

AGENDA

REGULAR MEETING OF CITY COUNCIL

2010 02 08

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti

Resolved that the Minutes of the Regular Council Meeting of 2010 01 25 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

Resolved that the Agenda for the 2010 02 08 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Kerry Van Daele, Committee Member, Womyn 4 Social Justice will be in attendance concerning Proclamation – 19th Annual March for Murdered and Missing Women.
- (b) Local Canadian Forces members recently returned from Afghanistan will be in attendance to receive recognition plaques from the City.
- (c) Bill Durnford, Chair EDC Gateway Committee and Donna Hilsinger, Chair Tourism SSM 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

5. Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti
Resolved that all the items listed under date 2010 02 08 Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO, and FCM is attached for the information of Council.

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

Resolved that Sault Ste. Marie City Council supports and endorses the Federation of Northern Ontario Municipalities resolution dated January 22, 2010 which was forwarded to the Premier of Ontario as follows:

Whereas the Federation of Northern Ontario Municipalities (FONOM) recognizes the challenges of the Northern Ontario economy, particularly regarding the recent and ongoing loss of natural resource-based industries such as:

1. Closure of Xstrata Copper Canada's Kidd Creek metallurgical site in Timmins;
2. Sale of Grant Waferboard in Englehart to an American company;
3. The cost of energy and its effect on the competitiveness of the mining, forestry, pulp and paper industry;
4. Delays in the lower Mattagami Hydro-Electric Redevelopment Project.

Therefore Be It Resolved that the Federation of Northern Ontario Municipalities (FONOM) supports the group of Northeastern Ontario mayors in their efforts to communicate to the Government of Ontario the gravity of this situation; and

Be It Further Resolved that FONOM petitions the Government of Ontario to make securing the long-term sustainability and dependability of the Northeastern Ontario economy a key priority; and

Be It Further Resolved that a copy of this resolution be forwarded to the Premier, the Minister responsible for Industry Canada/FedNor, the Minister of Natural Resources, the Minister of Northern Development and Mines and Leaders of the Opposition Parties.

- (b) Correspondence from the Township of South Stormont (concerning a review of Conservation Authority mandate); Township of Southwold (concerning regulating the exotic animal industry); Municipality of West Grey (concerning requesting the Province to place an indefinite moratorium on industrial wind turbines) is attached for the information of Council.
- (c) A letter from the Minister of Labour in response to a Council resolution concerning a proposed Workplace Fatalities Family Bill of Rights is attached for the information of Council.
- (d) A Toronto Star article by Peter Gorrie is attached at the request of Councillor Steve Butland for the information of Council.

5. (e) **Staff Travel Requests**

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

Mover - Councillor T. Sheehan

Seconder - Councillor C. Celetti

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 02 08 be approved as requested.

(f) **Short Line Railway from Sault Ste. Marie to Sudbury**

Correspondence from the Chief Administrative Officer is attached for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Whereas a Working Group of Stakeholders concerned about securing the future of the rail line between Sault Ste. Marie and Sudbury, chaired by Sault Ste. Marie CAO Joe Fratesi, has recently announced that an "Agreement in Principle" has been entered into with Huron Central Railway; and

Whereas the parties to the Agreement, who make up the Working Group, include Essar Steel Algoma Inc., Domtar and the City of Sault Ste. Marie on behalf of a larger group of interested parties; and

Whereas the next steps in the efforts to secure a long term and viable solution for continued rail operations (which are of utmost importance to all of Northern Ontario), include significant capital contribution from both the Federal and Provincial levels of Government for the repair and improvement of the rail line, as well as a restructuring of the lease arrangement with CP Rail, the owner of said line; and

Whereas Huron Central Rail, with the assistance and facilitation of the Working Group, has made two applications for funding from the senior levels of government towards the \$33 million capital requirements for this important piece of short line rail,

Now Therefore Be It Resolved that the Council of the Corporation of the City of Sault Ste. Marie strongly urges the Federal and Provincial Governments to give immediate attention to this urgent matter and confirm the availability of government support for the capital improvements that are required, and

Further Be It Resolved that the municipal councils representing all of the communities affected by the future of this important rail line, be urged to support this request and forward copies of such resolutions to Ministers Baird and Duguid.

(g) **Historic Sites Board – Request for Proposals for Architectural and Engineering Services for the Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site**

5. (g) A report of the Manager of Purchasing and the Commissioner Community Services is attached for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that the reports of the Manager of Purchasing and the Commissioner Community Services dated 2010 02 08 be accepted and further that the proposal for the Architectural and Engineering Services for the construction of a Heritage Discovery Centre on the Ermatinger•Clergue National Historic Site required by the Community Services Department be awarded as recommended.

- (h) **Renewal of Lease – Brody's Sports Bay and Grill**

A report of the Manager Community Centres is attached for the consideration of Council. The relevant By-law 2010-22 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (i) **Roberta Bondar Marina Fuel Dispensers**

A report of the Manager Recreation and Culture is attached for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor D. Celetti

Resolved that the report of the Manager Recreation and Culture dated 2010 02 08 concerning Roberta Bondar Marina Fuel Dispensers be accepted and the recommendation that Council authorize replacement of the fuel dispensers at Roberta Bondar Marina with refurbished dispensers at an upset limit cost of \$15,000. + GST with funds to come from the Marina Reserve account plus the 2010 Roberta Bondar Marina Operating budget as necessary and further that staff be authorized to proceed immediately to tender this purchase, be approved.

- (j) **Aqueduct Repairs – Alexandra and Young Street Crossings – Agreement for Engineering Services**

A report of the Director of Engineering Services is attached for the consideration of Council. The relevant By-law 2010-28 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (k) **Contract 2009-1E - McNabb/South Market Street Extension – Slip Around Lane at McNabb Street and Manitou Drive**

A report of the Design and Construction Engineer is attached for the information of Council. This is in response to a Council resolution dated 2009 12 07.

Mover - Councillor T. Sheehan

Seconder - Councillor D. Celetti

5. (k) Resolved that the report of the Design and Construction Engineer dated 2010 02 08 concerning McNabb/South Market Street Extension – Slip Around Lane at McNabb Street and Manitou Drive be received as information.

(l) **Safety Concerns on Goulais Avenue between Third and Fourth Line**

A report of the Commissioner Engineering and Planning is attached for the information of Council. This is in response to a Council resolution dated 2008 03 31.

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that the report of the Commissioner Engineering and Planning dated 2010 02 08 concerning Safety Concerns on Goulais Avenue between Third and Fourth Line be received as information.

(m) **Gateway Site Clean-up**

A report of the Commissioner Engineering and Planning is attached for the consideration of Council. This is in response to a Council resolution dated 2009 09 14.

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that the report of the Commissioner Engineering and Planning dated 2010 02 08 concerning Gateway Site Clean-up be accepted and the recommendation that staff proceed with improvements to secure the site and improve its aesthetic appearance in the interim prior to any development occurring on the site, at the estimated cost of \$15,000.00 with funds to come from the Gateway Allocation Fund, be approved.

(n) **Loftstrom Appeal to the Ontario Municipal Board – Official Plan Amendment and Zoning By-law Amendment – Hearing Date**

A report of the Assistant City Solicitor is attached for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor D. Celetti

Resolved that the report of the Assistant City Solicitor dated 2010 02 08 concerning Loftstrom Appeal to the Ontario Municipal Board - Official Plan Amendment and Zoning By-law Amendment - 626 Fifth Line East be received as information.

(o) **Sponsorship Agreement – City, Royal Bank and Pino's – Financial Commitment for the Video Scoreboard at Essar Centre**

A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2010-31 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (p) **Set Fines under Scavenging By-law 2008-149**
A report of the City Solicitor is attached for the consideration of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the City Solicitor dated 2010 02 08 concerning Set Fines under Scavenging By-law 2008-149 be accepted and the recommendation that Council authorizes the Legal department to request approval from the Attorney General to establish set fines for offences under By-law 2008-149, be approved.
- (q) **Garforth and Legacy Quest Claim v. the City, Various Council Members and Others**
A report of the City Solicitor is attached for the information of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor D. Celetti
Resolved that the report of the City Solicitor dated 2010 02 08 concerning Garforth and Legacy Quest Claim v the City, Various Council Members and Others be received as information.
- (r) **Housekeeping Changes to By-law 84-170 Which Deals with Moving Structures on City Streets**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-24 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (s) **Lane Closing Application – Steelton Park Subdivision**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-34 and 2010-35 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (t) **Proposed Property Purchase from Philip & Michele Defazio – Rear Portion of 115 Fourth Line East**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2010-27 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (u) **Parking on Ken Danby Way**
A report of the Assistant Manager Transit/Parking is attached for the consideration of Council.

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

5. (u) Resolved that the report of the Assistant Manager Transit/Parking dated 2010 02 08 concerning Parking on Ken Danby Way be accepted and the recommendation that a two hour parking limit be placed on Ken Danby way be approved.
- (v) **PUC Inc. – 2009 Fourth Quarter Report**
A report of the President and C.E.O., PUC Inc is attached for the information of Council.
- Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the President and C.E.O., PUC Inc. dated 2010 01 29 concerning PUC Inc. 2009 Fourth Quarter Shareholder Report be received as information.
- (w) **Ontario Heritage Act Registration - Bishophurst**
A report of the Chair Sault Ste. Marie Municipal Heritage Committee is attached for the consideration of Council.
- Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata
Resolved that the report of the Chair Sault Ste. Marie Municipal Heritage Committee dated 2010 02 08 concerning Ontario Heritage Act Registration - Bishophurst be accepted and the recommendation that City Council register the property known as 'Bishophurst' at 134 Simpson Street under Part IV Section 27 (1.2) of the Ontario Heritage Act, be approved.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**
6. (8) **BOARDS AND COMMITTEES**
- (a) **EDC/TSSM Gateway Committee Update**
A report of the Chair – EDC Gateway Committee is attached for the consideration of Council.
- Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

6. (8)(a) Whereas Sault Ste. Marie was designated an international tourism gateway in 1995 and this designation was reconfirmed in a recent letter (January 14, 2010) from Minister Michael Gravelle to Mayor John Rowswell; and
Whereas the NOHFC program offering \$15 Million for the Gateway site tourist attraction has ended and they are offering \$5 Million to an implementable tourism project; and
Whereas NOHFC would be prepared to receive an application regarding a major destination attraction project; and
Whereas City Council previously asked the EDC Tourism Gateway Committee to look at the right type of destination attraction to be suitable along with a relocated train station and other tourism amenities; and
Whereas the EDC Tourism Gateway Committee wishes to continue to guide the development of the Gateway lands and major destination attraction project with the addition of two City Councillors (Susan Myers and Lorena Tridico and Mayor ex-officio);
Now therefore be it resolved that the report of the Chair EDC Gateway Committee dated 2010 02 02 concerning Update on Activities of the EDC/SSM Gateway Committee be received as information; and
Further resolved that City Council authorizes providing the mandate to the EDC Gateway Committee to pursue 'an implementable' tourism project in Sault Ste. Marie that would be eligible for \$5 Million in NOHFC funding, be approved; and further that City Council looks forward to receiving conceptual plans in four to eight months as part of the Committee's two year mandate.

Economic Development Corporation – Tourism Sault Ste. Marie Gateway Committee

A report of the Commissioner of Finance and Treasurer is attached for the information of council.

Mover - Councillor T. Sheehan
Seconder - Councillor F. Fata

Whereas, the City has invested approximately \$2 million in land acquisition costs for the Gateway site,

And Whereas, the EDC Gateway Committee is proposing a plan to develop the Gateway site,

Therefore Be It Resolved, the City Council require the recovery of approximately \$2 million of City land acquisition costs as part of any future Gateway plan proposal, and

Further Be It Resolved that for any proposal regarding a publicly owned and operated tourist attraction, the City be provided advance notice of its exposure for both the land cost recovery and any operational deficits be approved.

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

7. (a) Mover - Councillor T. Sheehan
Seconder - Councillor S. Butland
Whereas Greyhound Canada in 2009 had announced that they would discontinue bus service to and from Sault Ste. Marie to/from Northwestern Ontario / Western Canada; and
Whereas bus service is important to Sault Ste. Marie as it provides affordable accessible transportation for those people who use it to travel for educational, health, business, family, tourism and other important reasons/matters; and
Whereas Sault Ste. Marie City Council has strongly lobbied for continued bus service west and north of this great City;
Whereas Greyhound has decided to continue and has announced changes to its scheduled routes in and out of Sault Ste. Marie;
Now therefore be it resolved that City Council continues to strongly encourage Greyhound Canada to continue this very important transportation service, and further that a copy of this resolution be forwarded to Greyhound Canada.

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.

(a) **AGREEMENTS**

2010-22 A by-law to authorize an agreement between the City and 1309972 Ontario Limited for the operation of Brody's Sports Bar and Grill at the John Rhodes Community Centre.

A report from the Manager of Community Centres is on the agenda.

(b) 2010-28 A by-law to authorize an agreement between the City and STEM Engineering Group Incorporated to provide services in connection with the aqueduct repairs of the Fort Creek Aqueduct at Alexandra Street and the secondary Aqueduct on Central Street at the Young Street Crossing.

A report from the Director of Engineering Services is on the agenda.

10. (c) 2010-31 A by-law to authorize an agreement between the City, Royal Bank of Canada and 1138826 Ontario Limited operating as Pino's Get Fresh Foods to establish a financial support for the video scoreboard at the Essar Centre.

A report from the Assistant City Solicitor is on the agenda.

APPOINTMENTS

- (d) 2010-32 A by-law to appoint Malcolm White as City Clerk.
(e) 2010-33 A by-law to appoint Rachel Tyczinski as Deputy Clerk and Manager of Quality Improvement.

LANE ASSUMPTION

- (f) 2010-34 A by-law to assume for public use and establish as a public lane, a lane in the Steelton Park Subdivision.
- A report from the City Solicitor is on the agenda.

PROPERTY ACQUISITION

- (g) 2010-27 A by-law to authorize the City's acquisition from Michele Lisa Defazio and Philip Gerard Defazio of the rear portion of 115 Fourth Line East, an approximately 86.5' x 800' parcel of land.
- A report from the City Solicitor is on the agenda.

REGULATIONS

- (h) 2010-24 A by-law to amend By-law 84-170 (a by-law to regulate the moving of structures on the streets of the City of Sault Ste. Marie by a system of permits).
- A report from the City Solicitor is on the agenda.

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

LANE CLOSING

- (i) 2010-35 A by-law to stop up, close and authorize the conveyance of a lane in the Steelton Park Subdivision.
10. (j) A report from the City Solicitor is on the agenda.
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 T. Sheehan

Seconder - Councillor F. Fata

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 01 25

4:30 P.M.

COUNCIL CHAMBERS

PRESENT: Mayor J. Rowswell (left meeting at 6:30 p.m.), Acting Mayor B. Hayes, Councillors J. Caicco, L. Turco, D. Celetti, O. Grandinetti, L. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

ABSENT: Councillor S. Myers (hospitalized)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, N. Apostle, J. Elliott, L. Girardi, B. Freiburger, J. Dolcetti, M. Zuppa, D. McConnell, I. McMillan, S. Hollingshead

1. ADOPTION OF MINUTES

Moved by - Councillor S. Butland
Seconded by - Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2010 01 11 be approved. CARRIED.

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

3. APPROVE AGENDA AS PRESENTED

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti

Resolved that the Agenda for the 2010 01 25 City Council Meeting as presented be approved. CARRIED.

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

Resolved that the Addendum for the 2010 01 25 City Council meeting as presented be approved. CARRIED.

4. DELEGATIONS/PROCLAMATIONS

- (a) Robin McDonald, President Bon Soo Winter Carnival was in attendance concerning Proclamation – Ontario Winter Carnival Bon Soo Time.

4. (b) Peter Gorrie, an environmental journalist was in attendance at the Green Committee's request to address Council concerning alternative vehicles.
- (c) James Rennison was in attendance concerning agenda item 6.(6)(a).
- (d) Lisa Vezeau-Allen Executive Director, Sault Youth Association was in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Moved by - Councillor S. Butland
Seconded by - Councillor O. Grandinetti

Resolved that all the items listed under date 2010 01 25 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO, OGRA and FONOM was received by Council.
- (b) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1, 2009 to December 31, 2009 is \$338,643 was received by Council.
- (c) A letter from the Minister of Northern Development Mines and Forestry concerning Sault Ste. Marie, an International American Tourism Gateway to Northern Ontario was received by Council.
- (d) Correspondence from Councillor S. Butland concerning hybrid vehicles was received by Council.

(e) Staff Travel Requests

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

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2010 01 25 be approved as requested. CARRIED.

(f) Council Travel Request

Moved by - Councillor S. Butland
Seconded by - Councillor O. Grandinetti

5. (f) Resolved that Councillor Lou Turco be authorized to travel to an AMO Board of Directors meeting being held in Toronto, Ontario (2 days in January) at a cost of \$300.00 to the City. CARRIED.
- (g) **Property Tax Appeals**
The report of the City Tax Collector was accepted by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor F. Manzo
Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments to the tax account as outlined in the City Tax Collector's report of 2010 01 25 be approved and the tax roll be amended accordingly. CARRIED.
- (h) **Cultural Policy for the Corporation of the City of Sault Ste. Marie - Revisions**
The report of the Manager Recreation and Culture was accepted by Council.

Moved by - Councillor S. Butland
Seconded by - Councillor F. Manzo
Resolved that the report of the Manager Recreation and Culture on behalf of the Cultural Advisory Board dated 2010 01 25 concerning Cultural Policy for the Corporation of the City of Sault Ste. Marie – Revisions be accepted and the recommended revisions to the Cultural Policy as endorsed by the Cultural Advisory Board, be approved. CARRIED.
- (i) **Property Standards Process and Jurisdiction**
The report of the Commissioner Engineering and Planning was received by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti
Resolved that the report of the Commissioner Engineering and Planning dated 2010 01 25 concerning Property Standards Process and Jurisdiction be received as information. CARRIED.
- (j) **Request for Proposals for City Insurance Coverage Commencing June 1, 2010**
The report of the City Solicitor was accepted by Council.

Moved by - Councillor S. Butland
Seconded by - Councillor F. Manzo

5. (j) Resolved that the report of the City Solicitor dated 2010 01 25 concerning Request for Proposals for City Insurance Coverage Commencing June 1, 2010 be accepted and the recommendation that the Legal Department be authorized to issue a request for proposals for the City's vehicle, liability and other insurance along with a risk management programme for the period starting June 1, 2010 be approved. CARRIED.
- (k) **Annual Report – Downtown Development Initiative**
The report of the Planning Division was received by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2010 01 25 concerning Annual Report – Downtown Development Initiative be received as information and further that Council expresses its sincere appreciation to FedNor for its continuing support of this important project. CARRIED.

Councillor L. Tridico declared a pecuniary interest – family member is an applicant for Downtown Development Initiative funding.
- (l) **Application A-3-10-Z City of Sault Ste. Marie - Minor Amendments to Zoning By-law 2005-150 and Special Exceptions By-law 2005-151 – Notice of Public Hearing – March 8, 2010.**
The report of the Planning Division was accepted by Council.

Moved by - Councillor S. Butland
Seconded by - Councillor O. Grandinetti
Resolved that the report of the Planning Division dated 2010 01 25 concerning Application No. A-3-10-Z – City of Sault Ste. Marie Planning Division – Minor amendments to Zoning By-law 2005-150 and Special Exceptions By-law 2005-151 be accepted and the Planning Director's recommendation that City Council accept this report as information and authorize staff to give public notice for Council's consideration of these matters on the March 8, 2010, agenda be endorsed. CARRIED.
- (m) **Process a Constituent Should Follow in the Event of a Sewer Backup**
The report of the Deputy Commissioner Public Works and Transportation was received by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor F. Manzo
Resolved that the report of the Deputy Commissioner Public Works and Transportation dated 2010 01 25 concerning Process a Constituent Should Follow in the Event of a Sewer Backup be received as information. CARRIED.

5. (n) **Sault Ste. Marie City Council and Local Boards Code of Conduct**
The report of the Chair, Code of Conduct Committee was received by Council.

Moved by - Councillor S. Butland
Seconded by - Councillor O. Grandinetti
Resolved that the report of the Chair, Code of Conduct Committee dated 2010 01 25 concerning Sault Ste. Marie City Council and Local Boards Code of Conduct be received as information. CARRIED.
- (o) **2012 CARHA Hockey World Cup - Update**
The report of the Executive Director Tourism Sault Ste. Marie was accepted by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti
Resolved that the report of the Executive Director Tourism Sault Ste. Marie dated 2010 01 25 concerning 2012 CARHA Hockey World Cup Update be accepted and the recommendation that Council authorize the agreement with CARHA for the 2012 CARHA Hockey World Cup; and
Further resolved that Council authorize the immediate payment of \$100,000 to CARHA (Council resolution dated 2009 01 26) with funds to come from the Economic Development Fund, be approved. CARRIED.

The relevant By-law 2010-23 is listed under item 10 of the minutes.
- (p) The News Release from the Chief of Police concerning Project Action for Building a Community that is Drug Free (ABCD) was received by Council.
- (q) **Hearing Date – Appeal of Boxing Day Question 2010 Municipal Election**
The report of the City Clerk was received by Council.

Moved by - Councillor J. Caicco
Seconded by - Councillor O. Grandinetti
Resolved that the report of the City Clerk dated 2010 01 25 concerning Hearing Date – Appeal of Boxing Day Question – 2010 Municipal Election be received as information. CARRIED.
- (r) **Comments on the Proposed Growth Plan for Northern Ontario**
The report of the Planning Division was accepted by Council.

Moved by - Councillor S. Butland
Seconded by - Councillor F. Manzo
Resolved that the report of the Planning Division dated 2010 01 25 concerning Comments on the Proposed Growth Plan for Northern Ontario be accepted and the Planning Director's recommendation that City Council endorse the Joint Submission by the Large Urban Municipalities, the Sault Ste. Marie Economic

5. (r) Development Corporation's response, and the draft responses from the other four large urban municipalities in Northern Ontario be endorsed. CARRIED.

6. (6) **PLANNING**

(a) **Application No. A-2-10-Z.OP – James Rennison – 506 Town Line Road – Requesting a Rezoning and Official Plan Amendment to Permit Extension of Well Drillers Contractor's Yard and the Sale/Rental of Freight Containers**

The report of the Planning Division was accepted by Council.

Moved by - Councillor J. Caicco

Seconded by - Councillor O. Grandinetti

Resolved that the report of the Planning Division dated 2010 01 25 concerning Application No. A-2-10-Z.OP – James Rennison – 506 Town Line Road be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "RA" (Rural Area) zone, to "RA.S" (Rural Area) zone with an amended Special Exception 257, subject to the 3 conditions contained in the report, to be applied to the subject property, or more specifically the rear 150m of 506 Town Line Road be endorsed. CARRIED.

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

(a) **Sault Youth Association – Youth Strategy Policy**

The report of the Executive Director, Sault Youth Association was accepted by Council.

Moved by Councillor T. Sheehan

Seconded by Councillor J. Caicco

Whereas the Sault Youth Association was named the City's advocate for Youth by Council resolution dated May 25, 2009; and

Whereas the Sault Youth Association has been developing and investing in youth concerns and needs since 2004; and;

Whereas the Sault Youth Association's goals include ensuring that young people gain responsibility and self-esteem, increase their employability and thrive to become mature independent adults contributing positively to society;

Now Therefore be it resolved that City Council adopts the Youth Strategy Policy Statement as presented and endorses the Sault Youth Association as the recognized lead organization on youth issues; and

Whereas City Council supported the Sault Youth Association in 2009 with funds from the Community Initiatives Fund; and

Whereas without this financial support, the work of the Sault Youth Association will not have continuity and momentum will be lost;

6. (8)(a) Now Therefore be it resolved that Council authorizes \$20,000 (to be added to the \$7,500 2010 allocation) for the Sault Youth Association with funds to come from the 2010 Community Development Fund, be approved. CARRIED.

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

7. (a) Moved by Councillor D. Celetti
Seconded by Councillor O. Grandinetti
Whereas the lack of shopping and business in the downtown core of the City, very few businesses operating, good quality stores no longer in operation, mainly due to paid parking plus the intrusion of the City Parking Authority on shoppers and clients who have to pay to park and are ticketed at the exact time meters expire; and
Whereas this discourages patrons and shoppers from shopping downtown and forcing them to malls where they do not have to nurse a parking meter nor have to worry about getting a parking ticket at any time;
Now Therefore be it resolved that City staff study and report back to Council on the possibility of removing all parking meters in the downtown and disband the Parking Authority, which will encourage businesses to open and shoppers to return to the downtown and open for business. OFFICIALLY READ NOT DEALT WITH – withdrawn by mover/seconder.
- (b) Moved by Councillor O. Grandinetti
Seconded by Councillor S. Butland
Whereas on January 12, 2010 an earthquake struck the impoverished country of Haiti resulting in perhaps the worst natural disaster in history; and
Whereas the Canadian Government has pledged to match all personal donations to a relief fund up to \$50,000,000; and
Whereas Sault Ste. Marie has previously responded positively to such disasters, with donations by its citizens and its municipal level of government; and
Whereas City Council authorized a donation of \$7,500 in 2005 for the Asian Tsunami and a further donation of \$7,500 in the same year for the victims of Hurricane Katrina in the southern United States; and
Whereas City Council has provided financial assistance in other instances including the Italian earthquakes, and flooding in Southern Ontario; and
Whereas it has been made clear that donations of cash are the preferred way of providing assistance at this time,
Now Therefore Be It Resolved that Council endorse a \$7,500 contribution (from the 2010 Unforeseen Account) to the local branch of the Canadian Red Cross (who have already established a fund for this purpose) and encourages citizens of our community to assist as much as possible and to keep the people of Haiti in our thoughts and prayers. CARRIED.

7. (c) Moved by Councillor O. Grandinetti
Seconded by Councillor F. Manzo
Whereas there have been a number of complaints of people parking on the side of Base Line near the West Davignon extension (creek) to access the waterway;
Now therefore be it resolved that City staff be requested to report back to Council on the feasibility to install temporary no parking signs (from December to April) on Base Line from the Superior Slag entrance to the Flakeboard Company entrance for people to park while fishing. CARRIED.

A letter from the Health & Safety Coordinator, Flakeboard Company Limited, outlining the safety concerns was received by Council.

- (d) Moved by Councillor T. Sheehan
Seconded by Councillor S. Butland
Whereas Louise Paquette has recently announced her departure as the Director General of FedNor; and
Whereas Sault Ste. Marie has been the home to the Headquarters and Director General in the past; and
Whereas City Council has been in support of increasing the number of public sector jobs;
Now Therefore be it resolved that the Federal government be requested to post Sault Ste. Marie as an option for the Director General job to be located. 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 J. Caicco
Seconded by Councillor F. Manzo
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2010 01 25 be approved. CARRIED.

- (a) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2010-21 being a by-law to amend Sault Ste. Marie Zoning By-Laws 2005-150 and 2005-151 regarding lands located at 1659 Second Line West (Quintinho) be PASSED in open Council with 25th day of January, 2010. CARRIED.

Councillor L. Tridico declared a pecuniary interest – family owns property in subject area.

10. (b) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2010-23 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Economic Development Corporation and The Canadian Adult Recreational Hockey Association (CARHA) for the purpose of hosting the 2012 CARHA Hockey World Cup from March 4-11, 2012 in Sault Ste. Marie be PASSED in open Council with 25th day of January, 2010. CARRIED.
- (c) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2010-25 being a by-law to adopt Amendment No. 169 to the Official Plan (Mageran) be PASSED in open Council this 25th day of January, 2010. CARRIED.
- (d) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that By-law 2010-26 being a by-law to authorize an agreement between the City and the Archaeological Services Inc. for services in connection with the Sault Ste. Marie Archaeological Site Potential Assessment project be PASSED in open Council this 25th day of January, 2010. CARRIED.

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

- (a) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Council shall now go into Caucus to:
1. discuss one matter concerning potential litigation for outstanding taxes; and
2. proposed acquisition of property on Black Road; and
3. proposed disposition of property on Bay Street; and
4. proposed acquisition of property on Fourth Line East; and
Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED.

Councillors L. Tridico and J. Caicco declared a pecuniary interest concerning one matter at the 2010 01 25 Council Caucus meeting.

13.

ADJOURNMENT

Moved by - Councillor J. Caicco

Seconded by - Councillor F. Manzo

Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

From: communicate@amo.on.ca
Sent: February 02, 2010 2:59 PM
To: Donna Irving
Subject: Breaking News: AMO Makes its 2010 Pre-budget Submission

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 2, 2010

"Propelling Economic Prosperity" - AMO Makes its 2010 Pre-budget Submission

Today the Association of Municipalities of Ontario made its pre-budget submission to the Standing Committee on Finance and Economic Affairs. Entitled, "Propelling Economic Prosperity", the submission outlines among other matters, the following:

- 1) A re-affirmation of current cost-shared arrangements that provide predictable municipal funding. This includes a reconciliation of Ontario Municipal Partnership Fund (OMPF) allocations for 2008; followed by 2009. Reconciliation adjusts for actual costs incurred, not estimates. A positive announcement regarding reconciliation is needed soon. In addition, no municipality should receive any less OMPF funding in 2010, nor in any future year;
- 2) Continued investment in municipal infrastructure given the \$6 billion annual need to fix the state of infrastructure, including a targeted small water systems program;
- 3) Improved economic development opportunities with enhanced financing tools. For example, Development Charges Act changes which reflect the principle that growth should pay for growth, an industry based brownfields remediation fund; and
- 4) Rebalancing municipal liability exposure by instituting a better approach to liability since municipal governments do not have 'deep pockets'. (AMO will be releasing a final version of its joint and several liability reform paper in the coming weeks).

The submission reflects on the massive infrastructure investments made by all three orders of government this past year through the Economic Stimulus programs. In taking these steps to halt the economic decline, municipalities incurred new levels of debt to do their part in matching federal and provincial contributions. Municipalities did so knowing that various existing cost-share arrangements would continue to be met by the province. AMO cautions the government that any change to these agreements would plunge many municipalities into deep and frigid financial waters.

A full copy of AMO's pre-budget submission is available here
<http://www.amo.on.ca/AM/TemplateRedirect.cfm?Template=/CM/ContentDisplay.cfm&ContentID=156721> for information.

AMO Contact: Matthew Wilson, Senior Policy Advisor mwilson@amo.on.ca 416-971-9856 extension 323.

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Parliamentary Assistants Help Build A Stronger Ontario

January 25, 2010 1:10 PM

New Parliamentary Assistants To Help Drive Forward On Priorities

Several Ontario MPPs are getting new portfolios in order to drive the government's economic, education and green energy agenda.

Parliamentary assistants work with ministers to carry out the government's agenda.

They are often assigned special projects and develop policy proposals for the government. In the Legislature, they often represent their ministers during debate on government bills.

The Premier made the following changes to parliamentary assistant portfolios:

- Lorenzo Berardinetti becomes Parliamentary Assistant to the Minister of Labour
- Donna Cansfield becomes Parliamentary Assistant to the Minister of Municipal Affairs and Housing (Housing)
- Bob Delaney becomes Parliamentary Assistant to the Minister of Revenue
- Vic Dhillon becomes Parliamentary Assistant to the Minister Responsible for Seniors
- Dave Levac becomes Parliamentary Assistant to the Minister of Energy and Infrastructure (Energy)

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- Amrit Mangat becomes Parliamentary Assistant to the Minister of Intergovernmental Affairs
- Ted McMeekin becomes Parliamentary Assistant to the Minister of Training Colleges and Universities
- Liz Sandals becomes Parliamentary Assistant to the Minister of Transportation
- Mario Sergio becomes Parliamentary Assistant to Ministry of Community Safety and Correctional Services (Corrections)

QUICK FACTS

- There are a total of 33 parliamentary assistants in the government.

LEARN MORE

- See the full list of parliamentary assistants.
- Keep up-to-date on the business of the Ontario Legislature.

Office of the Premier
ontario.ca/premier

"Together, our team is focussed on building a strong economy with good jobs for our families today -- and good jobs for our children tomorrow."

– Premier Dalton McGuinty

Site Help

Notices



AMO Policy Update – January 28, 2010

Source Protection

Government Releases Draft Regulations on Source Protection Plan Contents and Process

Source water protection plan regulations have been posted on the Environmental Bill of Rights Registry for comment. The Ministry of the Environment's draft regulations specify the format and content of the source protection plans, developed by local source protection committees, that will be submitted to the Ministry for approval.

The plans implement the *Clean Water Act*, to protect existing and future sources of drinking water and the regulations specify the way plans address watershed threats, creation of risk management plans, prescribed instruments, prohibited activities and consultation on the contents of the plans, amongst other requirements.

Final source protection plans are likely to rely heavily on municipal action to protect municipal drinking water sources and the government is encouraging municipal staff involvement in the plan development process. While municipal impacts will not be known until the final plans are developed and approved, potential impacts include: capital upgrades to infrastructure, funding of risk management officials, and monitoring of well-heads and intakes. The draft regulations provide for municipal input on the contents of the plans that could impact municipalities before source protection plan approval. In addition, the regulations allow municipalities to negotiate interim risk management plans to deal with significant drinking water threats before the Minister has approved a source protection plan.

The draft regulations are available on www.ebr.gov.on.ca, under # 010-8766. Comments must be received on or before March 26, 2010. Multi-stakeholder sessions on the draft regulations are also being offered but capacity is limited. Dates and locations are:

- Friday February 19, 2010 – Kingston
- Monday March 1, 2010 – Milton
- Friday March 5, 2010 – Sudbury
- Wednesday March 10, 2010 – Toronto
- Friday March 12, 2010 – London

If you are interested in participating in these discussions on the draft regulation, please confirm your attendance by contacting Angelune Des Lauriers at (416) 212-4417 or Angelune.Deslauriers@ontario.ca.

The Ministry will offer training on the final regulation after it is approved.

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AMO Policy Update – January 28, 2010

Employment Ontario

One-stop Services for those Seeking Employment Ontario Services

On January 20, 2010, the government announced the service providers selected to deliver employment services across the province.

In an effort to provide a streamlined, one stop system for those seeking employment and training programs, the government has reduced the number of agencies that will be providing employment services through the Employment Ontario program. Where once clients may have had to access more than one agency, for example, for career counseling or resume writing, they will now have access to all services in one location.

The realignment of service providers will result in some agencies no longer receiving funding through the provincial government. Those agencies no longer contracted will have a six-month transition period.

