

AGENDA

REGULAR MEETING OF CITY COUNCIL

2011 01 10

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2010 12 13 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the Agenda for the 2011 01 10 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Joyce Ferguson-Mowat, Public Health Inspector will be in attendance concerning Proclamation – “Environmental Public Health Week”.
- b) Sgt. Mike Davey, Co-ordinator Crime Stoppers will be in attendance concerning proclamation – “International Crime Stoppers Month”.
- c) Randy Roy, Volunteer with the Alzheimer Society will be in attendance concerning proclamation – “National Alzheimer Awareness Month”.
- d) David Shier, Development Officer, Sault Area Hospital Foundation and Denise Rodda will be in attendance concerning a book recently authored by Ms. Rodda.
- e) Brian Curran, President and Kim Seabrook, Executive Director, Sault Ste. Marie Safe Communities Partnership will be in attendance to provide Council with an update on the group’s activities.

PART ONE – CONSENT AGENDA

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that all the items listed under date 2011 01 10 - Part One - Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) A notice from the Ministry of Northern Development and Mines concerning Terms of Reference for a Class Environmental Assessment is attached for the information of Council.
- c) Correspondence from the Manager, CTV Sault Ste. Marie concerning an application to the Canadian Radio-television & Telecommunications Commission is attached for the information of Council.
- d) Correspondence from the Columbus Centre to Councillor Manzo concerning a project about the Italian Canadian World War II experience is attached for the information of Council.
- e) **Appointments to Boards and Committees**

Moved by Councillor S. Butland

Seconded by Councillor F. Manzo

Resolved that all the resolutions under date 2011 01 10 listed under Agenda item 5.(e) 1-38 inclusive are hereby approved.

- 1) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillors Steve Butland and Lou Turco, a representative from each of Social Services Department (Lynn Rosso) and the Planning Division (Jerry Dolcetti or designate), and citizens Jennifer Belyea, Don Calvert, Wayne King, Craig Kohler, Derrick Lavallee, Ann Marie McPhee, Catherine Meincke, Diane Morrell, Gerard Taylor and Evelyn Theriault be appointed to the Accessibility Advisory Committee from January 10, 2011 to December 31, 2012.
- 2) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich

- 2) Resolved that Councillors Terry Sheehan, Rick Niro and Paul Christian (alternate) be appointed to Algoma District Municipal Association from January 10, 2011 to December 31, 2012.
- 3) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Councillor Marchy Bruni and citizens Guido Caputo and Karen Marinich be appointed to Algoma Public Health from January 10, 2011 to December 31, 2012.
- 4) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillor Brian Watkins be appointed to the Celebrating International Friendship Committee – Bridgewalk Group from January 10, 2011 to December 31, 2012.
- 5) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillors Marchy Bruni, Paul Christian, Frank Fata, Rick Niro, Lou Turco and citizen Irene Oktaba be appointed to the Christmas Lighting Award Program Judging Committee from January 10, 2011 to December 31, 2012.
- 6) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that citizens Frank DelBosco, Robert Dumanski, Art Gualazzi Michael Sanzosti and Suzanne Farrell be appointed to the Committee of Adjustment from January 10, 2011 to November 30, 2014.
- 7) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillors Marchy Bruni, Frank Fata, Joe Krmpotich, Susan Myers, and Ian McMillan of Tourism SSM and City Clerk Malcolm White be appointed to the Conferences & Major Special Events Funding Committee January 10, 2011 to December 31, 2012.
- 8) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that citizens Carlo Barban, Suzanne Farrell Luca Robibaro and Ozzie Grandinetti (alternate) be appointed to the Court of Revision – Local Improvement from January 10, 2011 to December 31, 2012.
- 9) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich

- 9) Resolved that Deputy City Clerk and Manager of Quality Improvement (Rachel Tyczinski) be appointed to the CQI - Community Performance Report Committee from January 10, 2011 to December 31, 2012.
- 10) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillor Terry Sheehan and citizens Elspeth Belair, Irene Oktaba and Chris Rous be appointed to the Cultural Advisory Board from January 10, 2011 to December 31, 2012.
- 11) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that Councillors Frank Fata, Rick Niro and Brian Watkins be appointed to the Dangerous Dog Committee from January 10, 2011 to December 31, 2012.
- 12) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Councillor Steve Butland, staff representatives from Engineering Department and Public Works and Transportation Department, one Ministry of the Environment representative and citizens Gordon Adams, Kathy Lemieux, Rosina MacDonald, Peter McLarty, and Ian Thompson be appointed to the Environmental Monitoring Committee from January 10, 2011 to December 31, 2012.
- 13) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillor Lou Turco be appointed to the Federation of Northern Ontario Municipalities (FONOM) from January 10, 2011 to December 31, 2012.
- 14) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Mayor Debbie Amaroso and Councillors Marchy Bruni, Frank Fata, Joe Krmpotich and Terry Sheehan, the Commissioner of Finance, the Manager of Budgets and Revenue and the Manager of Finance and Audits and Chief Administrative Officer (non-voting member) be appointed to the Finance Committee from January 10, 2011 to December 31, 2012.
- 15) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich

- 15) Resolved that Councillor Susan Myers and citizens Nancy Aronson, Carol Caputo, Andrea Furber, Carl Gruhzit, Suzanne Hanna, Harriet Hershey, Shelley V. Howard, Kelly Marshall, Kathryn McAuley Yukich, Judy McGonigal and Brian Tremblay be appointed to the Historic Sites Board from January 10, 2011 to December 31, 2012.
- 16) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Councillor Marchy Bruni be appointed to the Humane Society from January 10, 2011 to December 31, 2012.
- 17) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillor Lou Turco and citizens Lloyd Beilhartz, David Ellis, Robert Ewing, Roger Kinghorn, Anne MacGregor, Kelly Marshall, Harvey Robbins, Ted Wall and Bryan Hayes be appointed to the Municipal Heritage Committee from January 10, 2011 to December 31, 2012.
- 18) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillors Steve Butland, Pat Mick and Terry Sheehan be appointed to the Municipal Environmental Initiatives Committee (Green Committee) from January 10, 2011 to December 31, 2012.
- 19) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that Councillors Paul Christian, Pat Mick and Susan Myers be appointed to the Municipal Handbook Committee from January 10, 2011 to December 31, 2012.
- 20) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Councillor Brian Watkins and citizens Jerry Bumbacco, Robert J. Carricato, Gino Cavallo, Deane Greenwood, Mac Headrick, Mark Kontulainen, Susan Milne and Barry Rushon be appointed to the Parks and Recreation Advisory Committee from January 10, 2011 to December 31, 2012.
- 21) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich

Resolved that citizens Jeff Arbus, Carlo Barban, Peter Berlingieri, Suzanne Farrell, Catherine Meincke, Wayne Mezzomo and Joel Rowswell be appointed to the Planning Advisory Committee from January 10, 2011 to December 31, 2012.

- 22) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillors Marchy Bruni and Pat Mick be appointed to the PUC Inc. Board of Directors from January 10, 2011 to December 31, 2012.
- 23) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that citizens Carlo Barban, Suzanne Farrell and Ozzie Grandinetti be appointed to the Residential Standards Committee from January 10, 2011 to December 31, 2012.
- 24) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Councillor Susan Myers be nominated to the Sault Area Hospital Board of Directors from January 10, 2011 to December 31, 2012.
- 25) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillors Joe Krmpotich and Pat Mick, a Social Services Department representative (Florence Lake) and citizens Paul Beach, Helen Calvelli, Lorna Connolly Beattie, Wayne Greco, Heather Hicks, Jennifer Miller, Dana Peterson, Karen Poirier, Diana Taranto and Jill Thatcher be appointed to the Sault Ste. Marie Best for Kids Committee from January 10, 2011 to December 31, 2012.
- 26) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillors Paul Christian, Joe Krmpotich, Pat Mick, Susan Myers, Rick Niro and Lou Turco be appointed to the Sault Ste. Marie District Social Services Administration Board from January 10, 2011 to December 31, 2012.
- 27) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that Mayor Debbie Amaroso (ex officio) and Councillor Susan Myers be appointed to the Sault Ste. Marie Economic Development Corporation Board of Directors from January 10, 2011 to December 31, 2012.

- 28) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Mayor Debbie Amaroso and Councillors Pat Mick and Terry Sheehan be appointed to the Sault Ste. Marie Emergency Measures Planning Committee from January 10, 2011 to December 31, 2012.
- 29) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Mayor Debbie Amaroso (ex officio) and Councillor Steve Butland be appointed to the Sault Ste. Marie Innovation Centre Board of Directors from January 10, 2011 to December 31, 2012.
- 30) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that citizens Elspeth Belair, Wayne Cohen, Wayne Greco, Bill Latham, Irene Oktaba, Moyra O'Pallie, Chris Rous, Frances Ryan and Doreen Simard be appointed to the Sault Ste. Marie Library Board from January 10, 2011 to November 30, 2014.
- 31) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that Mayor Debbie Amaroso, Councillor Terry Sheehan, Chief Administrative Officer Joe Fratesi and citizen Jim Aquino be appointed to the Sault Ste. Marie Physician Recruitment and Retention Committee from January 10, 2011 to December 31, 2012.
- 32) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that Mayor Debbie Amaroso, Councillor Pat Mick and citizen James Greco be appointed to the Sault Ste. Marie Police Services Board from January 10, 2011 to December 31, 2012.
- 33) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that Councillors Frank Manzo and Susan Myers and citizens Ozzie Grandinetti and Bryan Hayes be appointed to the Sault Ste. Marie Region Conservation Authority from January 10, 2011 to December 31, 2012.
- 34) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillor Brian Watkins, three representatives of the Downtown Association, a representative of Chamber of Commerce and citizens Jasmyne Pozzo and Alan Patrick Smith be appointed to the Sault Ste. Marie Walk of Fame Selection Committee from January 10, 2011 to December 31, 2012.

- 35) Moved by Councillor P. Christian
Seconded by Councillor J. Krmpotich
Resolved that two representatives of the Engineering and Planning Department (Peter Tonazzo, Susan Hamilton Beach, Catherine Taddo-alternate) be appointed to the Source Protection Committee from January 10, 2011 to December 31, 2012.
- 36) Moved by Councillor S. Butland
Seconded by Councillor F. Manzo
Resolved that one representative from the Engineering and Planning Department (Susan Hamilton Beach) be appointed to the St. Mary's River
- 36) Binational Public Advisory Committee from January 10, 2011 to December 31, 2012.
- 37) Moved by Councillor S. Butland
Seconded by Councillor J. Krmpotich
Resolved that one representative from the Community Services Department (Joe Cain) be appointed to the St. Mary's River Marine Heritage Centre (Norgoma) from January 10, 2011 to December 31, 2012.
- 38) Moved by Councillor P. Christian
Seconded by Councillor F. Manzo
Resolved that Councillors Steve Butland, Joe Krmpotich, Pat Mick and Terry Sheehan be appointed to the West End Community Centre Steering Committee January 10, 2011 to December 31, 2012.

f) **Council Travel**

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich
Resolved that Councillor Lou Turco be authorized to travel to an AMO Executive/Board Meeting being held in Toronto (two days in January) at a cost of \$300.00 to the City.

g) **Staff Travel**

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

Mover: Councillor S. Butland
Seconder: Councillor F. Manzo
Resolved that the report of the Chief Administrative Officer dated 2011 01 11 concerning Staff Travel Requests be approved as requested.

h) **2011 Corporate Membership Fees**

A report of the Deputy City Clerk is attached for the information of Council.

