDUM OF AGREEMENT dated the 11th, day of January
A. D. 2010**

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Hereinafter called the 'Client'
THE PARTY OF THE FIRST PART

-AND-

M.R. WRIGHT & ASSOCIATES CO. LTD.

Hereinafter called the 'Consultant'
THE PARTY OF THE SECOND PART

WHEREAS the Client intends to rehabilitate and repair Municipal Bridge Numbers 1 and 4 – on Highway 17/Great Northern Road, spanning the Root River, in the City of Sault Ste. Marie, Ontario.

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

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

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

1.04 Staff and Methods

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

1.05 Drawings and Documents

Subject to Section 3.2.3 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

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

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

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

1.08

Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09

Suspension or Termination

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

1.10

Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

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

1.11

Insurance

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

a) **Comprehensive General Liability**

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

b) **Professional Liability Insurance**

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

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

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

1.18 Inspection

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

1.19 Publication

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

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

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

1.21

Dispute Resolution

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

1.22

Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23

Estimates, Schedules and Staff List

1.23.1

Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

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

1.23.2

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

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

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

1.23.3

Monthly Reporting of Progress

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

1.24

Additional Conditions

ARTICLE 2**2.1 SERVICES**

MRF agrees to provide the following services in accordance with the Guideline for Professional Engineers Providing Services With Respect to Roads, Bridges and Associated Facilities;

Part A – i) Design

- Collect related and applicable field and design data.
- Conduct Geotechnical Investigation for both Bridge Sites (if required)
- Develop Design Alternatives, consider impacts of each alternative and evaluate alternatives.
- Complete Preliminary Design for consultation with stakeholders
- Complete Detailed Design of the repairs and rehabilitations of the bridge components including all design calculations and briefs in accordance with the Canadian Highway Bridge Design Code, CAN/CSA S6 current edition and MTO guidelines.
- Prepare Specifications
- Preparation of Issued for Tender Drawings and Issued for Construction Drawings.

Part A – ii) Monitoring

- Develop 5 year Monitoring Plan
- Supply and Install Monitoring Inclinometers and Gauges.
- Supply and Install Monitoring Control Points
- Conduct Monitoring Programme
- Continue Monitoring Programme for specified timeframe
- Conduct Structural and Geotechnical Calculations to determine stability of Structure components for both Bridge Sites (if required)

Part B – Environmental Assessment Requirements:

- Consult with Transport Canada to determine Canadian Environmental Assessment Act (CEAA) requirements
- Complete CEAA (if required)
- Consult with the Ministry of Transportation to Determine Class Environmental Assessment for Provincial Transportation Facility (CEAPTF) requirements.
- Complete CEAPTF (if required).
- Complete Schedule A+ Municipal Class EA
- Obtain permit from the Sault Ste. Marie Regional Conservation Authority

Part C – Specifications and Tendering:

- Complete necessary tender documents.
- Publicly advertise tender on or about April 30, 2010
- Allow for a four week tendering period, and provide recommendations for a tender award.
- Obtain Construction Approvals

Part D – Services During Construction:

- Contract Administration
- Resident Inspection During Construction
- Environmental Monitoring
- As-Built Documentation
- Acceptance

2.2 EXCLUSIONS

The Client shall provide the consultant all relevant details regarding subsurface conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependant on the information available the Consultant may require additional studies. The Consultant shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Consultant necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.3. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement and comply with the terms of section 1.08.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

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

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

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

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

Classification:	Hourly Rate:
Principals and Executives	\$130 per hour
Project Engineer	\$115 per hour
Contract Administrator	\$85 per hour
Draftsmen	\$80 per hour
Materials Testing Technician	\$80 per hour
Technician	\$65 per hour
Survey Crew	\$155 per hour (incl. equipment charges)
Administration	\$40 per hour

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

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Upset Limit

For that part of the Services described in Article 2 Part A i, B & C, an upset limit of \$135,000.00 excluding taxes and disbursements shall be established.

For that part of the Services described in Article 2 Part A ii, an upset limit of \$140,000.00 excluding taxes and disbursements shall be established.

For that part of the Services described in Article 2 Part D, an upset limit of \$80,000.00 excluding taxes and disbursements shall be established.