The government's move supports one aspect of a key recommendation arising from the Provincial Municipal Fiscal and Service Delivery Review to better align and integrate employment services across the various programs being funded and delivered by the province and municipalities. AMO is currently working with the City of Toronto, the Ministry of Community and Social Services and Training, Colleges and Universities to implement this recommendation and ensure a more streamlined and integrated system for clients across all employment programs.

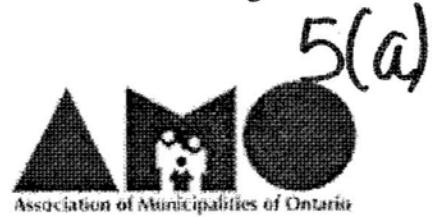
Employment Ontario provides access to training and skills development for those seeking employment. Employment Ontario also assists employers with hiring and apprenticeship placements as well as resources needed in the event of restructuring.

A full list of service providers selected to deliver employment services is available [here](#).

Information on Employment Ontario is available here: [Employment Ontario](#)

For your information.

AMO Contact: Petra Wolfbeiss , Senior Policy Advisor, email: [\(pwolfbeiss@amo.on.ca\)](mailto:pwolfbeiss@amo.on.ca), (416) 971-9856 ext. 329



AMO Policy Update – January 28, 2010

Federal Gas Tax Fund

AMO Pays Out Gas Tax Fund Interest

Municipalities should expect to receive an additional one-time cheque from the Gas Tax Fund in the coming week. AMO is pleased to fulfil a commitment made in 2005 to payout the interest accumulated over the 2005-2009 term.

The interest accrued mainly in 2005 while municipalities were executing Municipal Funding Agreements with AMO. In keeping with the initial agreement, these funds are being distributed on a per capita basis using population data from the 2001 Census, and are to be used for eligible costs for eligible projects under the Gas Tax Fund. The Gas Tax Fund continues to be the only predictable, stable and long-term source of funding for municipal infrastructure. Ontario municipalities can expect to receive \$746 million annually between 2010 and 2014.

AMO Contact: Judy Dezell, Manager – Federal Gas Tax Fund, email: [\(jdezell@amo.on.ca\)](mailto:jdezell@amo.on.ca), (416) 971-9856 ext. 306



Charting Your Future



> Media & Communications Training

About the Facilitator:

These sessions are being designed and delivered by Brian Lambie, Principal of Redbrick Communications. As AMO's primary media contact, Brian deals with media on a daily basis, taking calls from the most senior reporters at Queen's Park to the most inexperienced reporters at your local newspaper. He has trained hundreds of public and private sector officials in the past decade and is a popular conference speaker. His clients include municipalities, Ontario government ministries and private companies.

AMO brings to you a new Media and Communications program this Fall. This full-day course will cover content such as:

- Communicate complex information in plain language
- Craft and deliver messages that stick
- Handle difficult conversations
- Pursue media relations more effectively (good news or bad)
- Hold practical, effective public consultations
- Manage communications better as a team
- Practical media relations objectives
- What makes news and why
- Understanding different types of media and reporters
- How best to manage issues and media inquiries (individually and organizationally)

While this session is designed with municipalities in mind, the content is broadly applicable. AMO members are welcome to encourage other public agencies, or to invite local businesses or business associations to participate. Group rates are available for municipalities that want to use these sessions as community development opportunities.

Dates and Locations:

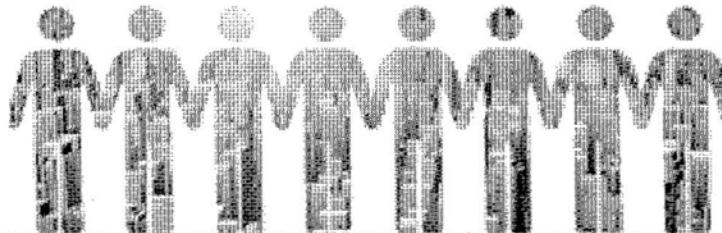
Location	2010
Thunder Bay	May 4
North Bay	May 6
Kingston	June 1
London	Apr 30
Toronto	Feb 24**
Windsor	Aug 19**

** The Toronto session will be post the ROMA/OGRA Conference, and the Windsor session will be post the AMO Annual Conference.

All sessions will be full-day sessions (9:00 am – 4:00 pm) with registration at 8:30 am and lunch provided.

- > **Register online:** [Click here](#).
- > **Download registration form:** [click here](#).
- > **Download complete 2010 Training and Development Brochure:** [Click here](#).

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2010 Urban Symposium

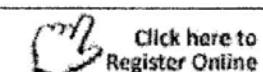
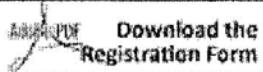
Connecting Citizens

April 12 -13, 2010

Lincoln Alexander Theatre, Hamilton, Ontario

Register Today!

The Urban Symposium is a multidisciplinary forum with a focus on the unique issues impacting our urban areas. This one and one-half day event addresses social, economic and environmental challenges that affect our local urban centres, by using global case studies and international speakers to showcase initiatives with local impact.



The 2010 Urban Symposium will be held April 12 & 13 at the Crowne Plaza and Lincoln Alexander Centre in the City of Hamilton.

To book your hotel accomodations please visit the hotel online at
<http://www.cphamilton.com/> or contact reservations at 1-888-528-3451

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IN FROM THE MARGINS: A CALL TO ACTION TO END POVERTY IN CANADA

After two years of study and until recently nearly a decade of unprecedented economic growth in Canada – we were hoping to tell Canadians that we are winning the fight against poverty in Canada. Sadly we cannot.

Despite the many thoughtful efforts by governments', community groups and the private sector far too many Canadians continue to live below any measure of poverty, live without a home, and struggle to provide the basic necessities for their families.

The system that is supposed to help lift people out of poverty is substantially broken, entraps people in poverty and needs a complete overhaul.

Now this might be a tough sell in tough times. But if the economic crisis has taught us anything, it's that poverty in a land of plenty diminishes us all - and costs us all.

Poverty expands healthcare costs, policing burdens and diminishes educational outcomes. This in turn depresses productivity, economic expansion and social progress, all of which takes place at huge cost to taxpayers, and the robust potential of our economy.

For example, in Ontario, the Ontario Association of Food banks, together with leading Canadian economists, estimated that poverty costs this province \$38 billion a year. They estimated that the social costs of poverty now make up about 6.6 per cent of Ontario's GDP.

This unacceptable situation led our Committee to offer some essential, broad and incremental recommendations that go beyond the "path dependency" paralysis that has typified federal and provincial policy under governments of all affiliations for decades.

There are some good signs however. During our work, we found examples of promising practices and programs that actually lift people out of poverty in municipalities and cities in Ontario and across the country. And we identify - and celebrate - these initiatives in our report. But sadly, these examples are pockets of promise in an otherwise dysfunctional system.

Underlying all of our recommendations is the simple premise: that the goal of all social policy in Canada should be to lift people out of poverty. This means ensuring that people, regardless of the reasons for their need, receive an income that would keep them above the poverty line.

To do this we have offered specific recommendations.

We believe that the federal government should develop and implement a basic income guarantee at or above the poverty line for people with severe disabilities. This income guarantee would mean, as one of the witness before our Committee stated, "full citizenship for Canadians who face tremendous barriers and obstacles."

On Employment Insurance - EI - we welcome the recent extension of benefits to those with long employment and short EI periods. But these changes do not address longer term weaknesses and inequities in the program, particularly with training access.

We recommend a new program to insure against income losses due to long-term employment interruption, covering those that are not presently covered under the EI Act, including self-employed, part-time workers, those who have been unemployed for an extended period, recent immigrants, and the underemployed.

On training - success in today's fast-moving job market depends on having the right skills. And study after study confirms that children who arrive at school ready to learn become adults prepared to succeed. Our recommendation, therefore, is a nation-wide, federal-provincial initiative on early childhood learning and support for

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initiatives that keep disadvantaged young people in school.

We also looked at the income transfers that take place through the tax system. We've seen examples of tax credits that work. The National Child Benefit Supplement is putting money into the hands of low-income individuals and households. But, as a critical step to eradicating child poverty, we propose increasing the National Child Benefit to \$5,000 by 2012.

The Working Income Tax Benefit, which supplements earnings for those with very low incomes, is another tax measure that holds promise by "making work pay". We recommend increasing this benefit so that no recipient would fall below the poverty line.

We must also do a better job of integrating our approach to housing and homelessness. Far too many Canadians are without affordable housing and we have seen dramatic increases in homelessness in some Canadian cities. It is time for the federal and provincial governments to come to grips with this issue and develop a national housing and homelessness strategy.

The Committee's recommendations are not about spending more but smarter. They are about reallocating and using current expenditures more efficiently. For example, instead of spending tax payers' money on dealing with homelessness by providing institutional care that can be in the range of \$100,000/ person a year, why not reinvest that money and provide supportive affordable housing which would cost at the high end \$25,000/person a year? That is a dramatic savings and a more effective way to deal with homelessness.

We need to break the cycle of poverty in Canada, and to lift its devastating burden once and for all. We owe it to the millions of Canadians struggling in a life of poverty. And we owe it to our Canadian cities as their health and vibrancy is integral to the prosperity of Canada.

The time for action is now!

Art Eggleton, Chair of the Senate Sub-committee on cities
Hugh Segal, Vice-Chair of the Senate Sub-committee on cities

January 29, 2010

To Ontario Municipalities

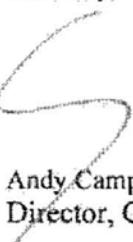
\$19-million in special Blue Box program funding now available to municipalities for 2010 Priority Projects

The Continuous Improvement Fund (CIF) (www.wdo.ca/cif) is a funding program that assists municipalities with program changes and infrastructure improvements that benefit the blue box recycling program. Currently, \$19-million in funding is available for special priority projects that have already been proven effective in reducing collection and processing costs and raising recycling capture rates in a number of Ontario communities.

CIF is issuing a Request for Expression of Interest (REOI) to Ontario municipalities on Monday, February 1, 2010 to seek grant applications for these priority projects. A copy of the document can be downloaded at www.wdo.ca/cif/procurement.html. Submissions are due by Monday, March 22, 2010 at 4:00 p.m.

To find out how your municipality can obtain funding for these priority projects, contact Clayton Sampson by phone at (519) 539-0869 or by email at csampson@wdo.ca.

Sincerely,



Andy Campbell
Director, Continuous Improvement Fund

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Donna Irving

From: FCM Registration / Inscription [register@fcm.ca]
Sent: January 28, 2010 1:20 PM
To: Donna Irving
Subject: Sustainable Communities Conference Update / Mise à jour sur la Conférence et salon professionnel de la FCM sur les collectivités durables

Pour la version française, [cliquez ici](#).

Email not displaying correctly? View it on your browser.



Sign up for the Advanced Training Sessions

Don't forget to sign up for one of our three advanced training sessions on **Friday, February 12!** These advanced sessions are available at a small additional cost on a first-come, first served basis. Spaces are limited to ensure an interactive setting.

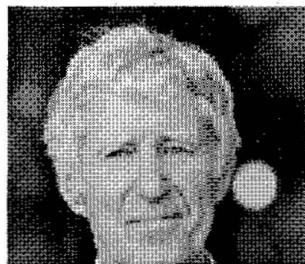
Choose from full-day workshops on social marketing or water conservation, or a half-day workshop on sustainable transportation in small/rural communities. Facilitated by subject matter experts, these hands-on sessions will allow you to deepen your knowledge and come away with practical tools to apply what you've learned in your own community.

Sign up for a session when you [register online](#), or if you have already registered, contact our registration desk at register@fcm.ca to add a workshop.

Final Conference Program now available online

View the [Final Conference Program](#) to learn more about all that is taking place at this year's FCM Sustainable Communities Conference and Trade Show.

Lester R. Brown to speak at closing luncheon



Lester R. Brown, described as "one of the world's most influential thinkers" by the *Washington Post*, is Founder and President of Earth Policy Institute, a non-profit environmental research organization based in Washington, D.C. During a career that started with tomato farming, Brown has been awarded 24 honorary degrees and has authored or coauthored over 50 books. One of the world's most widely published

authors, his books have appeared in some 40 languages. His most recent book is entitled Plan B 4.0: Mobilizing to Save Civilization. He is a MacArthur Fellow and the recipient of many prizes and awards. In 1985 the Library of Congress requested his personal papers noting that his writings and work had "already strongly affected thinking about problems of world population and resources."

Less than 2 weeks left to register!

YOUR PERSONAL REGISTRATION INSTRUCTIONS

The unique personal login ID and password for **Donna P. Irving** from **City of Sault Ste. Marie** is:

Your login ID is: **d.irving@cityssm.on.ca**
Your password is: **24298**

[Click here](#) to register online for the **FCM Sustainable Communities Conference and Trade Show** (February 10-12, 2010).

Visit www.fcm.ca/scc for all conference information.

If you have any questions, need assistance with the on-line registration or have received this email in error, please contact us at register@fcm.ca or 613-907-6212.

Think green! When you can, read from your screen! To unsubscribe, please [click here](#). View our [Privacy Policy](#).

Federation of Canadian Municipalities
24 Clarence Street, Ottawa, Ontario, K1N 5P3

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Fax: (613) 241-7440
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Association of
Municipalities of
Ontario

RPWCO
Regional Public Works
Commissioners of Ontario



Sent via e-mail: alena.grunwald@ontario.ca

February 1, 2010

Alena Grunwald
Project Manager
Ministry of the Environment
Integrated Environmental Policy Division
Waste Management Policy Branch
135 St Clair Avenue West, 7th Floor
Toronto ON M4V 1P5

Dear Ms. Grunwald:

Re: Association of Municipalities of Ontario, Regional Public Works Commissioners of Ontario and Municipal Waste Association comments on EBR #010-8164

The Association of Municipalities of Ontario (AMO), the Regional Public Works Commissioners of Ontario (RPWCO) and the Municipal Waste Association (MWA) are pleased to provide you with our comments in response to EBR #010-8164.

Background

The Association of Municipalities of Ontario (AMO) is a non-profit organization representing almost all of Ontario's 444 municipal governments and provides a variety of services and products to members and non-members.

The members of the RPWCO plan, design, build, operate and maintain the public infrastructure (transportation, water, wastewater, solid waste, parks and public buildings) that serve the vast majority of citizens and visitors to the province of Ontario. Members of the RPWCO are generally comprised of upper tier municipalities and those cities and single tier municipalities with a population of over 100,000.

The Municipal Waste Association, formerly known as the Association of Municipal Recycling Coordinators, is an incorporated not-for-profit organization formed in 1987 by Ontario

Association of Municipalities of Ontario
200 University Ave., Suite 801
Toronto ON M5H 3C6 Canada
E-mail: amo@amo.on.ca; www.amo.on.ca
Tel: (416) 971-9856; Fax: (416) 971-61911
Toll-free in Ontario: 1-877-426-6627

RPWCO
c/o 2201 St. David's Road
Thorold ON L2V 4T7
E-mail: ken.brothers@niagararegion.ca
Tel: 905-685-4225; Fax: 905-687-8056

Municipal Waste Association
127 Wyndham Street North
Suite 100
Guelph ON N1H 4E9
E-mail: mwa@municipalwaste.ca
www.municipalwaste.ca
Tel: 519-823-1990; Fax: 519-823-0084

municipal waste management professionals to facilitate the sharing of municipal waste reduction and recycling information and experience.

Members of the AMO, RPWCO and MWA finalized our comments regarding EBR #010-8164 and include them here within.

Outcomes-Based Individual Producer Responsibility

- We support the proposal to make individual producers fully and financially responsible for ensuring that their share of all designated materials sold in the Ontario marketplace are diverted from disposal in both the residential and Industrial, Commercial & Institutional (IC&I) sectors. This responsibility should extend to all materials produced even if they end up in residual waste or source separated organics stream.
- We support the designation of all packaging and printed paper sold in the Ontario marketplace for inclusion in the program.
- We support the concept of allowing flexibility for producers in how a program is established, designed and operated, as long as it's not at the expense of resident convenience or accessibility to the recycling program and does not compromise current residential diversion rates achieved in the existing packaging and printed paper recycling program.
- We recommend flexibility for municipalities to have an opportunity to participate in the delivery of services in the new system on a contract basis.
- We are concerned that the flexibility in program design for individual producers could lead to fragmentation of the collection systems for residential packaging and paper, which could compromise program convenience, accessibility and success. We are concerned that changes could lead to resident confusion about the recycling program for residential packaging and paper and diminished program participation rate from the existing Blue Box program. Changes must not result in more items in the disposal stream (residual waste) or increases in residual waste management costs for municipalities. Changes must also not come at the expense of residential access to the existing Blue Box program.
- We recommend creation of a single steward organization for residential printed paper and packaging, at least during the transition period. No other individual steward schemes should come into effect until the transition period is complete (please see our comments on a transition period below).
- Resident convenience, program accessibility and existing program performance/success must be maintained to ensure a smooth transition. We support consultation with all stakeholders, including residents, IC&I sector and municipalities, on this aspect of the program. We recommend **a full and immediate development of a transition plan** by stakeholders to ensure resident convenience and program success is maintained, prior to any program launch.

- Stewards should be financially responsible for all printed paper and packaging sold in the Ontario marketplace including those materials collected as litter, organics or residual waste. If designated materials end up in the residual waste stream, municipalities will be financially responsible through disposal levies (as outlined in section 7.5 Supporting Producer Responsibility and Diversion). Stewards should pay the disposal levy on the portion of designated waste that goes to disposal.
- Implementation of IC&I diversion programs should not lag behind residential diversion targets and timelines.
- There should be separate diversion targets for IC&I and residential designated materials. Annual reports must reflect performance in residential; IC&I and combined programs.
- We recommend the use of the existing Waste Diversion Ontario (WDO) Municipal groupings by requiring diversion targets by community type. Oversight and review of programs by WDO must consider this aspect as a critical component of Producer Plans.
- Diversion targets should be material-specific (e.g., a newsprint target, an aluminum target). Where applicable there should also be consideration for targets within specific material types, such as within plastics (e.g., a HDPE target, a PET target).

The following table is a summary of what the proposed roles and responsibilities of the various parties should be under a full Extended Producer Responsibility (EPR) system.

Roles & Responsibilities		
Brand Owners/ Stewards/First Importers of Designated Materials	Service Provider on behalf of Steward (Collector/Processor could be municipal or private contractor)	Municipalities (if not service provider)
100% financially responsible for all designated materials sold in Ontario. Create material management scheme or develop an individual waste diversion plan after transition period	Contracted by stewards or collective schemes to provide collection and processing services and marketing for designated materials	Managing residual waste including designated materials within residual waste stream
Responsible for meeting diversion targets and obligations under the Waste Diversion Act (WDA) Register and submit waste diversion plans and data annually	Collect and report tonnage data for Stewards/Collective schemes. Data for tonnage collected, processed, recycled and residue for disposal should be clear and transparent.	Waste audits and enforcement of designated material bans at first point of resident disposal at curbside (e.g. transfer stations and disposal sites) on behalf of Stewards. Municipalities should be financially compensated for audit and enforcement work.

Paying of disposal levies for unrecovered materials Reimburse municipalities for disposal levy costs.	Managing items banned from disposal according to schemes/waste diversion plans developed by Stewards.	Manage integrated municipal waste management infrastructure and manage material bans at curbside, transfer stations and disposal sites. Municipalities should be financially reimbursed for managing designated materials in residue (targets not met by Stewards)
Promotion and Education relating to their materials management scheme or individual waste diversion plan	Providing customer service functions.	P&E and customer service functions not related to Steward schemes and waste diversion plans.

- We recommend that the Province:
 - Work with the Federal government to clarify their respective roles and responsibilities with respect to packaging design,
 - Ask the Federal government to develop a nation-wide consistent extended producer responsibility (EPR) program for packaging and printed paper,
 - Ask the Federal government to develop a national sustainable packaging strategy,
 - Ask the Federal government to take a stronger position in regulating imported packaging to ensure imported packaging is compatible with Ontario's and other provincial recycling systems.

Clarify the Concept of Diversion

- We agree that the beneficial use of materials, such as metals, glass and ash that are physically recovered and preserved through processes, such as aerobic composting, anaerobic digestion, pyrolysis and thermal treatment, should be counted as diversion. However, clarity is needed on what qualifies as a beneficial use of these recovered materials.
 - Additional grades of compost should be considered diversion, not disposal.
 - Final diversion rate should be net of end market residue from secondary processing at, for example, paper mills and Material Recovery Facilities (MRF).

Requiring More Diversion: A Long-Term Schedule

- We support the implementation of a long-term waste diversion schedule for future designated materials, with the following recommendations:

- IC&I Packaging & Printed Paper
 - We support the short term implementation timeline for this material.
 - Clarity should be provided on the distinction between IC&I and consumer packaging.
 - The diversion rate for IC&I and residential should be measured to the same target and timeline, but should not be blended together to a single figure. A blended rate would mask if one sector is under or overachieving.
- Waste Electronic and Electrical Equipment (WEEE) Phase III
 - We agree with the short term implementation timeline for this material.
 - We recommend the inclusion of White Goods (e.g. household appliances) in WEEE Phase III.
- Construction and Demolition Material
 - We support the designation and the short term implementation timeline for this material.
- Bulky Items
 - We support the designation and medium term implementation timeline for this material.
 - Clarity should be provided for the specific categories of materials that would be designated as "Bulky Items". Categories might include the following:
 - Furniture (e.g. mattresses, box springs, couches, chairs, tables, dressers, etc.).
 - Large home & garden items (e.g. shovels, ironing boards, luggage, pool equipment, light fixtures, etc.).
 - Sporting equipment (e.g. skis, bicycles, hockey sticks, etc.)
- Vehicles
 - We support the designation of vehicles in the long term waste diversion schedule. However, this is not a priority category for municipalities and the timeline for implementation of this category should not come at the expense of delaying the other categories listed here for designation.
- Branded Organics
 - We support the designation of branded organics in the waste diversion schedule. However, since this is a material that municipalities deal with on a daily basis, it should be considered a higher priority material. We recommend an earlier implementation for this designation (e.g., medium term – three years).
 - Any designated branded organics managed through a municipal program should be eligible for full cost recovery, irrespective of whether they are managed through a Blue Box program or a Green Bin program.

- Municipalities should not be required to accept all branded organics in their Green Bin programs (e.g., some Green Bin programs cannot accept pet waste products, diapers, etc.).
- Clarity should be provided on the definition of the specific materials that would be designated as “branded organics”. Categories may include the following:
 - Paper towels, napkins, coffee filters, tea bags;
 - Disposable diapers;
 - Pet waste management products (e.g. kitty litter, rabbit shavings, dog waste bags);
 - Personal care items (e.g. tissue, feminine care products etc.); and
 - Soiled paper food packaging (e.g. paper-based ice cream boxes, fast food containers, french-fry containers, etc.).
- Small Household Items
 - We support the designation and long term implementation timeline for this material.
 - Clarity should be provided on a definition of the specific categories of materials that would be designated as “Small Household Items”. Categories might include the following:
 - Personal items (e.g. toothbrushes, razors, inhalers, brushes);
 - Cooking utensils and cutlery;
 - Small toys;
 - Hobby and craft paraphernalia;
 - Home office supplies (e.g., pens, staplers, etc.); and
 - Small home & garden items (e.g., umbrellas, gardening tools, hoses, flower pots/trays, holiday decorations).

Disposal Bans

- We support the concept of disposal bans for designated materials to help drive diversion, however we recommend clarity be provided on:
 - thresholds for allowable de minimus of designated materials in the waste stream and when and where the ban would apply (e.g., transfer station, landfill, curbside collection, first point of disposal, etc.);
 - enforcement of a ban (e.g., who enforces the disposal ban, refusal of disposal load vs. surcharges, how will a load refused for disposal be dealt with, fines for non-compliance and compensation to municipalities for enforcing provincial legislation related to a ban); and
 - Where municipalities cannot enforce disposal bans (e.g., material is not directly coming to municipal landfills), consistent enforcement by the Ministry to enforce bans at other points of disposal (e.g. direct haul to United States).
- The implementation of a landfill ban when a sustainable market has been established for a particular material type is beneficial. However, it is also necessary to implement landfill bans, using a phased-in approach, for materials where no sustainable market is

currently available. This approach would encourage market development and more sustainable packaging and product design.

- We support a “towards a zero waste” philosophy that encourages producers to redesign products and packaging to be readily recyclable.
- We recommend that, if municipalities are enforcing bans, producers not be able to use perceived municipal failure to effectively enforce bans as a justification for their failure to meet individual producer diversion targets.

Effective Oversight

- We recommend meaningful representation of municipalities on the WDO board to provide feedback on implementation and operational issues related to the program. Municipalities are key stakeholders that should have input into program design, as we are the closest government that can make recommendations related to the program. Municipalities will continue to be responsible for other components of the waste management system (e.g. organics, waste) and must be provided a role in the governance of waste management in the Province including oversight in the design and implementation of EPR programs as they may impact the remaining programs.
- Clarity needs to be provided on how Stewards’ schemes will be approved, what organization will have the role of approval, what criteria will be used to determine if a scheme is approved and what will happen if a scheme is not approved.
- WDO needs sufficient and sustainable independent funding.

Supporting Producer Responsibility and Diversion, and Disposal Levies

- We support the implementation of a disposal levy to shift behavior towards diversion. If the levy does apply to municipally-collected waste, municipalities must be fully reimbursed for any levy costs incurred and any levy cost that is for designated waste that ends up in the municipal waste stream be paid by the stewards.
- In order for the disposal levy to be equitable and effective:
 - a plan must be developed for the administration, collection and redistribution of levy funds;
 - municipalities should have access to the levy funds in an amount proportionate to the amount they have contributed to the disposal levy;
 - the levy amount should be high enough to make diversion programs cost competitive to landfill disposal;
 - the amount of the levy should be ratcheted up each time a new material class is designated under the program and if it becomes apparent that diversion performance is lagging; and
 - The levy revenue should be allocated to fund waste diversion initiatives that are not funded through an existing EPR program.

- We support a third party organization to be designated as responsible for assessing, collecting, administering, and distributing levies and penalties for diversion targets not met by stewards. There should be clarity and transparency in the collection, distribution and administration of the disposal levies and penalties for producer failure to meet diversion targets.
- The levy amount should be sufficiently punitive to drive diversion performance and to discourage disposal-based options.
- We recommend that WDO annually engage an independent third party auditing organization to assess, collect **and make recommendations on**, administering, and distributing levies and funds from penalties for producer failure to meet diversion targets.

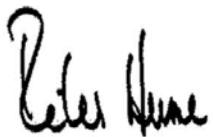
Transition: Moving Existing Programs to the New Framework

- We recommend that transition planning begin as soon as possible and not be delayed until the introduction of the revised Act. Some municipalities are delaying implementing capital and operational improvements due to uncertainty surrounding changes to the Act. Providing as much direction as possible early on in the process will allow municipalities and recycling operators to make decisions on necessary infrastructure preparations for a smooth transition to a new system.
- Municipal assets stranded as a result of this plan should be assessed and appropriately compensated for based on a number of factors, including the value of the Certificate of Approval, infrastructure and operational equipment, and land value which includes appropriate Official Plan designation and zoning.
- Municipal collection, processing and disposal contracts stranded or shortened as a result of this plan should be assessed and compensated for based on a number of factors including the value of the contract, fines and penalties that may arise as a result of shortened contracts.
- Full EPR for the residential Blue Box program should be phased in over a five-year transition period. This transition would proceed in three stages: a planning stage, a negotiation and re-organization period with full financial EPR, with an end to the in-kind contribution arrangement from CNA/OCNA, during which Stewards pay 100% of actual municipal net diversion costs while existing contracts are still in operation, and a final stage with implementation of full EPR for the physical Blue Box system with opportunity for municipal participation on a contractor basis.
- An organization with decision making power that can speak on behalf of the stewards needs to be identified, at least for the duration of the transition period, as the body that municipalities can work with during the Blue Box program transition period.

5(a)

If you have any questions about the issues raised in this letter, please contact Milena Avramovic, Senior Policy Advisor with AMO at (416) 971-9856 ext. 342; Andrew Pollock co-chair with RPWCO solid waste subcommittee at 905 685-4225 ext. 3642, Geoff Rathbone co-chair with RPWCO solid waste subcommittee at 416 392-4715; or Vivian De Giovanni, Executive Director with MWA at (519) 588-9363.

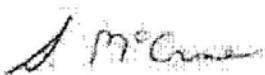
Sincerely,



Peter Hume
President, AMO



Ken Brothers
Chair, RPWCO



Sue McCrae
Chair, MWA



Propelling Economic Prosperity

***AMO 2010 Pre-Budget
Presentation to the Standing
Committee on Finance and
Economic Affairs***

February 2, 2010

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Introduction

The global economic developments of the past year have had a profound impact on every order of government in Ontario and many Ontarians themselves. The response of every order of government has been equally profound. Efforts to stimulate the economy and propel recovery have seemed successful to this point. It has resulted in massive infrastructure investment, the majority of which is owned and operated by municipal governments. These investments have been needed for some time and represent a lasting improvement for generations to come. The long-term servicing of that debt will unfortunately also be a burden for generations to come.

For every federal dollar spent, and every provincial dollar spent, a municipal dollar has been spent too. We know the impacts – federally and provincially each has announced massive budgetary deficits with earlier estimates replaced by even bigger estimates of incredible size and scope. For municipalities the bill is still being tallied. It will be big. It will limit debt capacity in some municipalities and will draw down on their capital reserve funds. For others, it will require higher operational costs, especially where new transit is provided.

We know the 2009 economic infrastructure investment amount is not a sustainable level of investment for any order of government. Ontario municipalities were eager and willing participants to take the necessary measures to help halt the economic decline. Each municipal council chose to match those investments. They did so based on the knowledge of the on-going cost-sharing arrangements which include:

- the 10 year plan for social service cost uploads of the Provincial-Municipal Fiscal and Service Delivery Review;
- the agreed to provincial funding agreements for programs like land ambulance and public health; and
- the stability of equalization payments offered by the Ontario Municipal Partnership Fund, to name but a few.

The wisdom and importance of each of these existing agreements is all the more important today. Changes to these understandings would plunge many municipalities into deep and frigid financial waters.

For too many years, municipalities were forced to divert billions away from infrastructure investment to pay for social services. Were it not for the start of uploading of social service costs, many municipalities could not have matched every federal and provincial dollar this past year. When fully implemented, the Fiscal Review outcome will eliminate the financial exposure that property taxpayers have shouldered for far too long. The structural cost-sharing changes are long overdue and are good public policy.

In looking to the future, the Association of Municipalities of Ontario is seeking:

- 1) re-affirmation of current cost-shared arrangements that provide for predictable municipal funding;
- 2) improved economic development opportunities with enhanced financing tools; and
- 3) reduced municipal insurance and liability costs by rebalancing municipal liability exposure.

(See chart on Page 9 for a full listing of recommendations in the submission.)

1) Predictable Municipal Funding

Municipal governments receive funding through the Ontario Municipal Partnership Fund (OMP) and several other cost-sharing formulae. Changing these funding relationships is not the vehicle for dealing with the provincial deficit as it will place more burden on property tax rates – widely noted as the most regressive of all the sources of taxation and the only one available to municipal governments.

OMPF is an essential equalization program for many communities. If not for the OMPF, northern municipal tax rates would need to be 2.5 times higher than they currently are to sustain existing services. For eastern municipalities, tax rates would need to be 1.5 times higher.

AMO and its member municipalities are awaiting the government's confirmation that it will proceed with the 2008 reconciliation of OMPF allocations followed by the 2009 reconciliation. Each year the government estimates municipal social service costs for eligible municipalities when making annual OMPF allocations. Reconciliation adjusts for actual costs incurred, not estimates. To illustrate the difference, for one eastern Ontario county it represents \$650,000 in 2008 alone.

A key element of the OMPF as the government introduced it in 2006 is that it remains responsive to actual municipal cost increases (such as actual caseload costs when caseloads grow) and decreases (including the phase-in of the uploaded costs) in the OMPF formula.

We caution the government not to fix its deficit by renegeing on reconciliation. A positive announcement regarding the government's plans to reconcile actual costs for 2008 and 2009 is needed soon. If not, increases in 2010 municipal operating budgets will be at the feet of the Province.

We also expect the province will not fight its deficit war on the back of other cost-shared programs – whether it is land ambulance or public health for example. We have worked hard and in partnership to get clarity and assuredness on cost-shared programs that fall outside the OMPF.

We acknowledge that the province has provided rural, small and northern municipalities with a stable funding guarantee for the past five years. The announcement of 2010 OMPF allocations was marked by the withdrawal of that guarantee. In 2010 nearly fifty municipalities will weather a provincial funding cut with an equivalent tax impact of \$30 per household on average, and for some, up

to \$85 per household. No municipality should receive any less funding – neither in 2010, nor in any future year.

For some municipal governments, the loss of the stable funding guarantee, a retreat on reconciliation, or changes to other cost-sharing formulae would have dramatic consequences. They would become an enormous household property tax burden. We caution the government from going down these routes.

Improve Economic Development with Enhanced Financing Tools

The Provincial-Municipal Fiscal and Service Delivery Review estimated that it would take an additional \$6 billion of infrastructure investment each year for the next ten years to close the investment gap that currently exists in Ontario. It would primarily address many of the public works constructed during the 1950s and 1960s and nearing the end of their expected life.

This past year's investments have helped narrow the gap but we still have a significant infrastructure gap, even more so when the housing stock that was downloaded in the late 90's is added in. Most of the investment programs have been done on a one-off basis only. While a sustained investment at the 2009 level is unlikely for any order of government, continued investments will need to be made in the future if we are to continue to close the infrastructure deficit gap. Every infrastructure program, as either a one-off or multi-year program, or sustained as in the gas-tax manner, works toward providing safe and functioning systems. Infrastructure investments will:

- leverage additional investment;
- contribute to the province's and local economic development;
- create additional jobs in all corners of the province; and
- advance sustainable development and green objectives.

Turning the tap off in 2010 assumes that the infrastructure gap is no longer important and that employment and economic recovery is achieved. We suggest otherwise and recommend that the province continue to use infrastructure funding as a vehicle for economic recovery.

AMO urges the government to undertake a targeted infrastructure investment initiative to continue to upgrade small municipal water systems. An expanded Ontario Small Waterworks assistance program would increase the performance and capacity of these systems.

Another significant financial concern is the ongoing capital and operating expenses of municipally owned public housing. Federal and provincial cooperation on housing is critical for Ontario municipalities. AMO urges progress on these issues and will continue to work with the Minister of Municipal Affairs and Housing on a provincial housing strategy. We will also work to advance the business plan for both federal and provincial financial support. We all know that affordable housing is one of the factors that contribute to social-economic well-being of families and individuals.