Mover: Councillor P. Christian
Seconder: Councillor J. Krmpotich

Resolved that the report of the Deputy City Clerk dated 2011 01 10 be accepted and the recommendation to proceed with payment of 2011 Corporate Membership Fees be approved.

i) **2010 Municipal Election Accessibility Measures**

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

Mover: Councillor S. Butland
Seconder: Councillor F. Manzo

Resolved that the report of the City Clerk dated 2011 01 10 concerning 2010 Municipal Election Accessibility Measures be accepted as information.

j) **Boards and Committees**

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

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Resolved that the report of the City Clerk dated 2011 01 10 concerning Boards and Committees Review be accepted and the recommendation of the Boards and Committees Review Committee (2007) that honoraria payments to citizen appointees serving on committees created and regulated by Council be eliminated (specifically Parks and Recreation Advisory Committee and Planning Advisory Committee) be approved.

k) **2011 Ontario Municipal Partnership Fund (OMPF) Grant**

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

Mover: Councillor P. Christian
Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Finance and Treasurer dated 2011 01 10 concerning 2011 Ontario Municipal Partnership Fund (OMPF) Grant be accepted as information.

l) **Recreation Infrastructure Canada Program (RInC) – Extension Request**

A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover: Councillor S. Butland
Seconder: Councillor F. Manzo

Whereas the federal and provincial governments are providing a one-time extension of the deadline for funding of projects under the Infrastructure Stimulus Fund, Building Canada Fund – Communities Top-Up, the

Recreational Infrastructure Canada/Ontario Recreation Program from March 31, 2011 to October 31, 2011; and

Whereas all funding from the Government of Canada and Ontario will cease after October 31, 2011; and

Whereas the Corporation of the City of Sault Ste. Marie has asked the provincial government for an extension to federal and provincial funding to October 31, 2011 for the following projects:

<u>Program</u>	<u>Project Number</u>	<u>Project Title</u>	<u>Total Eligible Cost</u>
RIn C	1324	Roberta Bondar Pavilion Exterior Fabric Replacement	\$1,270,000
RInC	1327	Greco Pool Mechanical Systems Upgrade	\$ 150,000
RInC	1328	Manzo Pool Mechanical Systems Upgrade	\$ 150,000

Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie attests that it will continue to contribute its share of the required funding for the aforementioned projects; and

Further Be It Resolved that actual claims for all eligible costs incurred by March 31, 2011, for the aforementioned projects must be and will be submitted no later than April 30, 2011; and

Further Be It Resolved that the Corporation of the City of Sault Ste. Marie will ensure that the projects will be completed.

m) **Infrastructure Stimulus Projects – Deadline Extension**

A report of the Commissioner Engineering & Planning Department is attached for the consideration of Council.

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Whereas the federal and provincial governments are providing a one-time extension of the deadline for funding of projects under the Infrastructure Stimulus Fund, Building Canada Fund – Communities Top-Up, the Recreational Infrastructure Canada/Ontario Recreation Program and the Knowledge Infrastructure Program from March 31, 2011 to October 31, 2011; and

Whereas all funding from the Government of Canada and Ontario will cease after October 31, 2011; and

Whereas the Corporation of the City of Sault Ste. Marie has asked the provincial government for an extension to federal and provincial funding to October 31, 2011 for the following projects:

<u>Program</u>	<u>Project Number</u>	<u>Project Title</u>	<u>Total Eligible Cost</u>
ISF	1814	New Municipal Building for Algoma Public Health	\$22,000,000
ISF	1854	Hub Trail & Waterfront Walkway Expansion	\$ 5,000,000

Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie attests that it will continue to contribute its share of the required funding for the aforementioned projects; and

Further Be It Resolved that actual claims for all eligible costs incurred by March 31, 2011, for the aforementioned projects must be and will be submitted no later than April 30, 2011; and

Further Be It Resolved that the Corporation of the City of Sault Ste. Marie will ensure that the projects will be completed.

- n) **Environmental Assessment – Engineering Agreement**
Third Line East and Black Road – Hospital Entrance to Second Line
A report of the Commissioner Engineering & Planning Department is attached for the consideration of Council.

The relevant By-law 2011-06 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

- o) **Licence of Occupation Request: Sault Trailblazers Staging Area at Strathclair Park**
A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2011-11 is listed under Item 10 of the agenda will be read with all other by-laws listed under that item.

- p) **Denis Pepin – 165 Avery Road – A-7-10-OP – By-law 2010-109**
A report of the City Solicitor is attached for the consideration of Council.

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the report of the City Solicitor dated 2011 01 10 concerning Denis Pepin – 165 Avery Road – A-7-10-OP – By-law 2010-109 be received as information.

- q) **Council Honourariums**
A report of the City Solicitor is attached for the consideration of Council.

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the City Solicitor dated 2011 01 10 concerning Council Honorariums be accepted and the recommendation that Council take no action and allow the one-third tax exemption to stand be approved.

r) **Disposal of Northern Breweries Property at 503 Bay Street**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the City Solicitor dated 2011 01 10 concerning Disposal of Northern Breweries Property at 503 Bay Street be accepted and the recommendation that the offer from Gary Chevolleau at \$465,000 be accepted; and

Further Be It Resolved that the property at 503 Bay Street be vested in the City's name just prior to its transfer to Gary Chevolleau for \$465,000 be approved.

s) **Traffic By-law 77-200 Amendments**

Reports of the Deputy Commissioner, Public Works and Transportation are attached for the consideration of Council.

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the reports of the Deputy Commissioner Public Works and Transportation dated 2011 01 10 concerning amendments to By-law 77-200 for the following areas:

Douglas Street

Designated School Zones

Northland Road

Superior Drive

Princess Crescent

Pilgrim Street

Be accepted and that the recommendations which will be enacted by by-law at a future meeting of Council be approved.

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES**

6.(2) **COMMUNITY SERVICES DEPARTMENT**

(a) **West End Community Centre – Update**

A report of the Commissioner Community Services is attached for the information of Council.

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the reports of the Commissioner Community Services and the Commissioner of Finance and Treasurer dated 2011 01 10 concerning the West End Community Centre (WECC) be accepted and the recommendation that Council approve the issuance of \$5,850,000 of long term debt or loans to finance the West End Community Centre be approved; and

Further Be It Resolved that the tender to construct the West End Community Centre be awarded to George Stone & Sons based on the following:

Original bid submission by George Stone & Sons	\$ 10,567,500
Addition of Storage Room	\$ 133,338
Addition of upgraded field turf (Duraspina Pro)	\$ 11,608
Deduction of Value Management items	\$ (871,224)
Total Cost of contract to George Stone & Sons	\$ 9,841,222

6.(6) PLANNING

(a) Application No. A-15-10-Z.OP – 2252927 Ontario Inc. – 622 Great Northern Rd (rear)

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 01 10 concerning Application No. A-15-10-Z.OP – filed by 2252927 Ontario Inc. - 622 Great Northern Road (rear) be accepted and the Planning Director's Recommendation that City Council approve Official Plan Amendment No. 175, re-designating Blocks 'A', 'B' and 'C' to Commercial on Official Plan Land Use Schedule 'C', and that City Council approve rezoning Blocks 'A' and 'B' from "R2" (Single Detached Residential) zone to "C4" (General Commercial) zone, subject to the 4 conditions contained in the report, be endorsed.

(b) Application No. A-17-10-Z – City of Sault Ste. Marie – 115 Fourth Line East (rear)

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2011 01 10 concerning Application No. A-17-10-Z – filed by the City of Sault Ste. Marie – 115 Fourth Line East (rear) be accepted and the Planning Director's Recommendation that City Council approve the application and rezone the subject property from Rural Area with a Special Exception to Institutional zone, and that City Council repeal Special Exception 170 from the subject

property only. Special Exception 170 will remain on the front portion of 115 Fourth Line East, be endorsed.

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

- a) Mover: Councillor P. Christian
Seconder: Councillor S. Butland

Whereas 15 accidents have occurred on the Wellington St. E./Bennett Boulevard roadway resulting in 4 vehicles causing property damages to rear yard fences and sheds; potentially endangering lives.

Be It Resolved that Public Works and Traffic prepare a report on the advisability, appropriate length and associated costs with erecting a barricade at this section of roadway.

- b) Mover: Councillor S. Butland
Seconder: Councillor P. Christian

Whereas the Senior Drop In Centre accommodates up to 400 people per day and 5 or 6 set up and clean ups are required to facilitate activities such as Tai Chi, Art, Bridge, Crafts, Pool etc; and

Whereas the present part-time maintenance individual is not sufficient to address the above, necessitating some of the senior participants to engage in the physical requirements of the above; and

Whereas this has been an ongoing issue for about 5 years:

Be It Resolved that Human Resources prepare a report on the feasibility and associated costs of extending the present ½ time individual to a full time position and that this extra cost be considered by Council as part of the 2011 budget considerations.

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.

10. **AGREEMENTS**

- (a) 2011-5 A by-law to authorize an agreement between the City and Soo Greyhounds Inc. for seasons 2006-2007 through to the 2025-2026 hockey seasons.

Approved by council resolution at an earlier meeting.

- (b) 2011-6 A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for an environmental assessment for potential road improvements to Third Line East and Black Road from the hospital entrance to Second Line.

A report from the Commissioner of Engineering and Planning is on the agenda.

APPOINTMENTS

- (c) 2011-10 A by-law to appoint members to various Local Boards in the City of Sault Ste. Marie.

FINANCE

- (d) 2011-8 A by-law to amend marriage license fees to \$120.

LICENCE OF OCCUPATION

- (e) 2011-11 A by-law to authorize a temporary licence of occupation between the City and The Sault Trailblazers Snowmobile Club Inc. for the use of lands at Strathclair Park.

A report from the City Solicitor is on the agenda.

PARKING

- (f) 2011-7 A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

PROPERTY SALE

- (g) 2011-3 A by-law to authorize the vesting in the City's name and subsequent sale to Gary Chevolleau of the property known municipally as 503 Bay Street.

A report from the City Solicitor is on the agenda.

REMUNERATION

- (h) 2011-4 A by-law to amend By-law 86-134 regarding benefits for members of Council.

STREETS

- (i) 2011-2 A by-law to re-adopt Official Street Names List.

TRAFFIC

- (j) 2011-1 A consolidation of amendments to Traffic By-law 77-200.

ZONING

- (k) 2011-9 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 115 Fourth Line East (rear) City of Sault Ste. Marie.

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 P. Christian
Seconder Councillor J. Krmpotich
Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2010 12 13

4:30 P.M.

COUNCIL CHAMBERS

Present: Mayor Amaroso, Councillors L. Turco, S. Butland, S. Myers, M Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick, F. Manzo

Officials: J. Fratesi, M. White, L. Bottos, B. Freiburger, N. Apostle, D. Maki, J. Dolcetti, J. Elliott, D. Scott, D. Elliott, J. Luszka, N. Fera, J. Bruzas

1. ADOPTION OF MINUTES

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2010 11 08 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Agenda for the 2010 12 13 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Diana Taranto, Chair, Community Christmas for Children was in attendance concerning Proclamation – “Community Christmas for Children”.
- b) Chuck Vernelli and Debbie Kent were in attendance concerning the “Traveling Flag Tribute”.
- c) Gord Nesbitt of Sutherland was in attendance concerning an employee recruitment initiative.