3.2.3 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed for expenses by inclusion of an administrative charge of 4% onto the invoiced fee for the billing period, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs,

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

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

- 3.2.3.3 In addition to the fee, the Consultant shall be reimbursed for vehicle use charges at a rate not exceeding \$0.50 per kilometer, for all mileage properly incurred by him in connection with the project.
- 3.2.3.4 The cost of providing and maintaining site offices shall be charged at cost plus a 5% administrative mark-up.
- 3.2.3.5 The cost of providing chemical and physical testing services shall be charged at MRW's standard testing rates, which are available upon request and shall be the rates current as of the date of endorsement of this agreement.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

3.3.2 Upset Fee Estimate

In accordance with Section 3.2.2.

IN WITNESS THERE OF, the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

CONSULTANT

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

John D. Gandy
(Signature)

Greg Saunders, P.Eng.

General Manager
(Title)

THE CORPORATION OF THE CITY IF SAULT STE. MARIE

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

MAYOR/CHAIRMAN/BREWER/WARDEN JOHN ROWSWELL

CLERK - DONNA IRVING

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-18

AGREEMENT: (E.1.4.) A by-law to authorize a collective agreement between the City and the Canadian Union of Public Employees Local No. 3 - Community Services Department.

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 collective agreement between the City and the Canadian Union of Public Employees Local No. 3 - Community Services Department effective from February 1, 2009 to January 31, 2012.

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

NOTICE

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CITY SOLICITOR

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-19

AGREEMENT: (E.1.12.) A by-law to authorize a collective agreement between the City and the Canadian Union of Public Employees Local No. 67 - Day Care Group.

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 collective agreement between the City and the Canadian Union of Public Employees Local No. 67 - Day Care Group effective from June 1, 2009 to May 31, 2012.

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

da/By-laws 2010/2010-19/CUPE 67 Day Care Group

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CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-9

APPOINTMENT: (A.3.2.) A by-law to appoint Robert Rushworth as Manager of Emergency Medical Services.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Municipal Act, 2001, c. 25 **ENACTS** as follows:

1. **APPOINTMENT** – Manager of Emergency Medical Services

Robert Rushworth is hereby appointed Manager of Emergency Medical Services.

2. **EFFECTIVE DATE**

This by-law becomes effective on February 1, 2010.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DA Bylaws\2010\2010-9 Appt Mgr Emerg Med Serv

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CITY SOLICITOR

10(K)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2010-7

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 169 to the Official Plan (Mageran).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 169 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

staff/on/zoning/OPby-laws/2010-7

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CITY SOLICITOR

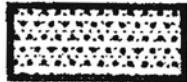
6(6)(b)

AIRPORT

SUBJECT
PROPERTY
A-27-09-Z-OP

ST MARYS RIVER

OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



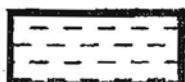
INDUSTRIAL



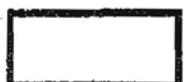
PARKS
RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 169



10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-11

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.

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2010\2010-11 Parking Officers – Private lots

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CITY SOLICITOR

10(1)

SCHEDULE "A"