AMO also urges legislative authority be granted for enhanced financing tools resulting in infrastructure investments. AMO seeks three tools to achieve the above. The first is moving forward on the review of the *Development Charges Act* undertaken as part of the Provincial-Municipal Fiscal and Service Delivery Review. It articulated the goal of embracing a simple principle - that "growth pays for growth."

The second tool municipalities seek is the legislative provision to create a provincial fund for the remediation of existing brownfield properties. The provincially available fund would be financed by levying industry or commercial enterprises which have a higher risk of contaminating lands (such as gas stations). This would begin reversing the backlog of brownfield sites awaiting remediation. It would spur economic growth in many prime downtown locations in urban centre and further provincial planning and growth objectives of intensification and re-use.

Many advances have been made to improve the redevelopment of brownfield sites but many of the hard to clean up sites remain. They tend to be of little interest to developers, particularly those outside of the Greater Toronto Area where lower property values and the greater availability of land for development make remediation prohibitively expensive. It is for these sites where such a fund is required.

In exchange for the levying of industries and the like, consideration should be given to limiting the civil liability of polluters after a site is cleaned up. Currently property owners remain open to lawsuits even if the site has been cleaned up to current standards. It is a contributing factor to the slow pace of brownfields redevelopment. Together with a levy system, we can have a solution to a long-standing problem. The establishment of a levy system is consistent with the recommendations of the National Round Table on the Environment and the Economy.

The third tool is to give municipalities the legislative authority to provide homeowners with low-interest loans to finance home energy retrofits financed through a surcharge on the owner's property tax bill. Such a program would be at no cost to the municipality and would be financed by property owners who wish to participate in such a program. It would further provincial climate change objectives and offer additional flexibility for homeowners to participate in existing eco-action plans and available programs.

The loans would be insured against the title of the property, thus are not linked to the property owner thus ensuring repayment. This is an innovation which can fuel local job creation, the leveraging of the best possible financial rates for both a large number of projects and the homeowner, the long-term repayment schedules to make energy savings viable, and the piggybacking of existing programs.

For municipalities wishing to spur climate change objectives, the program can improve the uptake of retrofit programs and high efficiency construction standards. In the last year, fourteen U.S. states have passed enabling legislation. It is a progressive program and if passed, Ontario would lead all Canadian jurisdictions with such a move.

Reduce municipal insurance costs by rebalancing municipal liability exposure

Joint and several liability provisions are having a significant impact on litigation and municipal governments and their insurance. The courts may oblige a defendant (i.e., a municipality) which is only 1% at fault, to pay the plaintiff's entire judgment particularly in cases where another defendant who has greater fault is unable to meet a court ordered award. As "deep pocket" defendants, municipalities, with what some view as seemingly limitless public resources at their disposal through the power of taxation, have often become the targets of litigation when other defendants do not have the means to pay high damage awards.

Joint and several liability is problematic not only because of the disproportionate burdens on municipalities that are awarded by courts. It is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

The effects of joint and several liability on municipalities are manifest in several areas including claims related to motor vehicle accidents, road safety, building inspections, and facility and event safety. It is a contributing factor in the slow pace brownfield site redevelopment. It has also resulted in increased insurance premiums and in many communities, has caused municipal governments to scale back the scope of the services provided to citizens in an effort to limit liability exposure and the duty of care. In the absence of a change in law, municipalities have instead been scaling back on the provision of public services in order to limit liability exposure.

In spite of these service cuts and efforts to manage risk, municipalities remain popular targets for plaintiffs with a resulting rise in insurance premiums and deductibles. The last twenty years have seen dramatically increasing liability exposure for Ontario municipalities. More recently Essex County has renewed its 2010 insurance policy with a 47.5% increase in its premium from the year before, a \$216,738 increase. Similarly the Town of Amherstburg had a 22% increase in its premiums for 2010.

Essex's insurer attributed the majority of the premium increase to liability insurance. Municipalities from across the province are all being faced with very similar circumstances and premium increases. Joint and several liability is listed as a contributing factor by the Frank Cowan Company in its recent report to municipalities explaining premium increases.

Recent insurance reforms announced by the Minister of Finance on November 2, 2009 will seek to redefine catastrophic brain injuries and will exclude injuries sustained on municipally operated public transit systems where no collision has taken place. These reforms should limit municipal exposure to frivolous claims in these instances. However the government has also indicated it is considering a reduction in the cap for non-catastrophic claims from \$200,000 to \$50,000 putting even more pressure on "deep pocket" municipalities. Before the government's proposal proceeds, we need to look at the direct and indirect consequences. We call on the government to undertake further consultation with municipalities.

Many common law jurisdictions around the world have adopted legal reforms to limit the exposure and restore balance. With other Commonwealth jurisdictions and the vast majority of state governments in the United States having modified the rule of joint and several liability in favour of some form of proportionate liability, it is time for Ontario to do the same.

Additional items

We also want to bring to your attention what has become an unintended consequence of the all-party supported legislation which granted firefighters retroactive presumptive occupational disease costs. If a claim is made retroactive, we also have to pay WSIB the administrative fee for each year of the retroactive claim. At this time WSIB has not agreed that this is an unnecessary practice. So municipal governments will continue to have to bear this cost too.

AMO is pleased with the advances being made by the province regarding Extended Producer Responsibility as a key environmental stewardship objective. To further those objectives, AMO recommends a full and immediate development of a transition plan for the Blue Box Program Plan to Full Extended Producer Responsibility. Some municipalities are delaying implementing capital and operational waste management improvements due to uncertainty surrounding changes to the *Waste Diversion Act*. Many others must renew contracts which have long term implications. Providing as much direction as possible early on in the process will allow municipalities and recycling operators to make decisions on necessary infrastructure preparations for a smooth transition to a new system.

Conclusion

The year 2008 was a turning point for Ontario municipalities. The outcomes of the Provincial-Municipal Fiscal and Service Delivery Review are among the most important advances municipalities have seen in decades; significant improvements to provincial-municipal fiscal relations are underway.

Restoring the balance of municipal responsibilities and revenues from the era of unabashed downloading has taken a substantial effort. For the last ten years municipal leaders, economists, and politicians from every party have argued that social services should not be funded from the property tax base. It took 10 years to reach agreement for that to change and while it will take a further 8 years for the

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worst of the downloads to be fully reversed, it is an outcome that will match the service with the right tax base. Property taxes were never the right tax base for these services. The government recognized this and we now have a cooperative strategy that was built on goodwill, and trust between two orders of government. Much has been achieved as a result. We trust the 2010 provincial budget will not break that trust and goodwill. AMO looks forward to the government's consideration of our 2010 recommendations aimed at creating a strong foundation for a prosperous future.

Appendix A - Summary of Recommendations

Issue	Recommendation	Rationale
OMPFF reconciliation	AMO expects the government to meet its commitment to reconcile social service costs and recommends that the government proceed with 2008 reconciliation very soon. Plans for 2009 reconciliation should also be announced shortly once 2009 FIRs (Financial Information Returns) have been submitted by municipalities.	OMPFF allocations from the province to municipalities are based on annual estimates for municipal social service costs. Reconciliation adjusts for <i>actual</i> costs incurred. Due to the economic slowdown costs for some municipalities were higher than estimated.
OMPFF mitigation funding	AMO recommends that the government maintain mitigation funding at 2009 levels. More specifically, no municipality should receive any less under the new OMPFF formula than they did under the CRF formula.	While the phased upload of multiple social service programs will continue to benefit municipalities in the long term, OMPFF allocations have not kept pace with inflation.
Infrastructure Funding and a targeted infrastructure investment for small water systems	AMO recommends that the government continue to invest in infrastructure and also to undertake an infrastructure investment initiative to continue to upgrade small water systems. An expanded Ontario Small Waterworks assistance program would increase performance and capacity in these systems.	The annual \$6 billion gap in infrastructure (not including public housing or recreation facilities) cannot be funded solely through property tax based. It requires assistance from province and federal governments which enjoy ancillary economic benefits from infrastructure systems. Small water systems frequently have high capital and operating costs relative to the customers serviced and can have more difficulty keeping pace with new regulatory requirements. An expanded Ontario Small Waterworks assistance program would increase performance and capacity in these systems. This will help those systems meet the objective of safeguarding drinking water for all Ontarians.
Development Charges review	AMO recommends a review of the <i>Development Charges Act</i> .	The infrastructure deficit faced in many communities is being exacerbated because under the current system, growth is not paying for growth.

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Brownfields Remediation Fund	AMO recommends a provincial fund be created through the levying of industry or commercial enterprises at higher risk of contaminating lands	The backlog of brownfield sites awaiting remediation continues to grow. The existing legal environment and costs are barriers to the municipal redevelopment of brownfield sites.
Discretionary authority to offer home energy retrofit financing	AMO recommends discretionary authority be granted for municipalities wishing to offer loans to homeowners to finance home energy retrofits.	Such authority would further provincial climate change objectives and support existing provincial and federal programs.
Joint and Several Liability reform	AMO recommends the government pursue proportionate liability reform.	Municipalities are being targeted as "deep pocket" defendants and are being regarded as insurers of last resort. Municipal legal settlements and insurance costs have soared in recent years as a result.
Reform of WSIB retroactive charges for presumptive firefighter occupational diseases	AMO recommends that the government direct the WSIB not to charge retroactive administration fees.	The all-party supported legislation which granted firefighters retroactive presumptive occupational disease costs will result in significant labour cost increases for municipalities. This recent move by the WSIB is but the tip of the iceberg.
Transition of the Blue Box Program to full Extended Producer responsibility model	AMO recommends a full and immediate development of a transition plan for the Blue Box Program Plan to Full Extended producer responsibility	Some municipalities are delaying implementing capital and operational improvements due to uncertainty surrounding changes to the Waste Diversion Act. Many others must renew contracts which have long term implications. Providing as much direction as possible early on in the process will allow municipalities and recycling operators to make decisions on necessary infrastructure preparations for a smooth transition to a new system.

Appendix B – Fiscal Health Results and Infrastructure Deficit Map

Background

During the Provincial-Municipal Fiscal and Service Delivery Review the Fiscal Health Working Group was established to contribute to the development of a common fact base and a shared understanding regarding the financial health of Ontario's municipalities. The Group considered a number of indicators of municipal fiscal health and attempted to blend these into a single measure. The Group examined the fiscal characteristics of all single and lower tier municipalities in Ontario and compared the relative "fiscal health" of one to another.

Municipalities were then ranked them on a scale of good relative health to poor relative health.

The Group used municipal finance, budget data, and economic information to produce a list of 22 measures of financial health. They are the result of a consensus produced by municipal treasurers and finance experts.

Those 22 indicators are divided into five different categories:

- Property Taxes
- Assessment Base
- Municipal Costs
- Demographics
- Economic
- Financial

Each of the indicators are weighed based on their importance to produce a single numeric measure (or score). Combined, these produced a single numeric ranking on a scale of 1-10 of good (1) to poor (10) relative fiscal health.

Significance

The work of the group represented a serious first attempt to determine the fiscal condition of municipalities. For a long time the province has wondered just how financially healthy Ontario's municipalities were.

It is further proof that every municipality is different. Every municipality has been dealt a different fiscal hand. Some elements are within council's control, some are within the province's control, and some are uncontrollable influences on our communities. As a sector, these indicators can help us understand our differences better.

Finally, it provides a snapshot in time from which to measure future changes. The indicators can inform the success or failure of provincial policies or programs, like the OMPF. Further refinements and comparisons with other jurisdictions will improve the indicators. Below are regional summaries of what the indicators showed.

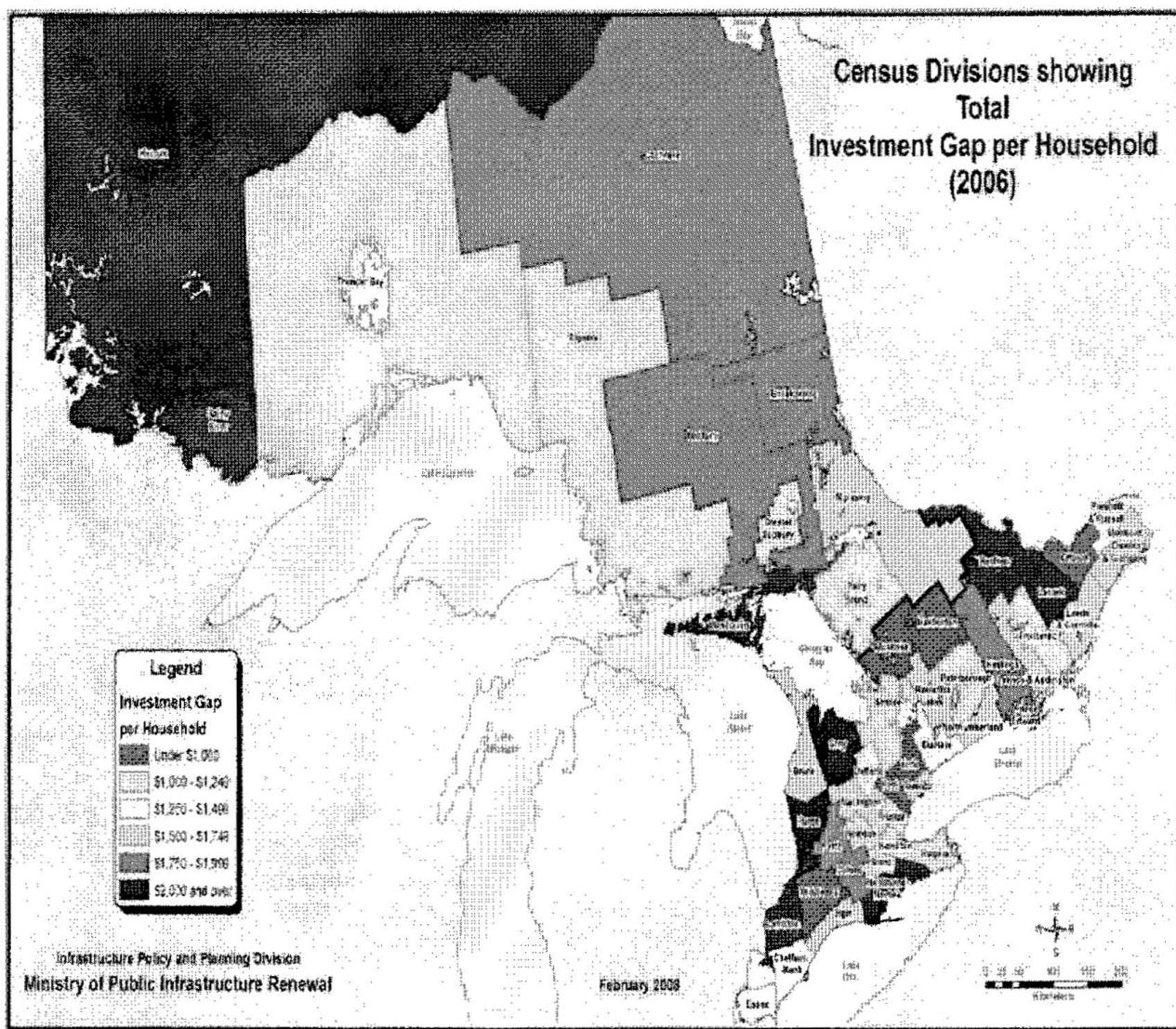
(1-10, low value equals relative good fiscal health, high value equals relative poor fiscal health)

	Central	Eastern	GTA*	Toronto	North	Southwest
Overall	4	6	3	7	7	5
Property Taxes	7	6	8	5	4	5
Assessment Base	3	6	2	3	8	5
Municipal Costs	4	6	5	9	7	4
Demographics	4	6	2	1	7	6
Economic	5	6	2	8	7	4
Financial	5	7	5	10	5	6

*GTA Results do not include the City of Toronto

Infrastructure Gap per Household

The Provincial-Municipal Fiscal and Service Delivery Review completed an extensive review of Ontario's infrastructure gap. Below are the results, more information is available at www.amo.on.ca under the Review section.



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February 04, 2010

ONTARIO MUNICIPAL Knowledge Network

Sharing information to improve services

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information
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- NEW LINKS – sites worth visiting and monitoring



2009 OMKN
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WHISTLER'S 2010 OLYMPICS TO SHOWCASE GREEN INNOVATIONS

The Resort Municipality of Whistler is seizing the opportunity to implement eco-friendly green innovations for the 2010 Winter Olympics. Through its "Delivering the Dream" Initiative, Whistler has been preparing not only to become a top rate Olympic Games host, but also to implement a strategic framework to ensure that Olympic activities are considered in the context of the long term environmental and economic sustainability of the municipality. Whistler is now assuming a leadership role as an innovator in green communities.

The Vancouver Olympic Organizing Committee for the 2010 Winter Games has been dedicated to recognizing and rewarding environmentally beneficial green innovations made by businesses and organizations at Olympics venues, to reduce any environmental impacts, while providing economic benefits. The Organizing Committee has developed its "Sustainability Star Award," where recipients are recognized for new or expanded innovations directly related to the Games, that produce a measureable result. Winners, so far, include the Whistler Athletes Village, which consists of a residential zone, an international zone, a transport mall, an

international zone, a transport mall, operations support area, a dining facility, retail space, a media centre, all home to over 2500 residents.

The Village was constructed under the Leadership in Energy and Environmental Design (LEED) System and is a prime example of green building. The BC Hydrogen Highway, a roadway between the Vancouver International Airport and the Olympic Village, demonstrates hydrogen and fuel cell technology development and its practical applications. In addition, Whistler is just one of seven Canadian communities to receive a Green City Award for leadership in sustainability initiatives related to livability, change, innovation, appearance and climate.



Whistler Athletes Village

NEWS

ALGONQUINS OF ONTARIO OPEN NEW CONSULTATION OFFICE

A new Consultation Office for the Algonquins of Ontario was officially opened on January 11 in Pembroke. The Ontario Algonquins, which represent people of Algonquin descent living in an area covering 9 million acres within the Ottawa and Mattawa River watersheds, are currently in negotiations with the Governments of Canada and Ontario on an outstanding land claim dating back to 1772. Negotiations are focused on reaching an Agreement in Principle (AIP) by 2011. The Algonquins have entered into a separate agreement with Canada and Ontario on consultation on proposed activities or projects in the Traditional Territory. These consultations are taking place apart from the land claim negotiations, on over 200 files. The new Consultation Office will support the Algonquins' work with government departments, ministries, agencies, local municipalities and businesses. Consultations matters such as new protocols for mining exploration and development activities on lands where aboriginal rights have been asserted, logging activities in Algonquin Provincial Park and the redevelopment of the Rockcliffe and Lansdowne Park sites in Ottawa.

SPOTLIGHT ON PARKS AND RECREATION REPORT

Promising Practices in Parks and Recreation

A broad array of practices was identified during this project. These have been identified in Section 3 of a recently completed report sponsored by PRO and OMKN. A small group of practices that had two general attributes was chosen for further investigation: potential replicability across the Province; and a sufficient number of examples to enable further consultation and identification of promising practices. Three types of practices were investigated in further detail through consultation with municipalities and collection of further data and information.



*Agreements with school boards:
includes various relationships developed

search

Welcome to the Ontario Municipal Knowledge Network

The Municipal Knowledge Network is a web-based resource for information about what municipalities across Ontario and beyond are doing to improve service delivery and provide better value to taxpayers.

Has your municipality found a better way to deliver a program or service?

- Are you interested in what others have done to tackle the challenges you face?
- Are you interested in learning more about successful practices that are being used by municipalities around the world?

The OMKN is a free service provided by the Association of Municipalities of Ontario and funded by the Ontario Government, through the Ministry of Municipal Affairs and Housing.





Algonquin Provincial Park

SPOTLIGHT ON AGE FRIENDLY COMMUNITIES

Within a decade, Canadian adults aged 65 and over will outnumber children under the age of 15. This projection poses challenges to governments at all levels and in all jurisdictions and to service providers, volunteers and caregivers as they examine ways to support the contributions of older people and pursue approaches to enhance their independence and quality of life. Age friendly communities enable people of all ages and capacities to live in secure, healthy environments and to participate fully in society. Outside of urban boundaries, about 20% of the senior population live in rural or remote areas and as more people retire and move from urban locations this number could rise.

Age friendly community components include outdoor spaces and buildings, transportation, housing and community support and health services which promote social inclusion and participation. Currently in place is a range of initiatives by the Federal, Provincial and Territorial governments, community forums, institutions, seniors' associations, health associations and the business community who are all working, often collaboratively, to advocate and develop plans for sustainable, healthy aging in Canada.



between municipalities and school boards to maximize the benefits and use of public infrastructure for the community, and to minimize the operational costs of maintaining the public infrastructure.

- **Community engagement** - leveraging volunteer time and resources. Includes various ways by which municipalities have supported and encouraged community volunteers and groups to develop and deliver community programs and enhance community quality of life

- **Community facility partnerships:** Includes innovative formal relationships between a community organization and a municipality for the sponsorship, development and/or ongoing operations of specific facility infrastructure.

Specific communities are likely to exhibit different experiences in aging based on their history, cultural diversity, their built environment and accessibility. Municipalities have a critical role in generating awareness and tackling the challenges to ensure the success of their age friendly communities. The following links provide valuable information and support to municipalities in pursuing the challenges of serving our aging population fairly and with dignity.



Useful Links:

- Ontario Seniors' Secretariat
- Murray Alzheimer Research and Education Program of U Waterloo, Age-Friendly Communities tool
- Canadian Urban Institute, Grey Tsunami Report
- A Call to Action: Planning for Age-Friendly Communities, Ontario Professional Planners Institute

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Blue Box Program

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[Info for Stewards](#)
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[E&E Fund/CIP](#)
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Three Year Blue Box Recycler Training Program Project (E&E Fund Project #341)



Ontario Blue Box Recycler Training

The **Fundamental Principles in Recycling Planning** core training covers all aspects of municipal blue box recycling and the specialized courses provide in-depth training on:

- Contract Management
- Promotion and Education
- Markets and Marketing, and
- Data Management.

Participants who complete a course and meet the 70% pass mark requirement for the exam, or assignment in the case of the specialized courses, will receive a certificate of completion.

The course curriculum was developed by Stantec and the Municipal Waste Association (MWA) in cooperation with municipal staff across Ontario, industry people, training experts and representatives from colleges and key recycling organizations.

Upcoming Courses

- Markets and Marketing
 - Pilot (pre-requisites are waived)
 - February 23 and 24, 2010
 - Orangeville, Ontario (Hockley Valley)
- Fundamental Principles in Recycling Planning
 - Core course: no pre-requisites
 - March 1 to 5, 2010
 - Barrie, Ontario (Georgian College)
- Data Management
 - Pilot (pre-requisites are waived)
 - March 23 and 24, 2010
 - Orangeville, Ontario (Hockley Valley)

[Register Now](#)

Course Descriptions

Fundamental Principles in Recycling Planning

This five-day Fundamental Principles in Recycling Planning course is designed to provide learners with knowledge and information to make key decisions related to planning, operating and implementing a municipal Blue Box recycling program.

- **Module 1**—Recycling Program Planning
- **Module 2**—Markets
- **Module 3**—Processing
- **Module 4**—Collection
- **Module 5**—Promotion and Education
- **Module 6**—Policies
- **Module 7**—Measure & Monitor

- **Module 8—Present Your Program Plan**

**The Fundamental Principles course is a pre-requisite
for the specialized training classes below.**

Promotion and Education (P&E)

The two-day P&E course provides hands-on training for participants to plan and put in place effective recycling P&E for their recycling programs. Under the guidance of the trainers, each participant will begin to develop a P&E plan for their recycling program and completed plans will be required to be submitted to the training faculty within three months of finishing the in-class training.

- **Module 1:** Purpose and Impact
- **Module 2:** Communications Plan Components and Creation
- **Module 3:** Messaging and Tools
- **Module 4:** Budgeting and Evaluation
- **Module 5:** Planning and Presenting the Plan

Pre-requisite: Fundamental Principles in Recycling Planning

Contract Management

Participants taking this two-day course will be provided with information and insights on improving the management of Blue Box recycling contracts. Rather than focusing on writing new contracts, this course focuses on the essential skill of properly managing established contracts in order to increase the efficiency and effectiveness of blue box recycling programs. Participants will have a chance to learn how to assess and strengthen their own Blue Box contracts and apply this knowledge to other contracts.

- **Module 1:** Introduction
- **Module 2:** Assess General Contract Provisions
- **Module 3:** Manage (Measure and Monitor)
- **Module 4:** Problem Solving

Pre-requisite: Fundamental Principles in Recycling Planning

Markets and Marketing

This 2-day training course will provide learners with an opportunity to evaluate their marketing approach and explore opportunities for improvement. It will provide a deeper understanding of marketing that goes beyond the theory presented in the Fundamental Principles course to the realities of marketing, including marketing best practices (policies and procedures), market trends, contract management, marketing challenges (e.g. quality issues) and opportunities for optimization throughout the process.

- **Module 1:** The Basics
- **Module 2:** Choosing a Market
- **Module 3:** Managing & Measuring Performance
- **Module 4:** Responsibility for Marketing

Pre-requisite: Fundamental Principles in Recycling Planning

Data Management

The goal of this two-day training program is to provide learners with an opportunity to acquire knowledge and skills relating to how to effectively collect and analyze data in support of recycling program management. In addition, learners will have opportunities to apply and

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demonstrate their knowledge through the development of a personalized list of key data management improvement actions for their recycling programs.

- **Module 1** ~ Introduction: Why Data Management
- **Module 2** ~ Data Collection
- **Module 3** ~ Data Analysis
- **Module 4** ~ Your Personal Data Management Action List

Pre-requisite: Fundamental Principles in Recycling Planning

Project Background

The Stewardship Ontario Blue Box Recycler Training Program Project was launched in April, 2008 in response to findings in The Blue Box Program Enhancement & Best Practices Assessment Project report prepared by KPMG in 2007 (E&E Fund Project 226) that identified staff training as a best practice and the 3 Year Blue Box Recycler Training Strategy & Implementation Plan (2007) "needs study" (E&E Fund Project 311) which confirmed there was an interest in municipal blue box specific training.

The program has a budget of \$1.8 million over three years (funded through the E&E Fund program) and aims to improve the efficiency and effectiveness of the Blue Box programs by providing core training for 200 municipal staff across Ontario and specializing training for another 140 individuals.

Recycler Training Project Updates

- June 17, 2008 ORW Presentation – Recycler Training update starts on slide 133
- December 4, 2008 ORW Presentation – Recycler Training update starts on slide 94
- June 11, 2009 ORW Presentation – Recycler Training update starts on slide 135
- December 4, 2009 ORW Presentation – Recycler Training update starts on slide 108



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TOWNSHIP OF SOUTH STORMONT

4949 County Road No. 14
P.O. Box 340
Ingleside, ON K0C 1M0
Phone: (613) 537-2362
Fax: (613) 537-8113
Email: info@southstormont.ca

January 18, 2010

To: All Municipalities in Ontario
Re: Support Request

The Council of the Township of South Stormont passed the following resolution on January 13, 2010; your support would be appreciated. Please contact the Township of South Stormont at the address above for further details concerning this motion and we look forward to receiving your anticipated support.

Resolution #010/2010

Moved by: **Councillor Tammy Hart**
Seconded by: **Councillor Cindy Woods**

Whereas Council has reviewed the position taken by:

1. The Township of Essa as outlined in Resolution No. C222-2009; and
2. The Township of Mulmur as described in correspondence to Hon. David Ramsey in November, 2007 and Hon. Donna Cansfield in November, 2009 with regards to the accountability of Conservation Authorities;

And whereas courts have held that fees cannot and should not raise more than 100 per cent of the reasonable cost to provide the service. This principal is presented in the Building Code Act of Ontario;

And whereas it is the opinion of Council that the roles, responsibilities and authority provided to Conservation Authorities do not have mechanisms in place to ensure appropriate use of public funds and elimination of duplication and accountability measures are adhered to.

Now therefore be it resolved that Council supports the positions taken by the Township of Essa and the Township of Mulmur, as attached, and further, strongly encourages the Province of Ontario to conduct a review of the Conservation Authority mandate, responsibilities and allowable cost recovery methods.

Further be it resolved that Council circulate this motion to MNR, MMAH, OMAFRA, DFO, AMO, AMCTO, OBOA, our local MP and MPP and all Ontario Municipalities for their support and endorsement.

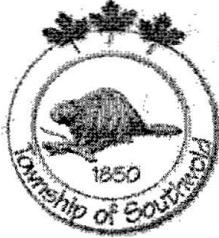
Carried.

Yours truly,

Betty de Haan, CMO
CAO/Clerk

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TOWNSHIP OF SOUTHWOLD

5b)

OFFICE OF THE CLERK

35663 Fingal Line
Fingal, ON N0L 1K0

Phone: (519) 769-2010
Fax: (519) 769-2837

Email: dmcleod@twp.southwold.on.ca

RESOLUTION OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD JANUARY 25, 2010

To All Ontario Municipalities:

Please find a copy of the resolution adopted by the Township of Southwold Council at its January 25th, 2010 session. We request your support on this very important issue.

"WHEREAS the Province of Ontario has not enacted legislation to regulate, monitor or license the care and control of dangerous exotic animals in captivity which may risk public health and safety; and,

WHEREAS the Township of Southwold did pass a local municipal by-law in 2004 to regulate the keeping of exotic animals within the Township for the protection of the public; and,

WHEREAS for reasons expressed in a judgment rendered in 2006, the Ontario Court of Justice quashed the said by-law, which reasons included but were not limited to the impact of the by-law upon individual and property rights; and,

WHEREAS it is understood that a patchwork network of municipal by-laws attempting to regulate the care and control of exotic animals does exist in Ontario remain largely untested and unproved; and,

WHEREAS there appears that there is no guarantee that the existing municipal by-laws will prevail if challenged in a court of law; and,

WHEREAS notwithstanding prohibitions against possession of exotic animals contained in the aforementioned by-laws, it appears that owners of exotic animals may move from one community to another, never having to register potentially dangerous animals; and,

WHEREAS there appears to be no uniform provincial approach to address many of the health, public safety, animal welfare, and environmental issues presented by the exotic species pet trade which has increased within the Province of Ontario over the last 20 years as a result of, among other things, captive breeding techniques and marketing tools such as the internet;

THEREFORE BE IT RESOLVED THAT given the recent and tragic death resulting from a Tiger attack and the tremendous potential for other life threatening situations to occur across the province, and the uncertainty and efficacy of existing and diverse municipal by-laws across Ontario, the Premier of Ontario be strongly encouraged to develop comprehensive legislation regulating the exotic animal industry in order to guarantee the fair and consistent application of policy throughout Ontario for the safety of Ontario's citizenry and the exotic animal population;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to, the Premier of Ontario, the Ministry of Natural Resources, the Ministry of Community Safety and Correctional Services, Steve Peters, MPP, AMO, and the Township of Southwold."

Carried.

Sincerely,

Donna Ethier, CAO/Clerk



OFFICE OF THE MAYOR

Mr. Kevin Eccles
402813 Grey Road 4, RR 2
Durham, ON N0G 1R0

Telephone: 519-369-2200
Facsimile: 519-369-5962
Email: keccles@greycounty.ca

January 13, 2010

TO:

All Provincial Ministers
All Members of Provincial Parliament
Local Members of Parliament
Area (Grey and Bruce Counties) Member of Parliament

All Municipalities within Grey and Bruce Counties
Grey County and Bruce County

All Ontario Municipalities

As Mayor of the Municipality of West Grey, on behalf of the Council and citizens of West Grey, I am calling upon the Province of Ontario to place an indefinite moratorium on industrial wind turbines in the Municipality of West Grey and other Ontario municipalities.

The Council of the Municipality of West Grey, as its meeting held on January 11, 2010 passed the attached resolution regarding industrial wind turbines and is seeking all Provincial Ministers, MPP's, local and area MP's and all Ontario municipalities, including Grey and Bruce Counties to support this resolution.

Yours truly

ORIGINAL SIGNED BY MAYOR KEVIN ECCLES

Kevin Eccles
Mayor
Municipality of West Grey

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Corporation of the Municipality of West Grey

402813 Grey Road #4, R.R.#2, Durham, Ontario N0G 1R0

*Christine Robinson, CAO/Clerk
Mark Turner, Deputy Clerk
Ken Gould, Public Works Manager*

*Kerri Mighton, Treasurer/Deputy Tax Collector
Sharon Hinds, Tax Collector/Deputy Treasurer
Brian Marcell, CBO/By-Law Enforcement/Property Standards*

*Tel: 519-369-2200
Fax: 1-519-5962
Toll Free: 1-800-538-9647
E-Mail: info@westgrey.com*

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

AND WHEREAS the Council of the Municipality of West Grey has concern over the *Green Energy and Green Economy Act* in relation to its application to industrial wind turbines;

AND WHEREAS there is evidence that the *Act* has created incentives for one group of residents to profit at the expense of others, the *Act* does not acknowledge infringement on the rights of property owners who have not leased their land for industrial wind turbine development, and thereby receive no compensation despite the reduced value and enjoyment of their land;

AND WHEREAS there is also evidence of reduction in property values in areas currently with industrial wind turbines or in broad geographical areas where industrial wind turbines are being considered;

AND WHEREAS these issues will bring about a reduction of assessment to any municipality within these areas which would have a deleterious effect on the tax base of affected municipalities;

AND WHEREAS the Council of the Municipality of West Grey is dissatisfied with the Province of Ontario removing industrial wind turbine approvals and overall decision making approvals from the Municipal Governments;

AND WHEREAS the Council of the Municipality of West Grey is dissatisfied with regulations imposed by the Province of Ontario on the erection and operation of industrial wind turbines with respect to land use planning and the impact on building economically viable and sustainable communities;

AND WHEREAS the Council of the Municipality of West Grey is concerned with the overall adverse health effects that would be imposed on people in this community due to industrial wind turbines;

AND WHEREAS the potential health effects is proving to be destructive and divisive to the social and cultural fabric of our rural urban community;

AND WHEREAS other Ontario municipalities have passed resolutions articulating concern with the health effects and other issues associated with industrial wind turbines;

AND WHEREAS the Council of the Municipality of West Grey requires validated reports and studies regarding the total impact and projected future impacts of industrial wind turbines on our rural urban community;

AND WHEREAS the Council of the Municipality of West Grey raises the issue that there are enough industrial wind turbines erected and operating in the Province of Ontario at this time that should be studied for overall economic, social and cultural impact on rural urban communities, the people of the rural urban communities, the environment, wildlife, livestock and domestic animals;

AND WHEREAS these necessary Province of Ontario reports and studies should be provided to the Ontario Municipal and County Governments;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of West Grey request the Province of Ontario to place an indefinite moratorium on industrial wind turbines in the Municipality of West Grey and other Ontario municipalities in order for the Province of Ontario to commission a third-party study regarding the health, safety and well-being of persons, and the protection of persons and property, including consumer protection of persons;

AND FURTHER that the Council of the Municipality of West Grey request that the moratorium on industrial wind turbines remain in place until the Council of the Municipality of West Grey is satisfied that the health, safety and well-being of persons of the Municipality of West Grey and the protection of persons and property, including consumer protection of persons of the Municipality of West Grey is satisfied;

AND FURTHER that the Council of the Municipality of West Grey call upon the Province of Ontario to consider the issues raised by the Municipality of West Grey and other Ontario municipalities and to consider alternative approaches to address the issues created by industrial wind turbines;

AND FURTHER that this resolution be circulated to all municipalities within Grey and Bruce Counties, including Grey County and Bruce County, requesting their support and that this resolution be forwarded to AMO for circulation to all municipalities in Ontario also requesting support of this resolution;

AND FURTHER that this resolution be circulated to all Provincial Ministers and MPP's, and the local and area MP's.