- d) Blair Reid was in attendance concerning Sault Ste. Marie Ratepayers Association activities.
- e) Anna Boyonoski, Manager of the Downtown Association was in attendance concerning Christmas lighting in the Downtown area.

PART ONE – CONSENT AGENDA

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

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

Resolved that all the items listed under date 2010 12 13 - Part One - Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from the Association of Municipalities of Ontario was received by Council.
- b) Correspondence from the Ontario Good Roads Association was received by Council.
- c) The letter from the Attorney General of Ontario was received by Council.
- d) Correspondence from the Algoma District Municipal Association was received by Council.
- e) **Tender for Oils, Greases and Gear Lubricants (2010WA21)**
The report of the Manager of Purchasing was accepted by Council.

Moved by: Councillor F. Manzo
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2010 12 13 be endorsed and that the tender for the supply and delivery of Oils, Greases and Gear Lubricants required by the various City Departments and co-operatively for PUC Services Inc. be awarded as recommended. CARRIED

- f) **Tender for Automotive Supplies**
The report of the Manager of Purchasing was accepted by Council.

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2010 12 13 be endorsed and that the tender for the supply of automotive supplies, required by the various City Departments and co-operatively for PUC Services Inc. be awarded as recommended. CARRIED

g) **Third Quarter Financial Reporting**

The report of the Commissioner of Finance and Treasurer dated 2010 12 13 was accepted by Council. The Third Quarter Financial Report was provided under separate cover.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 12 13 and Third Quarter Financial Report be accepted as information. CARRIED

h) **Mayor and Council Travel Expenses – January 01 to September 30, 2010**

The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 12 13 concerning Mayor and Council travel expenses for the period of January 01 to September 30, 2010 be accepted as information. CARRIED

i) **2009 Municipal Performance Measurement Program**

The report of the Commissioner of Finance and Treasurer was accepted by Council. The 2009 Municipal Performance Measurement Program report was attached under separate cover.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner of Finance and Treasurer dated 2010 12 13 concerning 2009 Municipal Performance Measurement Program be accepted as information. CARRIED

j) **Borrowing By-laws for 2011**

The report of the Commissioner of Finance and Treasurer was accepted by Council.

The relevant By-laws 2010-176 and 2010-177 were listed under Item 10 of the agenda and were read with all other by-laws listed under that item.

k) **Property Tax Appeals**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments to the tax accounts as outlined in the City Tax Collector's report dated 2010 12 13 be approved and the tax records be amended accordingly. CARRIED

l) **Approval to Fill a Senior Staff Vacancy – Program Manager – Ontario Works**

The report of the Commissioner, Human Resources was accepted by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner, Human Resources dated 2010 12 13 regarding a Senior Staff Vacancy Program Manager – Ontario Works be accepted and the recommendation to begin the selection process and to advertise simultaneously both internally and externally be approved. CARRIED

m) **Retirement of Lorie Bottos – Filling of Position of City Solicitor and Assistant City Solicitor**

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

Moved by: Councillor S. Butland

Seconded by: Councillor F. Manzo

Whereas the Corporation of the City of Sault Ste. Marie has been extremely well served by Lorie A. Bottos who has been a loyal, valuable and exemplary municipal employee for 35 years; and

Whereas Mr. Bottos has provided sound and thoughtful legal advice to City Council and to City Departments, both as the City Solicitor and to that as the Assistant City Solicitor; and

Whereas he has displayed an admirable work ethic throughout his tenure with the City and has served as an important member of the Senior Management Team; and

Whereas the said Lorie A. Bottos has given notice of his intention to retire as the City Solicitor, effective January 31, 2011;

Now Therefore Be It Resolved that the Mayor and City Council on behalf of themselves, City Staff and the community expresses its sincerest gratitude to Lorie A. Bottos for the many years of dedicated service and legal advice which he has provided to the Corporation of the City of Sault Ste. Marie. CARRIED

The relevant By-laws 2010-174 and 2010-178 were listed under Item 10 of the agenda and were read with all other by-laws listed under that item.

n) **Staff Travel Requests**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Chief Administrative Officer dated 2010 12 13 concerning Staff Travel Requests be approved as requested.
CARRIED

o) **2011 Council Meeting Schedule**

The report of the City Clerk was accepted by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved the report of the City Clerk dated 2010 12 13 concerning the 2011 Council Meeting Schedule be accepted by Council and the schedule as recommended be approved. CARRIED

p) **Boards and Committees Review**

The report of the City Clerk was accepted by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that agenda item 5(p) be referred to staff for further review and report back. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated 2010 12 13 concerning Boards and Committees Review be accepted and the recommendation of the Boards and Committees Review Committee (2007) that honoraria payments to citizen appointees serving on committees created and regulated by Council be eliminated (specifically Parks and Recreation Advisory Committee and Planning Advisory Committee) be approved.
OFFICIALLY READ NOT DEALT WITH

q) **Homelessness Partnering Strategy (HPS) and Homeless Individuals and Families Information System (HIFIS)**

The report of the Community Coordinator, Social Services Department was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Community Coordinator, Social Services Department dated 2010 12 13 concerning Homelessness Partnering Strategy (HPS) and Homeless Individuals and Families Information System (HIFIS) be accepted and the recommendation that the City to continue in the role of Community Entity for the next three years be approved. CARRIED

r) **High School Hockey Agreement between the City of Sault Ste. Marie, the Algoma District School Board and the Huron Superior Catholic District School Board**

The report of the Manager, Community Centres was accepted by Council.

The relevant By-law 2010-179 was listed under Item 10 of the agenda and was read with all other by-laws listed under that item.

Councillor Turco declared a pecuniary interest – spouse is a Trustee of the Huron-Superior Catholic District School Board.

s) **Funding Application – Celebrate Canada Program**

The report of the Supervisor, Community Services was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Supervisor, Community Services dated 2010 12 13 concerning the Funding Application – Celebrate Canada Program be accepted and that City Council authorize staff to apply to the Department of Canadian Heritage for the 2011 Celebrate Canada Program to assist in funding the City's Canada Day Celebrations which include:

- 1) Annex F – Delegating signing authority to Virginia McLeod, Supervisor Community Services for the 2011 Canada Day Activities
- 2) Annex G – Event Liability Waiver for the 2011 Canada Day Activities which releases the Department of Canadian Heritage from any liability

be approved as recommended. CARRIED

t) **Request for Financial Assistance for National/International Sports Competitions**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager, Recreation and Culture dated 2010 12 13 is accepted and financial assistance grants in the amount of

\$750 to Team Gencarelli and \$400 to Reids Martial Arts to attend the 2010 World Karate Council Canadian Championships in Ottawa, Ontario from May 21-23, 2010 be approved as recommended. CARRIED

u) **Environmental Assessment – Agreement for Engineering Services – Second Line East – Old Garden River Road to Black Road**

The report of the Director of Engineering Services was accepted by Council.

The relevant By-law 2010-175 was listed under Item 10 of the agenda and was read with all other by-laws listed under that item.

v) **Contract 2008-15E – SCADA Automation and Implementation Consultant Fee Amendment**

The report of the Land Development and Environmental Engineer was accepted by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2010 12 13 concerning Contract 2008-15E – SCADA Automation and Implementation Consultant Fee Amendment be accepted and the recommendation that the upset limit in the agreement with AECOM be revised to a total of \$1,382,528 be endorsed. CARRIED

w) **Sault Ste. Marie West End Wastewater Treatment Plant Upgrades Pre-Engineering Study – Engineering Agreement**

The report of the Land Development and Environmental Engineer was accepted by Council.

The relevant By-law 2010-182 was listed under Item 10 of the agenda and was read with all other by-laws listed under that item.

x) **Landfill Gas Collection Project – Engineering Fees**

The report of the Land Development and Environmental Engineer was accepted by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2010 12 13 concerning Landfill Gas Collection Project – Engineering Fees be accepted and the recommendation that an additional \$65,000 in engineering fees be included for a revised upset limit of \$408,000 in the engineering services contract between the City and AECOM be approved. CARRIED

y) **Speed Limit on Second Line from People's Road to Korah Road**

The report of the Commissioner, Public Works and Transportation was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner, Public Works and Transportation dated 2010 12 13 concerning the Speed Limit on Second Line from People's Road to Korah Road recommending the posted speed limit for Second Line from People's Road to Korah Road remain at 60 km/hr and no further action be taken be approved. CARRIED

z) **Petition for Removing Sidewalk Plowing on Ohio Drive**

The report of the Commissioner, Public Works and Transportation was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner, Public Works and Transportation dated 2010 12 13 concerning a Petition for Removing Sidewalk Plowing on Ohio Drive and the recommendation that Ohio Drive be removed from sidewalk plowing this winter be approved. CARRIED

aa) **Municipalities of Algoma – Use of Household Special Waste Facility**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Waste Diversion Supervisor dated 2010 12 13 concerning Municipalities of Algoma – Use of Household Special Waste Facility and the recommendation that Council authorize staff to extend existing agreements with the outlying municipalities for one year at the current price of \$7 per permanent household be approved. CARRIED

bb) **Request for an All-way Stop at Farwell Terrace/Rossmore Road Intersection**

The report of the Commissioner, Public Works and Transportation was accepted by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Resolved that agenda item 5(bb) be deferred to the January 10, 2011 council meeting. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner, Public Works and Transportation Department dated 2010 12 13 concerning a Request for an All-way Stop at Farwell Terrace/Rossmore Road Intersection and the recommendation that an all-way stop configuration not be installed at the Farwell Terrace/Rossmore Road Intersection be approved. OFFICIALLY READ NOT DEALT WITH

cc) **Wilcox Avenue Parking Regulations**

The report of the Deputy Commissioner, Public Works and Transportation was accepted by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2010 12 13 concerning Wilcox Avenue Parking Regulations and the recommendation that no change to the existing parking status on Wilcox Avenue be approved. CARRIED

dd) **Transit Service to the New Sault Area Hospital**

The report of the Manager of Transit and Parking, Public Works and Transportation was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Transit and Parking, Public Works and Transportation dated 2010 12 13 concerning Transit Service to the New Sault Area Hospital and the recommendation to monitor the efficiency and ridership of the bus routes to the new hospital in an effort to provide the most suitable and affordable public transportation service be approved. CARRIED

ee) **Winter Operation Issues**

The report of the Commissioner, Public Works and Transportation Department was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner, Public Works and Transportation Department dated 2010 12 13 concerning Winter Operation Issues and the City's Winter Maintenance Policy be accepted as information. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6.(2) COMMUNITY SERVICES DEPARTMENT

6.(2)(a) West End Community Centre – Tender and Project Update

Two reports of the Commissioner, Community Services were received by Council.