BYLAW 2010-11 PASSED 11 JAN 10

<u>BADGE NO.</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12	ROUSE,BRIAN	ALGOMA UNIVERSITY	1620 QUEEN ST E
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENOELL,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
39	BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 DUBIN ST E
108	SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	948 & 216 QUEEN ST E,
115	TAYLOR,GARY	ALGOMA UNIVERSITY	1620 QUEEN ST E
115	LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1620 QUEEN ST E
130	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
131	PARR,DEREK,RAYMOND	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
133	TASSONE,YITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
178	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	BELLUVE MARINA & BONDAR MARINE & PARK
191	BROWN,STEVEN,GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES
196	SEABROOK,LAURALEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
238	BECK,DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
240	MASON,STEPHEN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COCHILL,ROBIN	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST/128 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND GHO	71 & 131 EAST ST./128 SECOND LINE W
253	TRAVISON,TERRANCEY(TERRY)	NORTH EAST SECURITY	BELLUVE MARINA & BONDAR MARINE & PARK
262	ADAM,CINDY	SAULT COLLEGE	SAULT COLLEGE
263	RECOLLECT,HOLLY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
267	CORPIERE,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/300 FARWELL TERR/AIRPORT
276	SMITH DENNIS,ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/AIRPORT
286	MURDOCK,LEIGH	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
287	SWIRE,WMILLIAM,JAMES	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
296	MANN,DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
298	OMIMA,WMILLIAM,GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY/AIRPORT
301	COTTINGHAM,EDWARD,ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307	SUREVITCH,JASON	NORTH EAST SECURITY	CAMBRIAN MALUPINE/ CHURCHILL PLAZA/BELLUVE PARK&MARINA/STEELBACK
308	PIGUE,EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALU/CHURCHILL PLAZA
314	AASEN,PAULINE	KOPRASH BUILDING SER.	ONTARIO REALITY CORP/ROBERTA BONAR PLACE
316	MCCULLOCH,BRANDON	G4S SECURITY	SOLID HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
321	LORENZO,COREY	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
330	O'BILL,ROY	RICCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331	HAMILTON,SILVI	RICCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335	GROSSO,CONALO	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337	RENNISON,JEFF	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
340	DAMIONIAN,MATTHEW	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
342	PICK,DENKY	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,ROD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEEL BACK/BELLUVE MARINA
346	HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA
347	BEDELL,LUCAS	CITY OF SAULT STE MARIE	BELLUVE 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 MALU/CHURCHILL PLAZA
358	COLLIKS,LESLIE	SOLID SECURITY SERVICES	CAMBRIAN MALU/CHURCHILL PLAZA
360	HALLIGAN,AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALU/CHURCHILL PLAZA
363	SMELTZER,LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALU/CHURCHILL PLAZA
364	SMELTZER,PETER	SOLID SECURITY SERVICES	CAMBRIAN MALU/CHURCHILL PLAZA
365	CLOUTON,JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
365	TROINOW,VICTORIA	G4S SECURITY	G4S SECURITY
367	MCRIN,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	LAKI,ROBERT	ON FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEH,ANJA	ON FINNISH HOME ASS.	FINNISH REST HOME
374	TAAYELANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
376	FINN,ROBERT	G4S SECURITY	SAULT HOSPITAL/AIRPORT
377	BADGERO,PAUL	NORPRO SECURITY	ELGIN TOWER/SAUTL COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
378	SMITH,BENJAMIN	G4S SECURITY	SAULT HOSPITAL/AIRPORT
379	WANGONE,MATTHEW	G4S SECURITY	SAULT HOSPITAL/AIRPORT
380	MARIN,MARTY	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	BORGAN,RICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/BELLUVE 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

389	SANDIE KEVIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
390	DUNN,PAUL	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	PRESCOFF-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 49/STATION TOWER
402	DOWNEY,ALEXANDER	NORPRC SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
403	RUFFOLD,DOMINIC	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/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	MOAR,ALEXANDRA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER,HAROLD	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
411	MOORE,ROBERT	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
412	MEINCKE,BILLY	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	VELTRIA,OBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
417	CHIAROT,LUCIO	G4S SECURITY	AIRPORT
418	ROSENTE,JOSH	G4S SECURITY	AIRPORT
419	RAYNO,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	VANDERKLUFT,DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
424	PEOPATH,BRITTNEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
425	ELLIS,MARTY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
426	DIMMA,JUSTIN	G4S SECURITY	SAULT AREA HOSPITAL
427	CAO,ATY	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	RUSCO,DOMINIC	MAJOR CONTRACTING LTD.	TRAVELODGE
431	OCKSON,SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
432	KING,SEAN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
433	MULOP,ROBERT	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
434	SIMONUCCI,REVOR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
435	TRUMBLE,GEORGIE	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
436	COUTURIER,NATALIA	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
437	GIROUX,JOSEPH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
438	GRASLEY,JOSEPH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2010-10

PROPERTY SALE: (P.4.6.411) to authorize the conveyance of 15.3 acres at the southeast corner of Base Line and Leigh's Bay Road to Elementa Group Inc. or such other person or companies as directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons (or such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **BY-LAW 2009-211 REPEALED**

By-law 2009-211 is hereby repealed.

6. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

NOTICE

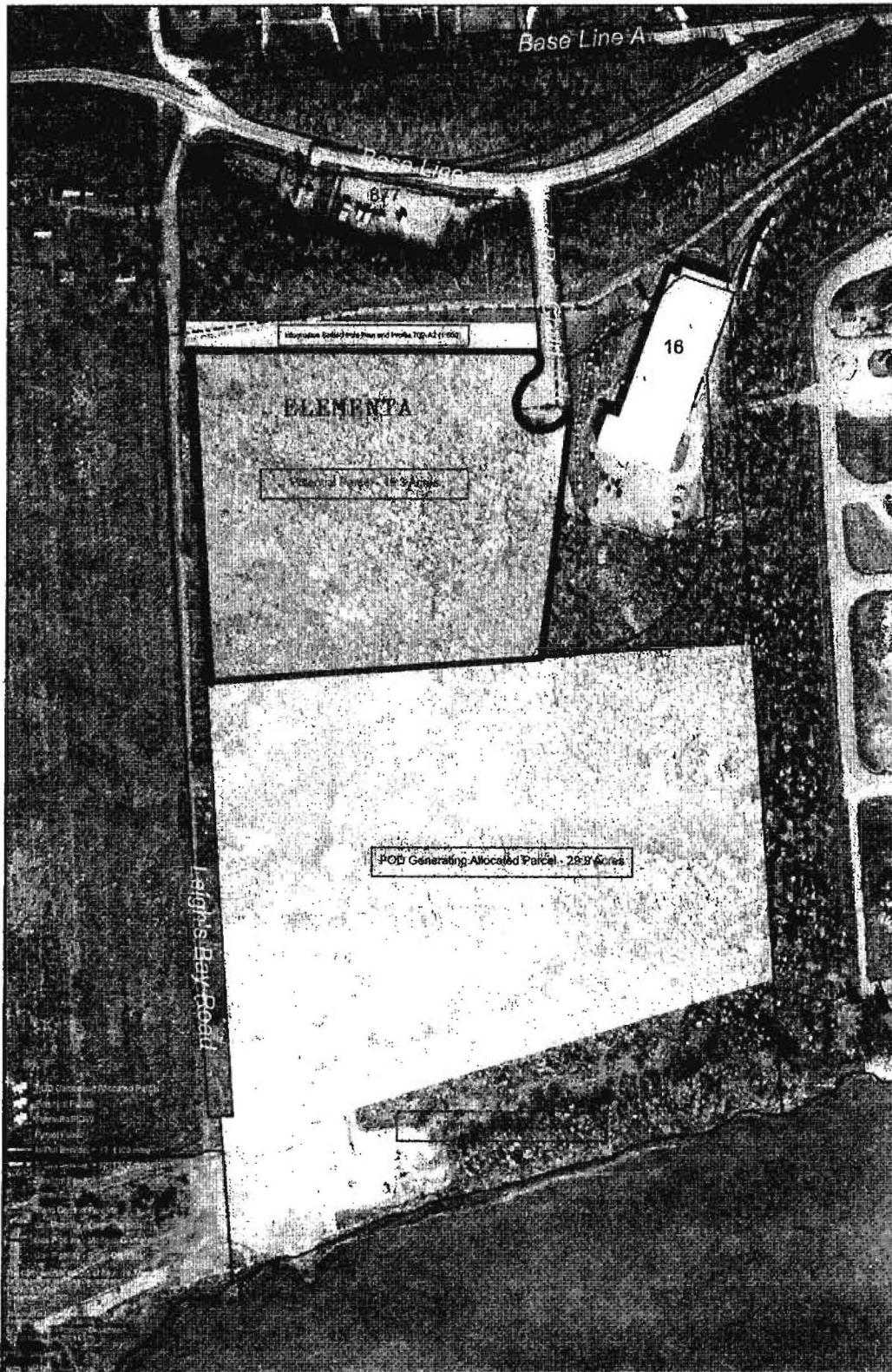
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CITY SOLICITOR

10(m)

SCHEDULE "A" TO BY-LAW 2010-10

VENDOR: The Corporation of the City of Sault Ste. Marie
PURCHASER: Elementa Group Inc.
ADDRESS: 903 Base Line
CONSIDERATION: \$231,807.00
(subject to the usual adjustments)



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-3

STREETS: (S.2.A) A by-law to re-adopt Official Street Names list.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of The Municipal Act., S.O. 2001, Chapter 25 ENACTS as follows:

1. **SCHEDULE "A" TO BY-LAW 2010-3**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2007-4 REPEALED**