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Ministry of Labour

Office of the Minister

Ministère du Travail

Bureau du ministre

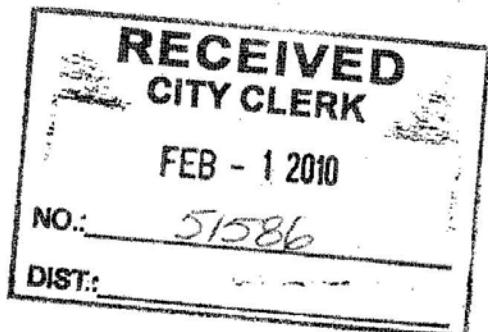


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JAN 27 2010

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



Dear Ms. Irving:

Thank you for your letter in support of the City of Greater Sudbury's resolution for a proposed Workplace Fatalities Family Bill of Rights.

I respect the desire of families of workers who have lost their lives to workplace injuries to receive timely information about the circumstances of those incidents. The Ministry of Labour is very sympathetic to the pain that follows the loss of a family member to a workplace fatality. We also believe it is important to have an open dialogue with family members to improve our policy and procedures.

That is why we have updated our protocol to inform families, as much as possible, about the investigation into their family member's death. In 2006 the ministry introduced the Fatalities and Immediate Response (FAIR) program in partnership with the Workplace Safety and Insurance Board, Threads of Life, and the Office of the Worker Adviser. This program exists to provide timely and comprehensive assistance to survivors following a traumatic workplace fatality. It also keeps families of deceased workers informed, in general terms, of the progress of the ministry's investigation. FAIR partners meet regularly to discuss the program and determine what revisions may be needed.

As you may be aware, Mrs. Faye Campeau and her family have helped develop the proposal your municipality supports for a Workplace Fatalities Family Bill of Rights. I have had the opportunity to meet with Mrs. Campeau to learn about the devastating impact she has suffered in losing her husband Raymond to a workplace accident. The Ministry of Labour understands that her family, and other families, want to know what happened to their family members, and that they want to help prevent a similar tragedy from happening to another worker. At the same time, the ministry has to ensure that any information disclosed does not jeopardize a Ministry of Labour investigation.

- 2 -

Because of Mrs. Campeau's feedback and recommendations from other families, ministry staff and I have reviewed ministry policy and procedures for the FAIR program. Changes have been made to FAIR so that families are provided with as much information as possible without jeopardizing the ministry's investigation and any prosecution. Under the *Occupational Health and Safety Act*, ministry staff may communicate details to the family only when that will not jeopardize the investigation of a workplace fatality.

As well, the ministry has created a FAIR brochure to provide to families immediately following a workplace tragedy. This brochure explains the roles of individuals involved, and provides contact information for additional resources. Additionally, family members are encouraged to designate a representative to act on their behalf in their dealings with the ministry. When an investigation or prosecution is complete, the ministry manager handling the case will be available to the family to discuss the matter, and to provide a copy of the investigation report to the family.

I am confident that these changes to the FAIR protocol will improve support to families and further ensure that the family is kept updated and informed in a consistent, transparent and timely manner. The ministry will continue to listen to families of workers who have lost their lives, and to review and update FAIR protocol.

I have enclosed an article from the *Sudbury Star* which outlines the work of Mrs. Campeau, the Workplace Fatalities Family Bill of Rights Committee, and the FAIR partners.

Thank you again for keeping me informed about your municipality's work and support of Ontario's injured workers and their families.

Sincerely,



Peter Fonseca
Minister

Enclosure

THE SUDBURY STAR

Your news. Today.

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ACCENT: Advocacy for victims of workplace fatalities; Bill of rights honours fallen Ontario workers

Updated 1 month ago

It's the worst nightmare for anyone with a loved one who works in industry.

The solemn phone call informing the household a loved one has been killed on the job or died shortly after in hospital following a serious workplace accident, is a life-changing event that will impact survivors for years, if not decades.

For Faye Campeau, that day was May 25, 2006.

Her husband, Ray, 47, was a mechanic employed by

Dynatec Corp., which was sinking a shaft for FNX Mining Company Inc. at the new Podolsky Mine near Capreol.

Ray was repairing a winch when the accident occurred 700 metres below surface. He was struck by metal projectiles that caused massive injuries to his legs. He likely suffered a fatal loss of blood before paramedics reached the remote site.

The accident occurred when a faulty winch brake in the mine shaft failed to hold a 15,500-pound drill that crashed onto a work platform.

It was the drill slamming onto the platform's floor that caused the structure to shake violently and a tool or piece of equipment struck a spinning gear in the winch drive system. The gear exploded, launching projectiles across the work area.

A Ministry of Labour investigation subsequently determined the jumbo drill had not been independently secured in the mine shaft before the repair job began on the winch.

For Faye, losing her husband was bad enough, but her frustration in the spring of this year that not one of the 16 recommendations from the 2008 coroner's inquest into Ray's accident had not been acted on by the provincial government reached a boiling point.

Faye last talked to her husband briefly during the lunch hour that day.

"Hi, beautiful," he said in a telephone call. "I just called to say I love you ... I gotta go."

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THE SUDBURY STAR

Your news. Today.

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ACCENT (continued): Turning grief into action

CONTINUED: Accent

Updated 1 month ago

Convinced of the need to lobby to change the existing system, Faye helped form the Workplace Fatalities Family Bill of Rights Committee.

Working with Gerry Lougheed Jr., Faye lined up some big names for the committee, including John Fera, president of Local 6500 of the United Steelworkers, and Bonnie Heffern, whose husband died in a workplace accident at Inco in 2001.

The committee began pushing for a "Bill of Rights" for affected families, the goal being the release of more information from investigations into accidents.

"I didn't have to do this committee, but I did it because I had to move on and for the next guy," she said, in an interview. "And, there will be a next guy ... I was not a victim that was just going to sit back."

"I was angry that this happened to my husband. I was just so upset. I think the only way I could move along in my life was it gave me a purpose. It channelled my anger."

A public meeting at Tom Davies Square in May attracted 100 people. Faye said the committee knew "there was a lack of information provided to widows and survivors. We (the Campeau family) didn't get any information. I learned, as everyone else learned, at the inquest what actually happened."

Faye said on the day of her husband's death and in the days that followed, she had contact with Workplace Safety and Insurance Board staff "to provide grief counsellors, I guess, and to tell me what I was entitled to in terms of WSIB benefits."

The other call she took was from Ray's employer, Dynatec.

"They tried to come and pick me up," recalled Faye. "I said no. When they told me there was an accident, I knew that if there was an accident, it was not a small accident. It's in the mining industry. It would be a big accident."

"I knew in my heart something had gone terribly wrong."

Faye did not accept WSIB benefits right away. She was afraid what rights she might have to give up to get them.

"That was the very reason for our committee," she explained. "There was no information provided (for me). I didn't want to sign. I wanted to know what my options were ..."

"That was our biggest concern: to get it out there. We want families and survivors to know there are options, as well. It doesn't hit you when it happens right away. When you come out of the fog, everyday life doesn't stop. Bills still have to be paid. The kids still have to be taken care of."

Faye said her children, Kevin, then 15, and Jamie, then 18, took the news hard.

"Our hearts just stopped," she said. "They didn't sleep. They didn't eat. It's hard to face the world when something like this happens. All you do is cry ... They miss their dad. We talk about it all the time."

An initial meeting June 10 at Queen's Park with Peter Fonesca, assistant deputy Minister of Labour, Sudbury MPP Rick Bartolucci and other government officials, gave Faye the chance to tell her story and to talk about the

proposed Bill of Rights.

On Aug. 13, a second meeting was held at the minister of Labour's office. Faye reiterated that despite the province's best intentions with its Fatalities Immediate Response team program, things still needed to be improved. The FAIR program is an ongoing joint venture between the ministry, the Workplace Safety and Insurance Board, Office of the Worker Advisor, and the Threads of Life organization (The Association for Workplace Tragedy Family Support).

Threads of Life is a non-profit organization dedicated to supporting families affected by a workplace fatality, life-altering injury or occupational disease.

In September, the committee learned its lobbying efforts had been effective. The ministry informed Faye its policies and procedures would be revised to address the committee's concerns, starting with the developing of new brochures.

A total of seven changes will be made. They include:

- * The ministry's FAIR program will now release information to families about a ministry investigation where no charges are being laid. Families won't have to file a Freedom of Information request to get such information.
- * If charges are laid, the families will be given any information that will not jeopardize the ministry's actions in civil court, and they will be fully informed of those charges and any applicable court dates.
- * In addition, families can now appoint a representative on their behalf in any dealings with the ministry, and the ministry will be open to tips regarding the fatality from families and other sources.

"As a result of my meeting with Peter Fonesca of the Ministry of Labour, Rick Bartolucci, along with Threads of Life people, FAIR people, WSIB people, we all came together and we all realized there was a need for information," said Faye. "They had to come up with something in order to provide the families with information."

Faye said the news in September that changes were coming felt fantastic.

"You don't necessarily have to change legislation that could take four, five years to do," she said. "Sometimes, the best way, as a result of the way we approached things by forming a committee, approaching ministers and sitting down and talking with these people ... was to just do that."

In fact, Faye added, a new Ministry of Labour website link went up Sept. 11 informing people about how to access more information about their options.

"This is probably the best way for people to get information right away," she said. "Not only do you want to know what happened to your loved one, but it also gives you options ..."

"I feel, as a committee, we have done our job. Widows and survivors are now going to get information from the Ministry of Labour. We took the first steps. Now, the families are going to get the information, all the information they can possibly receive from the Ministry of Labour."

Campeau said Gerry Lougheed Jr. played a big role. Inspired by a speech Lougheed Jr. gave at the 2008 Day of Mourning ceremonies, Campeau approached him at a bereavement meeting for widows and other survivors in December. When asked how to pursue change, Lougheed told Campeau she would need to form a committee.

"When he said he would cochair with me, not only had he been hit by this time and time again, tragedy after tragedy after tragedy, but he said 'you wouldn't believe the people who come back to the funeral home and ask 'just what happened here? What do I do? Where do I go? Where do I get information?' I was the first one that brought a package to him," said Faye.

Lougheed said he had no hesitation in helping Campeau.

"I have always believed the individual can make a difference," he said. "If we, as a community, can become a critical mass, we can get something done."

The Sudbury Star

Lougheed said it was great to see the committee get results in such a short time. He puts that down to Campeau making two strong presentations to government officials and outlining what the problems were, having the backing of a solid committee and enjoying strong community support.

"I think (officials) realized there had been a breakdown of the system," he said. "I think that the intent was already in the law, but it needed to be defined."

Bartolucci, who is also the minister of Community Safety and Correctional Services, helped to set up the Toronto meetings. In an interview, he described Faye as a "very warm, caring individual. She is a compassionate individual, but she is a very focused individual."

Bartolucci said changes in the way survivors get information were coming, but Faye and her committee made things happen sooner.

"This is a perfect example of how a positive change is affected," he said. "Because of Faye's personal experiences, all she wanted was better and more faster access to information. It was slowly happening, but in a very different way."

"Through the committee's and Faye's involvement, great strides were made."

Bonnie Heffern, who lost her husband Gord, 46, to injuries he received July 27, 2001, when an oxygen pipeline valve he was working on at Inco's Copper Cliff Nickel Refinery exploded, said the changes will make a difference.

"Fortunately, I was in a different position than Faye," she said. "I was given more information than I could possibly want. They (Inco) brought me to the site of the accident. (But) for (Faye), this is really, really great, and for the people who are going to come up in the future. If you are not dealing with a big company, this is good."

Fera praised Campeau's drive and energy.

"All of us in the mining business, sometimes there are accidents and deaths," he said. "Sometimes, we don't see what the families see in terms of a lack of information."

"We (union) always get information for our health and safety committees, but we don't see what the families are missing. That's why this turned out so good, not only for Faye and her family, but for us."

"Sometimes, you need somebody new to come in and show you what you are not doing good or can do better."

In May 2008, the Campeau family (Faye, two children and Ray's three siblings) filed a \$4.1-million lawsuit in a Toronto-area court. The defendants are Dynatec, FNX, Sheritt International Corporation (the winch manufacturer), Wintech International Inc., Standard Life Assurance Company of Canada and an engineer employed by Dynatec identified by the initials S. K. who is being named as the engineer who prepared drawings for the work platform and winch used the day Ray died.

The Campeau family alleges Ray's death was caused, at least in part, by the defendants' negligence, breach of duty, breach of contract and breach of the Occupier's Liability Act.

The lawsuit alleges the Campeau family is owed insurance payouts above the amount already paid by the insurer.

The lawsuit is before the courts. Faye said she cannot talk about the lawsuit, but said it is still in the early stages.

More than three years after the fatal accident, Faye said she is still having trouble coping with the loss of her husband.

"Even to this day, I'm doing OK," she said. "(But) if somebody hugs me, I cry at the drop of a hat. That's how we are. My kids know when I'm upset. Just talking about it, I get teary-eyed. It's so shocking, so devastating and so final. Every day, I wait for him to come up the stairs 'thump, thump, thump'."

"But he's not coming. And after you get over the shock and disbelief, you have to go through the process. What

do I do now?"

hcarmichael@thesudburystar.com

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2009 12 07 Council meeting minutes
Clerk's department

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.

f help s thing



INE SOMMERFELD

ined that stopping on dark highway would hicle a sitting target, out would dangerously odds of being struck vehicle.

more sense to get ergency vehicles to the warning lights and per- could ascertain if any parts of the car were e time being, they were their car.

er gave the 911 operator on of the vehicle. As I e relayed the direction swelling, the highway e lane the car had left, r the sedan was from it. She then patched gh to the local police. im repeat the informa- we prepared to leave the ride it out.

else had called," he told his head.

other cars only had a er in them, it wouldn't safe to call," I told him. ds-free isn't safe in those s. We could call because I e to stop driving to do it." the sedan had called for selves, it turned out, but e of their precise where- hile technology is rapidly g situations like this, it good reminder to stay gerous situations, con- on what you're doing, and red for the worst.

Sommerfeld's column appears in Wheels and Mondays in Living section.
www.ainonline.ca

The greening of the Soo

Formerly down-and-out city is now a leader in renewable energy out for a piece of EV action

SAULT STE. MARIE

The Soo is generally viewed — at least from those in Ontario's deep south — as a dull, depressed little city.

It's best known for an aging steel mill that has forever seemed to be in bankruptcy, or on the verge.

So I was surprised a while back to get a call from long-time Soo city councillor and former mayor Steve Butland, who wanted to know whether the community could get in on the electric-vehicle action.

This week, I ventured north to have a look and offer what information I could. The visit was an eye-opener: Not only is the steel mill doing reasonably well, under owners from India, but the city has enough solar, wind, biomass and other renewable power projects on the go to call itself the Alternative Energy Capital of North America. That puts it in a growing queue of cities, including Toronto, claiming to be a green "best."

But with so much else going on up in the Soo, what's the appeal of electric cars?

They might bring jobs, although Canada — no surprise — is letting that boat steam away. Magna International, working with Ford, will make parts for some electric cars, but most of the vehicle and battery manufacturing will happen in Asia, Europe or the United States. But there might be work making charging stations, adapting the computer software that will manage them, or handling their installation and maintenance. Local people might also get involved in adjusting the electricity grid to cope with the new demands.

It's speculative, and likely a long shot. The main hope, though, appears to be that the arrival of electric vehicles would let a city promote itself as green and innovative,



TORONTO STAR FILE PHOTO

Former Ontario energy minister George Smitherman at the massive Brookfield wind farm near Sault Ste. Marie. Locals hope the abundant green energy will help grow a green automobile industry here.



PETER GORRIE

Green Wheels

which would in turn attract jobs in other high-tech industries.

Vancouver is getting good mileage out of a deal with Nissan in which the company agreed to bring in a few of its all-electric Leaf sedans next year if the city installs charging stations. About 40 American cities have done the same.

Mitsubishi Canada recently announced a deal with Quebec under which it will test up to 50 of its electric i-Miev cars in the Montreal suburb of Boucherville, starting this fall, to see how they fare in cold, real-world conditions.

Boucherville's mayor, Jean Martel, was clear about the motivation. "We are very focused to the environment and we would like to attract new types of industries which are specialized in new technologies that are environmentally clean."

The Soo is no different. It has

much to offer: a university, manufacturing capability, a skilled and stable workforce, Great Lakes access and lots of electricity. But cars would be a bright flag to wave.

This isn't a one-way street. Companies want their electric cars and gear out in the world to show how they work and get the public accustomed. That's why, while most early cars go to government or business fleets for practical evaluation, celebrities get some to generate publicity.

The Soo has a major advantage: Its renewable energy would be an advertising bonus for companies that make cars and charging stations. After all, batteries offer few environmental benefits if they consume electricity generated by burning coal or oil.

It would also evaluate the cars' utility in small cities, where many North Americans live.

Electric vehicles might do well in these demonstrations. Consumers might want to buy them. Or not.

In either case, people in the Soo realize this is a flag worth pursuing. It all comes down to our relationship with cars. Electric or otherwise, they still capture our imaginations like almost nothing else.

peter.gorrie@sympatico.ca

5(e)

Joseph M. Fratesi, B.A., J.D. (LL.B.)
Chief Administrative Officer



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2010 02 08

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Madison Zuppa – Engineering & Planning**
Dollars to Sense Workshop
March, 2009
Thunder Bay, ON
Estimated total cost to the City - \$ 1,615.33
Estimated net cost to the City - \$ 1,615.33

2. **Ron Mancuso – Engineering & Planning – Building Division**
Part 3 – Large Buildings, Health and Safety
March, 2009
Woodbridge, ON
Estimated total cost to the City - \$ 1,971.00
Estimated net cost to the City - \$ 1,971.00

3. **Don Maki – Engineering & Planning – Building Division**
Ontario Building Officials Annual Meeting
October, 2010
Collingwood, ON
Estimated total cost to the City - \$ 1,564.93
Estimated net cost to the City - \$ 1,564.93

4. **Ron Mancuso – Engineering & Planning – Building Division**
OBOA Annual Meeting
October, 2010
Collingwood, ON
Estimated total cost to the City - \$ 1,244.93
Estimated net cost to the City - \$ 1,244.93

5. **Rod Fremlin – Fire Services**

Principles of Adult Learning

February, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

6. **Dave Peddle, Terry Barrett, Terry Schildroth – Fire Services**

Applied Admin./Supervision/Equipment Maintenance

February, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 675.00

Estimated net cost to the City - \$ 675.00

7. **Rod Fremlin – Fire Services**

Application of Adult Education Principles

February, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

8. **Brian Kozak – Fire Services**

Fire Prevention, Fire Inspection

March, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

9. **Jim Beach – Fire Services**

Public Education

March, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

10. **Dave Peddle, Terry Barrett – Fire Services**

Comprehensive Review Exam

March, 2010

Gravenhurst, ON

Estimated total cost to the City - \$ 225.00

Estimated net cost to the City - \$ 225.00

11. Len Smith – Engineering & Planning – Building Division

Northern Lights Chapter Meeting

February, 2010

Elliot Lake, ON

Estimated total cost to the City - \$ 116.00

Estimated net cost to the City - \$ 116.00

12. Larry Kennedy – Engineering & Planning – Building Division

Northern Lights Chapter Meeting

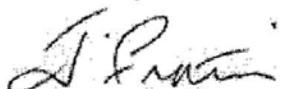
February, 2010

Elliot Lake, ON

Estimated total cost to the City - \$ 66.00

Estimated net cost to the City - \$ 66.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



5(f)

NEWS RELEASE
FOR IMMEDIATE RELEASE
2010 January 28

**AGREEMENT IN PRINCIPLE REACHED REGARDING
LONG TERM OPERATION OF SAULT STE. MARIE TO SUDBURY RAIL LINE**

(Sault Ste. Marie, ON) The Corporation of the City of Sault Ste. Marie is pleased to announce that a working committee, consisting of representatives from Essar Steel Algoma Inc., Domtar and the City of Sault Ste. Marie, have developed an Agreement in Principle with Huron Central Railway Inc. that outlines a framework for addressing the long term operation of the short line railway between Sault Ste. Marie and Sudbury.

This line was scheduled for closure in 2009 but with the assistance of the Federal and Provincial governments, the stakeholders were able to arrive at an interim agreement to keep the line operating until August 14, 2010.

The parties believe that by working with the Federal and Provincial governments and Canadian Pacific, the owner of this line, they can reach a final agreement that will ensure the sustainability of this rail line, which is of utmost importance to Northern Ontario.

-30-

For more information please contact:

Joseph M. Fratesi
Chief Administrative Officer
Phone: (705) 759-5347
E-mail: j.fratesi@cityssm.on.ca

Armando Plastino, CEO
Essar Steel Algoma
Phone: (705) 945-2501
Email: armando.plastino@essar.com

Mario Brault, President
Huron Central Railway Inc.
Phone: (514) 948-6995
Email: mbrault@gwrr.com

Domtar Representatives:

Michel Marcouiller, Sr. Manager
Corporate Communications
Phone: (514) 848-5555 (ext 85515)
Email: michel.marcouiller@domtar.com

Bonny Skene, Public Affairs Manager
Phone: (807) 223-9035
Email: bonny.skene@domtar.com

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

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

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2010 01 27

The Honourable John Baird
Minister of Transport, Infrastructure and Communities
Tower C – 330 Sparks Street
Ottawa, ON K1A 0N5

The Honourable Brad Duguid
Ontario Minister of Energy and Infrastructure
Hearst Block – Fourth Floor
900 Bay Street
Toronto, ON M7A 2E1

Re: Short Line Railway from Sault Ste. Marie to Sudbury

Dear Ministers:

The future of the 288 km. railway providing freight service between Sault Ste. Marie and Sudbury has reached a critical decision point. The region's communities and industries that rely on this service need the one time financial support of Canada and Ontario in order for this service to continue on a sustainable, commercially viable basis. The negative economic, transportation, safety and environmental impacts resulting from the termination of this regional freight rail service would be extremely severe and would have consequences far beyond Northern Ontario.

Since 1997 the Huron Central Railway (HCR) has been operating this railway. Because of then existing rates and temporarily lower than expected traffic volumes, HCR was unable to undertake necessary infrastructure improvements. Consequently, the rail service and condition of the railway suffered. In mid-June of 2009, HCR announced the intent of its parent company, Genesee-Wyoming Inc. to discontinue HCR operations on the line. The intent was to cease its Sault Ste. Marie operations on August 15th with full closure of the line scheduled for October 2009. The owner of the line, Canadian Pacific (CP) indicated that it had no interest in operating the line and that if another operator could not be found, CP would implement steps to close the line.

In response to these announcements and subsequent discussions the affected communities and industries have been diligently working to address this problem. We have established a Stakeholder Group as well as a Working Group with representation from affected communities and industries directly affected by the threatened closure. With the help of the Federal and Provincial Governments, we were able to negotiate a one year agreement wherein the HCR will continue to operate the line until August 14, 2010. An essential component of the success of this agreement was financial support received from The Honourable Tony Clement, Federal Minister of Industry and The Honourable Michael Gravelle, Ontario Minister of Northern Development, Mines and Forestry for a total contribution of \$3 million in short term infrastructure funding as part of a financing package. The responsibility for the balance of this package is being assumed by the industrial and municipal partners. This one year arrangement is providing us with the time required to develop and implement a long term solution.

A permanent solution necessitates major capital repairs to the line at an estimated cost of \$33 million of which 90% is requested from the provincial and federal governments. The remaining 10% will be covered by the stakeholders. This funding is required for capital upgrades only. There is no request or expectation from government for operational funding. As a first step in addressing this infrastructure requirement and as directed by Minister Clement in his August 12, 2009 letter, on August 18th 2009 the HCR in collaboration with the stakeholders submitted a funding proposal to the Infrastructure Stimulus Fund for a total amount of \$12.012 million. The balance of the capital (\$20,988,000) was been addressed by HCR through an October application to the Build Canada Fund Major Infrastructure Component (BCF-MIC). These improvements will provide an essential contribution towards the sustainability and long term safety and efficiency of the rail line. The net result will be major economic, social and environmental benefits for all stakeholders including the Provincial and Federal governments. These direct benefits include:

- Preserves 45 direct and 100 indirect jobs from related and dependent industries;
- Creates numerous short term jobs during the construction phase;
- Creates and/or protects thousands of direct and indirect jobs associated with existing and proposed industries including ensuring the sustainability and future growth of Essar Steel Algoma, Domtar Espanola, numerous smaller customers and a number of planned initiatives
- Provides direct rail access to at least 26 communities and First Nations and indirect rail access to numerous other North Eastern Ontario communities.
- Improves safety on the existing line by ensuring a sound and sustainable rail line, hence resulting in a safer and more timely service

Alignment with Government Initiatives

- This project is aligned with the Province of Ontario direction in that strengthening northern Ontario's transportation infrastructure is critical for connecting and strengthening northern Ontario communities;
- Investing in long term strategic regional infrastructure, such as short line rail is included in the Plan of Action for the proposed Growth Plan for Northern Ontario;
- The project is also aligned with:
 - The Mining and Aggregate Resources Acts as they both relate to the processing and transportation of minerals and aggregates and the proposed Far North Act and potential mineral exploration and development initiatives as they pertain to the establishment of transportation networks and linkages in support of mining development
 - The Green Energy Act as it relates to energy efficient industrial opportunities. If the HCR line is discontinued it is anticipated that an **annual increase of 40,000 truckloads on the highways between Sault Ste. Marie and Sudbury** will be required to support the existing industries.
- The Sault Ste. Marie Global gateway infrastructure study identified the HCR railway line upgrades as essential strategic infrastructure required to accommodate future industrial growth in the Algoma District and to potentially establish Sault Ste. Marie as a national Multi Modal Hub. The elimination of the HCR line will eliminate these potential opportunities.

This project has been identified as a top priority by Destiny Sault Ste. Marie (City Economic Diversification Strategy) and the Sault Ste. Marie Economic Development Corporation. It has received strong support from communities directly affected by the line as well as numerous others throughout Northern Ontario, all of whom are well aware of the negative impacts to each community.

The Working Group has entered into a signed Agreement in Principle with HCR which will form the framework for a long term solution. Included in this agreement is the understanding that HCR will enter into a long term arrangement with CP to operate this railway and that key customers, including Domtar Corp and Essar Steel Algoma will direct business to this line. The essentials for the business plan have been established and the Working Group is undertaking discussions with CP. However, the parties will be unable to make any firm commitments without the participation and support of government. We are at a critical juncture and success is predicated on the willingness of government to provide a one time commitment towards the required \$33million major capital maintenance requirements.

5(f)

When Premier McGuinty was in Sault Ste. Marie on July 16, 2009, he indicated that the Province would be working with the Federal Government to try and address this problem and that he thought there would be "light at the end of this train tunnel." With government and industry engaged, a solution for retaining this essential infrastructure is within our grasp. The result will have an enormously positive effect on Northern Ontario socially, economically, environmentally and from the perspectives of safety and quality of life. This project is critical to accommodate the growth needs of industrial employers and necessary to attract investment and jobs to Northern Ontario.

This capital project is "shovel ready" and HCR has the expertise and resources to ensure its successful completion. On behalf of all affected stakeholders, I urgently request you give this matter your immediate attention and confirm the availability of government support for capital improvement as soon as possible.

Please do not hesitate to contact us should anything further be required.

Respectfully submitted,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer and
Chair of the Working Committee

c.c.

Prime Minister Stephen Harper

Premier Dalton McGuinty

Tony Clement – Minister of Industry

Jim Prentice – Minister of Environment

Michael Gravelle–Minister of Northern Development, Mines & Forestry

John Gerretsen, Ontario Minister of Environment

Kathleen Wynne – Ontario Minister of Transportation

David Orazietti – MPP, Sault Ste. Marie

Mike Brown – MPP, Algoma, Manitoulin

Rick Bartolucci – MPP, Sudbury

Bryce Conrad – Associate ADM, Infrastructure Canada

David Lindsay – Deputy Minister of Northern Development, Mines and Forestry

Sonja Adcock – Director, Stimulus, Infrastructure Canada

Helena Borges – Associate ADM, Policies, Gateways & Infrast. Transport Canada

Taki Sarantakis – Associate ADM, Infrastructure Canada

Mario Brault, President, HCR

Fred Green, President, Canadian Pacific Rail

City of Sault Ste. Marie Mayor & Members of City Council

Stakeholder Group

5(g)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2010 02 08

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

Re: Request for Proposal – Architectural and Engineering Services for the Heritage Discovery Centre on the Ermatinger-Clergue National Historic Site

At the request of the Community Services Department, a Request for Proposal was issued for the Architectural and Engineering Services required to design and act as the City's consultant for the construction of a Heritage Discovery Centre on the Ermatinger-Clergue National Historic Site. Elsewhere on the agenda is a report from the Commissioner of Community Services outlining their request.

The Request for Proposal was advertised and as a result of the RFP call, two (2) responses were received prior to the closing date, from the following firms:

Chris Tossell Architect (Sault Ste. Marie, ON)
David Ellis Architect Inc. (Sault Ste. Marie, ON)

The responses have been thoroughly evaluated by a committee comprising of Mr. Nicholas Apostle, Commissioner of Community Services, Ms. Kathy Fisher, Curator Old Stone House, Mr. Joseph Cain, Manager of Recreation & Culture, and a subcommittee from the Historic Sites Board, along with the Purchasing Division.

The process provided a unanimous decision with Chris Tossell Architect providing the best overall solution at the lowest cost to the City. Details of the RFP are proprietary and remain confidential under the structure of the Request for Proposal, with the best solution stated below.

It is expected to have the building commissioned by December 2011 and fully operational for the Bicentennial Ceremony of the start of the War of 1812.

Funding for the project is coming from the Federal Government (Department of Canadian Heritage), the NOHFC (Northern Ontario Heritage Fund Corporation), the Historic Sites Board and the Municipality of Sault Ste. Marie.

RECOMMENDATION

It is therefore my recommendation that the proposal for the Architectural and Engineering Services for the Construction of the Heritage Discovery Centre on the Ermatinger-Clergue National Historic Site, be awarded to Chris Tossell Architect, that comes to us well below the estimated budget costing of \$400,000.00 based on estimated construction costs. The proposal meets all of the City's requirements and deadlines to meet funding deadlines proposed by the funding partners.

...2

5(g)

- 2 -

This report is submitted for Council's approval.

Respectfully submitted,



Ralph Robertson
Manager of Purchasing

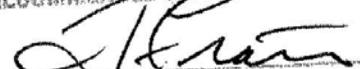
RR:nt
Attach.

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



5(g)

February 8, 2010

Mayor John Rowswell
and Members of City Council

Historic Sites Board – Request for Proposals for Architectural and Engineering Services for the Heritage Discovery Centre at the Ermatinger-Clergue National Historic Site

Council, at their January 11, 2010 meeting, approved moving forward with the Heritage Discovery Centre project including issuing a Request for Proposal (RFP) for Architectural and Engineering Services.

An RFP was issued and two proposals were received and evaluated independently by staff and members of the Historic Sites Board sub-committee. The results of the evaluation are detailed in a report from the Purchasing Division which appears elsewhere on your Agenda.

The recommended proponent's proposal meets all of our requirements for completing the project in time to have the Centre substantially completed by March 31, 2011 and fully commissioned by December 2011. In addition, the proponent's fees are below the project budget for these services.

Funding for this project is from the Federal Government – Department of Canadian Heritage, Northern Ontario Heritage Fund Corporation, the Municipality, and the Historic Sites Board.

Upon approval of recommendation from the Purchasing Division, staff will proceed with engaging the successful firm.

Council will be kept informed as to the status of the project by way of reports at appropriate milestones such as construction tender and substantial completion.

Respectfully submitted as information,

Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(h)

Norman Fera
Manager Community Centres



**Community Services Department
Community Centres Division**

February 8, 2010

Mayor John Rowswell
and Members of City Council

Renewal of Lease - Brody's Sports Bar and Grill

The Tenant, 1309972 Ontario Limited, has requested that the lease be renewed for a further five (5) years as outlined in the agreement. The original agreement was struck in 2000 and renewed in 2005. Under the terms of the agreement the Tenant is allowed three (3) options to renew the lease, each option being for five (5) years with all terms of the lease being subject to review.

Staff from the Community Services Department, with the assistance of the Legal and Finance Departments, have been in negotiations with the Tenant and are recommending the renewal of the agreement for another five (5) years.

The main change in agreement is to have a rent charge of 6% calculated on gross sales instead of the current sliding scale of 7% on the first \$600,000; 8% on sales between \$600,000 and \$700,000; and 9% on sales over \$700,000. Staff agrees with this request for the following reasons:

- Research has shown that rental rates recently have decreased for similar businesses in Sault Ste. Marie in similar settings.
- Review of the Canadian restaurant industry standards for rent confirms that the rate being recommended is a fair market rent.
- Economic conditions have worsened over the recent past and in addition, property taxes and other taxes are increasing, making it more difficult for this type of business to earn a profit.
- The agreement calls for the tenant to maintain the kitchen equipment. This is getting much more costly because the equipment is aging – the facility is now ten years old.
- The tenant has updated areas of the restaurant and will continue to update other areas if a renewal is approved.