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian

Resolved that the report of the Commissioner, Community Services dated 2010 12 13 concerning the West End Community Centre – Tender and Project Update be accepted as information. CARRIED

Mover: Councillor J. Krmpotich
Seconder: Councillor P. Christian

Resolved that the report of the Commissioner, Community Services dated 2010 12 13 concerning West End Community Centre (WECC) – Funding be accepted and the recommendation to award the tender for this project to George Stone and Sons for a maximum amount of \$10,212,342 conditional on receiving approval from NOHFC of our funding application to a level which will allow the project to proceed be approved. CARRIED

Recorded Vote:

For: Mayor Amaroso, L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, R. Niro, P. Christian, F. Fata, T. Sheehan, P. Mick

Against: F. Manzo

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

a) Moved by: Councillor S. Myers
Seconded by: Councillor T. Sheehan

Whereas the City of Sault Ste. Marie will celebrate its 100th anniversary during 2012; and

Whereas our City and its citizens have a great deal to celebrate on the occasion of our 100th anniversary; and

Whereas to commemorate the year, City Council has established a Celebrate 100! Management Team comprised of elected officials and municipal staff who will co-ordinate a community celebration throughout 2012; and

Whereas on December 13th, 2010, a public launch of the Celebrate 100! project and website 'www.celebrate100saultstemarie.com' was held at the Civic Centre;

Now Therefore Be It Resolved that City Council encourages groups and organizations in the City to consider hosting an event that will showcase the anniversary year; and

Further that all citizens of Sault Ste. Marie are invited, along with their friends and families who live elsewhere to come home, to celebrate our accomplishments of the last 100 years. Let's all celebrate! We are going to have a good time! CARRIED

- b) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian

Whereas the Government of Ontario has placed considerable attention and priority to the Water Opportunities and Water Conservation Act; and Whereas the City hosted a meeting on September 16, 2010 of those potential parties of interest; and

Whereas Dr. Paula Antunes of the Biosciences and Technology Convergence Centre (Innovation Centre) has taken the lead in formulating a proposal to address the program guidelines which would designate Sault Ste. Marie as a model for the Province of Ontario;

Therefore Be It Resolved that Council endorse Dr. Antunes' project in principle and be prepared to offer staff support and expertise wherever and whenever possible as this initiative develops. CARRIED

- c) Moved by: Councillor T. Sheehan
Seconded by: Councillor S. Myers

Whereas Sault Ste. Marie is the greatest Hockey Town in Canada; and Whereas Kraft and CBC are once again looking to Canada to submit photos and stories for the Kraft Hockeyville online contest; and

Whereas not only will our Community have the exclusive bragging rights that come with being crowned Kraft Hockeyville 2011, the strongest hockey community is also awarded prizes to help them make their mark in Canada's hockey history:

- \$100,000 from Kraft Canada dedicated to upgrading your home arena endorsed through your winning Kraft Hockeyville bid,
- An NHL pre-season hockey game hosted in your community arena,
- A CBC Hockey Night in Canada broadcast from your community related to the event.

Now therefore be it resolved that all current and former Citizens of Sault Ste. Marie be encouraged to log on to www.cbc.ca/sports/hockey/hockeyville and tell their stories and submit their pictures describing why Sault Ste. Marie is the greatest Hockey Town in Canada! CARRIED

- d) Mover: Councillor T. Sheehan
Seconder: Councillor S. Myers
Whereas the term of municipal councils has not been changed leaving a substantial amount of time between "old city councils" and "new city councils" creating a number of issues;
Therefore be it resolved that the Association of Municipalities Ontario (AMO) be asked to review this situation and make recommendation to the Province of Ontario to move the term of municipal councils up to a date closer to voting day. CARRIED

8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
10. **CONSIDERATION AND PASSING OF BY-LAWS**

Moved by: Councillor F. Manzo
Seconded by: Councillor P. Christian
Resolved that all by-laws listed under item 10 of the Agenda under date 2010 12 13 be approved save and except 2010-179. CARRIED

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

AGREEMENTS

- a) **2010-175**
Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2010-175 being a by-law to authorize the execution of an engineering agreement between the City and Kresin Engineering Corporation to provide an environmental assessment for the widening of Second Line from Old Garden River Road to Black Road be PASSED this 13th day of December, 2010.
- b) **2010-179**
Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland
Resolved that By-law 2010-179 being a by-law to authorize an agreement between the City and the Algoma District School Board and Huron Superior Catholic District School Board for the use of ice surfaces for high school hockey be PASSED in open Council this 13th day of December.
Councillor Turco declared a pecuniary interest – spouse is a Trustee of the Huron-Superior Catholic District School Board.

c) **2010-182**

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

Resolved that By-law 2010-182 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. to provide engineering services to assess the West End Water Pollution Control Plant be PASSED in open Council this 13th day of December, 2010.

The report from the Land Development and Environmental Engineer was on the agenda.

APPOINTMENTS

d) **2010-174**

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

Resolved that By-law 2010-174 being a by-law to appoint Nuala M. Kenny as City Solicitor be PASSED in open Council this 13th day of December, 2010

e) **2010-178**

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

Resolved that By-law 2010-178 by-law to appoint Melanie Borowicz-Sibenik as Assistant City Solicitor be PASSED in open Council this 13th day of December, 2010.

FINANCING

f) **2010-176**

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

Resolved that By-law 2010-176 being a by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected be PASSED in open Council this 13th day of December, 2010.

g) **2010-177**

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

Resolved that By-law 2010-177 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be PASSED in open Council this 13th day of December, 2010.

STREET ASSUMPTION

h) 2010-180

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2010-180 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be PASSED in open Council this 13th day of December, 2010.

**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

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that this Council shall now adjourn.

MAYOR

CITY CLERK



2011 AGM/CONFERENCE

AUGUST 21 - 24, 2011

NON-REFUNDABLE CANCELLATION FEE FOR GUEST ROOMS AT:

**Hilton London, Delta London Armouries, Holiday Inn Express,
Residence Inn by Marriott, Hotel Metro, Station Park Inn, Best
Western Lamplighter Inn, & Four Points by Sheraton**

The 2011 AMO AGM/Conference will be held in London at the London Convention Centre. London has a large number of hotels; however none of them individually have the number of guest rooms required for a conference of our size. So, in order to address the delegate guest room requirements, we have AMO guest room blocks in eight hotels, as shown below:

Hotel	Location	AMO Room Rate (starting at)
Hilton London	King Street West	\$ 139/night
Delta London Armouries	Dundas Street West	\$ 142/night
Holiday Inn Express	Dundas Street West	\$ 100/night
Residence Inn by Marriott	Colborne Street	\$ 179/night
Hotel Metro	Market Lane	\$ 145/night
Station Park Inn	Pall Mall Street	\$ 124/night
Best Western Lamplighter Inn	Wellington Street	\$ 119/night
Four Points by Sheraton	Wellington Street	\$ 125/night

As in previous years, the eight AMO room blocks will not be released for booking until **Tuesday, January 4th, 2011 at 10:00 a.m.** Also, a non-refundable cancellation fee is once again being implemented at the eight main conference hotels for conference room reservations in order to deter the practice of overbooking guest rooms.

Historically, when the August conference guest room block is made available, municipalities frequently book multiple guest rooms under one name and often an excessive number of rooms. These rooms are subsequently firmed up and the rooms not required are cancelled, often as late as forty-eight hours prior to check in, with no financial penalty, resulting in unused rooms at the time of the conference. Delegates, who in the lead up to the conference are not successful in obtaining a room at the conference hotel, have no choice but to book rooms in overflow hotels, many of which are several kilometres from the conference.

Implementing a non-refundable cancellation fee will enable us to:

- Maximize the number of guest rooms available to all conference delegates at the main conference hotels.
- Mitigate the contractual financial penalty levied against AMO when a block becomes undersold due to the cancellation of overbooked rooms.

The Booking Process

The 2011 block of guest rooms at the main conference hotels will be released for booking on January 4th, 2011 at 10:00 a.m. Municipalities will be given the opportunity to make individual bookings at this time. All guest rooms must be booked using a credit card and must be assigned individual names, any multiple bookings under one guest name will not be allowed. We are therefore requesting your co-operation with the 2009 booking process:

- All reservations may be made either online through the AMO Group Link that will be available on **January 4, 2011 starting at 10:00 a.m.** on the AMO website (www.amo.on.ca), or by phone:
 - Hilton London: 1-800-210-9336
 - Delta Armouries: 1-800-668-9999
 - Holiday Inn Express: 1-877-660-8550
 - Residence Inn by Marriott: 1-877-477-8483
 - Hotel Metro: 1-866-626-3876
 - Station Park Inn: 1-800-561-4574
 - Best Western Lamplighter Inn: 1-888-232-6747
 - Four Points by Sheraton: 1-519-681-0600
- At time of booking the hotel will charge a three night deposit to all reservations, securing rooms over the peak conference dates of August 21-23, 2011. For room rates and types please visit the AMO website at www.amo.on.ca
- Should you cancel your reservation between the date of booking your reservation and July 15, 2011 you will be charged a one night non-refundable cancellation fee and have the remainder of the deposit credited back to your credit card.
- After July 15, 2011, if you cancel the guest room reservation or reduce the number of nights you plan on staying at the hotel then **none** of the deposit will be refunded.
- You may change names on the reservation without penalty at any time.

We hope that this process will encourage municipalities to book only those guest rooms that are actually needed so that more delegates will have the opportunity to stay at the official conference hotel. Of course guest rooms will still be available at overflow hotels and for those bookings, deposits will be refunded for cancellations up to 72 hours prior to arrival.

If you have any questions about the new cancellation policy, please contact Navneet Dhaliwal at 416-971-9856 ext. 330, toll free 1-877-426-6527 or by email at ndhaliwal@amo.on.ca.

5(b)

Ministry of
Northern Development, Mines
and Forestry

Mineral Development and Lands Branch

933 Ramsey Lake Road, B6
Sudbury ON P3E 6B5
Tel.: (705) 670-5784
Fax: (705) 670-5803
Toll Free: 1-888-415-9845, Ext 5784

Ministère du
Développement du Nord,
des Mines et des Forêts

Direction de l'exploitation des minéraux et de
la gestion des terrains miniers

933, chemin du lac Ramsey, étage B6
Sudbury ON P3E 6B5
Tél.: (705) 670-5784
Téléc.: (705) 670-5803
Sans frais : 1-888-415-9845, poste 5784



December 15, 2010

Dear Madam / Sir:

RE: Notice of Commencement – Terms of Reference for a Class Environmental Assessment for Activities of the Ministry of Northern Development, Mines and Forestry under the *Mining Act*

This letter is to advise you that the Ministry of Northern Development, Mines and Forestry is developing a class environmental assessment for its activities under the *Mining Act* that are subject to the *Environmental Assessment Act*, namely discretionary decisions related to surface rights, mining rights and chattels and Ministry-administered mine rehabilitation activities. Enclosed is the *Notice of Commencement*.

If you have any questions or comments, or would like to be added to the mailing list, please contact:

Jenn Lillie-Paetz
Environmental Assessment Coordinator
Mineral Development and Lands Branch
Ministry of Northern Development, Mines and Forestry
933 Ramsey Lake Rd, 6th Floor
Sudbury ON P3E 6B5
Tel.: 705-670-5918
Toll free: 1-888-415-9845 ext. 5918
Fax: 705-670-5803
Email: Jennifer.Lillie-Paetz@Ontario.ca

For more information on the planning process please visit the Ministry's Class Environmental Assessment website at www.ontario.ca/minesgroup.

Sincerely,

A handwritten signature in black ink that reads "C. Blancher-Smith".

Cindy Blancher-Smith
Director, Mineral Development and Lands Branch

Encl.

NOTICE OF COMMENCEMENT

Terms of Reference for a Class Environmental Assessment A Class Environmental Assessment for Activities of the Ministry of Northern Development, Mines and Forestry under the *Mining Act*

The Ministry of Northern Development, Mines and Forestry has initiated a study under the *Environmental Assessment Act* to develop a class environmental assessment for its activities under the *Mining Act*.