By-law 2007-4 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

on/staff/by-laws/2010-2010-3/officialstreetnameslist/S.2.A

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

OFFICIAL SAULT STE. MARIE, ONT. STREET NAMES LIST
SCHEDULE "A" to BY-LAW 2010-03
LAST REVISED: December 09, 2009
DATE PRINTED: December 09, 2009

10(n)

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L5
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N8
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J6
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Back Road	P3
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggins Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Boenmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7
Boundary Road	P7

10(n)

B Cont.	
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Caribert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chippewa Street	J5
Chlebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Collins Avenue	O8
Connee Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

10(n)

D	
D'Youville Road	M8
Dablon Street	N8
Dacey Road	Q7
Dalgleish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTommaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dymont Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L6
Euclid Road	M7
Everett Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Faldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4
Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

10(n)

G	
Gagnon Road South	D7
Garden Avenue	O8
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Henrietta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5
Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
I	
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

10(h)

J	
James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killamey Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koptrash Court	N7
Korash Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lamming Avenue	K5
Landslide Road	P4
Langdon Crescent	M6
Lengdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Main Street	G8
Maki Road	I4
Malabar Drive	N6
Manilla Terrace	L7
Manitou Drive	P6
Manor Road	N8
Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L6
Martingais Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7
McNeice Street	P8
McPhail Avenue	N8

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M Cont.	
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Metzger Street	K8
Millcreek Drive	N5
Millenium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Nokornis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M8
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5
Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriole Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardée Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parklane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penna Road	L5
Pentagon Boulevard	N7
Peoples Road	L5
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9
Pine Street	N7

10(n)

P Cont.	
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prantice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7
R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverton Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscia Crescent	Q6
Rush Avenue	N6
Rushmere Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruk Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6
Silver Birch Drive	O7
Silverdale Avenue	L5
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sindair Street	L7
Sisson Street	N7
Sixth Avenue	K6

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S Cont.	
Sixth Line East	O2
Sixth Line West	G2
Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwood Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tucket Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6
Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Walls Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4
Warren Avenue	I6
Wawanosh Avenue	M6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7
Wellington Street West	L6

10(n)

W Cont.	
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Willoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-5

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of lower Lake Street from Queen Street and Shore Drive to facilitate various Bon Soo Events.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSURE OF THE ACCESS TO BELLEVUE PARK AT LOWER LAKE STREET FROM QUEEN STREET**

The Council hereby authorizes the closing to vehicular traffic of the access to Bellevue Park at lower Lake Street from Queen Street on the following dates and times to facilitate various Bon Soo Events:

Thursday, February 4, 2010 from 9:00 a.m. continuously to Monday, February 15, 2010 at 10:00 p.m.

Lake Street will remain open to traffic for residents of the street.

2. **TEMPORARY CLOSURE OF SHORE DRIVE**

The Council hereby authorizes the closing to vehicular traffic of Shore Drive on the following dates and times to facilitate various Bon Soo Events:

Thursday, February 4, 2010 from 9:00 a.m. continuously to Monday, February 15, 2010 at 10:00 p.m.

Public will have access to the first parking lot as well as access to the parking lots at the Ontario Forest Research Institute. The City is also allowing public parking at the Pine Street Marina.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK-DONNA P. IRVING

10(p)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-1

TRAFFIC: (T.2.1.) A consolidation of amendments to Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of the Municipal Act, 2001, S.O. 2001, chapter 25 and amendments thereto, ENACTS as follows:

1. **BY-LAW 77-200 SCHEDULES AMENDED**

Schedules A to Z inclusive to Traffic By-law 77-200 are amended by renumbering the items in each schedule to form consecutive numerical order, so that the said schedules are in the form of the schedules attached hereto as Schedules A to Z inclusive.

2. **SCHEDULES**

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, hereto form part of this By-law 2000-1 and By-law 77-200.

3. **EFFECTIVE DATE**

This by-law shall not become effective until approved by the Ministry of Transportation nor shall any particular provision thereof become effective until the sign or signs, if, any, applicable to such particular provision has or have been erected and is or are on display.

PASSED in Open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-20

TRAFFIC: (T.2.1.) A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Wilcox Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions Section 10 of the Municipal Act, 2001, S.O., 2001 c.25 and amendments thereto, ENACTS as follows:

1. **SCHEDULE "A" OF BY-LAW 77-200 AMENDED**

Item 677 of Schedule "A" to By-law 77-200 is repealed and replaced with the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
Wilcox Avenue	south	Railroad Ave.	Wilson St.	anytime between November 1 st and March 31 st "

2. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

PASSED in Open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

/staff/on/trafficby-laws/2010-20(T.2.1.)