In addition to the rent, Brody's is responsible to pay "common area" charges and municipal taxes.

Monitoring of the sales is accomplished through the downloading of their sales through computerized point-of-sale hardware and software to City computers.

5(h)

The restaurant has been in continuous operation since March 2000 and is a tremendous asset when marketing the overall facility for sports tournaments and other special events. In addition, the management and staff at Brody's deliver an excellent product with outstanding customer service, all of which is very important to take into consideration.

Elsewhere in Council's agenda is the bylaw and signed agreement which are recommended for approval.

Recommendation

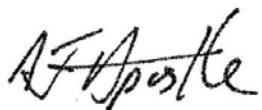
It is recommended that Council approve the agreement between the City and 1309972 Ontario Limited for a further renewal term of five (5) years for the operation of Brodys' Sports Bar and Grill at the John Rhodes Community Centre.

Respectfully submitted,



Norm Fera
Manager Community Centres

Recommended for approval,

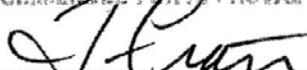


Nicholas J. Apostle
Commissioner of Community Services

jbi/council/council report brodys lease feb 2010

cc: L. Bottos
W. Freiburger

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(i)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



2010 02 08

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

Mayor John Rowswell and
Members of City Council

Roberta Bondar Marina Fuel Dispensers

Background

The Roberta Bondar Marina is one of two marina facilities that is owned and operated by the City of Sault Ste. Marie, the other being Bellevue Marina at the foot of Pine Street. Bellevue Marina is a seasonal facility mainly for local boaters who rent slips on a contractual basis. Bondar Marina is for the transient (tourist) boaters who have chosen to stay at the marina as a destination along their cruising route. Both facilities are equipped with amenities required to service the boater. One of these services is fuel.

In 2007, a new fuel system was installed at Bellevue Marina including a storage tank, fuel dispensers and associated equipment. The changes were necessary to meet revised fuel storage regulations for systems installed prior to 1978. The changes required an expenditure of \$87,000. which came from the Marina Reserve account. During that same year repairs were made to the boat launch ramps and the ticket dispenser at the boat launch was replaced. All of these expenditures completely depleted the Marina Reserve account.

Current Situation

The fuel dispensers at Bondar Marina were installed as part of the original construction of the facility in 1989/90. In recent years we have experienced increasing problems with the electronic operating systems for both the gas and diesel dispensers.

The electronic display panels on both pumps no longer work properly so that the fuel price per litre can no longer be adjusted on the pumps. This past summer, staff had to cover the "price per litre" and the "total price" resulting in the customer not being able to see the price or the total value of the purchase. Staff would then determine the cost to the customer by using a calculator based on the current price per litre for that day. Covering the displays created some concerns from customers and some conflicts with staff and customers.

Finance Department has advised me that this is not a good business practice and that customers provide an important audit check by viewing what was pumped and at what price.

The petroleum contractor that services the fuel pumps has advised us that repairs can no longer be made to our units because due to their age, parts for these units are no longer available. Our petroleum contractor has warned us that the units could cease functioning entirely at any time. If this happens we would not have fuel available to our customers, which to a transient

5(i)

boater is a major consideration when choosing a marina to stay at. Our major competitor is just across the St. Mary's River, and without fuel we would lose much of our business to them.

There are two options available to replace the defective pumps. One is to purchase refurbished units that have a limited warranty of two months maximum on only the refurbished parts. We received a quote of \$11,410. + GST from our petroleum contractor to supply and install two refurbished units that were available in December 2009. The price could differ in the future as refurbished units change availability. The other option is to purchase new units that have a full warranty of six months on labour and one year on parts. For new units a budget price of \$20,000. + G.S.T. was provided by our petroleum contractor to supply and install two new dispensers.

Our petroleum contractor stated that parts are readily available for refurbished units through a Canadian supplier which has been in business for many years and we are assured that they will continue to be into the future. Even without a full warranty we are confident that the refurbished units will provide reliable service for many years. The marina only operates four months a year so the dispensers are not over-worked. It is staff's recommendation that the current dispensers be replaced with refurbished units. It is further recommended that due to the uncertainty of availability and price of refurbished dispensers that an upset limit of \$15,000. + GST be budgeted for this project.

Currently there is \$12,656. in the Marina Reserve Account from profit in 2009. If the cost of the refurbished units exceeds the funds in the Marina Reserve, the remainder could come from the 2010 Marina Operating Budget. Staff is requesting that City Council approve the replacement of the fuel dispensers at Bondar Marina before the opening of the 2010 boating season. This means that the work would have to be tendered during the winter in order to ensure the dispensers are replaced and ready for May of 2010. For this reason staff is requesting that this be considered outside of the normal 2010 budget process.

Recommendation

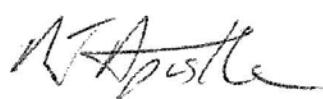
It is recommended that City Council approve the replacement of the fuel dispensers at Roberta Bondar Marina with refurbished dispensers at an upset limit of \$15,000. + GST; further that the funds be taken from the Marina Reserve Account plus the 2010 Roberta Bondar Marina Operating budget as necessary; and further that staff proceed immediately to tender this purchase.

Respectfully submitted,



Joseph J. Cain
Manager Recreation & Culture

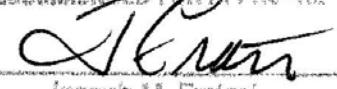
Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

Jc/council/10/bondar marina fuel dispensers

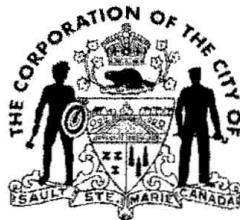
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(j)

2010 02 08

Mayor John Rowswell
Members of City Council

**Re: Aqueduct Repairs – Alexandra and Young Street Crossings
Agreement for Engineering Services**

At the 2009 07 27 meeting, Council approved that a portion of the urban only levy surplus be utilized to complete the highest priority repairs to our aqueducts. They include the crossing of Alexandra Street by the Fort Creek aqueduct, and the crossing of Central Street by the Central Creek aqueduct, along with some other minor items.

Council also endorsed the recommendation that the engineering services for the design and contract administration be provided by STEM Engineering Inc. It is noted that these repairs should be eligible for 50% funding under the provincial Water and Erosion Control Infrastructure (WECl) funding from the Ministry of Natural Resources. Applications for funding are submitted by our Conservation Authority. It is recommended that we proceed with these repairs, and possibly obtain funding in due course similar to the funding we are currently receiving for the work on the aqueduct on Farwell Terrace. The consultant estimates that the repairs will cost approximately \$750,000, including engineering.

Accordingly, Bylaw 2010-28 can be found elsewhere on this evening's agenda and is recommended for approval. The upset limit for engineering fees for this work is \$130,000.

Respectfully submitted,

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

/bb

C: Linda Whalen, Sault Ste. Marie Region Conservation Authority

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

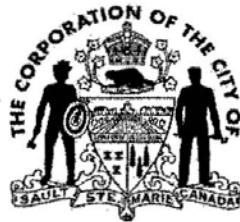
RECOMMENDED FOR APPROVAL

Joseph M. Fleischman
Chief Administrative Officer

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
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2010 02 08
Our File: Contract 2009-1E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2009-1E
McNABB/ SOUTH MARKET STREET EXTENSION
SLIP AROUND LANE AT McNABB STREET AND MANITOUE DRIVE**

At Council's meeting of December 7, 2009, Council requested that the Engineering Department consider the situation at Manitou Drive and McNabb Street where the new five lane section of McNabb Street temporarily merges to two lanes at Manitou Drive causing a perceived traffic hazard for left turning vehicles on to Manitou Drive.

The Engineering Department has worked with the Consulting Engineer and the Contractor to find a temporary solution that will ensure safety for motorists during the winter months. We have removed approximately 80 metres of curb on the south side and added an additional 1.5 metres of road width including temporary asphalt throughout this area. This added width provides a 4.5 metre wide lane in each direction as well as a 3.5 metre wide centre left turning lane onto Manitou Drive. Motorists now have enough room to safely wait in the left turn lane to make the turn onto Manitou Drive while west and east bound traffic remains uninterrupted.

This report is submitted for Council's information.

Respectfully submitted,

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

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

Recommended for approval,

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

Jerry D. Dolcetti, RPP
Commissioner Engineering & Planning

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

Jerry D. Dolcetti, RPP
Commissioner

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



5(1)

ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2010 02 08

Mayor John Rowswell
Members of City Council

Re: Safety Concerns on Goulais Avenue between Third and Fourth Line

At the March 31, 2008 meeting of Council, the following motion moved by Councilor Celetti and seconded by Councilor Grandinetti was carried:

In light of the most recent accident and death on Goulais Avenue in October 2007 and heavy high speed truck traffic, including transport trucks on Goulais Avenue between Third Line and Fourth Line, this piece of road is very narrow with no sidewalks for residents to safety go for a walk, only a soft shoulder and a very deep ditch;

Be it resolved that Council instruct staff to report to Council in a timely fashion as to what can be done to improve this stretch of roadway and remove all truck traffic, and return this to a very safe environment for the locals who would like to enjoy a peaceful evening walk without being fearful for their lives and safety; and

Further be it resolved that staff report on roadway improvements for safety of drivers as well, so we can proceed with those improvements as soon as possible.

In addressing the above, staff consulted with other departments including Police Services and as part of staff's review into the unfortunate accident, it was concluded that the physical nature of the road, street lighting, lack of sidewalk, weather conditions, etc. did not come into play. No charges were laid in the accident.

Goulais Avenue is classified as a Class B truck route from Second Line to 599 meters north of Fourth Line. The route accommodates not only the local traffic, but the trucking industry in providing access to sand and aggregate pits north of, and adjacent to Fourth Line and conveniently services the westerly section of the city. The road conditions in the area can always be improved; however the present conditions can accommodate the traffic being handled for the area.

The urban service line is the governing factor in accommodating sidewalks for specific areas. Such services are designed / constructed at times when other municipal infrastructure is being constructed. The sidewalk presently exists along Goulais Avenue north of Korah C&V High School, approximately 100 feet south of Korah Road. Beyond this point is a pedestrian path and it appears in the winter season as a snow machine trail at various locations.

Street lighting, alternating from west to east along Goulais Avenue from Fourth Line south is present. See attached drawings of the roadway and the City's approved truck route.

5(1)

In conclusion, staff is not recommending any additional infrastructure changes that would see new road/sidewalk construction in this area. Ongoing maintenance is always needed and is prioritized through our miscellaneous construction budget. There is a need to maintain the route as a Class B truck route and enforcement may be needed to address speeding of vehicles.

The responsibility is with both driver and pedestrian using any area to be alert at all times and to be aware of the environment.

This report is provided for Council's information.

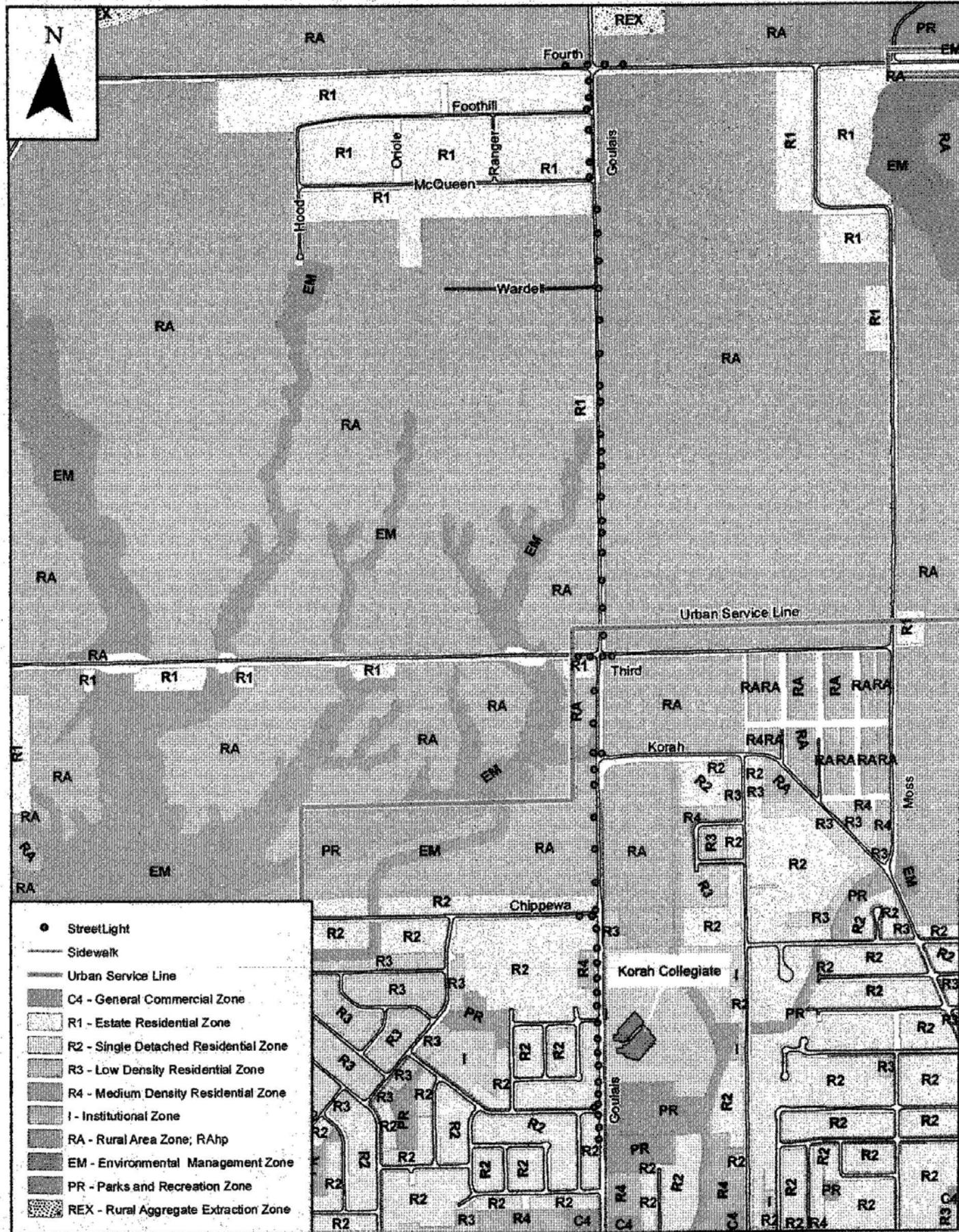
Respectfully Submitted,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

5(1)



THE CITY OF SAULT STE. MARIE TRUCK ROUTES

REF. BY-LAW 77-200

SCHEDULE - N-1



PRINCE
TOWNSHIP

(35)

AIRPORT RD.

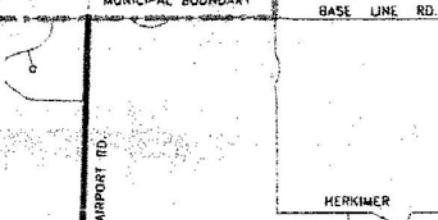
AIRPORT

HERKIMER

AIRPORT ENTRANCE

AIRPORT

MUNICIPAL BOUNDARY



CLASS "A"

— DENOTES CLASS "A" TRUCK ROUTES
- OPERATES 24 HOURS A DAY, 7 DAYS A WEEK

CLASS "A"

— PERIMETER TRUCK ROUTE

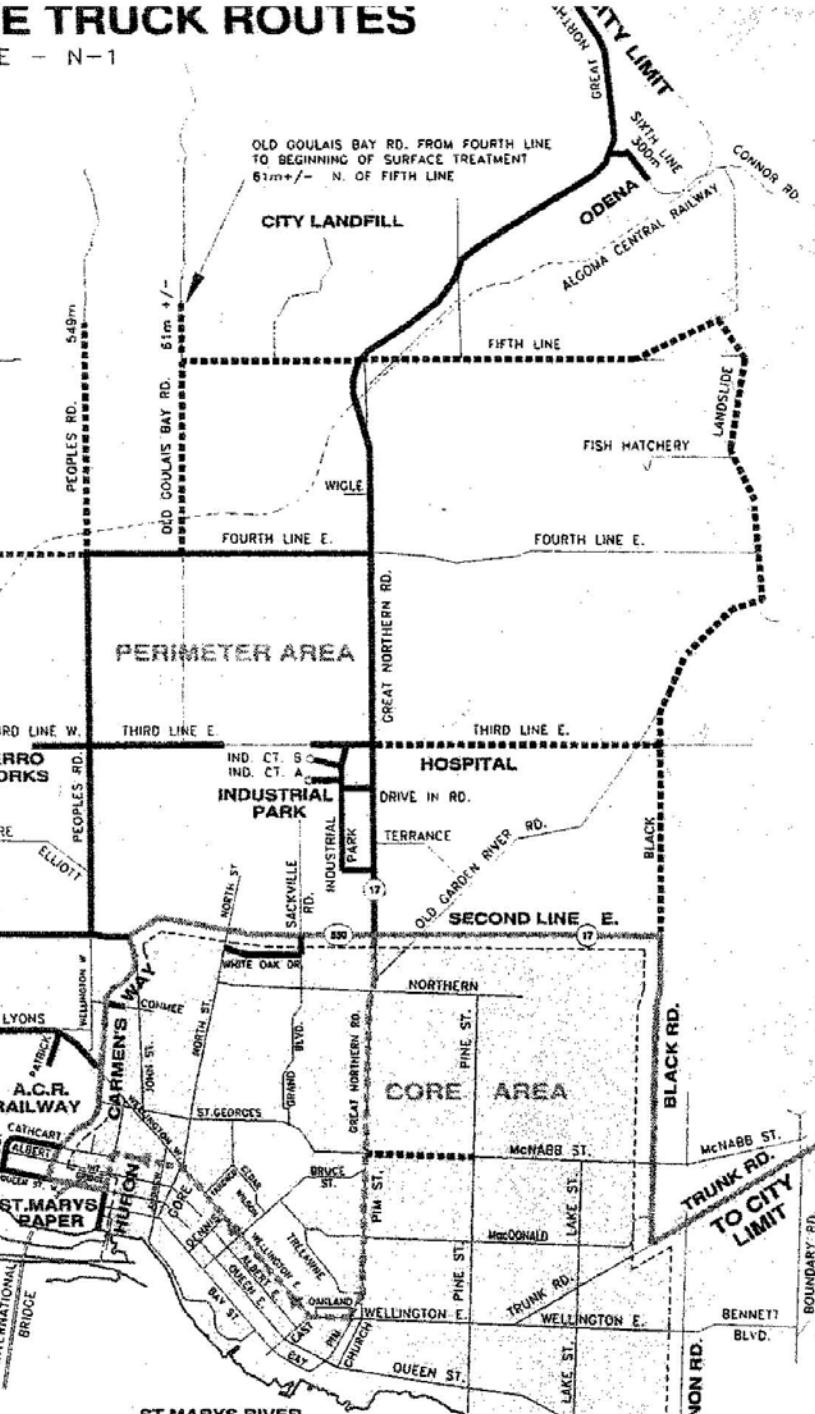
CLASS "B"

— DENOTES CLASS "B" TRUCK ROUTES
- OPERATES 7 AM TO 8 PM, MONDAY TO SATURDAY

CLASS "B"

— CORE TRUCK ROUTE

TRUCK ROUTES

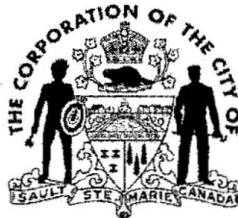


TRUCK ROUTE M

TRUCK ROUTE MAP

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(m)

2010 02 08

Mayor John Rowswell
Members of City Council

Re: Gateway Site Clean-up

At the September 14, 2009 meeting of Council, the following motion moved by Councilor Tridico and seconded by Councilor Caicco was carried:

Whereas the Federal Government has recently announced substantial funding for the redevelopment of the Sault Ste. Marie Ontario International Bridge Plaza; and

Whereas City Council has attempted for the last 10 years to redevelop the vacant property coming off the bridge, which formerly housed a scrap metal business into a new and exciting welcome into our community, our province and our country; and

Whereas City Council and the Economic Development Corporation continue to investigate potential new uses for the Gateway site which would be conducive to the

downtown area and inviting for guests visiting our city; and

Whereas in the meantime the Gateway property has become unsightly and local citizens such as Marty McCarthy have asked that it be cleaned up and made useable, at least in part, for the passive enjoyment of local taxpayers and tourists alike; and

Whereas the reuse of the site will require appropriate consideration of any potential environmental concerns which the site might suffer;

Now therefore be it resolved that staff report back to Council on the cost of making the Gateway site more presentable and possibly useable, at least in part, and at least temporarily as a passive area for the enjoyment of those currently using the City's waterfront, taking into account appropriate concerns for the health and safety of such users.

Introduction

Efforts by the City to attract investment to the Gateway site to create a tourism destination venue were further hampered in 2009 by the global economic downturn. It is uncertain as to the timing of developing the site; however efforts are being made by the City and the EDC to advance opportunities of a more modest initiative utilizing a \$5 million incentive package, noting that Council was advised at the Jan. 25, 2010 meeting, that the original \$15 M is no longer available from NOHFC.

During the course of the last 15 years, the site has seen little maintenance. In responding to Council's motion, staff comprised of Engineering & Planning, and PWT Maintenance and Parks Division, carried out an on-site review of the property (Fall 2009). It became clear at that time that the site was being impacted at several locations where fencing had been damage/removed enabling the general public to gain access. The site was previously used as industrial and efforts of clean up have been modest.

5(m)

Staff, in assessing an interim action plan is recommending the property be secured in a manner to restrict the easy access that currently exists. Some immediate work has been done that includes repairs to the fencing that abut the waterfront walkway near the Fort Creek footbridge.

Notwithstanding that there is an interest for park space on site and for it to develop independently; Staff believes that any park / open space development for the general public should await the overall development plans of the property.

In consultation with Trow Associates Inc. this position is supported and outlines costs associated with such action (see attached). The consultant highlights a cost of \$125,000 - \$175,000 for a Risk Assessment of the entire site verses remediation averaging in the order of \$2 M plus per acre. The site is approximately 5.8 hectares or 14.3 acres.

Proposed Action:

A simple and immediate plan of action to have the site secured with chain link fencing by our PWT staff would be in the range of \$10,000. Addressing the overgrown vegetation and shrubs and installing appropriate signage would be an additional \$5,000. Such improvements would provide due diligence on the City's part to deter the general public from entering the site.

In conclusion, staff feels that efforts to consider even a portion of the property to be used for parkland in advance of a consolidated plan for the site, be discouraged and that the site be improved and secured through a modest effort by installation of fencing, signage and the clearing overgrown vegetation as needed.

Recommendation

That Staff be given approval to proceed with the modest improvements (estimated costs \$15,000) to secure the site and improve its aesthetic appearance in the interim prior to any development occurring on site and that the funds be obtained from the Gateway Allocation Fund.

Respectfully Submitted,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL

Joseph M. Frelesti
Chief Administrative Officer

5(m)



Since 1957

1595 Clark Boulevard
Brampton, ON
L6T 4V1

Tel: (905) 793-9800
Fax: (905) 793-0641

November 25, 2009

BREN00196171

Mr. Don McConnell
Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Email:

*Risk Assessment for Future Parklands
55 Bay Street West, Sault Ste. Marie, Ontario*

Buildings

Environment

Geotechnical

Infrastructure

Materials & Quality

Dear: Mr. McConnell:

Trow Associates Inc. (Trow) is pleased to provide the Corporation of the City of Sault Ste. Marie (the "City") with this brief summary for using a risk based approach to develop the property located at 55 Bay Street West, in the City of Sault Ste. Marie, Ontario (the "Site") for parkland use. The Site is bounded by the Wisconsin Central Railway and Bay Street West to the north, St. Mary's Drive to the east, St. Mary's River to the south and Canal Drive to the west.

The eastern portion of the Site was historically owned by Algoma Steel Corporation (Algoma) and was occupied by a secondary treatment system (settling basins) and a sewer outfall for Algoma's wastewater effluent. Fort Creek traverses north to south through Algoma's former property. The western portion of the Site was vacant with the exception of the Municipal Fish Hatchery building.

Between December 2005 and January 2006, Trow conducted a Phase II Environmental Site Assessment (ESA) consisting of eleven boreholes with the installation of a monitoring well in each. The Phase II ESA report provided the following conclusions:

- The soil at the site was reported to be impacted with several metal contaminants (antimony, arsenic, barium, beryllium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, and silver) and polycyclic aromatic hydrocarbons (PAHs) exceeding the applicable Ministry of the Environment (MOE) standards. These concentrations were found predominantly in the fill material. The deeper native soil appeared to be only impacted by selected metals.
- The groundwater samples had concentrations of metals (boron, chromium, cobalt, zinc, antimony and arsenic and copper) exceeding the applicable MOE standards.

www.trow.com

One Company
One Contact
One Step.



Based on the soil and groundwater analytical results, the Site has been impacted by metals and PAHs. Due to the anticipated large volume of impacted soil and groundwater, as an alternative to physical clean-up to remediate the Site, a risk assessment approach can be utilized to allow the future redevelopment of the Site as parkland.

Risk assessment is a process outlined in the Ont. Reg. 153/04 to manage impacted sites. Using the risk-based approach the likelihood of adverse effects that could arise from the presence of contaminants of concern (COCs) and exposure pathways to human and ecological receptors at a contaminated property will be assessed. The information derived from conducting a risk assessment is used to develop site specific standards for each COC and a Record of Site Condition (RSC) will be obtained from the MOE. Furthermore, the risk assessment information can be used to develop engineered risk management alternatives to mitigate the identified risks and allow for the redevelopment of the Site as parkland.

The cost associated with the preparation of a Risk Assessment for the entire lands is estimated to be between \$125,000 and \$170,000. This would include limited sampling to update and confirm previous analytical results and the costs associated with developing any engineered risk management alternatives required. This cost does not include the construction and/or installation of any risk management measures, such as capping, and limited remedial spot excavations.

If consideration is given for physical remediation of the site (eg: excavation and disposal of soils), the approximate cost to clean up one acre of land will be in the order of \$2 million or more. The site extent is approximately 5.8 ha (or 14.3 acres).

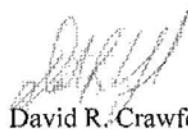
Based on the foregoing, it is cost-effective to develop the site using the risk-based approach when compared to physical clean up. The risk assessment can be considered for the entire site using a conceptual development plan which may consist of parkland, residential or commercial use. The risk assessment cost will be significantly less compared to remediating the site.

Until an appropriate clean up approach is selected, it is recommended that the site be secured to discourage people from accessing the site and thus mitigating potential exposure to contaminants. It is also suggested that no additional impact be placed on site (eg: importing contaminated material to the site or operating the site that may result in release of contaminants to the environment)

Should you have any questions about this proposal, please do not hesitate to contact this office.

Yours truly,

Trow Associates Inc.



David R. Crawford, P.Geo.
Senior Project Manager
Environmental Division



Prem Manicks, P.Geo
Associate
Environmental Division

5(n)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No.: P.2.4.3.

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2010 02 08

SUBJECT: LOFSTROM APPEAL TO THE ONTARIO MUNICIPAL
BOARD – OFFICIAL PLAN AMENDMENT AND ZONING
BY-LAW AMENDMENT – 626 FIFTH LINE EAST

Mr. Ed Lofstrom, through his lawyer Paul Cassan at Wishart Law Firm, has filed an appeal to the Ontario Municipal Board (OMB) from the decision of City Council on June 8, 2009 rejecting his request for an official plan amendment and a zoning by-law amendment. The hearing which was scheduled for December 3rd, 2009 was adjourned. The new hearing date is set for April 15th and 16th, 2010 at 10:00 a.m. in the Council Chambers.

Mr. J.G. Wong's Order issued on December 31, 2009 states that a motion was brought forward by Ms. Helen Scott, Counsel for Leeanne Robert and Wilma Deplonty, neighbours of the subject property. Both Leeanne Robert and Wilma Deplonty obtained Party status along with the adjournment to the hearing to provide them an opportunity to consult with Counsel and retain a planner and other experts that they were unable to do so earlier.

Respectfully Submitted,

Nuala Kenny
Assistant City Solicitor
NK:on

Staff/Council Reports/2009/Lofstrom/on

Recommended for approval,

Lorie Bottos
City Solicitor
LB/on

RECOMMENDED FOR APPROVAL

Joseph M. Fratini
Chief Administrative Officer

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

5(0)

LORIE BOTTOSS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL DEPARTMENT

File No. L.5.2.4(3)

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Nuala M. Kenny, Assistant City Solicitor

DATE: 2010 02 08

**Re: Sponsorship Agreement – City, Royal Bank and Pino's
Financial Commitment for the Video Scoreboard at Essar Centre**

PURPOSE

The purpose of this report is to advise Council that we have now received a duly executed copy of the sponsorship agreement between The Corporation of the City of Sault Ste. Marie, the Royal Bank of Canada ("RBC") and Pino's Get Fresh Foods ("Pino's"). This agreement establishes a financial commitment from both the RBC and Pino's to support the video component of the video scoreboard at the Essar Centre. To this date the parties have been operating under a memorandum of understanding. The agreement formalizes the terms of the memorandum of agreement.

The agreement allows for certain advertising space for both RBC and Pino's. The sponsors each agree to pay the City \$20,000 per year during the term of the agreement. The agreement terminates on January 31st, 2014.

RECOMMENDATION

By-law 2010-31, which authorizes the City to enter into this agreement, appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Council Reports\2010\RBC & Pino Scoreboard Agt 8 Feb

Recommended for approval,

Lorie Bottos
City Solicitor

RECOMMENDED FOR APPROVAL

Joseph M. Fretheim
Chief Administrative Officer

5(p)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.19

REPORT TO: Mayor John Rowswell
and
Members of Council

REPORT FROM: Lorie Bottos, City Solicitor

DATE: 2010 02 08

RE: SET FINES UNDER SCAVENGING BY-LAW 2008-149

PURPOSE

The purpose of this report is to seek Council's direction to apply to the Ontario Ministry of the Attorney General for set fines for contraventions of City By-law 2008-149.

BACKGROUND

On August 18, 2008 City Council passed By-law 2008-149 which prohibits scavenging. At the present time the process for laying a charge under this by-law is quite time consuming since the officer is required to complete an information document and have it issued by a justice of the peace. The individual charged must then attend in Provincial Offences Court to enter his plea. There is no provision for out of court pleas and payment of fines.

A more efficient means of enforcing this by-law is to establish set fines. Officers observing individuals contravening the by-law would then be able to issue a ticket on the spot (similar to a speeding ticket). The individual charged could then pay his fine at the Provincial Offences Court Office if he wishes to plead guilty. A court attendance would not be required. If the person pleads not guilty a court hearing is scheduled.

5(p)

The Legal Department recommends that a set fine of \$100.00 be established for contraventions of By-law 2008-149. Randy Roy, Waste Diversion Supervisor, and I feel this is a reasonable fine to act as a deterrent to the few people who upset blue boxes to scavenge through them. Mr. Roy does get complaints from home owners who have their (or their neighbours') blue box dumped out. Mr. Roy is undertaking a publicity campaign to encourage people not to put items for which there is a deposit in the blue box and instead return the item for a deposit. By doing so the blue boxes are less attractive to scavengers.

RECOMMENDATION

It is recommended that Council pass a resolution authorizing the Legal Department to request approval from the Attorney General to establish set fines for offences under By-law 2008-149.

Respectfully submitted,

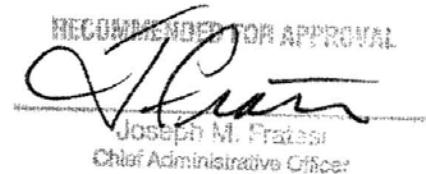


Lorie A. Bottos
City Solicitor

LABdh

cc: Mr. Randy Roy, Waste Diversion Supervisor, PWT

Council Reports\2010\Set fine for scavenging Feb 8



LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5g)
LEGAL
DEPARTMENT

File No. L.4.4(G)

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 02 08

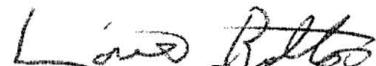
Re: Garforth and Legacy Quest Claim v. the City, Various Council Members and others

On January 29, 2010, John Walker (representing the City and the individual City defendants) and Mr. Simmons from Sudbury (representing Joe Bisceglia, another defendant) brought motions on behalf of their clients asking that Mr. Garforth's and Legacy Quest's statement of claim be struck out on the basis that the facts required to support the claims were not pleaded, that is, set out in the statement of claim. Both motions were successful. This means that the plaintiffs, Mr. Garforth and Legacy Quest, will have to start over if they want to initiate the court action. The hearing was before Mr. Justice Whalen. Mr. Garforth did not attend nor did anyone representing Legacy Quest attend although both plaintiffs were served with the court material.

Mr. Justice Whalen ruled that Mr. Garforth and Legacy Quest alleged defamation and conspiracy, however, did not provide any facts to support their allegations. Therefore, Mr. Justice Whalen struck the claims. Both the City's counsel and the counsel for Mr. Bisceglia asked for and were awarded costs of \$2,500 each. There is no realistic expectation that those costs will be recovered. About two weeks ago the claim was struck as against the Economic Development Corporation.

This report is provided for the information of City Council.

Respectfully submitted,

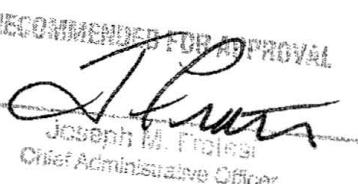

Lorie Bottos

City Solicitor

LAB/

Council Repts\2010\Garforth litigation 8 Feb

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

RECOMMENDED FOR APPROVAL

Joseph M. Fricker
Chief Administrative Officer

5(r)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. R.1.2.13

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2010 02 08

RE: Housekeeping Changes to By-law 84-170 which deals with Moving Structures on City Streets

PURPOSE

The purpose of this report is to do some housekeeping up-dates to By-law 84-170, which is the by-law that regulates the moving of large structures on City streets. A copy of By-law 84-170 as consolidated is attached.

COMMENT

Since By-law 84-170 was passed by City Council on July 23, 1984 there have been changes in titles and also a change in companies listed in section 9 of the by-law from which approvals are required before large structures are moved.

Basically, the change in section 9 is to the name of Algoma Power as a listed company as well as "any other companies, utilities or government agencies that the Commissioner might decide".

Bringing that amendment forward allows the opportunity to make some other minor housekeeping changes.

The reference to the Director of Public Works & Traffic is being up-dated as well as the reference to the Sault Ste. Marie Police Department being the Sault Ste. Marie Police Service.