THE PROCESS

This study will be carried out in accordance with the requirements of the *Environmental Assessment Act*. The first step in the process is the preparation of terms of reference. The terms of reference will set out the Ministry of Northern Development, Mines and Forestry's framework and work plan for addressing the *Environmental Assessment Act* requirements when preparing the class environmental assessment, including the alternatives that will be considered and the public consultation activities that will be carried out. If approved by the Minister of the Environment, the terms of reference will provide the framework and requirements for the preparation of the Ministry of Northern Development, Mines and Forestry's class environmental assessment.

The Ministry of Northern Development, Mines and Forestry's activities under the *Mining Act* that are subject to the *Environmental Assessment Act* will be grouped into classes. The proposed Class EA will comprise two classes of activities: discretionary decisions related to surface rights, mining rights and chattels; and Ministry-administered mine rehabilitation activities.

CONSULTATION

Members of the public, agencies and other interested persons are encouraged to participate in the planning process by attending consultation opportunities or contacting staff directly with comments or questions. Consultation opportunities are scheduled throughout the planning process and will be advertised in regional newspapers, on the Ministry's Class Environmental Assessment website at www.ontario.ca/minesgroup, on the Environmental Registry, by direct mail-out and at ministry field offices throughout Ontario.

For further information, or to be added to the mailing list for the proposed study, please contact:

Jenn Lillie-Paetz
Environmental Assessment Coordinator
Mineral Development and Lands Branch
Ministry of Northern Development, Mines and Forestry
933 Ramsey Lake Rd., 6th Floor
Sudbury, ON P3E 6B5
Tel.: 705-670-5918
Toll-free: 1-888-415-9845, ext. 5918
Fax: 705-670-5803
E-mail: Jennifer.Lillie-Paetz@Ontario.ca

Please note that personal information provided in a submission, such as name, address, telephone number, and your views and opinions, is being collected by the Ministry of Northern Development, Mines and Forestry under the authority of the *Environmental Assessment Act*, for the purpose of engaging in public consultation as required by sections 5.1 and 6 of that Act. The personal information may also be shared with the Environmental Assessment and Approvals Branch of the Ministry of the Environment under the authority of the *Environmental Assessment Act*, section 6 as part of the approval process for the terms of reference. The collection, use and disclosure of this information are governed by the *Freedom of Information and Protection of Privacy Act*. Questions about this collection should be directed to Jenn Lillie-Paetz at the contact information listed above.

CTVglobemedia

December 16, 2010

Mayor Debbie Amaroso
City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie, Ontario

Dear Mayor Amaroso,

As you may know, BCE (the parent company of Bell Canada) has applied to the Canadian Radio-television & Telecommunications Commission (CRTC) for authority to reacquire sole control of CTVglobemedia. This transaction will be to the benefit of viewers as it will provide greater access to even more content across a multitude of platforms. For CTVglobemedia, aligning ourselves with a strong Canadian company helps solidify our financing and future and provides an even greater opportunity for Canadian content to flourish.

BCE's reacquisition will not only yield benefits for CTVglobemedia's local television stations, specialty services and radio stations, but also for the Canadian broadcasting system as a whole. It will also provide significant benefits to viewers who expect content to be made available to them at any time and at any place. The technology is already in place to deliver this multi-screen experience and BCE and CTVglobemedia will work together to increase the penetration and availability of CTVglobemedia's well-regarded programming.

Furthermore, as part of the transaction process at the CRTC, benefits proposals have been put forward. These proposals that will be discussed represent substantial financial contributions to the Canadian broadcasting system, including support for Canadian production and local television, as well as technological improvements that will result in better access and quality programming for Canadians.

To ensure all this is possible, we need your help. BCE's application to reacquire CTV is currently before the CRTC, and has recently been made public. As part of its process, the CRTC looks for written support as a key part of its deliberations. I hope that you will take the time to lend your support for this application, and I have attached instructions explaining how to participate in the process.

The deadline for letters to be received by the CRTC is January 11, 2011. Please don't hesitate to contact me if you have any questions about the application.

Your support is extremely important to us and is very much appreciated.

Sincerely,



Brett Lund, Manager

CTV Sault Ste Marie

**How to Lend Your Support for BCE Inc.'s Application to
Reacquire Control of CTVglobemedia Inc.**

- This application requires the approval of the CRTC. Because this is a public process, the CRTC encourages your participation — you can play an important role in ensuring this application is a success by sending in a letter of support to the CRTC and BCE.
- The deadline to send in your letter is **Tuesday January 11th, 2011.** Letters received after this date **will not** be accepted by the CRTC. **The hearing at which this application will be considered will be held in Gatineau, Quebec commencing Tuesday February 8th, 2011 @ 9:00 a.m.**
- Please address your letter to:
Mr. Robert Morin
Secretary General
Canadian Radio-television and Telecommunications Commission
Ottawa, Ontario K1A 0N2
- Your letter should include:
 1. Your name and address and some background about you.
 2. A reference to the BCE application number: **2010-1506-6**
 3. A clear statement of support for the application, and why.
 4. A statement that you wish or do not wish to appear at the hearing.
 5. The line "****End of document****" after the last paragraph of your letter. This will indicate to the CRTC that they are not missing any sections of your letter whether received online, by fax or by mail. Please also include a "cc: BCE" at the conclusion of your letter to indicate to the CRTC that a copy will be sent to BCE.

Instructions on How to Submit a Support Letter to the CRTC

Online via the CRTC website

1. Go to www.crtc.gc.ca. On the left side of the Home page, under "Quick Links", select "Public Proceedings".
2. Click on the link that says "Submit interventions (support/oppose) and comments to a public proceeding".
3. Look for notice No. **2010-926** and click the "Submit" button.
4. Choose "I Agree" following the Terms of Use statement.
5. Select application No. **2010-1506-6**.
6. Indicate that your comments are "in support" of the application, and insert your comments in the field provided OR browse and upload the file you wish to submit from your computer.
7. In the next step, you will be asked if you wish to appear at the hearing. If you request to appear you will be asked to provide a reason why.
8. Follow the remaining steps until the process is complete. After filling out the form with your personal information, please ensure to check the box next to the statement "**I will be sending a copy of my comments to the applicant and I agree to provide proof to the Commission upon request.**" Please note that you must send a separate copy of your letter to BCE. The CRTC website does not provide the ability to copy the applicant directly.

By Fax:

(819) 994-0218, to the attention of the Mr. Robert Morin, Secretary General of the CRTC.

By Mail:

Mr. Robert Morin
Secretary General
Canadian Radio-television and Telecommunications Commission

Ottawa, Ontario K1A 0N2

- As noted above, a copy of your letter that you send to the CRTC must also be sent to BCE. You can forward a copy of your letter to the attention of:

Mirko Bibic, Senior Vice President, Regulatory & Government Affairs

Via Email:

To: bell.regulatory@bell.ca
cc: david.spodek@ctv.ca

Via Fax:

613-560-0472 or 416-384-4580

Via Regular Mail:

Mirko Bibic, SVP, Regulatory & Government Affairs
BCE
160 Elgin Street, 19th Floor, Ottawa, ON K2P 2C4

OR

David Spodek, Senior Manager, Regulatory Affairs
CTVglobemedia Inc.
299 Queen Street W., Toronto, ON M5V 2Z5

If you have any concerns or questions about this process, please contact
david.spodek@ctv.ca

Remember, the deadline to send in your letter is Tuesday January 11th, 2011.

We appreciate your support and **THANK YOU** for taking the time to write in support of BCE and CTVglobemedia.

Mr. Robert A. Morin
Secretary General
Canadian Radio-television and
Telecommunications Commission
1 Promenade du Portage
Les Terrasses de la Chaudière
Gatineau, Quebec
K1A 0N2

Dear Mr. Morin,

Re: Broadcasting Notice of Public Hearing CRTC 2010-926 – Application by BCE Inc. for Authority to Effect a Change in Ownership or Control of CTVglobemedia Inc. - Application No: 2010-1506-6

On behalf of the City of Sault Ste Marie I am pleased to support BCE's application to acquire 100% control of CTVglobemedia.

[**Background:** Include a background paragraph about the business/organization/charity.]

[**Relationship with CTV:** Include a description of your relationship with CTV – for example, viewer, advertiser, community organization and how we have your business/organization/charity over X number of years.]

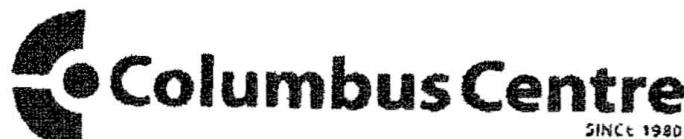
Bell has put forward a number of benefits initiatives that I understand will be discussed at the hearing. Among their proposals is the potential to replace consumers' current MPEG-2 set top boxes with the more current technology of MPEG-4. We are in favour of this initiative as it would ultimately allow our Sault Ste Marie television station to be carried by Bell Satellite TV. As consumers we depend on our local station for local news and information and we should be able to access them regardless of their choice of television subscription service.

For the reasons noted above, we ask the Commission to approve the transfer of control of CTVglobemedia to BCE.

Thank you for the opportunity to provide these comments. We would like the opportunity to appear at the hearing to expand on our written submission.

Yours truly,

cc: Mirko Bibic, BCE (bell.regulatory@bell.ca)
David Spodek, CTV (david.spodek@ctv.ca)



December 2, 2010

Councillor Frank Manzo
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON

Dear Councillor Frank Manzo,

In 1940, the Canadian government authorized the Royal Canadian Mounted Police to intern Italians and Italian Canadians, classified as "enemy aliens", after Canada declared war on Italy. Many others, while not interned, were forced to report to the RCMP on a monthly basis.

The Columbus Centre of Toronto is a proud recipient of the Community Historical Recognition Program (CHRP), Citizenship and Immigration Canada fund for its project, *Italian Canadians as Enemy Aliens: Memories of World War II*. The project will acknowledge, commemorate, and educate the general public on the Italian Canadian World War II experience. It will examine how the Canadian government's policies affected everyday existence and the ways Italians and Italian Canadians responded to these challenges.

This national project will collect the personal memories of those who were either directly affected by internment, an "enemy alien" designation, and other forms of discrimination, or who want to share the experiences of family members. We are also seeking stories of personal resilience and community initiative during this period.

These personal memories will form a national archive, along with related print, photographic and other documents. This archive will be shared with the Italian community and general public through a permanent exhibit housed at the Columbus Centre, websites, and a publication.

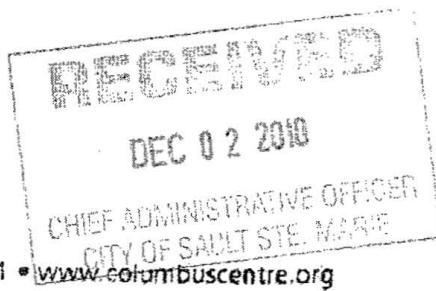
We are working with local communities to ensure their stories are represented. We hope to have your support in communicating our project by circulating our enclosed flyer to your membership or among your group, clients or customers. (Note: An email version is available in both English and Italian)

For more information on the project — to suggest an interview contact, or if you have any materials related to the war experience of Italian Canadians in Canada — please call 416 789 7011 and speak with Melina De Guglielmo (ext. 332) or Travis Tomchuk (ext. 336). Additionally, you may email mdeguglielmo@villacharities.com or tomchuk@villacharities.com. Website: <http://www.villacharities.com/ICWW2>

Your support and contribution to this national project would be greatly appreciated.