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CITY SOLICITOR

10(r)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2010-8

ZONING: A by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at Civic No. 574 Airport Road (Mageran).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act R.S.O. 2000, Chapter P.13 and amendments thereto ENACTS as follows:

1. **574 AIRPORT ROAD; LOCATED ON THE EAST SIDE OF AIRPORT ROAD APPROX. 762m NORTH OF POINTE AUX PINS ROAD; CHANGE FROM R.A.S TO R.A.S.**

The zone designation on the lands described in section 2 of this bylaw, which lands are shown on map 2-13 of schedule A to zoning bylaw 2005-150 is changed from R.A.S (Rural Area with a special exception) to R.A.S. (Rural Area with a further special exception).

2. **SPECIAL EXCEPTION 2(243) AMENDED**

Section 2 (243) of bylaw 2005-151 is amended by deleting the reference to Block A and replacing it with the following:

"Block A- The property outlined on the subject property map attached and marked as Block A may be used in addition to the permitted uses within a Rural Area zone as:

- (a) a personal storage facility, and
- (b) a RV Resort with not more than 8 trailers

subject to the following special provisions applicable to both special exception uses:

- (i) the frontage required under by-law 2005-150 is reduced from 75m to 61m,
- (ii) the front yard setback required under bylaw 2005-150 is reduced from 30m to 21m,
- (iii) the interior side yard setback required under bylaw 2005-150 for the personal storage facility buildings is reduced from 15m to 7m,
- (iv) the interior side yard setback required under bylaw 2005-150 for the RV units is reduced from 15m to 12m,
- (v) the rear yard setback required under bylaw 2005-150 is reduced from 30m to 9m,
- (vi) the buffering required under bylaw 2005-150 along the north and east lot lines of Block A is waived and buffering requirement along the south lot line of Block A is waived provided the existing vegetative buffer is kept in place.

For the purposes of this bylaw a RV Resort is defined to mean the placement of not more than 8 Recreation Vehicles with year round access."

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CITY SOLICITOR

10(r)

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 169.

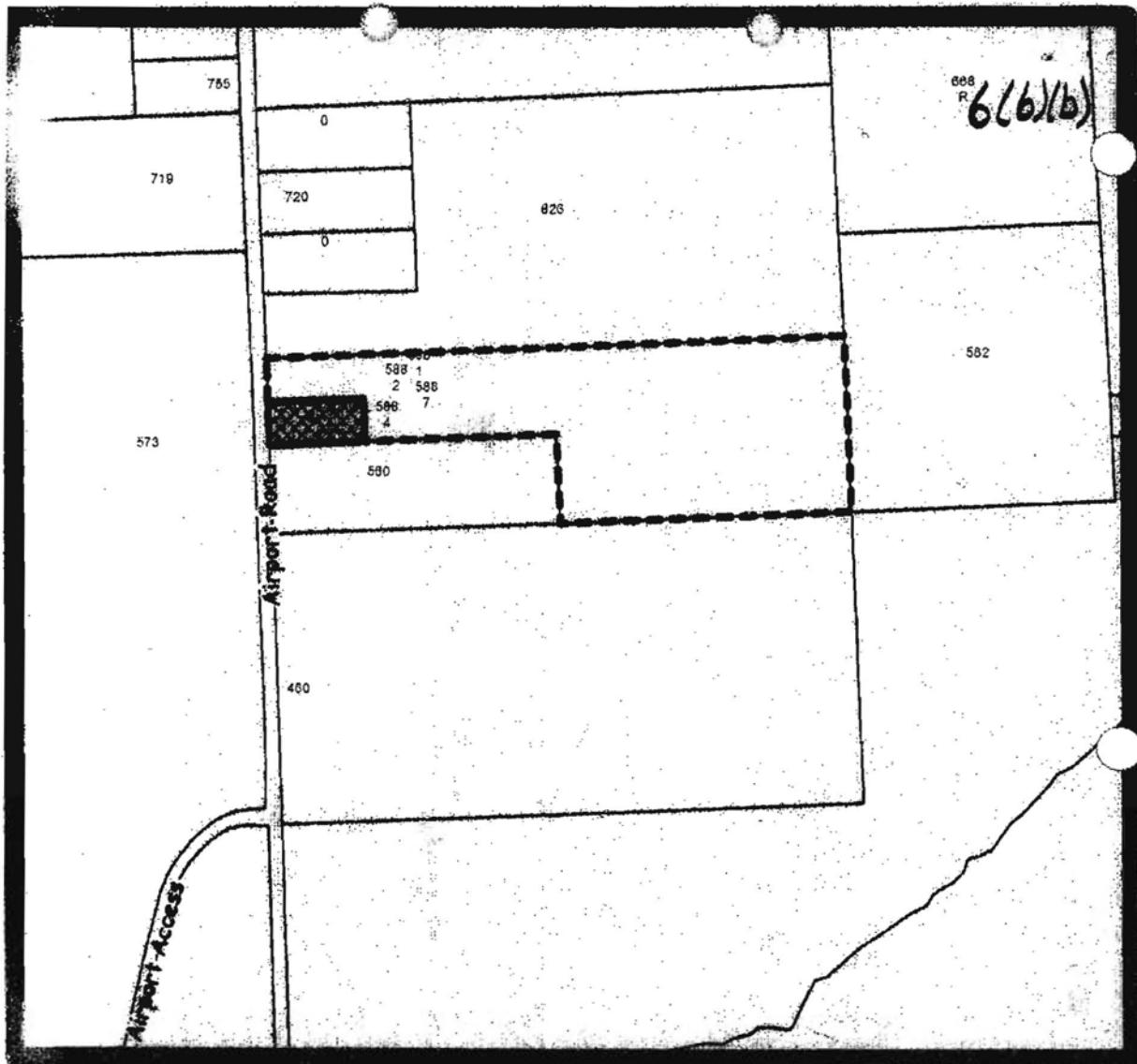
PASSED in Open Council this 11th day of January, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