5(r)

RECOMMENDATION

It is recommended that By-law 2010-24 be approved by Council.

Respectfully submitted,

Lorie Bottos

Lorie Bottos
City Solicitor

LAB/dh

Attachment

RECOMMENDED FOR APPROVAL

J. Fratesi

Jeffrey M. Fratesi
Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 84-170

REGULATIONS: (R.1.2.13) A By-law to regulate the moving of structures on the streets of the City of Sault Ste. Marie by a system of permits.

WHEREAS it is deemed advisable to pass a by-law to regulate the moving of structures on the streets of the City of Sault Ste. Marie by a system of permits.

NOW THEREFORE the Municipal Council of the Corporation of the City of Sault Ste. Marie pursuant to section 93 of the *Highway Traffic Act, R.S.O. 1980*, chapter 198 ENACTS AS FOLLOWS:

1. **In this By-law:**

- a) "Building" means a building as defined in The Building Code Act of Ontario;
- b) "City" means the Corporation of the City of Sault Ste. Marie;
- c) "Chief Building Official" means the Chief Building Official of the City of Sault Ste. Marie;
- d) "Director" means the Director of Public Works and Traffic of the City of Sault Ste. Marie;
- e) "moving contractor" means a person or persons who carries out the actual moving of a structure on the street of the City of Sault Ste. Marie;
- f) "Owner" includes a person or person in lawful possession of a structure that is to be moved on the street of the City of Sault Ste. Marie
- g) "person" includes a corporation;
- h) "street" includes any highway, road, street, lane, alley, square, place, bridge, thoroughfare or way within the City of Sault Ste. Marie;
- i) "structure" includes but is not limited to:
 - j)
 - a. A building, street tank, steel vessel, pipe, tube fabricated sections, metal or wood frame, bull dozer, crane or any other object carried on a vehicle, which, when measured along with the vehicle or combination of vehicles used in the moving of the structure, which exceeds:
 - I. 2.6 metres in width, or
 - II. 4.15 metres in height, or
 - III. 23.00 metres in length.
 - b. A motor vehicle or vehicle which exceeds:
 - I. 2.6 metres in width, or
 - II. 4.15 metres in height or
 - III. 23.00 metres in length.
 - j) "vehicle" and motor vehicles means a vehicle and motor vehicle as defined in *The Highway Traffic Act of Ontario*

2. No person shall move or cause to be moved over any street, any structure or wide load except in accordance with this by-law and conditions attached to the permit without first obtaining a permit issued through the Building Division.

3. Before any permit may be issued under this by-law, the moving contractor shall present to the Chief Building Official an application form completed to the satisfaction of the Chief Building Official, signed by the moving contractor and by the owner of the structure to be moved. If the structure to be moved is a:

- a) Building, the application shall be in such form as approved of from time to time by the Chief Building Official and a description of the structure, its dimensions, and the method and route to be followed in the moving thereof shall be indicated on the application form.

b) Structure other than a building, the application shall be in such form as approved of from time to time by the Chief Building Official and a description of the structure, its dimensions, and the method and route to be followed in the moving thereof shall be indicated on the application form, the Chief Building Official may declare, that any or all of the provisions of this by-law related to the moving of building, shall apply to an application for moving a structure other than a building.

4. 1) before any permit may be issued under this by-law, except for an annual permit under Section 15, the applicant shall pay an application fee of \$50.00. Further the applicant must deposit with the City an amount sufficient to cover expenses incurred and possible damage that may be caused to City property or the property of any other utility during the move. The amount of such deposit shall be the total of the deposit amounts requested by departments and agencies circulated for approvals under this by-law and shall be refunded to the extent it is not used to pay for expenses incurred or damage to property.

****Amended by by-law 2000-22**

2) When moving a structure in the street of the City of Sault Ste. Marie requires a police escort in the opinion of the Sault Ste. Marie Police Department, in addition to the payment of the prescribed fee, the moving contractor and the Owner shall be responsible for paying to the Sault Ste. Marie Police Department all expenses incurred by such Department with respect to such moving.

5. Subject to Sections 7 & 8 of this by-law, upon receipt of the properly completed application form together with the payment of all required fees and deposits, the Chief Building Official shall issue a permit in the form as approved from time to time by the Chief Building Official.

6. If the structure to be moved is a building and it is to be re-erected within the limits of the City of Sault Ste. Marie, the owner thereof, in addition to all other requirements, shall make application to and obtain from the Chief Building Official a building permit for such re-erection. Such building permit must be obtained before the permit is issued under this by-law and before such building permit may be issued there shall be submitted a site plan satisfactory to the Chief Building Official showing the dimensions of the site onto which such building is to be moved, a foundation plan, location of the building on the proposed site and what the front, side and rear yard setbacks will be when the building is in place.

7. To allow time for the examination of plans and inspection of the structure it is proposed to move, and the route to be used,

a) before any building is moved to a residential zone within the limits of the City of Sault Ste. Marie, or before a structure is moved to a location outside the limits of the City of Sault Ste. Marie, application shall be made to the Chief Building Official at least five (5) full days in advance, not including weekends or public holidays.

b) before any structure is moved to a commercial, industrial or other zone within the limits of the City of Sault Ste. Marie, application shall be made to the Chief Building Official at least fifteen (15) full days in advance;

8. Notwithstanding any of the foregoing provisions, a permit shall not be issued for the moving of a structure, if:

a) In the opinion of the Chief Building Official it cannot be safely moved upon the streets;

b) The proposed moving contractor is, in the opinion of the Chief Building Official incapable of conducting the job safely;

c) In the opinion of the individual or organization whose consent to the move is required the structure is too high, wide or long to be moved over the route proposed;

d) It might cause undue interference with vehicular traffic as determined by the Police Department and the Director, or railroad operations as determined by the appropriate railroad representative;

- e) The structure is not sufficiently sound to endure the moving as determined by the Chief Building Official;
- f) The structure does not and, as relocated, will not conform to the provisions of the Ontario Building Code, or any applicable by-law of the City;
- g) In the opinion of the Director, excessive damage would be caused to roads, pavements or other City facilities; or
- h) In the opinion of the Director of Parks and Recreation of the City, excessive damage may be caused to trees on public property.
9. After consultation with the Chief Building Official, the Sault Ste. Marie Police Department, Northern and Central Gas Corporation, Great Lakes Power Company, Lake Superior Cablevision of the City, Sault Ste. Marie Public Utilities Commission, Bell Canada, the Algoma Central Railway Company, if affected by such moving, the Director shall determine the hours within which a structure shall be moved and designate the streets upon which it shall be moved.
- **Amended by By-law 90-11**
10. The moving contractor and the owner shall use the utmost precaution in the moving of a structure, and shall comply with all regulations and restrictions in force from time to time with respect to the moving of structures upon streets and shall assume all liability for any damages or accidents on account of the moving, and shall settle all claims of utility companies or person injured or sustaining loss or damage to property by the moving of the structure. Before any permit is issued, the Chief Building Official shall require proof that the moving contractor has a Public Liability and Property Damage Insurance policy in force and covering the proposed moving of such structure, for an amount not less than ONE MILLION DOLLARS (\$1,000,000.00).
11. When the moving is completed, written notice shall be left at the office of the Chief Building Official who shall cause an inspection to be made of the same and after all account and claims are settled satisfactorily, he shall issue a request to the City Treasurer for the return of the balance of the deposit made under Section 4 and Section 15 of the by-law, but in no case shall this balance of the deposit be returned until thirty (30) clear days has lapsed after the said notice has been received.
12. In the event that the moving contractor and the Owner of the structure have not repaired any damages suffered by reason of the moving of such structure, payment may be made out of the deposit or deposits held by the Chief Building Official to the person injured.
13. When the time allocated by the permit to move the structure has expired and the moving of the said structure has not been completed, or, if the structure has been left on a city street and causes undue interference with vehicular traffic, as determined by the Director, then the Director shall have the authority to take such action as he deems necessary to remove the said structure from the street and the cost of this moving and all damages resulting therefrom shall be charged against the moving contractor and the Owner of the structure.
14. The moving contract shall notify the Sault Ste. Marie Police Department of the time of the moving of the structure prior to the entry onto any City Street and she shall also be responsible for notifying all of the bodies concerned, including the Sault Ste. Marie Police Department as listed on the application form, at least three working days prior to the proposed moving date so that they may make the necessary arrangements for the care and preservation of their property.
15. (1) An annual permit or permits may be issued to a moving contractor with respect to the moving of structures other than buildings,
- (2) The Following provisions apply to the use of an annual permit, in addition to the foregoing:
- (a) Any structure to be moved pursuant to the issue of an annual permit under this section shall not exceed 4.7 metres in width or 5.48 metres in height or 25 metres in length;

(b) Any such structure shall be moved over the street or street approved by the Director under clause (e) of this section and not over any other street or streets;

(c) Any such structure shall be moved at a time acceptable to the Sault Ste. Marie Police Department and the moving contractor shall notify the Sault Ste. Marie Police Department and ascertain the time when the structure may be moved;

(d) The signature of the owner of the structure shall not be required for the issue of an annual permit;

(e) The moving contractor shall ascertain from the Director that the street over which it is proposed to move such structure are in suitable condition before each move of a structure. The moving contractor shall deposit with the Chief Building Official such amount as the Director considers necessary to cover possible damage that may be incurred in the moving of the structure. The Director may regulate the route to be followed, or otherwise control or prohibit the moving of such structure for any of the reasons contained in Section 8 of this by-law; and

(f) The fee for an annual permit shall be FIFTY DOLLARS (\$50.00) for each vehicle to be used for the moving of any such structure.

(3) Sections 4, 6, 7, 9, and 14 of this by-law do not apply to the issue and use of annual permits.

16. Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, shall be liable to a penalty of not more than ONE THOUSAND DOLLARS (\$1,000.00) exclusive of costs, for each offence, and the provisions of the Provincial Offences Act, shall apply to all such penalties.
17. Sections 17 and 18(23) and (24) of By-law 69-150 as amended, of the City of Sault Ste. Marie are repealed.
18. This By-law comes into force on the day of its final passing.

PASSED in Open Council this 23rd day of July, 1984.

"Don MacGregor"
MAYOR - Don MacGregor

"William Lindsay"
CLERK - William Lindsay

5(s)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

Map No. 57

REPORT TO: Mayor John Rowswell
and Members of City Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 02 08

SUBJECT: LANE CLOSING APPLICATION
STEELTON PARK SUBDIVISION

We have received a petition to close and convey the following public laneway:

The first 12' north/south lane lying south of Dundas Street and east of Wellington Street West, Steelton Park Subdivision, Plan 7172.

There are existing utilities in the lane and we are prepared to recommend the closing and conveyance of this lane subject to the retention of an easement for an aerial telephone line.

For your information and convenience a plan showing the subject laneway is attached. An appropriate by-law has been prepared for your consideration and appears elsewhere on your agenda.

Yours truly,

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

L. A. Bottos
City Solicitor
/sd

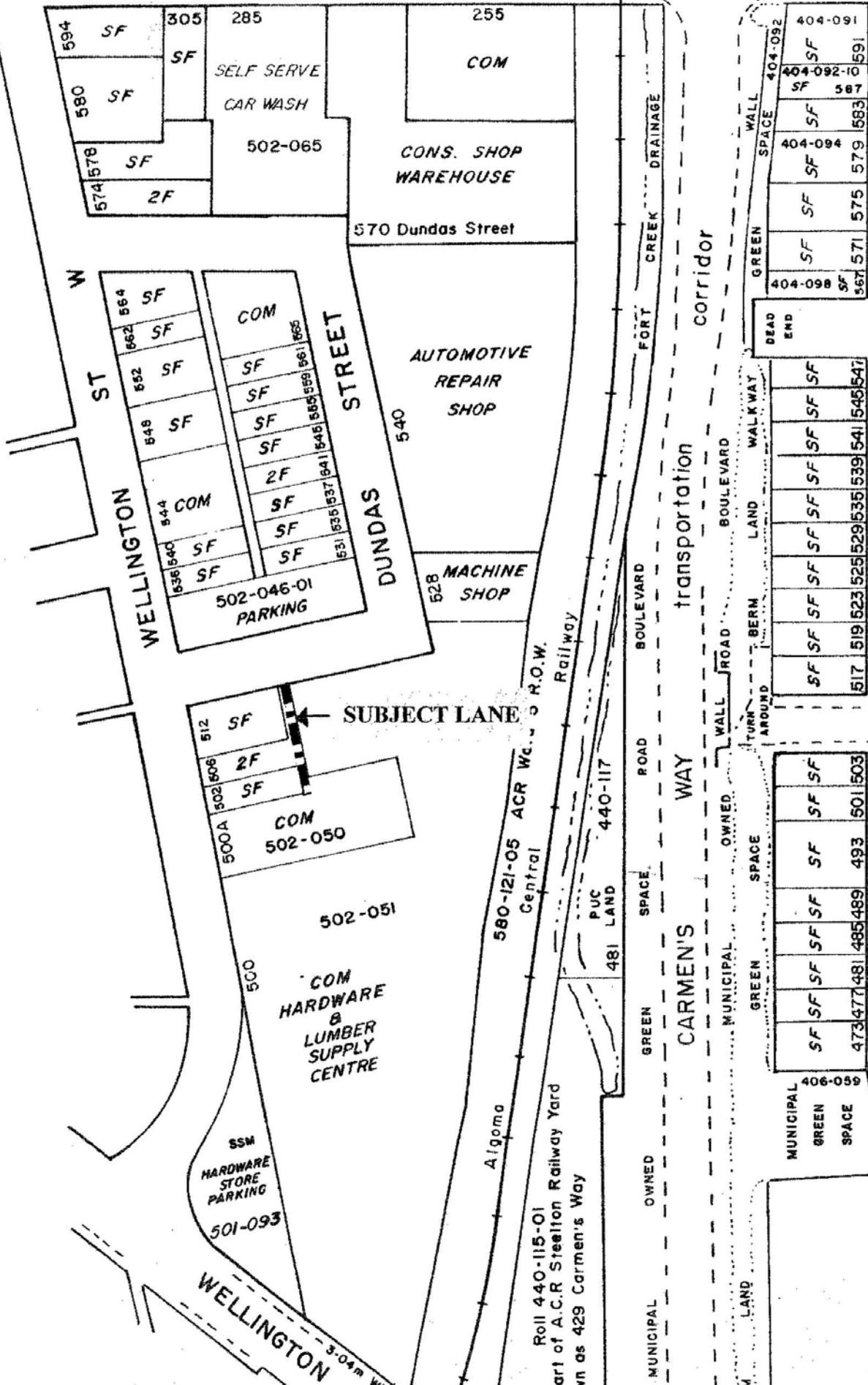
RECOMMENDED FOR APPROVAL
A handwritten signature in black ink, appearing to read "Joseph M. Pratesi".
Joseph M. Pratesi
Chief Administrative Officer

Attachment

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

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CONME



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LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. P.4.5.369

REPORT TO: Mayor John Rowswell
and Members of Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2010 02 08

SUBJECT: PROPOSED PROPERTY PURCHASE FROM PHILIP &
MICHELE DEFazio
REAR PORTION OF 115 FOURTH LINE EAST

1. PURPOSE

The purpose of this report is to seek Council's approval to purchase an approximately 86.5 X 800' parcel of land at the rear of 115 Fourth Line East for the purpose of future cemetery expansion.

2. BACKGROUND

The City has received an offer from Mr. & Mrs. DeFazio to sell a portion of their property at 115 Fourth Line East which directly abuts the east limit of Greenwood Cemetery. John King was asked for his comments and he is in favour of the purchase. A rezoning will be required to use the property for a cemetery.

An evaluation was obtained for the property and the estimated value is \$55,000.00. Mr. & Mrs. DeFazio are prepared to sell the property for that amount. They are also prepared to pay for the required survey.

3. ATTACHMENT

A plan showing the location of the subject property is attached.

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4. RECOMMENDATION

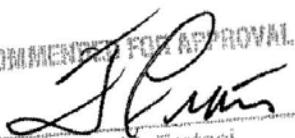
It is recommended that the City purchase this property and that it be funded from the cemetery reserve account. By-law 2010-27 is on the Agenda.

Respectfully submitted,



Lorie Bottos
City Solicitor

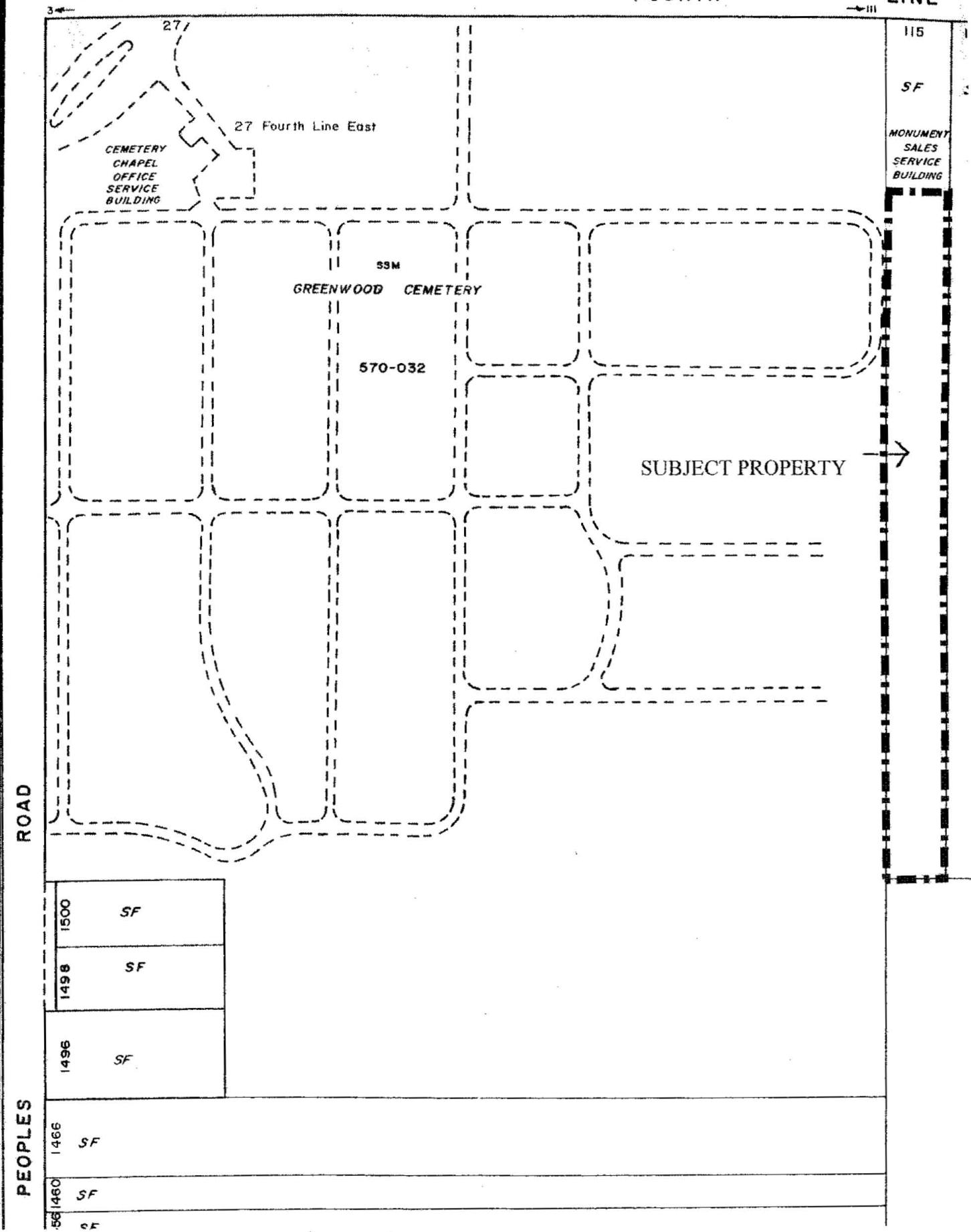
LAB/da
Attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

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FOURTH

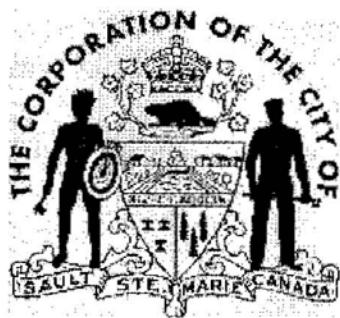
LINE



5(u)

Mr. Art Gagnon
Assistant Manager
Transit/Parking

Public Works and Transportation
Department
Transit Division



February 08, 2010

Mayor John Rowswell &
Members of City Council
Civic Centre

SUBJECT: PARKING ON KEN DANBY WAY

BACKGROUND

At the request of City staff, and due to the receipt of several complaints from the public, Parking staff have reviewed parking on Ken Danby Way. Ken Danby Way is a street that is at the bottom end of East Street and runs in an east-west direction adjacent to the Clergue Park area.

DISCUSSION

Currently, there are no parking restrictions on Ken Danby Way and thus persons employed in the downtown core are parking on the street (minimum of 25 cars/day) for the entire day. This has resulted in limiting visitors from accessing areas such as the Boardwalk, Library, Art Gallery and Clergue Park, as well as restricting potential shoppers to the area. In addition, nurses wishing to tend to patients in the Lions Building are also limited in finding adequate parking.

The lower portion of East Street, in front of the Library is currently governed by 2 hour free parking in this area and has experienced minimal to negligible abuse of the parking.

In summary, it is recommended that a by-law classifying Ken Danby Way as a 2 hour free street be introduced, in an effort to return the street to visitors and short term parkers. The area would consequently, be enforced by the City of Sault Ste. Marie, Parking Enforcement Section.

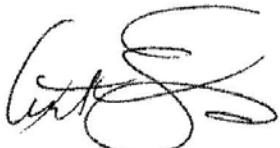
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- 2 -

RECOMMENDATION

It is recommended by staff that a two (2) hour parking limit be placed on Ken Danby Way.

Respectfully submitted,



Art Gagnon
Assistant Manager Transit/Parking
Public Works and Transportation

Recommended for approval,



Jim Elliott, P. Eng.
Commissioner
Public Works and Transportation

PUC INC. 2009 FOURTH QUARTER REPORT

PUC SERVICES

As of the end of December 31, 2009 PUC Services had achieved 466 days without a lost time accident.

The two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

An operational plan has been developed for Sault Ste. Marie's water treatment and distribution systems. The plan was developed in accordance with the Ministry of Environment's Drinking Water Quality Management Standard. The plan was submitted to the Canadian General Standards Board (CGSB) as directed by the Ministry of Environment by the December 31, 2009 deadline. The province has selected the CGSB to conduct the external audits of operating authorities such as PUC Services as part of the criteria for operator accreditation. Operational plans for other facilities operated by PUC Services, such as Echo Bay, Blind River and Desbarats are being prepared and will be submitted prior to the date required for those communities.

The architect has been developing various floor plans to meet our operational and administrative requirements for our new corporate building. The LEEDS consultant has identified potential actions we can take to reach the gold certification level. We need to achieve a minimum of 39 points out of a maximum of 70 to reach the gold standard. At this stage it would appear that we can achieve that level within the budget that has been established for the building. Phase 1 and 2 environmental assessments of the area where the building will be located did not detect the presence of contaminated soil.

PUC DISTRIBUTION

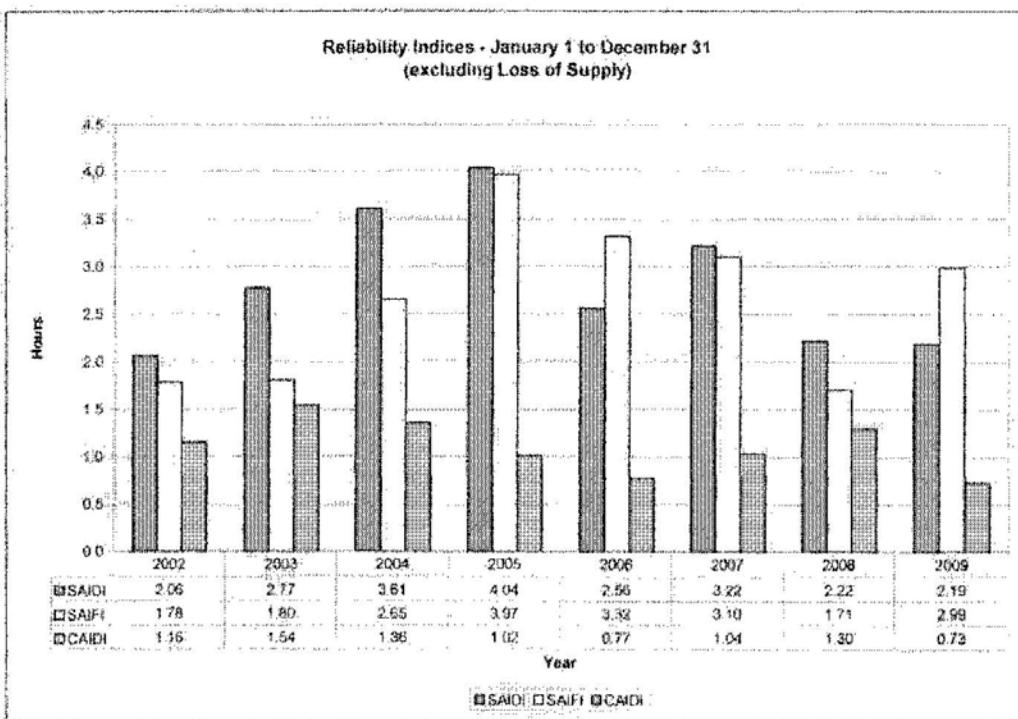
Electricity consumption was down 1.1% in 2009. The number of heating degree days was 0.6% less in 2009 than in 2008. Offsetting the lower heating load was the consumption of 99 new customers on our distribution system in 2009.

As of the end of the year we had 28,095 smart meters installed. The number of customer enquiries about smart meters continued to be modest. In December they represented only 2% of total enquiries. Our smart meter plans were formally submitted to the Independent Electricity System Operator (IESO) on December 24, 2009. The plan contains approximately 250 individual tasks. The target for completion of integration with the IESO and roll-out of time-of-use pricing is the second quarter of 2011. Once the IESO has reviewed and approved our plan we will be placed into an enrollment "wave" with other local distribution companies.

Only one micro FIT (i.e. less than 10 kW) solar facility application has been submitted to the Ontario Power Authority for Sault Ste. Marie. The proponent has not yet contacted PUC Distribution for connection requirements.

Early in the new year POD Generating signed the necessary agreements and deposited funds to allow us to proceed with the design, construction and installation of circuits and equipment for two 10 MW solar generation facilities in the west end of the city.

The duration of major outages in 2009 decreased marginally from 2008. The frequency, however, increased significantly from the previous year. The system average interruption frequency index is mostly affected by outages that affect a large customer area even for a short period of time. During the last quarter the largest outage was during a severe wind storm that affected more than 2,300 customers for up to seven hours on October 30th. In the previous quarter an equipment failure resulted in a 30 minute outage for 11,250 customers.



WATER SYSTEM

Annual water consumption was down 1.4% from the same period in 2008 and down 1% for the year. A relatively cool wet summer is the main reason for the drop in consumption.

For the 12 month period that we record watermain breaks, i.e. from November 1 to October 31 we experienced 120 main breaks which is 42% over the five year average of eighty five. From November 1, 2009 to December 31, 2009 we experienced only seven breaks, 60% below the five year average of 18 for the same period. Watermain breaks are highly variable and a bout of cold weather could prompt a sharp increase in breaks. An additional 24 watermain repairs were completed during the period as a result of the leak detection survey that was carried out earlier in the year.

The Operational Plan developed for the city's water system was endorsed by a resolution of the Public Utilities Commission at its meeting of December 17, 2009. At that meeting the

Commission passed the operating and capital budgets for 2010. In order to meet the need for greater investment to renew and expand infrastructure and to respond to increased regulatory requirements, a 10% rate increase in water rates effective January 1, 2010 was also approved.

PUC TELECOM

The PUC Telecom network continued to provide reliable high speed broadband service in the city. Quotes for service were provided to several businesses in the service area.

The fibre infrastructure build for the New Sault Area Hospital (SAH) commenced in early December and is on schedule for completion by January 31, 2010.

PUC ENERGIES

Business activity was minimal, limited only to sentinel lighting rentals.

FINANCIAL STATUS

PUC Inc. had a net income of \$833,855 in 2009 compared to \$43,204 in 2008. The difference is due to the fact that \$2,545,158 in interest was paid to the city in 2008, all of which was an expense. In 2009, \$1,889,978 was paid to the city as interest and \$610,080 was paid as a dividend, which is not an expense item.

PUC Distribution had net income of \$523,584 for the year compared to \$777,219 in 2008. Distribution revenues were up approximately \$1 million but this was offset by a \$1.2 million decrease in miscellaneous revenues primarily due to an adjustment to the regulatory variance account and OPA funding for conservation programs. Expenses were similar to 2008 with lower interest expense offset by higher payments in lieu of taxes (PILs).

The water utility had a loss of \$4,408,029. A loss of approximately \$600,000 had been anticipated but with a budgeted appropriation of \$3.7 million from working capital, the majority of which was to be debt financed. The appropriation was not completed in 2009 causing the large net loss position. Water revenues were down despite a 10% increase in rates effective January 1, 2009. Operating, maintenance and administration costs were up \$1,000,000 over last year primarily due to a much higher number of watermain breaks in the early part of the year. Capital expenditures for the year were \$7,603,542 up from \$4,506,270 the previous year.

PUC Services had \$1,095,400 in net income for the year compared to \$1,413,110 the previous year. Revenue was up \$1.4 million but PILs were up \$464,539. Debt was added to the company's financial structure resulting in an interest expense of \$272,601, which was paid to PUC Inc.

PUC Telecom's net income for 2009 was \$344,340 compared to \$302,284 in 2008. Revenues were up approximately \$160,000 but PILs were up \$33,000. Financial restructuring was also done for the company, which generated \$27,290 in interest expense that was paid to PUC Inc.

PUC Energies net income was \$1,288 compared to \$23,814 the previous year. A drop in interest revenue was the major reason for the decrease.

5(v)

2009

Summary of Operations



December

PUC Inc.
2009 Summary of Operations



December

	Budget	YTD Actual
Miscellaneous Revenue	\$100,000	\$10,966
Related Party Interest/Dividends	\$1,544,017	\$2,963,393
	\$1,644,017	\$2,974,360
Related Party Interest/Dividends	\$1,600,000	\$1,889,978
Administrative Expenses	\$575,368	\$250,526
	\$2,175,368	\$2,140,504
Net Income (Loss)	(\$531,351)	\$833,855

5(v)

PUC Distribution Inc.

2009 Summary of Operation



December

	Budget	YTD Actual
Distribution Revenue	\$14,989,592	\$14,597,173
Miscellaneous Revenue	\$1,078,325	\$513,863
	\$16,067,917	\$15,111,035
Cost of Power Revenue	\$47,194,730	\$49,371,987
Cost of Power Expense	\$47,194,730	\$49,371,987
	\$0	\$0
Operating and Maintenance Expenses	\$5,487,092	\$5,035,022
Administrative Expenses	\$4,265,424	\$4,400,168
Depreciation	\$3,250,000	\$3,249,996
Interest Expense	\$1,851,653	\$1,902,265
	\$14,854,169	\$14,587,452
Net Income (Loss)	\$1,213,748	\$523,584

5(v)

Public Utilities Commission - Water Utility

2009 Summary of Operations

December



	Budget	YTD Actual
Water Revenue	\$11,374,990	\$10,670,594
Miscellaneous Revenue	\$463,266	\$321,427
	<hr/>	<hr/>
	\$11,838,256	\$10,992,021
Appropriations from W/C	\$3,700,000	\$0
	<hr/>	<hr/>
	\$3,700,000	\$0
Operating and Maintenance Expenses	\$6,773,630	\$6,369,225
Administrative Expenses	\$2,375,874	\$2,138,407
Interest Expense	\$201,873	\$0
	<hr/>	<hr/>
	\$9,351,376	\$8,507,632
Capital Expenditures	\$6,809,877	\$6,892,418
	<hr/>	<hr/>
	\$6,809,877	\$6,892,418
Net Income (Loss)	<u>(\$622,999)</u>	<u>(\$4,408,029)</u>

PUC Services Inc.

2009 Summary of Operations



December

	Budget	YTD Actual
Streetlight Revenue	\$650,000	\$650,000
Contract Revenue	\$4,360,503	\$4,752,461
Management Fee Revenue	\$6,809,275	\$6,431,214
Miscellaneous Revenue	\$56,500	\$123,442
	\$11,876,278	\$11,957,118
Operating and Maintenance Expenses	\$4,303,853	\$4,219,603
Administrative Expenses	\$5,504,381	\$4,774,437
Depreciation	\$1,595,078	\$1,595,076
Interest Expense	\$0	\$272,601
	\$11,403,312	\$10,861,718
Net Income (Loss)	\$472,966	\$1,095,400

PUC Telecom Inc.

2009 Summary of Operations



December

	Budget	YTD Actual
Telecommunication Revenue	\$563,180	\$674,736
Miscellaneous Revenue	\$149,933	\$118,815
	<hr/>	<hr/>
Operating and Maintenance Expenses	\$713,113	\$793,551
Administrative Expenses	\$93,168	\$48,250
Depreciation	\$141,678	\$72,572
Interest Expense	\$255,000	\$255,000
	<hr/>	<hr/>
Interest Expense	\$0	\$73,390
	<hr/>	<hr/>
Net Income (Loss)	\$489,846	\$449,211
	<hr/>	<hr/>
Net Income (Loss)	<u>\$223,267</u>	<u>\$344,340</u>

PUC Energies Inc.