Sincerely,

Lucy Di Pietro
Project Director - Italian Canadians as Enemy Aliens: Memories of WW II



**villa charities****columbus centre****About the Columbus Centre**

Columbus Centre, a not-for-profit organization, is the largest Italian Canadian cultural centre in Canada. The Centre is located in Toronto, and within the Golden Horseshoe, where the largest numbers of Canadians of Italian origin reside. With extensive education, athletic, cultural programs and special events, the Centre welcomes more than 40,000 visitors each year and hosts over 50 major events ranging from significant conferences and symposia of national and local interest to commemorative and special events. Columbus Centre is part of Villa Charities Inc., a family of organizations which includes long-term care facilities and apartment buildings for the elderly and individuals with intellectual and mental health disabilities, three day centres, and an art gallery.

5(g)

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



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

2011 01 10

Mayor Debbie Amaroso 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. Joe May – Fire Services

Air Monitoring and Detection
January, 2011
Gravenhurst, Ontario
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00

2. Kim Streich-Poser – Social Services

NOSDA Face to Face Meeting
February, 2011
Thunder Bay, Ontario
Estimated total cost to the City - \$ 1157.00
Estimated net cost to the City - \$ 578.50

Yours truly,

Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

5(h)

Rachel Tyczinski
Deputy Clerk &
Manager of Quality
Improvement



Clerk's Department

2011 01 10

Mayor Debbie Amaroso
and Members of City Council

Re: 2011 Corporate Membership Fees

The following corporate membership fees are coming up for renewal:

	2011 Renewal	2010 Fees
1. Algoma District Municipal Association	300.00	300.00
2. Association of Municipalities of Ontario*	12,033.58	10,852.83
3. Canadian Institute of Forestry	315.00	315.00
4. Chamber of Commerce	360.47	325.50
5. Federation of Canadian Municipalities	9,893.34	9,668.50
6. Federation of Northern Ontario Municipalities	3,000.00	2,000.00
7. Great Lakes and St. Lawrence Cities Initiative	4,000.00	4,000.00
8. Ontario Good Roads Association*	2,123.11	1,823.70
9. Ontario Traffic Conference	490.00	490.00
	\$13,253.81	\$29,775.53

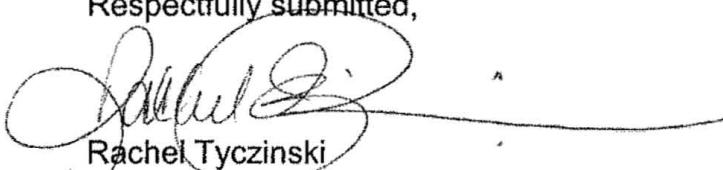
*Part of these increases are a result of HST of 13%, the bulk of which is rebated to the municipality.

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2011 Corporate Membership Fees
2011 01 10
Page 2.

This summary is provided in order that Council may confirm various memberships for renewal for 2011 and that authorization be given to proceed with payment.

Respectfully submitted,



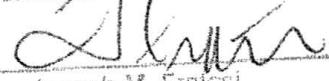
Rachel Tyczinski
Deputy Clerk &
Manager of Quality Improvement
Clerk's Department

Recommended for Approval



Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL



Joseph M. Fralassi
Chief Administrative Officer

Malcolm White
City Clerk



City Clerk's
Department

2011 01 10

Mayor Debbie Amaroso and
Members of City Council

RE: 2010 Municipal Election – Accessibility Measures

BACKGROUND

Section 12.1 of the Municipal Elections Act requires that the Clerk shall “have regard to the needs of electors and candidates with disabilities.”

In accordance with the Accessibility Standards for Customer Service regulation 429/07 municipalities must provide accessible customer service.

Section 12.2 of the Municipal Elections Act further requires that the Clerk submit a report to Council about the identification, removal and prevention of barriers that affect electors and candidates with disabilities within ninety days after voting day.

While the City of Sault Ste. Marie has always been sensitive to the needs of electors with disabilities, for the 2010 municipal election further steps were taken to improve opportunities for unassisted voting.

ANALYSIS

Identification of Barriers

All voting locations were visited prior to their selection. The Municipal Elections Administrative Assistant performed an audit of each location using an accessibility checklist provided by the Association of Municipal Managers, Clerks and Treasurers of Ontario.

Two meetings were held with the Accessibility Advisory Committee to obtain input and provide updates as to accessibility initiatives.

Discussions were held with both the Canadian National Institute for the Blind and the Canadian Hearing Society to obtain input as to how best to assist visually and hearing impaired electors.

Report to Council – 2010 Municipal Election – Accessibility Measures

2011 01 10

Page 2.

Removal of Barriers

The following accessibility measures were adopted to remove barriers:

- Service animals and support persons were permitted in voting locations
- Ballot font size was 14 pt minimum
- Ballots were notched and ballot marking templates available at each voting location for visually impaired electors
- Magnifying sheets were available at each voting location
- Magnifying glasses were available at each voting location
- Each voting station was provided with large print candidate lists
- Each voting location was provided with alternative marking implements for voters with dexterity impairments
- CNIB staff was on site between 10 a.m. and 8 p.m. on the Advance Vote Day held Wednesday, October 13
- FM system was available on all Advance Vote Days to facilitate one-on-one communication for voters with hearing impairments
- Sign interpreters from the Canadian Hearing Society were available during peak hours on the Advance Vote Day held Wednesday, October 13 and scheduled appointments with their clients during those time slots
- While the ideal is to provide electors with disabilities the opportunity to independently and privately mark their own ballots, alternate voting opportunities were widely advertised (i.e. proxy voting, voting with the assistance of a friend or election official)

Prevention of Barriers

The following accessibility measures were adopted to prevent barriers:

- Three advance vote days were held at the Civic Centre to provide greater access to electors with disabilities
- Electors with disabilities were encouraged to vote on Advance Vote Days through the City's website, News Releases, the weekly corporate advertisement in the Sault Star, and in the monthly Sault Star "Your City" column
- All voting locations were audited and modifications made to improve accessibility where required. Voting locations that could not be modified to accommodate electors with disabilities were not selected
- Based on accessibility audits, an inventory of way-finding devices was developed for each voting location (i.e. signage, directional arrows, etc.)
- Voting opportunities were provided at all retirement home/residence locations and at the Complex/Continuing Care Unit at the Sault Area Hospital
- The City partnered with CNIB to provide a mass mailing to CNIB clients advising of enhanced services available on Advance Vote Days, the opportunity to have a friend or family member assist in voting, and of new identification requirements

Report to Council – 2010 Municipal Election – Accessibility Measures

2011 01 10

Page 3.

- Accessibility training was provided to all election staff, including:
 - How to interact and communicate with persons with various disabilities;
 - How to interact with persons with disabilities who use assistive devices or require the assistance of a service animal or support person
 - Various tools available to assist electors with disabilities
 - How to provide opportunities for assisted voting (friend of an elector, assistance from election officials) and the oaths required
 - How to set up the voting location (placement of furniture to allow passage of wheelchairs, etc.)
 - Collection of feedback from electors with disabilities for use in improving service to persons with disabilities both generally and in future elections.

IMPACT

Through our discussions with the Accessibility Advisory Committee, the Canadian Hearing Society and CNIB as well as other accessibility stakeholders we were able to identify measures that were both effective and practical for the community. The measures taken, while having a certain level of cost associated with them, were easily accommodated within the existing budget for the 2010 election.

RECOMMENDATION

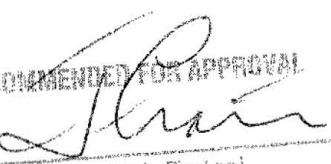
"That the report of the City Clerk concerning Accessibility Measures – 2010 Municipal Election be received as information."

Respectfully submitted,



Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(j)

Malcolm White B.P.H.E., CMO
City Clerk



City Clerk's Department

2011 01 10

Mayor Debbie Amaroso and
Members of Council

RE: BOARDS AND COMMITTEES REVIEW

At the December 13, 2010 Council Meeting my report concerning this item (attached) was referred back to staff for further review and report back to Council. Specifically, Council asked for information pertaining to whether members of the Parks and Recreation Advisory Committee and the Planning Advisory Committee were eligible to have committee and out of pocket expenses reimbursed by the City.

I can confirm that the members of these committees would be covered under by-law 2006-36, which provides for the payment of membership, travel and training and ancillary expenses for Council, officers and employees and members of boards and committees.

I have provided the resolution from the December 13, 2010 meeting which can now be considered by Council.

Respectfully submitted,

A handwritten signature of Malcolm White.

Malcolm White
City Clerk

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

5(j) 5(p)

Malcolm White B.P.H.E., CMO
City Clerk

City Clerk's Department



2010 12 13

Mayor Debbie Amaroso and
Members of Council

RE: BOARDS AND COMMITTEES REVIEW

In 2007 City Council received a report (attached) from the Boards and Committees Review Committee, containing several recommendations which were approved by Council. One of the recommendations was as follows:

Recommendation #3

Concerning Honoraria Payments on Boards and Committees

Members of Council receive honoraria payment for their service as members of City Council and therefore do not receive any additional honoraria payment for serving on any boards and committees.

The Committee recommends that all honoraria payments for Council-appointed citizen members on all boards and committees should be eliminated effective for the next term of Council (2011 - 2014). This is a recommendation that will need to be considered by the next City Council.

The recommendation was intended to apply to citizen appointees serving on committees that are created and regulated by Council. At present there are two committees that fall into this category, the Parks and Recreation Advisory Committee (PRAC) and the Planning Advisory Committee (PAC). The honoraria paid to the citizen members is as follows:

PRAC – Chair \$135 per meeting to a max of \$1620 per year, Members \$100 per meeting to a max of \$1200 per year

PAC – \$50 per meeting – Chair, \$40 per meeting - Member

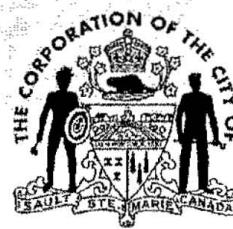
Should Council wish to confirm the approval of this recommendation by the previous Council, the appropriate resolution has been placed on the agenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Malcolm White".

Malcolm White
City Clerk

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6(8)(b)



2007 08 13

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: REPORT OF THE BOARDS AND COMMITTEES REVIEW COMMITTEE

Council passed the following resolution at its December 11th, 2006 meeting:

Moved by Councillor S. Myers
Seconded by Councillor T. Sheehan

Whereas City Council currently makes a number of citizen appointments on many Boards and Committees; and

Whereas most terms of appointment do not have guidelines for a maximum length of service; and
Whereas some Boards and Committees provide an honorarium for citizens serving and others do not; and

Whereas City Councillors sit on over 50 Boards and Committees, some with more than one Councillor representative;

Now therefore be it resolved that all appointments for 2007, save and except the Committee of Adjustment and Library Board, be limited to one year only and further be it resolved that a committee of Council be struck to review and report back within one year regarding length of terms for Citizens appointments, honorariums for Citizens and Council representation on all Boards and Committees. Committee: Councillors Susan Myers, Terry Sheehan, Lou Turco, Mayor John Rowswell ex-officio, Legal and Clerk Department representatives and citizen representative Brady Irwin. CARRIED.