10(r)

SCHEDULE "A" TO BY-LAW 2010-8 AND SCHEDULE 243 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, PASSED IN OPEN COUNCIL THIS 11TH DAY OF JANUARY, 2010.



SUBJECT PROPERTY MAP
Application A-27-09-Z-OP
574 Airport Road



- Subject Property - 574 Airport Road
- Subject Property - 574 Airport Road
- Common Ownership Land

Metric Scale
1 : 8000

Mail Label Maps
A27-09 519 & 2-13

10 (S)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-17

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" Pavement on South Market Street from Boundary Road to Chambers Avenue under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06

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

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. The Corporation shall construct the works described in Schedule "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$159.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "B" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the THIRD time and PASSED in open Council this day of , 2010.

MAYOR -JOHN ROWSWELL

CITY CLERK- DONNA P. IRVING

FIRST reading: January 11, 2010

SECOND reading: January 11, 2010

THIRD reading:

staff/bylaws/bylaws2010-17/on

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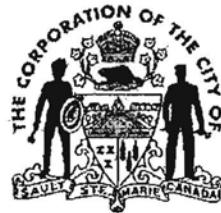
CITY SOLICITOR

10(s)

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

JAN 05 2010

LEGAL DEPARTMENT



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ont. P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2010-17, SECTION 3

ENGINEER'S REPORT

2010 01 11

Nature of Work	Construction of: On: From: To:	Construction of Class "A" pavement South Market Street Boundary Road Chambers Avenue
Estimated Cost of Work		\$1,400,000.00
Estimated Assessable Abutting Frontage		582.3m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$92,585.70 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,307,415.30
Special Rate per Metre Frontage		\$159.00 (Class "A" pavement)
Estimated Interest Rate Term	2.25% 10 years	
Estimated Annual Rate per Metre Frontage		\$17.93 (Class "A" pavement)
Estimated Lifetime of the Work		20 years

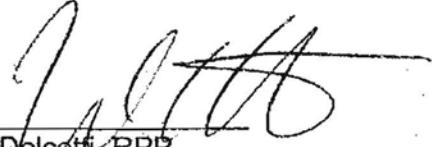
Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for Approval



Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2010-17

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2009-7-05	South Market Street	Boundary Road	Chambers Avenue	485.0m	10.0m	n/a	582.3m	\$92,585.70

CR/al
2010 01 11

(5)01