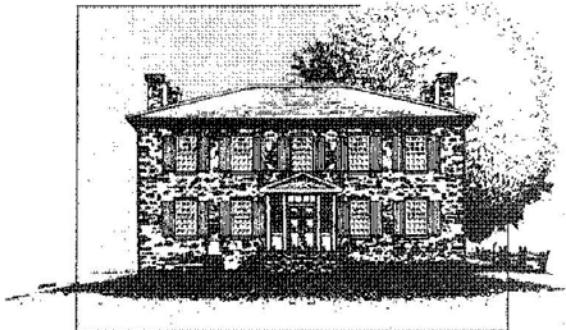
2009 Summary of Operations



December

	Budget	VTD Actual
Rental Revenue	\$71,500	\$67,748
Miscellaneous Revenue	\$50,000	\$5,519
	\$121,500	\$73,268
Operating and Maintenance Expenses	\$54,355	\$61,473
Administrative Expenses	\$19,458	\$7,707
Depreciation	\$2,800	\$2,800
	\$76,613	\$71,980
Net Income (Loss)	\$44,887	\$1,288

5(w)



*Sault Ste. Marie
Municipal Heritage Committee*

2010 02 08

Mayor John Rowswell
and Members of City Council

ONTARIO HERITAGE ACT REGISTRATION – BISHOPHURST

The Sault Ste. Marie Municipal Heritage Committee advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends that significant properties be designated under the Ontario Heritage Act (O.H.A.). The owners of heritage properties are consulted and asked if they are in favour of a property being designated. If they do not agree that the designation of a property is in their best interest, the Committee does not force the issue. An alternative that is less restrictive to the property owner under the Act is Registration of the Property. Part IV Section 27 (1.2) of the O.H.A. allows the Council of a municipality to keep a register of properties that are deemed of "cultural heritage value or interest". Currently there are six properties on the City's Register of "cultural heritage value or interest". The only restriction for properties on the Register is that owners are required to give the municipality 60 days notice in writing of the owner's intention to demolish or remove the building or structure or to permit the demolition or removal of the building or structure.

Bishophurst, located at 134 Simpson Street in Sault Ste. Marie, is a large Neo-Georgian house constructed of common red sandstone set in a treed, park-like setting and approached by a sweeping circular drive. It is one of the oldest and finest homes in the City. It was built in 1876 as the See House of the Anglican Diocese of Algoma and has been the home of all of its bishops. It is rare that one finds such a handsome property that has been so well maintained, largely unaltered and is still performing its original function. It is rich in history. The Anglican priests who played a role in the development of Northern and Central Ontario passed through this site. Other significant people connected to this site are Frederick Dawson Fauquier [first Bishop of Algoma], Baroness Burdett Coutts [benefactress], Wemyss Simpson [donor of the land], and Sir James Dunn [financial supporter]. As a crown jewel of heritage sites in the City, Bishophurst dominates an area of many fine older homes, four of them designated. It has been, and continues to be, a centre of social and religious life in the community. Its history is interwoven with the life and growth of Sault Ste. Marie and the District of Algoma. A complete statement of the heritage attributes of Bishophurst is attached for your review.

5(w)

The Sault Ste Marie Municipal Heritage Committee recommends listing Bishophurst on the Municipal Register as a property of cultural heritage value or interest under the Ontario Heritage Act, Part IV, Section 27 (1.2). After years of consultation the Anglican Diocese of Algoma has agreed to the registration of the property. A letter is attached from the Venerable Harry Huskins giving permission for the registration of Bishophurst.

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 4, 2009 meeting:

Moved by: H. Robbins
Seconded by: A. Macgregor

"Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the registration of Bishophurst under Part IV of the Ontario Heritage Act and that a report be sent to City Council for their approval."

CARRIED

Recommendation

City Council is requested to approve the recommendation of the Sault Ste. Marie Municipal Heritage Committee to Register the property known as "Bishophurst" at 134 Simpson Street under Part IV Section 27 (1.2) of the Ontario Heritage Act.

Respectfully submitted for approval,



Roger Kinghorn, Chair
Sault Ste. Marie Municipal Heritage Committee

i:/historic/mhc/des prop/2010/council registration of bishophurst

cc: J. Fratesi, C.A.O.
D. Irving, City Clerk
N. Apostle, Commissioner Community Services
J. Cain, Manager Recreation & Culture

attachment

5(w)



The Diocese of Algoma

The Anglican Church of Canada

Box 1168, Sault Ste. Marie, Ontario P6A 5N7
705-256-5061 Fax 705-946-1860

The Right Reverend Stephen Andrews
Bishop of Algoma

November 2, 2009

Mr. Roger Kinghorn, Chairperson
Sault Ste. Marie Municipal Heritage Committee

Dear Mr. Kinghorn,

Thank you for your letter of October 8, 2009, in which you inform us that it is the intention of the Committee to seek registration of the property, known as Bishophurst, owned by *The Incorporated Synod of the Diocese of Algoma*, under Part IV, section 27, of the *Ontario Heritage Act*.

As we indicated to you earlier, the *Incorporated Synod* will not oppose registration under section 27.

The Venerable Harry Huskins
Executive Archdeacon

2010 02 08

BISHOPHURST REGISTRATION REPORT

DESCRIPTION OF PROPERTY

Bishophurst is a large Neo-Georgian house constructed of common red sandstone set in a treed, park-like setting at 134 Simpson Street in Sault Ste Marie. It is approached by a sweeping circular drive. It was built in 1876 and continues to function as the "See House" of the Anglican Diocese of Algoma.

STATEMENT OF CULTURAL HERITGE VALUE OR INTEREST

Part of Bishophurst's cultural value lies in its architecture and construction. Like many significant buildings constructed during this period in the City it is built of local red sandstone, excavated during the construction of the international lock system. Bishophurst is a large two-storey house with neo-Georgian proportions. The main block of the house is Georgian, typically a two storey box, two rooms deep, with strict symmetrical arrangement. A centred panel front door is topped with rectangular windows as a transom and side lite and capped with a crown/entablature supported by decorative pilasters. Completing the typical pattern in this style, there is a cornice embellished with dentilwork mouldings. Bishophurst varies from the formal Georgian style in several ways. It is composed using a three window bay, rather than the earlier five across patterns. The southerly most ground floor windows on the front and rear facades are of a bay design. Also the main block is flanked on each side by two diverse elements, a kitchen and servant's wing on the north and a ground floor porch across the south, reinforcing its more modern neo-Georgian design.

In front of the house is a large semi-circular driveway that runs right up to the front door. A large wooden portico over the main entrance is the dominant feature of street facade. It extends across the main driveway and is supported by square wooden pillars that taper towards the top and have carved wooden capitals. These support a wooden

entablature and frieze with projecting eaves and a roof that is hipped at one end. On the west wide of the driveway is a large block of stone that was used by "Ladies" when they descended from their carriages. The current portico replaced a smaller structure.

The main doorway has a double leaf, two-panel door, stopped by a four pane transom window and two side lights in the upper half of the architrave. In the bay to the south of the door is a single-storey bay window with three rectangular windows in each face. The front window is double sashed and has six-over-six pane arrangement. The windows to each side are also double sashed but have a four-over-four pane arrangement. Above the bay window are projecting boxed eaves and a small roof. In the bay to the north of the door is a large rectangular window that is double sashed with a six-over-six pane arrangement. It has a plain stone lintel. The three large rectangular windows in the upper storey are decorated with plain stone lintels and sills, but have been resashed.

The dominant feature of the south facade is a verandah extending along the full width of the first storey. The hip- roof is supported by square wooden columns and the west end is glassed in. Access to the verandah is by two French doors. On the second storey are three large windows with plain stone sills and lintels. The sashes are not original. Most of these windows had shutters which have been removed.

The east facade has an asymmetrical window arrangement as it includes the wall of the northern projection. A large bay window at the southern end copies the similarly positioned bay window on the front. With the exception of one window that appears to have been partially filled in, the windows copy the stone decoration and sashing of those on the front.

There is only one window on the north wall of the main house but it is a significant feature. Decorated with stone trim, the small round four pane window provides specific light to the main stairwell.

The hipped roof of the main house has boxed cornice eaves with a frieze and Italianate brackets. At the centre of the peak is a large pierced chimney with three stacks. On the north edge of the roof are two chimneys each with double stacks.

The northern projection which housed the kitchen and servant's quarters has three similar window bays on the west and east sides. The north wall is blank. A small porch covers a single door to the west and a walled in four-over-four window to the left of the door. As a result of the smaller rooms the peak of the roof comes up only to the eaves of the main house. The gable roof has boxed-corniced eaves and a small frieze, decorated with brackets. There is a single stack chimney on the north wall.

The largely unaltered interior with its high ceilings and spacious rooms retains the appearance of a 19th century house. The most interesting features are the moulded architrave around most of the doors and windows, the moulded baseboards in the living room and the similarly decorated wooden mantel pieces on the fireplaces. A most significant feature is the "J" shaped staircase with its curved handrail and rounded newel post. Each baluster has been turned on a lathe.

Bishophurst is one of the oldest and perhaps finest residences in the City and remarkable in that it still serves its original purpose as the See House of the Anglican Diocese of Algoma. The early Bishops who lived here helped to open up the Algoma district by their travels and preaching in the remote areas of Ontario. As well as serving the Anglican congregation it has also played a social function for the whole community of Sault Ste. Marie. The annual "Levee", attended by dignitaries and citizens alike has remained an annual ritual. Many meetings and receptions for groups such as the University Women and Community Concerts have been held there.

Many significant names are associated with Bishophurst. From the first bishop, Fauquier, each bishop served the Anglican community and placed his mark on the community. Henry Wemyss Simpson, the last Chief Factor of the Hudson Bay Company, donated the land for the house. Baroness Coutts of England, the wealthiest woman in England, a philanthropist and personal friend of Queen Victoria donated the

money for building but not staffing Bishophurst. Sir James Dunn, President of Algoma Steel, was a generous donor to the modernization of the building.

As a crown jewel of heritage sites in the City, this well maintained property dominates an area of many fine older homes, four of them designated. As one of the largest houses in the City when it was first built, it has and continues to be a centre of social and religious life in the community. Its history and presence is intimately interwoven with the life and growth of the City of Sault Ste Marie and the District of Algoma.

DESCRIPTION OF HERITAGE ATTRIBUTES

Key attributes that embody the heritage value of Bishophurst as a fine and largely unchanged example of late 19th C Neo-Georgian architecture and as an edifice that continues to perform its original function as the See House of the Anglican Diocese of Algoma include:

- large square sandstone Neo-Georgian "See House" with a two story projection to North, large verandah to south, low hipped roof with projection box cornice and italianate brackets
- large wooden portico with hipped roof extending over driveway
- large stepping stone on the west side of the portico
- panel front door, transom and sidelites capped with crown entablature
- bay windows on the southern end of the front and rear facades of the building
- symmetrically placed double sashed six over six windows
- small round window with four panes decorated with stone trim on the north facade
- two tall double stacked chimney at the north end of the building and large pierced chimney with three stacks in the centre of the building
- interior "J" shaped staircase with curved handrail, rounded newel post and hand turned balusters
- impressive treed park like setting which makes it a key feature of the neighbourhood

(d)(8)(a)



Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION



DEVELOPMENT
Sault Ste. Marie
a division of the SSMEDC



ENTERPRISE
CENTRE
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

February 2, 2010

Sault Ste. Marie Mayor and Council

On behalf of the Economic Development Corporation and Tourism Sault Ste. Marie Gateway Committee, I would like to provide you with an update as to the activities of the EDC/TSSM Gateway Committee.

The Committee has met on several occasions and is starting to put together a concept for the site. It is one that will take advantage of our rich natural surroundings, while at the same time provide flexibility to utilize the space on a year round basis.

To this end, the TSSM Accommodation Partners have agreed to allocate \$15,000, through the DMF to contract the services of a local Architect to provide a complete Site Plan, identifying all useable acreage on the site. Further, he will be responsible for providing a number of "Concept Drawings" that will articulate the theme and overall feel of the development.

With a number of private sector businesses identified, these concept drawings will enable the Committee to make a series of presentations to these potential partners, in order to discuss the opportunities in becoming part of the overall development.

Upon completion of these steps, the Committee would then be in a position to make a formal presentation to Council, identifying what the concept would be for the Gateway Site as well as some indication of the level of support we have garnered from private sector partners.

At that stage, it is our hope to be in a position to then make application to appropriate government agencies to assist in financing a full scale Attraction Development Strategy and Business Plan. This will crystallize the tourist attraction and identify the components required to ensure the best return on investment, while at the same time drive the maximum number of visitors to our community

We would ask that Council reconfirm the 2- year mandate that was originally provided to the EDC/TSSM Gateway Committee so that we can move forward with the steps outlined above. Further, we would ask that any private sector partners that might be interested in becoming part of the overall Gateway Site development be directed to our Committee.



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2.

Finally, in light of the letter recently received by the Mayor from the Minister of Northern Development, Mines and Forests, we would ask that Council confirm that the \$5 million identified in the letter be used for the specific purpose of developing a tourist attraction on the Gateway Site as was originally the intention of the NOHFC funding

We are very excited about moving forward on this important project and the opportunities it presents to further establish Sault Ste. Marie as the "Gateway" to Ontario



Bill Durnford
Chair – EDC Gateway Committee

CC: Greg Punch – Chair Sault Ste. Marie Economic Development Corporation
Donna Hilsinger – Chair Tourism Sault Ste. Marie



Northern Ontario Heritage
Fund Corporation

Société de gestion du Fonds
du patrimoine du Nord
de l'Ontario

Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Tel: (705) 945-6700 or 1-800-461-8329, Fax. (705) 945-6701. www.nohfc.com

6(8)(a)

Place Roberta Bondar, Bureau 200, 70, promenade Foster, Sault Ste. Marie (Ontario) P6A 6V8
Tél. (705) 945-6700 ou 1-800-461-8329, Téléc. (705) 945-6701. www.nohfc.com

NOHFC File #15021

February 1, 2010

RECEIVED

FEB - 1 2010

MAYOR'S OFFICE

Mayor John Rowswell
The Corporation of the City of Sault Ste. Marie
70 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Rowswell:

I am writing to follow-up on our meeting of October 23, 2009 regarding the City's request for another extension of the Northern Ontario Heritage Fund Corporation (NOHFC) funding commitment of \$15 million to your major destination attraction project (Gateway).

As discussed at our meeting, the Major Destination Attractions Capital Assistance Program was announced over 13 years ago in October 1996 and there have been a number of efforts to develop a major destination attraction project in Sault Ste. Marie over that period of time. Regrettably, a major destination attraction project has not materialized despite these efforts. This letter will serve to advise the City that the NOHFC will now be closing this file and rescinding the full amount of \$15 million.

Please note that consistent with NOHFC's existing program guidelines and appropriate due diligence that the NOHFC will consider providing \$5 million toward an implementable tourism project(s) in Sault Ste. Marie. In addition, the NOHFC would be prepared to receive an application regarding a major destination attraction project should one materialize in the future.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Aime J. Dimatteo
Executive Director
Northern Ontario Heritage Fund Corporation

6(8)(a)
SAC

JAN-14-2010 13:18

ADM MNDF NDD

705 564 6112 P.02

Hon. Michael Gravelle
Minister

Ministry of Northern Development,
Mines and Forestry

99 Wellesley Street West
Room 5630, Whitney Block
Toronto ON M7A 1W3
Tel: 416-327-0833
Fax: 416-327-0665

189 River Road, Suite 404
Thunder Bay ON P7B 1A2
Tel: 807-343-7808
Fax: 807-343-7680

L'hon. Michael Gravelle
Ministre

Ministère du Développement du
Nord, des Mines et des Forêts

99, rue Wellesley ouest
Bureau 5630, Édifice Whitney
Toronto ON M7A 1W3
Tél: 416-327-0833
Téléc: 416-327-0665

189, rue River, bureau 404
Thunder Bay ON P7B 1A2
Tél: 807-343-7808
Téléc: 807-343-7680



Ontario

January 14, 2010

His Worship John Rowswell
Mayor
The City of Sault Ste. Marie
Civic Centre, P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Subject: Sault Ste. Marie, an International American Tourism Gateway to Northern Ontario

Dear Mayor Rowswell:

The province of Ontario is committed to helping the tourist industry grow in Northern Ontario and we are helping you reinforce Sault Ste. Marie's commitment to market to our American friends. The strategic location of your city supports more tourism developments that will increase the tourism critical mass at Sault Ste. Marie and increase our Canada draw to American's.

My Ministry and my colleague, Honourable Monique Smith, Minister of Tourism know first hand the challenge facing Ontario as a result of the collapse of U.S. visitations and marketplace. This certainly has had a greater negative impact on the tourism industry and tourism communities here in Northern Ontario.

Sault Ste. Marie, in 1995, was designated by the Province of Ontario as "Tourism Gateway Community", along with Toronto, Ottawa, Niagara Falls and Windsor. This designation reflected the important role these communities played in attracting U.S. residents to Ontario. Further, this status enabled these communities to be able to tap into funds which would increase their ability to work with private interest to apply for development and marketing funds.

6(8)(c)

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JAN 14 2010 13:18

ADM MNDF NDD

705 564 6112 P.03

- 2 -

This makes Sault Ste. Marie special to Northern Ontario, as it is the largest community in the North that lies directly on the U.S. border, and has the ability to help lead the charge in growing visitation from U.S. residents. Sault Ste. Marie has always been the busiest entry point into Northern Ontario from the U.S. and we certainly understand the need to once again build up this important market segment.

Further, regional tourism is being proposed as a key area of development of the Northern Ontario Growth Plan which will be formally completed in the months ahead. It would be very desirable for Sault Ste. Marie's tourism gateway characteristics and previously announced designation be incorporated into Northern Ontario Growth Plan. Further, this aligns with the recently announced 13 tourism regions in Ontario. As you may be aware, the Ministry of Tourism is moving forward with a tourism regional strategy for the province that will better coordinate tourism marketing and management.

Recognizing how important the U.S. market is to Northern Ontario, I want to acknowledge the continued efforts of your community has made in trying to develop the full American tourism market and give them compelling reasons to cross the border into Northern Ontario. Our efforts must continue together.

My ministry is committed to continue to work with the Ministry of Tourism and communities in Northern Ontario, such as Sault Ste. Marie, who have shown a substantial commitment and a strong partnership with the tourism industry in continuing to grow this important industry for Northern Ontario.

Yours truly,

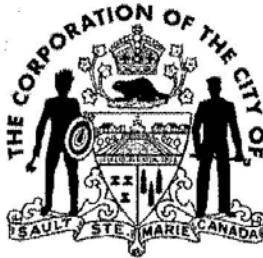


Michael Gravelle, MPP, Thunder Bay-Superior North
Minister

TOTAL P.03

6(8)(a)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2010 02 08

Mayor John Rowswell and
Members of City Council

**Re: Economic Development Corporation
Tourism Sault Ste. Marie Gateway Committee**

Appearing elsewhere on the agenda is a report from the EDC Gateway Committee recommending future steps for the development of the Gateway site.

The City of Sault Ste. Marie has invested approximately \$2 million in land acquisition costs on the Gateway site over the last 15 years.

The City did not fund this expenditure since we had planned for the land to be sold to a proponent as part of the Gateway site development process. The City's financial plan has been to sell the property to a proponent and thus recover our net investment.

Any development plan that involves the City retaining ownership of the property would require the City to develop a financing plan for the \$2 million land acquisition costs. The property financing plan may require the issuance of additional municipal debt or the City may take the risk of recovering costs through lease payments. The sale of the property as part of the development plan would complete the financing of the property and avoid the risks involved with long term lease arrangements.

Also, if there is any consideration of a potential tourist attraction being publicly owned and operated, the City requires advance notice of its exposure for both the land cost recovery and any operational deficits.

Recommendation

City Council require the recovery of approximately \$2 million of City land acquisition costs as part of any future Gateway plan proposal.

Also, for any proposal regarding a publicly owned and operated tourist attraction, the City be provided advance notice of its exposure for both the land cost recovery and any operational deficits.

6(8)(a)

Economic Development Corporation
Tourism Sault Ste. Marie Gateway Committee
2010 02 08
Page 2.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kI

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Alagash Investments Ltd.

7(a)



Operating Greyhound Bus Lines of Canada Agency
73 Brock Street
Sault Ste. Marie, ON P6A 3B4
(705) 942-4020 Fax (705) 942-6610

January 6, 2010

Terry:

On January 17, 2010, Greyhound's East bound buses will leave Sault Ste. Marie at 19:30 hours and 07:30 hours every day.

I have included the actual bus schedule as well.

Thank you for all you have done towards this situation and I hope this information helps.

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

Darryl Buck,
President.

7(a)

READ DOWN

READ DOWN

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-22

AGREEMENT: (L-269) A by-law to authorize an agreement between the City and 1309972 Ontario Limited for the operation of Brody's Sports Bar and Grill at the John Rhodes Community Centre.

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 1st day of March, 2010 and made between the City and 1309972 Ontario Limited for the operation of Brody's Sports Bar and Grill at the John Rhodes Community Centre.

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 8th day of February, 2010.

MAYOR - JOHN ROWSWELL

CLERK - DONNA P. IRVING

NOTICE

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

CITY SOLICITOR

10(a)

SCHEDULE "A"

Lease File No. L-269

This Agreement made this 1st day of March, 2010

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

B E T W E E N: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Landlord"

- and -

1309972 ONTARIO LIMITED, carrying on
business as Brody's Sports Bar and Grill

hereinafter called the "Tenant"

WHEREAS the Landlord and the Tenant entered into an original Lease Agreement on March 1, 2000 regarding the demised premises;

AND WHEREAS the original Agreement was authorized by By-law 2000-103 passed by the Landlord on April 17, 2000;

AND WHEREAS By-law 2001-66 was passed on April 23, 2001 to amend Schedule "B";

AND WHEREAS the Tenant exercised its option to renew the Lease which renewal was authorized by By-law 2005-17 passed by the Landlord on February 7, 2005;

AND WHEREAS the Tenant has now exercised its second of three renewal options for the Lease;

NOW THEREFORE IN CONSIDERATION of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

1. In this lease:

- (a) "Demised Area" shall mean a restaurant/lounge comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 6,000 square feet of leaseable area.
- (b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:
 - (i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from the Demised Area.
 - (ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
 - (iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
 - (iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.
 - (v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business

at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.

No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the full price in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

- (i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.
- (ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
- (iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.

- (c) "Manager" shall mean the Landlord's Manager of Community Centres.
2. (a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing March 1, 2010, and expiring February 28, 2015, on the terms and conditions set out in this lease with rent payable on the 10th day of each month during the term.
- (b) The Tenant shall be allowed one (1) more option to renew the lease for five (5) years. All terms of the lease shall be subject to review after the term of this lease. If any of the terms of next renewal cannot be agreed to by the parties, the terms shall be determined by arbitration in accordance with the Arbitrations Act.
3. (a) The Tenant shall pay the Landlord rent consisting of 6% of gross revenue.
- (b) The percentage rent shall become due and be paid quarterly as Additional Rent not later than fifteen (15) days after the last day of each quarter of each lease year based upon the gross revenue of the Tenant during such quarter of each lease year based upon the gross revenue of the Tenant during such quarter as shown by the monthly statements submitted by the Tenant as required under this lease.
- (c) On or before the fifteenth (15th) day after each month of the term of this lease and on or before the fifteenth (15th) day after the termination date of this lease the Tenant shall provide to the Landlord a statement in writing signed and verified by the Tenant and setting forth the amount of the Tenant's gross revenue for the proceeding month.
- (d) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
- (i) its own cleaning costs.
 - (ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which can be billed monthly to the Tenant by the Landlord.

- (iii) any G.S.T. or H.S.T. payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax that may be applicable.
 - (iv) common area costs, snow removal costs, and security costs to be charged in total at \$350.00 per month.
- (e) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.
4. (a) The Tenant covenants with the Landlord:
- (i) to pay rent;
 - (ii) to pay all charges (including penalties and interest) for water, electricity and other utilities supplied to the Demised Area, directly to the supplier thereof in each case;
 - (iii) to pay all cable or satellite television charges;
 - (iv) not to make changes in the Demised Area except in accordance with plans therefor which have been submitted to, and approved by, the Manager, such approval not to be unreasonably withheld and to make any such changes expeditiously in a good and workerlike manner (including property clean-up) to the satisfaction of the Manager;
 - (v) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
 - (vi) to use the Demised Area only for the purposes of a restaurant and licensed beverage lounge;
 - (vii) not to assign or sublet without leave which leave will not be unreasonably withheld by the Landlord;
 - (viii) not to erect any signs on the Demised Area without the written consent of the Manager;
 - (ix) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - (x) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
 - (xi) not to store inflammable or explosive substances on the Demised Area;
 - (xii) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - (xiii) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and

- (xiii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
 - (xiv) to be responsible for the cleaning costs of the Demised Area.
 - (xv) to provide on a confidential basis the most recent financial statement if requested by the Landlord.
- (b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term, which includes kitchen and bar equipment. The Tenant shall be responsible for the maintenance of such equipment.
- (c) The installation and repair of all heating and air conditioning equipment shall be the responsibility of the Landlord. The Landlord shall replace any heating or air conditioning equipment that requires replacement due to normal wear and tear. The repair and maintenance of any restaurant and kitchen related equipment shall be the responsibility of the Tenant.
5. The Tenant's hours of operation shall be from 11:00 a.m. to 2:00 a.m., seven days per week, unless the Tenant otherwise advises the Landlord in writing about the change in the hours of operation.
 6. It is the responsibility of the Tenant to apply for and satisfy all the requirements of the Liquor Licence Board of Ontario.
 7. If the Tenant decides to undertake any fundraising activities for charities, such as but not limited to Break-open Nevada tickets, within the Demised Area, the charity selected shall be from a list of charities provided by the Landlord.
 8. For any products that are tendered for by the City, such as but not limited to soft drinks, potato chips, chocolate bars, the Tenant agrees to use only those products in the Demised Area and will pay the same price paid by the City for those products.
 9. The Tenant covenants that the entrance and exit to the Demised Area shall be from the second floor between Area One and Area Two only and the Tenant shall cause proper signs in this regard to be erected.
 10. (a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy and Insolvency Act or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
(b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.

- (c) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.
11. (a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the *Workplace Safety and Insurance Act, 1997*, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- (b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
- (i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
 - (ii) liability insurance for bodily injury, death or property damage up to \$2,000,000.00.
- Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.
- (c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act*, R. S. O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- (d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
- (e) The provisions of this clause 11 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xii) and (xiii) of clause 4(a) of the lease.
12. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.

13. (a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:

Manager of Community Centres
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:

Brody's Sports Bar and Grill
280 Elizabeth Street
Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

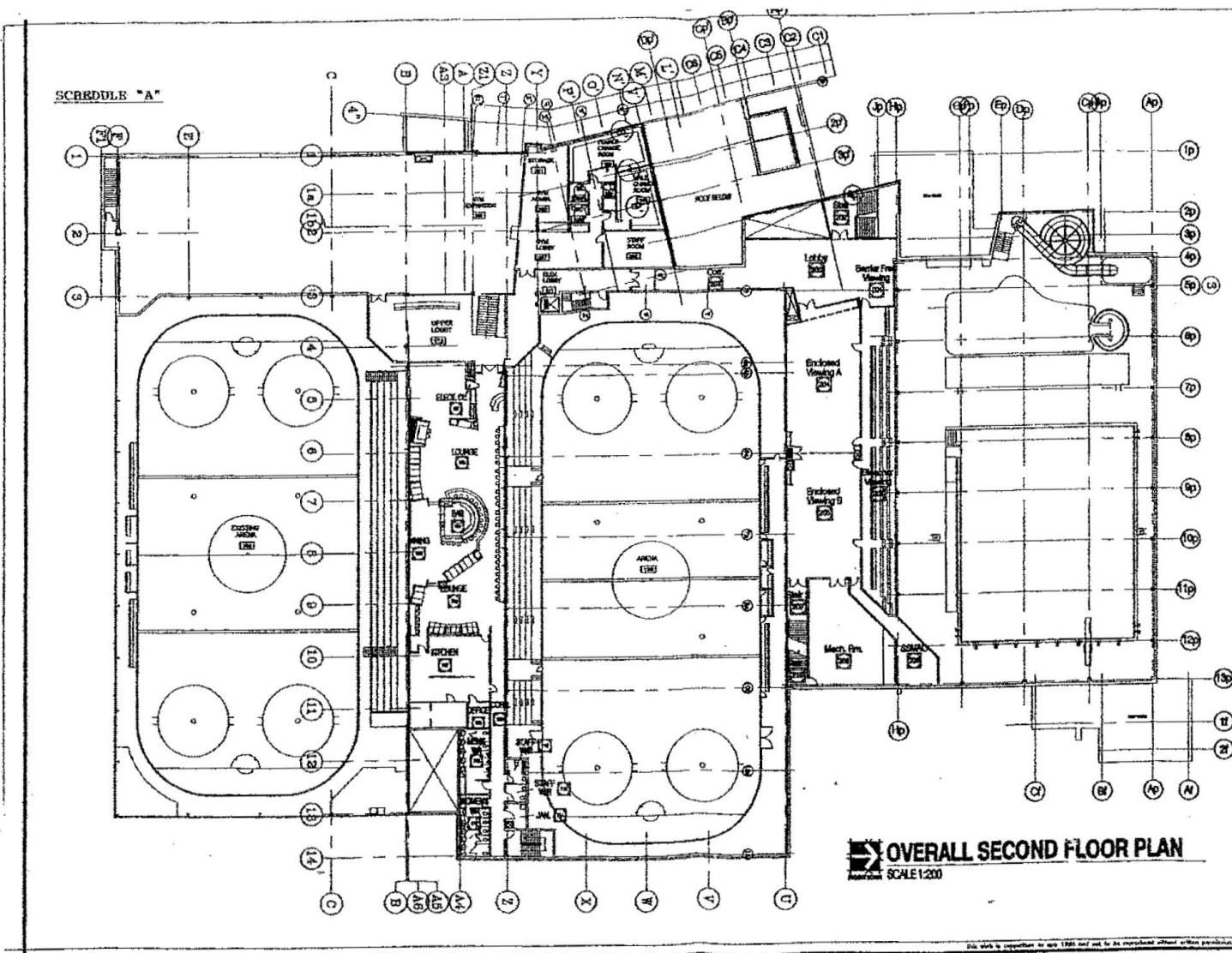
- (b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.
14. (a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- (b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.
15. (a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
- (b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.
16. The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:

- (a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - (b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
 - (c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.
17. (a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- (c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- (d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.
18. (a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- (c) The provisions of this lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

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

) THE CORPORATION OF THE CITY OF SAULT STE MARIE
)
)
) MAYOR – JOHN ROWSWELL
)
)
) CLERK – DONNA P. IRVING
)
)
) 1309972 ONTARIO LIMITED
)
)
) PRESIDENT
) I have authority to bind the corporation

10(a)



ePo

ellis · pastore · oswin
consultants inc.
725 queen street west st. made ont. p.o. 226
epl@sympatico.ca tel: 705 946-5241 fax: 946-5222

seal

Not to be used for construction unless
sealed and signed by the architect or engineer

John Rhodes
Community Centre
Queen Elizabeth Pool
Complex

All measurements to be confirmed in field by Contractor.
Errors & omissions to be reported to Architect or
Engineer prior to proceeding with work. Responsibility for
construction of all work rests with General Contractor.

revision

scale printed

not to scale

date december 17/99

checked

drawn w. sequin
m. tholberg

drawing

Overall
Second
Floor Plan

9903 number

a2.0

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-28

AGREEMENTS: (E.3.4.4.) A by-law to authorize an agreement between the City and STEM Engineering Group Incorporated for services in connection with the aqueduct repairs of the Fort Creek Aqueduct at Alexandra Street and the secondary Aqueduct on Central Street at the Young Street Crossing.

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 20th day of January, 2010 and made between the City and STEM Engineering Group Incorporated for services in connection with the aqueduct repairs of the Fort Creek Aqueduct at Alexandra Street and the secondary Aqueduct on Central Street at the Young Street Crossing.

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 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

da/staff/by-laws/2010/2010-28/Eng Agrmt 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(b)

SCHEDULE "A"

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 20th 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-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform a rebuild of the Fort Creek Aqueduct at Alexandra Street and the secondary Aqueduct on Central Street at the Young Street Crossing.

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

This work will include the replacement of the existing aqueducts passing under the respective roadways at Alexandra Street in the cities central area, and at the Young Street intersection at Central Street in the cities west end, including the road restoration work as required. This work is to include preparation of tender documents and contract administration.

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.

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.

- (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 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. 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 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

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 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.

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 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.

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.

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**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 1 (Schedule D – Services)

2.01.1 Services to be provided by Client

Refer to Appendix 1 (Schedule D – Services)

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.

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 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.

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.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 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.

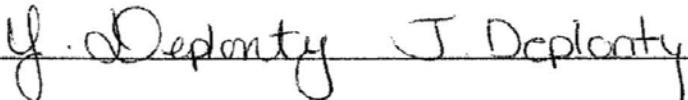
(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

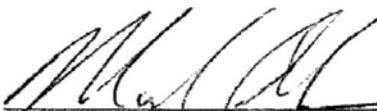
Estimated Fees are contained in Appendix 2. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:

**STEM ENGINEERING**

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



Mark P. Coleman, P. Eng.
Principal

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

CITY CLERK - Donna P. Irving

10(b)

APPENDIX 1

SCHEDULE D - SERVICES

SCHEDULE D SERVICES**ARTICLE 2 - SERVICES**2.01 Consultants Services for General Municipal Project

Category No. 1 Services

- (a) None anticipated at this time.

Category No. 2 - Services

(b) Preliminary Design and Reports

1. Meet with the appropriate representatives of the municipality, including the municipal engineer, planning director, works committee or council to:
 - Obtain full information on existing and proposed municipal services, roads and other facilities.
 - 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. Survey the entire length of the aqueduct to determine flow characteristics. (Fort Creek Only)
4. Establish the design criteria for the design of the Projects.
5. Conduct total station survey of the limits of the project.
6. Assemble existing soils data and recommend additional soils programs if required.

(c) Detailed Design, Final Drawings and Specifications

1. Obtain detailed profiles and cross-sections as necessary for the detailed design and computation of tender quantities.
2. Initiate a soils investigation program.
3. Prepare drawings.
4. Prepare specifications.
5. Prepare construction contract documents.
6. Assist in obtaining approvals.

Schedule D

(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.

Schedule D

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. Design criteria establishing the type of roadway, number of lanes, design speed, minimum sight distance, maximum grade and maximum curvature and the desirable dimensional arrangement of pavements, medians, shoulders, rights-of-way, intersections, auxiliary turning lanes, bus bays and entrances.
2. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way, and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.