The Review Committee met seven times during the winter, spring and summer of 2007. The 50 boards and committees under review were grouped into five main categories/columns. A Chart of the boards and committees summarizing the recommendations of this committee is attached for ease of reference. The column on the Chart entitled External Boards (A) lists boards for which the committee is recommending no Council representation. The column on the Chart entitled External Boards (B) lists boards for which the committee is recommending retaining Council representation.

5(j) 5(p)
6(8)(b)

The recommendations of the Committee are summarized as follows:

Recommendation #1

Concerning Changes to Representation on Boards and Committees

Category 1 - Legislated Boards/Committees:

- No changes to representation are recommended.

Category 2 - Committees/Borads established by City Council:

- Cultural Advisory Board – 1 member of Council/Mayor ex officio (from 2 members of Council/Mayor ex officio). Rationale: More effective use of Council resources on Council-established boards and committees.
- Parks and Recreation Advisory Committee – 1 member of Council/Mayor ex officio (from 2 members of Council/Mayor ex officio). Rationale: More effective use of Council resources on Council-established boards and committees.
- International Relations Committee - be dissolved. Rationale: The mandate of this committee is now being performed by Development SSM.

Note: The Head of Council is ex-officio on all committees/boards established by City Council pursuant to Procedure By-law 99-100.

Category 3 - External Boards (A)

- Algoma Council on Domestic Violence – no Council rep (from nominate 2 members of Council).
- Algoma University College Board of Governors – no Council rep (from nominate 1 member of Council).
- Chamber of Commerce Board of Directors – no Council rep (from nominate 1 member of Council).
- Children's Aid Society Board - no Council rep (from nominate 1 member of Council).
- Downtown Association Board – no Council rep (from nominate 1 member of Council).
- SSM Safe Communities Partnership Board – no Council rep (from nominate 1 member of Council).
- Sault Trails Advocacy Committee – no Council rep (from nominate 1 member of Council).
- Searchmont Ski Association Inc. – no Council rep (from nominate 1 member of Council).

Rationale: To provide more independence to external boards. No longer appropriate that members of Council serve on these external boards. The board should address the whole of Council if and when necessary. Individual members of Council may choose to serve on an external board however there would be no nomination to the board from City Council.

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6(8)(b)*

Category 4 - External Boards (B)

- Sault Area Hospital Board – nominate 1 member of Council or 1 staff (from nominate 1 member of Council).
- SSM Economic Development Corporation – nominate 1 member of Council/Mayor ex officio (from nominate 2 members of Council/Mayor ex officio).
- SSM Innovation Centre Board – nominate 1 member of Council/Mayor ex officio (from nominate 2 members of Council).

Rationale: To provide more independence to external boards.

Category 5 - Municipal Associations

No changes to representation are recommended.

Recommendation #2

Concerning Length of Terms and Term Limits on Boards and Committees

The current term for members of Council and citizens on boards and committees is one-year (2007) except the Committee of Adjustment and Library Board which are 4 year appointments that run concurrent to the term of City Council.

The Committee recommends that the next term length for members of Council and citizens on all boards and committees be one-year (2008) and then for 2009 and beyond, that term lengths for members of Council and citizens on all boards and committees be for two years.

The Committee recommends that there not be any term limits for members of Council or citizens on any boards or committees. A survey of other Northern Ontario municipalities was undertaken by the Clerk's office and this is consistent with most other communities.

Recommendation #3

Concerning Honoraria Payments on Boards and Committees

Members of Council receive honoraria payment for their service as members of City Council and therefore do not receive any additional honoraria payment for serving on any boards and committees.

The Committee recommends that all honoraria payments for Council-appointed citizen members on all boards and committees should be eliminated effective for the next term of Council (2011 - 2014). This is a recommendation that will need to be considered by the next City Council.

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5(p)
6(c)(b)

Summary of Recommendations

The recommendation of the Review Committee is that the three recommendations as detailed in the report; #1 Concerning Changes to Representation on Boards and Committees; #2 Concerning Length of Terms and Term Limits on Boards and Committees; and #3 Concerning Honoraria Payments on Boards and Committees, be approved.

Respectfully submitted,

Boards and Committees Review Committee Members

Councillor Susan Myers, Chair
Councillor Lou Turco
Councillor Terry Sheehan
Mayor John Rowswell ex officio
Brady Irwin, citizen rep

Staff Support

Donna Irving, City Clerk
Lorie Bottos, City Solicitor

**CHART OF COUNCIL REPRESENTATION ON BOARDS AND COMMITTEES
AND RECOMMENDATIONS FOR 2008**

Dated: 2007 08 13

N/C = No Change

LEGISLATED	COMMITTEES/BOARDS ESTABLISHED BY CITY COUNCIL	EXTERNAL BOARDS (A)	EXTERNAL BOARDS (B)	MUNICIPAL ASSOCIATIONS (Membership Fees)
Algoma Public Health 3 Citizens or members of Council (Currently 1 member of Council 2 Citizens) 2007 Recommendation: N/C 2003 Recommendation: N/C	Celebrating International Friendship Committee (Bridgewalk) 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Algoma Council on Domestic Violence Nominate 2 members of Council 2007 Recommendation: No Council Rep	PUC Inc. Board of Directors Nominate 2 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Algoma District Municipal Association Nominate 2 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C
Committee of Adjustment Options: Committee or Whole of Council (historically- committee) 2007 Recommendation: N/C 2003 Recommendation: N/C	Christmas Lighting Award Program - Judging Committee 4 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Algoma University College Board of Governors Nominate 1 member of Council 2007 Recommendation: No Council Rep 2003 Recommendation: No Council Rep	Sault Area Hospital Board of Directors Nominate 1 member of Council 2007 Recommendation: Nominate 1 member of Council or 1 Staff 2003 Recommendation: For Discussion	Association of Municipalities of Ontario (AMO) Nominate 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C
Court of Revision - Local Improvement 3 or 5 Citizens or members of Council (currently 3 citizens) 2007 Recommendation: N/C 2003 Recommendation: N/C	Cultural Advisory Board (bylaw 2003-112) 2 members of Council / Mayor ex officio 2007 Recommendation: 1 Council / Mayor ex officio 2003 Recommendation: N/C	Chamber of Commerce - Board of Directors Nominate 1 member of Council 2007 Recommendation: No Council Rep 2003 Recommendation: N/C	Sault Ste. Marie Economic Development Corporation Nominate 2 members of Council/Mayor ex officio 2007 Recommendation: Nominate 1 member of Council/ Mayor ex officio 2003 Recommendation: N/C	Federation of Canadian Municipalities (FCM) Nominate 1 member of Council (currently no SSM rep) 2007 Recommendation: N/C
Dangerous Dog Committee By-law 98-211 3 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Finance Committee 3 members of Council / Mayor ex officio 2007 Recommendation: N/C	Children's Aid Society Nominate 1 member of Council 2007 Recommendation: No Council Rep 2003 Recommendation: No Council Rep	Sault Ste. Marie Innovation Centre Board of Directors Nominate 2 members of Council 2007 Recommendation: Nominate 1 member of Council/Mayor ex officio 2003 Recommendation: N/C	Federation of Northern Ontario Municipalities (FONOM) Nominate 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C

JULY 2007
LTC

LEGISLATED	COMMITTEES/BOARDS ESTABLISHED BY CITY COUNCIL	EXTERNAL BOARDS (A)	EXTERNAL BOARDS (B)	MUNICIPAL ASSOCIATIONS (Membership Fees)
Environmental Monitoring Committee (Landfill Site) 1 member of Council 2007 Recommendation: N/C	Gateway Development Team 2 members of Council 2007 Recommendation: N/C	Community Theatre Centre Management Board 0 members of Council; 3 Citizens 2007 Recommendation: N/C		
Fence Viewers Committee 0 members of Council; 3 Citizens 2007 Recommendation: N/C 2003 Recommendation: N/C	Historic Sites Board 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Downtown Association 1 member of Council 2007 Recommendation: No Council Rep 2003 Recommendation: N/C		
Humane Society 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	International Relations Committee 5 members of Council / Mayor ex officio Currently Inactive 2007 Recommendation: Dissolve Committee 2003 Recommendation: N/C	Museum Management Board 0 members of Council; 1 Staff 2007 Recommendation: N/C		
Municipal Freedom of Information & Protection of Privacy Act (Head) Minimum of 5 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Medical Manpower Recruitment and Retention Committee 2 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Sault Ste. Marie Safe Communities Partnership Nominate 1 member of Council 2007 Recommendation: No Council Rep 2003 Recommendation: N/C		
Municipal Heritage Committee 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Municipal Handbook Committee 3 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Sault Trails Advocacy Committee Nominate 1 member of Council 2007 Recommendation: No Council Rep		

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M.J.P.

Page 3	LEGISLATED COMMITTEES/BOARDS ESTABLISHED BY CITY COUNCIL	EXTERNAL BOARDS (A)	EXTERNAL BOARDS (B)	MUNICIPAL ASSOCIATIONS (Membership Fees)
Ontarians with Disabilities Accessibility Advisory Committee 2 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Parks & Recreation Advisory Committee 2 members of Council / Mayor ex officio 2007 Recommendation 1 member of Council/ Mayor ex officio 2003 Recommendation: N/C	Searchmont Ski Association Inc. Nominate 1 member of Council 2007 Recommendation: No Council Rep		
Residential Standards Committee (Bylaw 4324 as amended) 0 members of Council; 3 Citizens 2007 Recommendation: N/C 2003 Recommendation: N/C	Planning Advisory Committee 0 members of Council; 7 Citizens 2007 Recommendation: N/C 2003 Recommendation: N/C	St. Mary's River Binational Public Advisory Committee 0 members of Council; 1 Staff 2007 Recommendation: N/C		
Sault Ste. Marie District Social Services Administration Board 6 members of Council 2007 Recommendation: N/C 2003 Recommendation: N/C	Sault Ste. Marie Best for Kids Committee 3 members of Council 2007 Recommendation: N/C	St. Mary's River Marine Heritage Centre (Norgoma) Board of Directors 0 members of Council; 1 Staff 2007 Recommendation: N/C		
Sault Ste. Marie Library Board 0 members of Council; 9 Citizens 2007 Recommendation: N/C	Sault Ste. Marie Emergency Measures (Planning Committee) 2 members of Council / Mayor 2007 Recommendation: N/C 2003 Recommendation: N/C			

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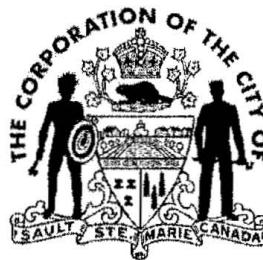
Page4

LEGISLATED	COMMITTEES/BOARDS ESTABLISHED BY CITY COUNCIL	EXTERNAL BOARDS (A)	EXTERNAL BOARDS (B)	MUNICIPAL ASSOCIATIONS (Membership Fees)
Sault Ste. Marie Police Services Board 2 members of Council; 1 Citizen 2007 Recommendation: N/C 2003 Recommendation: N/C	Sault Ste. Marie Walk of Fame Committee 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C			
Sault Ste. Marie Region Conservation Authority 4 members of Council or 4 Citizens 2007 Recommendation: N/C 2003 Recommendation: N/C	Snowmobile Task Committee 1 member of Council 2007 Recommendation: N/C 2003 Recommendation: N/C			

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6(e)(1)(B)

5(k)

William Freiburger, CMA
 Commissioner of Finance
 and Treasurer



Finance Department

2011 01 10

Mayor Debbie Amoroso and
 Members of City Council

Re 2011 Ontario Municipal Partnership Fund (OMPF) Grant

On December 15, the Province of Ontario announced the 2011 allocations under the Ontario Municipal Partnership Fund (OMPF) grant program. This grant program is the province's main transfer payment to municipalities. The OMPF assists municipalities with their social program costs, includes equalization measures, addresses challenges faced by northern and rural communities, and responds to policing costs in rural communities.