Schedule D

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. Soils, foundation and hydrological reports for bridges, where required, for the proper design of the Project.
7. Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the Client.
8. Any information, Functional Study or Pre-design Investigation undertaken for the Project or any adjoining property.
9. Any available traffic information or transportation study of the Project area.
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(b)

APPENDIX 2

ENGINEERING ESTIMATES

10(b)



875 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Fort Creek Aqueduct - Alexandra Crossing	Project No.	09120.01
Description:	Engineering of New Section of Aqueduct @ Alexandra Street	Date:	January 20, 2010
	Survey, Design, Detailed Engineering Dwg and Site Review		

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary		5	\$ 125.00	625.00
Survey (Entire Aqued. inside and out)	Interior Survey - Assume three men (2 inside/1 exterior) 3 days Exterior Survey - Assume two men - 1 wk	24 80	\$ 75.00 \$ 75.00	1,800.00 6,000.00
Engineering	Structural - Allow one week for design Civil - Allow 3 days for design Flow analysis of the entire Fort Crk Aqueduct - dev. Overall strategy for staged replacement	35 24 40	\$ 95.00 \$ 95.00 \$ 95.00	3,325.00 2,280.00 3,800.00
Drafting	Structural Arrangement / Plan Structural Sections & Elevations - allow 1 drawing Structural Engineering Details - say 1 drawing Structural Rebar Details - say 2 drawings Civil drawings - say 2 drawings @ 30 hrs/ dwg	30 30 30 50 60	\$ 75.00 \$ 75.00 \$ 75.00 \$ 75.00 \$ 80.00	2,250.00 2,250.00 2,250.00 3,750.00 4,800.00
Checking	Drafting (say 10 drawings at 4 hrs/ dwg)	40	\$ 75.00	3,000.00
Site Services	2010 - Full time shared with Young 40 days @ 10 hrs / day Engineering support(as req'd) - allow 10 hrs / week @ 8 wks Senior Engineering support allow	400 80 10	\$ 65.00 \$ 95.00 \$ 125.00	26,000.00 7,600.00 1,250.00
Supervision	allow	25	\$ 125.00	3,125.00
Clerical	allow	15	\$ 45.00	675.00
Meetings	allow 1 meeting every two weeks, engineer	16	\$ 125.00	2,000.00
Disbursements	at cost +5 %			
		SUBTOTAL	994.00	\$ 76,780.00
		5% GST		\$3,839.00
		TOTAL		\$80,619.00



875 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B3

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f. 705.942.7515

10(b)

ENGINEERING ESTIMATE

Project:	Central Creek Aqueduct - Young Street Crossing	Project No.	09120.02
Description:	Engineering of New Crossing at Young Street	Date:	January 20, 2010
Design, Detailed Engineering Dwgs and Site Review			

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary		5	\$ 125.00	625.00
Survey	Not required	-		
Engineering	Structural - Allow 3 days for design	24	\$ 95.00	2,280.00
	Civil - Allow 3 days for design	24	\$ 95.00	2,280.00
	Flow analysis not required.	-		
	New Access Hatches Main Aqueduct	10	\$ 95.00	950.00
Drafting	Structural Arrangement / Plan	20	\$ 75.00	1,500.00
	Structural Sections & Elevations - allow 2 drawings	50	\$ 75.00	3,750.00
	Structural Engineering Details - say 2 drawings	50	\$ 75.00	3,750.00
	Structural Rebar Details - say 2 drawings	40	\$ 75.00	3,000.00
	Civil drawings - say 2 drawings @ 25 hrs/ dwg	50	\$ 80.00	4,000.00
	New Access Details Main Aqueduct	20	\$ 75.00	1,500.00
Checking	Drafting (say 10 drawings at 4 hrs/ dwg)	40	\$ 75.00	3,000.00
Site Services	2010 - Full time shared with Alexandra 60 days @ 10 hrs / day	200	\$ 65.00	13,000.00
	Engineering support(as req'd) - allow 10 hrs / week @ 4 wks	40	\$ 95.00	3,800.00
	Senior Engineering support allow	5	\$ 125.00	625.00
Supervision	allow	15	\$ 125.00	1,875.00
Clerical	allow	10	\$ 45.00	450.00
Meetings	allow 1 meeting every two weeks, engineer	5	\$ 125.00	625.00
Disbursements	at cost +5 %			-
	SUBTOTAL	608.00	\$ 47,010.00	
	5% GST			\$2,350.50
	TOTAL			\$49,360.50

10(b)

09120

Fort Creek Aqueduct - Alexandra Crossing and
Central Creek Aqueduct Young Street Crossing

SPECIALTY SERVICES

Fees for specialty services are considered extra to the above. Should those services be required, a separate cost estimate will be provided to the City for review. Upon acceptance of the quotations, the service will be invoiced to the City at cost, plus 5%.

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-31

AGREEMENTS: (L.5.2.4(3)) A by-law to authorize an agreement between the City, Royal Bank of Canada and 1138826 Ontario Limited operating as Pino's Get Fresh Foods to establish a financial support for the video scoreboard at the Essar Centre.

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 25th day of September, 2009 and made between the City, Royal Bank of Canada and 1138826 Ontario Limited operating as Pino's Get Fresh Foods to establish a financial support for the video scoreboard at the Essar Centre.

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 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH \Staff\By-laws\2010\2010-31 RBC & Pino's Agt

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"

SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into on the 25th day of September, 2009.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

- and -

ROYAL BANK OF CANADA
(hereinafter referred to as "RBC")

- and -

1138826 ONTARIO LIMITED
o/a PINO'S GET FRESH FOODS
(hereinafter referred to as "Pino's")

WHEREAS the City is the registered owner of a sports and events arena known as "Essar Centre" located at 269 Queen Street East in Sault Ste. Marie, Ontario;

AND WHEREAS a video scoreboard is a valuable asset adding to the enjoyment and understanding of sporting events at the Essar Centre;

AND WHEREAS the City requires a financial commitment in order to proceed with the supply and installation of the video component of the video scoreboard for the Essar Centre;

AND WHEREAS both RBC and Pino's have committed to provide the necessary financing for the video scoreboard;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION AND TERM

1.1. Definitions. The following terms have the following definitions:

(a) **"Act of Default"** means those actions listed in Section 10 herein;

- (b) "**Agreement**" means this Agreement and all attached Schedules;
 - (c) "**Benefits**" means any marketing or advertising opportunities and any other privilege or exclusivity granted by the City to RBC or Pino's pursuant to this Agreement;
 - (d) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday where any Party is situated;
 - (e) "**Effective Date**" means the later of either March 1, 2007, or the day upon which the video scoreboard is installed and operational;
 - (f) "**Financial Services**" means products or services in retail or business banking, investment banking, brokerage services, mortgage lending services, wealth management, insurance or such other financial services including those set out in Schedule A;
 - (g) "**Financial Services Business**" means any business that offers Financial Services as defined above;
 - (h) "**Food Services**" means the retail sale of food products and includes sales through a grocery store and/or a restaurant;
 - (i) "**Food Services Business**" means any business that offers Food Services as defined above;
 - (j) "**Mark**" means any of an entity's trademarks, service marks, official mark, logos, brands or names, and "**City Mark**", "**RBC Mark**", and "**Pino's Mark**" means any Mark owned by each of them;
 - (k) "**Naming Rights**" means the right to name a room, section, sign, information board or any other item, said item negotiated to bear a name in exchange for specified consideration.
 - (l) "**Party**" means the City, RBC or Pino's, as applicable, and Parties shall refer to them collectively.
- 1.2. **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.
- 1.3. **Term.** The term of this Agreement shall be for seven (7) years, commencing on the Effective Date and terminating on January 31, 2014 (the "Term").
- 1.4. **Right of Renewal.** RBC and Pino's shall have the right to renew this Agreement for an additional term of five years, on the following conditions:

- (a) RBC and Pino's shall each advise the City no later than six (6) months before the end of the Term of its intention with respect to renewing this Agreement;
- (b) Should RBC and Pino's advise that each does not intend to renew this Agreement, the City shall then be entitled to enter into negotiations with third parties, including a Financial Services Business, concerning any or all of the rights contained herein, to conclude an agreement that is effective on the expiration date of this Agreement;
- (c) Should RBC and Pino's advise that it does intend to renew this Agreement, this Agreement will be renewed on the terms and conditions as agreed between the parties hereto, unless terminated earlier in accordance with this Agreement as renewed;
- (d) Should one of either RBC or Pino's advise that it does not intend to renew this Agreement, while the other party (the "Renewing Party") does intend to renew the Agreement, then the Renewing Party will have a first right of refusal regarding the full Benefits and obligations defined herein;
- (e) RBC or Pino's may, at any time in writing, waive its rights to renewal with respect to the rights granted herein.

2. GRANT OF RIGHTS AND BENEFITS

- 2.1.** The City grants to RBC and Pino's, during the Term, certain rights and benefits (the "Benefits") which shall include the following.
 - (a) The City covenants that no agreement shall be entered with a Financial Services Business or Food Services Business for Naming Rights at the Essar Centre.
 - (b) The City acknowledges that RBC and Pino's are placed at the second level of sponsorship at the Essar Centre. Only Essar Steel is currently positioned at a higher level (top sponsor). The City covenants that no other Financial Services Business or direct competitor to Pino's shall be granted sponsorship rights or provided sponsorship opportunities at the Essar Centre at a level higher than, or at the same level as, RBC and Pino's. For greater clarity, the City will not permit a competitor of RBC or Pino's to advertise in the Essar Centre in a manner which significantly decreases the value of the sponsorship entered into between the Parties during the term of this contract;
 - (c) The City shall provide to RBC and Pino's equally shared advertising space upon the video scoreboard and covenants that no other sponsor or advertiser will be permitted to advertise on the physical space of the scoreboard itself.

- Notwithstanding the foregoing, the parties acknowledge that advertising content displayed on the video portion of the scoreboard is excluded from this limitation;
- (d) The parties agree that a portion of the video scoreboard advertising space shall be reserved for one (1) naming sponsor that will not be a Financial Services Business or a Food Services Business (currently Essar Steel);
 - (e) Each of RBC and Pino's shall receive, during both the first and second intermissions, one (1) thirty-second advertising spot on the video scoreboard. Said advertising spots shall be provided during all pre-season, regular season and play-off Soo Greyhound home games. No Financial Services Business, except for RBC, or Food Services Business, except for Pino's, will be permitted to advertise on the video scoreboard during the intermissions. It is expressly agreed between the Parties that advertising spots during special games including the Memorial Cup, OHL All Star Game or the Prospects Game are not covered under this Agreement.
 - (f) The City shall provide to each of RBC and Pino's four season tickets during each year of this Agreement. The City agrees to provide the season tickets prior to the commencement of each hockey season. The specific location of the season tickets shall be mutually agreed to between the Parties acting reasonably (currently located in Row F, section 118, Seats 9-12, inclusive);
 - (g) The City agrees to provide to each of RBC and Pino's the use of the corporate luxury suite (24 seats) for one Soo Greyhound regular season game during each year of this Agreement.
 - (h) The City shall provide to each of RBC and Pino's one corporate sponsor night, including one hundred (100) children's tickets per sponsor night, during each year of this Agreement. The date for each sponsor night shall be arranged in conjunction with the Soo Greyhound Hockey Club and determined to ensure at least sixty (60) days notice to RBC or Pino's, as the case may be.

- 2.2.** All Benefits granted by the City to RBC and Pino's in this Agreement may be used by RBC or any of its subsidiaries and by Pino's or any of its sudsidiaries and associated businesses.
- 2.3.** The City has the right to display other advertisers or to cover the video scoreboard advertisers, if required, for major national or international events.

3. VIDEO SCOREBOARD

- 3.1.** **Installation.** The City shall be responsible for the installation and maintenance of the video scoreboard.

- 3.2. **Maintenance.** The City covenants to keep the video scoreboard clean, maintained, and in good working order so that it functions in its intended manner throughout the term of this Agreement.

4. SPONSORSHIP FEES

- 4.1. RBC shall pay to the City the sum of twenty thousand dollars (\$20,000.00) each year of this Agreement, in accordance with Schedule "B" attached hereto.
- 4.2. Pino's shall pay to the City the sum of twenty thousand dollars (\$20,000.00) each year of this Agreement, in accordance with Schedule "B" attached hereto.

5. PROPRIETARY SYMBOLS

- 5.1. **Ownership of RBC Mark.** RBC or any of its subsidiaries, as the case may be, has the exclusive ownership of any and all right, title and interest in the RBC Mark, as well as any copyrights relating thereto. Except as provided in Section 5.5(a), the City agrees that it has no right, title or interest in the RBC Mark. Pino's agrees that it has no right, title or interest in the RBC Mark.
- 5.2. **Ownership of Pino's Mark.** Pino's has the exclusive ownership of any and all right, title and interest in the Pino's Mark, as well as any copyrights relating thereto. Except as provided in Section 5.5(b), the City agrees that it has no right, title or interest in the Pino's Mark. RBC agrees that it has no right, title or interest in the Pino's Mark.
- 5.3. **Ownership of City Mark.** The City has the exclusive ownership of any and all right, title and interest in the City Mark, as well as any copyrights relating thereto. Except as provided in Section 5.5(c), RBC and Pino's agree that they have no right, title or interest in the City Mark.
- 5.4. **Dispute.** Neither the City, RBC nor Pino's shall directly or indirectly, at any time, dispute or contest the validity and enforceability of any Mark owned by any other of them nor attempt or propose any act which may have the effect of depreciating the goodwill associated therewith.
- 5.5. **License to use Marks.**
- (a) Subject to the terms of this Agreement, RBC hereby grants to the City a non-exclusive, royalty free, license to use during the Term the RBC Mark (without any alteration or modification thereof) in connection with providing the Benefits to RBC as contemplated by this Agreement.
- (b) Subject to the terms of this Agreement, Pino's hereby grants to the City a non-exclusive, royalty free, license to use during the Term the Pino's Mark (without

any alteration or modification thereof) in connection with providing the Benefits to Pino's as contemplated by this Agreement.

- (c) Subject to the terms of this Agreement, the City hereby grants to RBC, its subsidiaries and Pino's a non-exclusive, royalty free, license to use during the Term the City Mark (without alteration or modification thereof) to (i) advertise and promote RBC or Pino's, as the case may be, and its subsidiaries products and services and (ii) produce merchandise bearing the City Mark in connection with such advertisement and promotion.

5.6. Control of Use.

- (a) Neither the City, RBC, Pino's, nor any of their respective subsidiaries or affiliates (the "User") shall use another Party's Mark for any purpose without the prior written consent of the owner of the Mark (the "Owner"). Once such consent has been obtained, the User may produce the identical materials on future occasions during the Term, in accordance with the terms herein, without seeking any further consent from the Owner.
- (b) All use of the Marks shall be in accordance with the specifications of the Owner as communicated from time to time pursuant to this Agreement. Without limiting the generality of the foregoing, the Marks shall be used in conformity with the form, font, typeface and colours as communicated by the Owner, and except as to the size of reproduction, the Marks shall not be altered in any way. Each use is to be accompanied by the appropriate trademark, service mark, copyright, or other designation required by the Owner. The User shall make whatever change is required by the Owner to comply with the Owner's specifications.
- (c) The User shall not make any changes to any item bearing the Owners' Mark without the prior written consent of the Owner. All errors in the use of the Owner's Mark will be corrected promptly by the User after notification thereof by the Owner.

5.7. No Combined Marks. The User will not place the Owner's Mark in such proximity to other trademarks, trade names or corporate logos as to give the impression that a new or combined mark has been created as the result of such proximity.

5.8. Indemnity re Marks. Each Party, (the "Indemnifying Party") agrees to indemnify and hold the other Party and its respective directors, officers, employees and agents (the "Indemnified Party") harmless from all losses, costs and expenses, including reasonable attorneys fees, arising out of any claim by a third party that the Mark of the Indemnifying Party infringes on any proprietary right of such third party, but only on the condition that:

- (a) The Indemnifying Party shall have sole conduct of all proceedings and negotiations connected with such claims;

- (b) The Indemnified Party shall promptly notify the Indemnifying Party of all such claims and will not make any admissions regarding them; and
 - (c) The Indemnified Party will provide the Indemnifying Party with reasonable assistance and authority in connection with such claims.
- 5.9. Removal of Mark.** In the event that either RBC or Pino's decides in its sole discretion that it would like to discontinue the use of the RBC Mark or the Pino's Mark, as the case may be, and/or any other references to RBC or Pino's on any promotional or other materials the production of which is contemplated by this Agreement, the City agrees that it will immediately, upon notice from RBC or Pino's to this effect, remove the Mark and/or references to the Party from said materials specified by Party and do anything further required by RBC or Pino's to disassociate itself from the party requesting removal, providing the City shall be permitted to distribute promotional materials that were produced prior to the City receiving such notice.

6. UNAUTHORIZED COMMERCIAL COMPETITION

The City agrees to take all reasonable steps to protect the Benefits provided hereunder from unauthorized commercial competition, including, without limitation, pursuing applicable legal remedies and reasonable cooperation with RBC or Pino's, as the case may be, in pursuit of any such remedies. "Unauthorized Commercial Competition" means any attempt by a competitor to one of the Parties, including a Financial Services Business, without the consent of the Parties hereto and with the knowledge of the City, to associate itself with the Essar Centre Notwithstanding the foregoing, unauthorized commercial competition shall not include sponsorship related to an event hosted at Essar Centre by a third party.

- 6.1.** The City agrees to promptly notify RBC or Pino's, as the case may be, of each and every instance of Ambush Marketing of which it becomes aware. To the extent that the City permits Ambush Marketing, the City agrees to bear all costs associated with pursuing such action. The City acknowledges that in the event of a breach or anticipated breach of this section by the City, irreparable damages may occur to RBC or Pino's and the amount of potential damages may be impossible to ascertain. Therefore, the City agrees that RBC or Pino's, as the case may be, may, in addition to pursuing any remedies provided by law, seek to obtain equitable relief.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1.** The City hereby represents, warrants and covenants to RBC and Pino's as follows and acknowledges that the Parties are relying on such representations and warranties in entering into this Agreement.

- (a) The City is a duly incorporated and validly subsisting municipal corporation and the execution and delivery of this Agreement has been duly authorized and once executed this Agreement will constitute a legal, valid and binding obligation of the City.
- (b) The City has the full right, power and authority to operate, promote and market Essar Centre, including installation of the video scoreboard, and has obtained all the necessary authorizations, approvals and consents required to do so and to enter into this Agreement and to perform its obligations hereunder.
- (c) The installation and use of the video scoreboard complies with all applicable laws, regulations and policies of any governmental authority now in effect or in effect at any time during the Term, and will not violate any copyright, patent, trademark or proprietary right of any third party, or any applicable law, regulation or non-proprietary third party right.

8. INDEMNITIES AND INSURANCE

- 8.1. The City agrees to indemnify and hold RBC, Pino's and any of their subsidiaries and affiliates and each of their respective directors, officers, employees, agents and representatives harmless from and against any claims, demands, causes of action or damages (including lawyers fees) arising from the installation or maintenance of the video scoreboard or out of a negligent act or omission of the City or those for whom by law the City is responsible in relation to the installation and clock maintenance.
- 8.2. The City shall obtain and maintain at its own expense the following insurance coverage:
 - (a) comprehensive general liability insurance covering, with a limit of not less than \$5 million per occurrence, with no aggregate limit, for personal injury, bodily injury (including death) and property damage. The policy for this insurance will cover the operations of the City and will include the following coverage: products and completed operations and blanket contractual liability, naming RBC as an additional insured and will include a cross liability and severability of interests clause;
- 8.3. The above insurance policies shall be endorsed to provide RBC and Pino's with thirty (30) days prior written notice in the event of cancellation (for non-renewal or otherwise) or material change of the policies. The City shall provide RBC and Pino's with information, including certificates of insurance, evidencing the insurance coverage referred to in Section 8.2 within 10 days of the Effective Date.

9. CONFIDENTIALITY AND NON-DISCLOSURE

- 9.1. The parties hereto agree to be bound by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

10. DEFAULT AND TERMINATION

10.1. Default and Termination.

- (a) The failure to comply with Section 5 or 9 herein shall be considered an Act of Default by any Party.
- (b) Failure to pay the Sponsorship Fee as and when agreed shall be considered to be an Act of Default by RBC and/or Pino's, as the case may be.
- (c) The following shall be considered to be Acts of Default by the City;
 - (i) If any of the representations or warranties given by the City herein are or becomes inaccurate;
 - (ii) If the City (A) makes an assignment for the benefit of creditors, (B) is adjudicated bankrupt, (C) files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other similar relief under the applicable bankruptcy or insolvency legislation, (D) has filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other similar relief under applicable bankruptcy law, which petition is not discharged within thirty (30) days, or (E) applies for or permits the appointment of a receiver or trustee over its assets,
 - (iii) Failure to deliver the benefits as described in Section 2; or
 - (iv) Failure to comply with Sections 7 or 8 herein.
- 10.2. Where a Party has committed an Act of Default (the "Defaulting Party"), one or both of the other Parties (a "Non-Defaulting Party") may terminate this Agreement, however only insofar as it binds them to obligations herein, by written notice to the Defaulting Party. Such termination shall be effective 30 Business Days after such written notice, unless the Act of Default is cured within that time to the satisfaction of the Non-Defaulting Party, acting reasonably. Notwithstanding the foregoing, if only one of RBC or Pino's terminates this Agreement, because of an Act of Default by the City, the Agreement will continue to bind the City and a Non-Defaulting Party which has decided not to terminate the Agreement. Further, if the City terminates this Agreement, because

of an Act of Default by only one of RBC or Pino's, the Agreement continues to bind the City and the remaining party that is not a Defaulting Party.

- 10.3. If RBC or Pino's terminates this Agreement because of an Act of Default by the City, they shall not be obligated to pay any further Sponsorship Fee and the City shall refund, on a *pro rata* basis, that portion of the Sponsorship Fee paid by RBC or Pino's, as the case may be, corresponding to any portion of Term that has been interrupted because of such Act of Default and termination of the Agreement.
- 10.4. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the terminating Party may have against another Party hereto, and shall not relieve such other Party from fulfilling the obligations accrued prior to such termination.
- 10.5. Upon termination of this Agreement, each Party shall immediately cease all use of the other Parties' Mark.

11. GENERAL CONTRACT PROVISIONS

- 11.1. **No Partnership.** No partnership, joint venture or relationship of principal and agent is intended between the Parties, and neither the City, RBC, nor Pino's may act as an agent for another Party hereto or make any representation or incur any obligation on behalf of another.
- 11.2. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and may be sent either by registered mail, facsimile transmission, e-mail or personal delivery, to the following addresses:

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

Facsimile: 705-759-6605
E-mail: n.apostle@cityssm.on.ca

Attention: Mr. Nick Apostle
Commissioner, Community Services

Royal Bank of Canada
220 Portage Ave - 9th Flr
Winnipeg, MB R3C 0A5

Facsimile: 204-988-4771
E-mail: liz.redston@rbc.com

Attention: Liz Redston
Manager, Communications & Sponsorships

**Pino's Get Fresh Foods
113826 Ontario Limited
219 Trunk Road
Sault Ste. Marie ON P6A 3S5**

Facsimile: 946-5841

Attention: Ben Pino, President

Any such notice, in the case of facsimile transmission or personal delivery, shall be deemed to have been received and shall be effective on the date of delivery and in the case of registered mail shall be deemed to have been received and shall be effective, on the fifth (5th) Business Day following the date on which it is mailed.

- 11.3. **Governing Law.** This Agreement is conclusively deemed to be made under, and for all purposes, to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario for the determination of any matter under this Agreement.
- 11.4. **Severability.** Each section of this Agreement is severable from the remainder of this Agreement such that, if a court of competent jurisdiction rules that any part of this Agreement is invalid, then that part shall be deemed to be removed from this Agreement and the remainder will stand in full force and effect.
- 11.5. **No Assignment.** Neither RBC nor Pino's shall assign their respective rights and obligations as set out in this Agreement to any other party without the prior written consent of the City. Notwithstanding the foregoing, RBC may assign its rights and obligations as set out in this Agreement to any of its subsidiaries without the consent of the other Parties hereto.
- 11.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any previous agreement between the Parties including, without limitation, all previous discussions, representations or undertakings, whether written or oral. A variation of this Agreement is only valid if it is in writing and signed by or on behalf of each Party.
- 11.7. **Enurement.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

10(c)

- 11.8. **Counterparts.** This Agreement may be executed in counterparts, including via facsimile transmission, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

THIS AGREEMENT HAS BEEN DULY EXECUTED by the Parties hereto.

Dated at Sault Ste. Marie, this 8th day of FEBRUARY, 2010

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

John Rowswell - Mayor

Donna Irving - City Clerk

Dated at WINNIPEG, this 21st day of DECEMBER, 2009.

ROYAL BANK OF CANADA

Per:

Jim McLean - Regional Vice President

Rob Johnston
Kirk Dudtschak - Regional President
We have authority to bind the Corporation

Dated at Sault Ste. Marie, this 25th day of September, 2009.

1138826 ONTARIO LIMITED

Per:

Ben Pino - President
I have authority to bind the Corporation

Schedule AFINANCIAL SERVICESRETAIL BANKING:

- Savings Accounts
- Chequing Accounts and Cheques
- Term Deposits/GICs
- Mortgages and Mortgage Certificates
- Treasury Bills
- Banking Services Packages
- Automated Bank Machines/Services
- Telephone Banking/Internet Banking/Home Banking
- Debit/Banking Machine Cards
- PC Banking
- Stored Value Cards
- Electronic Data Interchange (Financial)
- Money Market Services, including Foreign Exchange
- Cash Management Services including Electronic Cash Management
- Deposits/Investments
- Business Clients Cards
- Custody
- Treasury Management
- Securities Lending
- Automotive Financing and Leasing
- Equipment Financing and Leasing Services
- Asset Management
- Mutual Funds
- Loans/Lines of Credit and other Financing Products
- RSPs/RIFs/LIFs
- Credit/Charge Cards
- Collections
- Letters of Credit and other Documentary Credits
- Gold/Silver/Numismatic/Olympic Coins
- Gold/Silver Bullion/Certificates
- Travellers Cheques
- Money Orders, Drafts, Money Transfers
- Financial Planning
- Pension Products
- Corporate and Personal Trust Services
- Investment Management
- Corporate and Personal Stock Transfers
- Clearing and Settlement Services
- Safekeeping
- Correspondent Banking Services
- Factoring Services
- Interest Rate Derivative Products
- Payroll Services

INVESTMENT BANKING:

- Full Services Broker/Dealers and their Services
- Investment Advisory Services
- Discount Broker/Dealers and their Services
- Investment Banking

INSURANCE PRODUCTS AND SERVICES:

- Creditor
- Home
- Reinsurance
- Travel
- Life and Health
- Auto

10(c)

Schedule B

PAYMENT SCHEDULE

Agreement Year	Payment	Payment Date
Year 1	\$20,000.00	<i>Within 10 days of the Effective Date of this Agreement</i>
Year 2	\$20,000.00	February 1, 2008
Year 3	\$20,000.00	February 1, 2009
Year 4	\$20,000.00	February 1, 2010
Year 5	\$20,000.00	February 1, 2011
Year 6	\$20,000.00	February 1, 2012
Year 7	\$20,000.00	February 1, 2013

Staff\Agreements\Essar Centre Agreements\Video Score Board\Sponsorship – Essar Centre – 18 Sep 09.doc

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-32

APPOINTMENT: (A.3.2.) A by-law to appoint Malcolm White as City Clerk.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Municipal Act, 2001, c. 25 **ENACTS** as follows:

1. **APPOINTMENT – CITY CLERK**

Malcolm White is hereby appointed City Clerk.

2. **EFFECTIVE DATE**

This by-law becomes effective on March 1, 2010.

PASSED in open Council this 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2010\2010-32 Appt Clerk

NOTICE

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CITY SOLICITOR

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-33

APPOINTMENT: (A.3.2.) A by-law to appoint Rachel Tyczinski as Deputy Clerk and Manager of Quality Improvement.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Municipal Act, 2001, c. 25 **ENACTS** as follows:

1. **APPOINTMENT – DEPUTY CLERK AND MANAGER OF QUALITY IMPROVEMENT**

Rachel Tyczinski is hereby appointed Deputy Clerk and Manager of Quality Improvement.

2. **EFFECTIVE DATE**

This by-law becomes effective on March 1, 2010.

PASSED in open Council this 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2010\2010-33 Appt Deputy Clerk

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-34

LANE ASSUMPTION: a by-law to assume for public use and establish as a public lane, a lane in the Steelton Park Subdivision

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANES ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

da/by-laws/by-laws2010/ 2010-34 lane assump Steelton Park Sub

NOTICE

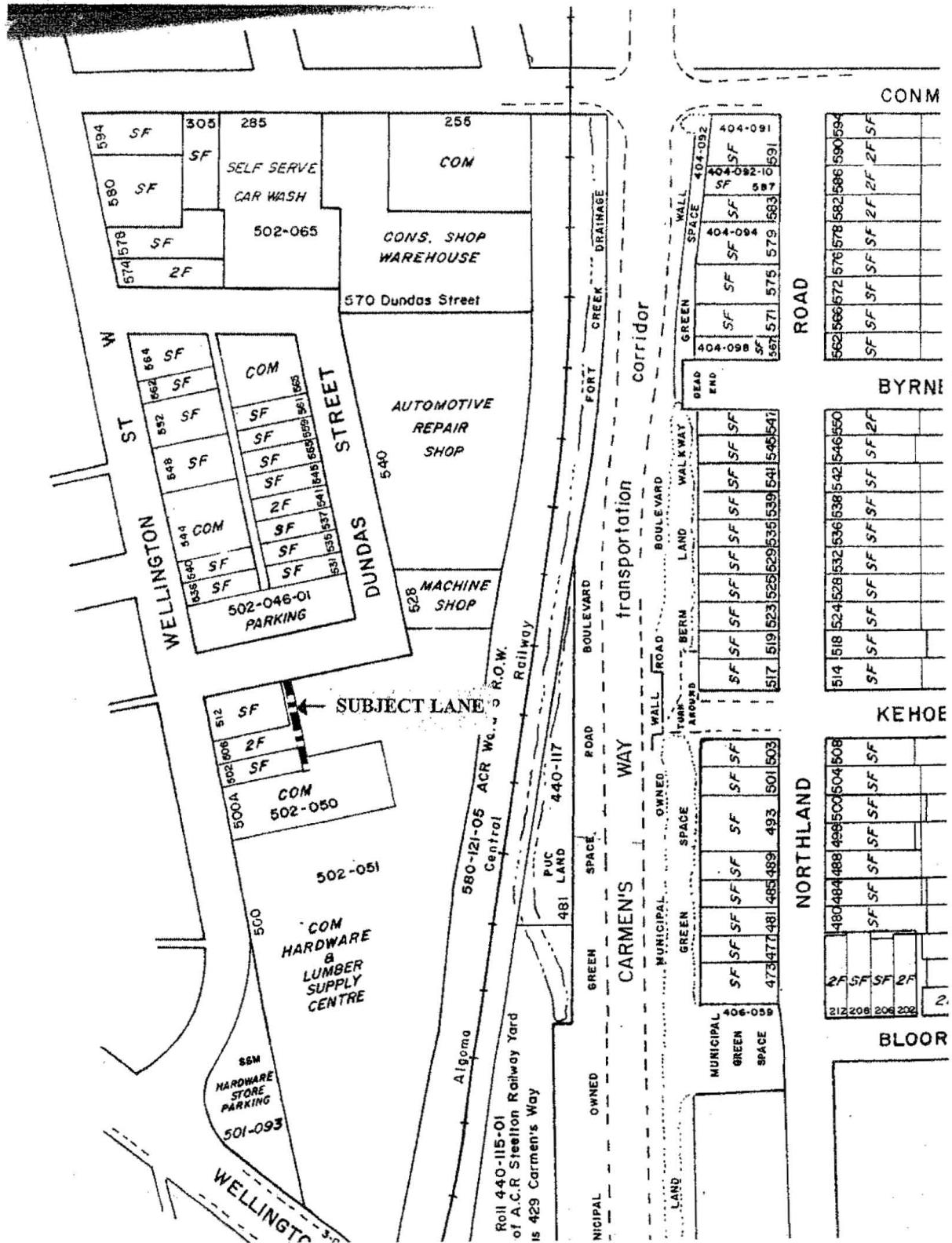
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CITY SOLICITOR

SCHEDULE "A" TO BY-LAWS 2010-34 and 2010-35

10(f)

The first 12' north/south lane lying south of Dundas Street and east of Wellington Street West, Steelton Park Subdivision, Plan 7172.



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-27

PROPERTY ACQUISITION: (P.4.5.369) a by-law to authorize the City's acquisition from Michele Lisa Defazio and Philip Gerard Defazio of the rear portion of 115 Fourth Line East an approximately 86.5' x 800' parcel of land for the purpose of future cemetery expansion.

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration respectively provided therefore in said Schedule "A".

2. **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 said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA P. IRVING

Da/Bylaws 2010/2010-27 Property Purchase Defazio.doc

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CITY SOLICITOR

10(g)

SCHEDULE "A" TO BY-LAW 2010-27

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: MICHELE LISA DEFAZIO
and PHILIP GERARD DEFAZIO

ADDRESS: rear portion of 115 Fourth Line East
Part of property described as PT SEC 24 KORAH AS
IN T406487; SAULT STE. MARIE, being
approximately 86.5' x 800'

CONSIDERATION: \$55,000.00
(subject to usual adjustments)

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2010-24

REGULATIONS: (R.1.2.13) A by-law to amend By-law 84-170 (a by-law to regulate the moving of structures on the streets of the City of Sault Ste. Marie by a system of permits).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 110 of the Highway Traffic Act of Ontario and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 84-170**

(a) Section 1(d) of By-law 84-170 is repealed and replaced with the following:

"(d) "Commissioner" means the Commissioner of Public Works & Transportation of the City of Sault Ste. Marie;" and any reference in the by-law to "Director" shall be amended accordingly.

(b) Any reference to the Sault Ste. Marie Police Department in the by-law shall be changed to "Sault Ste. Marie Police Service".

(c) Section 9 of By-law 84-170 is repealed and replaced with the following:

"After consultation with the Chief Building Official, the Sault Ste. Marie Police Service, Union Gas, Great Lakes Power Limited, Brookfield Power, Shaw Cable, PUC Inc., Bell Canada, Algoma Central Railway, Algoma Power and any other companies, utilities or government agencies that the Commissioner may decide upon, the Commissioner shall determine the hours within which a structure shall be moved and designate the streets upon which it shall be moved."

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2010\2010-24 Amends 84-170

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CITY SOLICITOR

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2010-35

LANE CLOSING: a by-law to stop up, close and authorize the conveyance of a lane in the Steelton Park Subdivision

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2010-34;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

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 give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time this 8th day of February, 2010.

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CITY SOLICITOR

MAYOR – JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

SCHEDULE "A" TO BY-LAWS 2010-34 and 2010-35

10(1)

The first 12' north/south lane lying south of Dundas Street and east of Wellington Street West, Steelton Park Subdivision, Plan 7172.