The following is the comparison of the 2011 and 2010 OMPF grant allocations.

<u>Detail</u>	<u>2011</u>	<u>2010</u>	<u>Variance</u>
1. Social Program Grant	\$ 3,392,300	\$ 6,670,700	\$ (3,278,400)
2. Equalization Grant	8,274,400	9,215,100	(940,700)
3. Northern and Rural Communities Grant	<u>7,936,700</u>	<u>7,927,800</u>	<u>8,900</u>
Total OMPF Grant	<u>\$ 19,603,400</u>	<u>\$ 23,813,600</u>	<u>\$ (4,210,200)</u>

Explanation

1. Social Program Grant – Provides funding to assist municipalities with limited property assessment and lower household income to support the municipal share of social program costs. The Province will allocate a total of \$24 million under this grant in 2011.

The reduced grant of \$3.3 million should be offset by a reduction in the levy from the District Social Services Administration Board (DSSAB) due to the upload of the Ontario Disability Support Program costs to the Province.

5(K)

2. Equalization Grant – Provides funding to municipalities with limited property assessment. The Province will allocate a total of \$147 million under this grant in 2011.

Each year the Province calculates assessment levels per household in all municipalities and then calculates a subsidy rate to allocate their funding. As our assessments increase due to the 2008 reassessment, our share of funding under this program is decreasing. In 2010, our grant decreased by \$468,700 as compared to 2009.

The reduced grant of \$940,700 is a reduction in revenue to the City and will impact the 2011 budget.

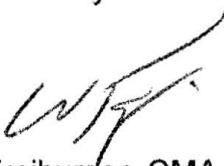
3. Northern and Rural Communities Grant – Provides funding to northern and rural communities in recognition of their unique challenges. The Province will allocate a total of \$159 million under this grant in 2011.

The formula did not change in 2011 and is based on a grant of \$235 per household.

Attached is a letter from the Minister of Finance along with the 2011 Allocation notice.

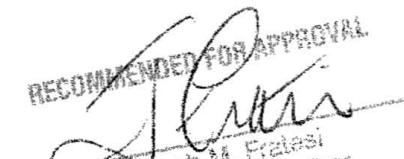
The reduction in the equalization grant along with other budget issues identified in 2010 such as the additional OMERS charges estimated to be \$600,000 in 2011, will significantly impact the 2011 budget.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kf
attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Ontario Municipal Partnership Fund - Heads of Council letter

Ministry of Finance

Office of the Minister
Frost Building South
7 Queen's Park Cr
Toronto ON M7A 1Y7
Tel (416) 327-0400
Fax (416) 325-0374
www.fin.ontario.ca

Ministry of Municipal Affairs and Housing

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

December 15, 2010

Dear Head of Council:

We are writing to announce the release of the Ontario Municipal Partnership Fund (OMPF) allocations for 2011.

As outlined in the Fall Economic Statement delivered on November 18, 2010, there are clear signs that an economic recovery is taking shape in Ontario. We are strengthening our economy and creating more jobs by investing in infrastructure projects within your communities and improving the quality of life for all Ontarians. These investments require our continued prudent and responsible approach to fiscal management.

Despite the province's fiscal challenges, municipalities are continuing to benefit from our decision to upload social assistance benefit program costs. We understand the importance of this commitment to our municipal partners. Once fully implemented, these uploads, along with the upload of up to \$125 million annually in court security costs, will result in a net benefit to municipalities of \$1.5 billion annually.

We will complete the upload of the Ontario Disability Support Program (ODSP) and continue to phase in the upload of Ontario Works (OW) benefit costs in 2011. This builds on our previous uploads of Ontario Drug Benefits (ODB) in 2008 and the administration component of ODSP in 2009.

In 2011, we will provide over \$1.5 billion in support to 405 municipalities through the combined benefit of both the OMPF and the provincial uploads. The OMPF will total \$577 million in 2011. Combined with the \$947 million in provincial uploads, this represents a 28 per cent increase over the support provided in 2010 and more than double the funding provided in 2004.

Given the province's fiscal challenges as well as our significant ongoing investments in the municipal sector, full mitigation was discontinued beyond 2009. However, in 2010 municipalities were provided with \$25 million in transitional assistance.

For 2011 transitional assistance will be reduced to \$20 million. This reduction reflects the increased number of municipalities receiving funding at, or close to, actual OMPF entitlements.

While the OMPF transitional assistance guarantee for 2011 again remains at the higher level for northern municipalities, other regions of the province will also benefit from an enhancement to their guarantee.

We are also pleased to confirm that the 2009 OMPF will be reconciled in the coming months.

The Ministry of Finance's (MOF) Provincial-Local Finance Division will be providing your municipal Treasurers and Clerk-Treasurers with further details on the 2011 OMPF, including the transitional assistance. This information and other supporting materials will be posted in both English and French on the MOF website:

<http://www.fin.gov.on.ca/en/budget/ompf/2011/>
<http://www.fin.gov.on.ca/fr/budget/ompf/2011/>

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

Ontario's economy is emerging from the global recession. Our government is introducing measures to improve the economy and we are focused on working with municipalities to help secure Ontarians' future over the longer term.

Yours sincerely,

Dwight Duncan

Minister

Ministry of Finance

Rick Bartolucci

Minister

Ministry of Municipal Affairs and Housing

Ontario Municipal Partnership Fund (OMPF)
2011 Allocation Notice



City of Sault Ste Marie

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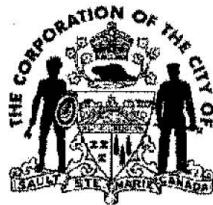
2011 Highlights for the City of Sault Ste Marie

- The City of Sault Ste Marie will continue to benefit from the phased upload of Ontario Works (OW) benefit costs and the completion of the upload of Ontario Disability Support Program (ODSP) benefits. This builds on the province's previous uploads of Ontario Drug Benefits (ODB) and the administration component of ODSP.
 - The estimated total benefit of 2011 provincial uploads for the City is \$10,466,200.

- The City of Sault Ste Marie's 2011 combined benefit of OMPF and provincial uploads totals \$30,089,600.
 - This exceeds 2004 CRF payments by \$8,621,600 and the 95% transitional assistance guarantee by \$1,143,300.

A. Sum of OMPF Grant Components	\$19,603,400
1. Social Programs Grant	
a. Assessment Threshold Component	\$3,392,300
b. Income Threshold Component	-
2. Equalization Grant	
a. Assessment Equalization Component	\$8,274,400
b. Farmland and Managed Forest Component	-
3. Northern and Rural Communities Grant	
a. Rural Communities Component	-
b. Northern Communities Component	\$7,936,700
c. Northern and Rural Social Programs Component	-
d. Stabilization Component	-
4. Police Services Grant	-
B. Transitional Assistance	-
C. Total 2011 OMPF Funding (Line A + Line B)	\$19,603,400
D. Combined Benefit of 2011 OMPF Plus Social Assistance Benefit Program Uploads	\$30,069,600
1. Total 2011 OMPF Funding (Equal to Line C)	\$19,603,400
2. Ontario Drug Benefit (Uploaded in 2008)	\$1,668,800
3. Ontario Disability Support Program - Administration Component (Uploaded in 2009)	\$1,070,900
4. Ontario Disability Support Program - Benefits Component (Phased Upload Completed in 2011)	\$7,527,700
5. Ontario Works - Benefits Component (Phased Upload Continues in 2011)	\$198,800
E. Other Ongoing Provincial Support	\$3,649,100
1. 2011 Estimated Public Health Net Benefit	\$2,450,400
2. 2011 Estimated Provincial Gas Tax Revenue	\$1,198,700
F. Key OMPF Data Inputs	2011 Release
1. Total Municipal Social Program Costs	\$11,666,677
2. Households	33,773
3. Total Assessment per Household	\$166,667
4. Policing Costs per Household	\$692
5. Rural and Small Community Measure	9.6%
6. Total Household Income	\$1,986,846,840

Issued: December 2010



2011 01 10

Mayor Debbie Amaroso
and Members of City Council

Recreation Infrastructure Canada Program (RInC) – Extension Request

The previous City Council approved matching funding under a joint infrastructure program between the Federal and Provincial governments for renovations to the following facilities:

- Roberta Bondar Pavilion – Replacement of exterior tent fabric
- John Rhodes Community Centre – Rehabilitation of John Rhodes Community Centre (replacement of HVAC unit in "Arena 1" and replacing the Boards and Glass system in "Arena 1").
- Upgrading of Peter G. Manzo Outdoor Pool Mechanical System
- Upgrading of V.E. Greco Outdoor Pool Mechanical Systems

One of the funding requirements was that the projects had to be completed by March 31, 2011. However, recently the Senior Levels of government announced an extension to the RInC program to October 31, 2011. A copy of the guidelines for requesting an extension is attached.

Although the projects were on target to be completed by the March 31, 2011 deadline, taking advantage of the extension will mean that certain aspects of some of the projects will have a better quality component and in addition costs for winter construction will be avoided, specifically, interlocking brick at the Greco Pool, concrete foundation work at the Manzo Pool; and hold-back for warranty work on the Roberta Bondar Pavilion Exterior Fabric.

One of the requirements of the extension application is that Council approves a "resolution committing to finish the project and accepting responsibility for any costs incurred beyond the October 31, 2011 date." The amount of work involved with the projects, which are being requested for extension, is minimal and staff expects the work to be completed by mid summer 2011.

The Roberta Bondar Pavilion and the John Rhodes Community Centre projects are well under budget while the two pool projects are slightly over budget. Overall the total project costs are well under the total project funding.

Recommendation

The Recreation Infrastructure Canada – Ontario program has provided a specific resolution that is required as part of the extension application. Staff recommends that the resolution be approved:

WHEREAS the Federal and Provincial governments are providing a one-time extension of the deadline for funding of projects under the Infrastructure Stimulus Fund, Building Canada Fund – Communities Top-Up, the Recreational Infrastructure Canada/Ontario Recreation Program, and the Knowledge Infrastructure Program from March 31, 2011 to October 31, 2011;

AND WHEREAS all funding from the Government of Canada and Ontario will cease after October 31, 2011;

AND WHEREAS the Corporation of the City of Sault Ste. Marie has asked the Provincial government for an extension to Federal and Provincial funding to October 31, 2011 for the following projects:

Program	Project Number	Project Title	Total Eligible Cost
RInC	1324	Roberta Bondar Pavilion – Exterior Fabric Replacement	\$1,270,000
RInC	1327	Greco Pool Mechanical Systems Upgrade	\$150,000
RInC	1328	Manzo Pool Mechanical Systems Upgrade	\$150,000

THEREFORE BE IT RESOLVED THAT the Corporation of the City of Sault Ste. Marie attests that it will continue to contribute its share of the required funding for the aforementioned projects;

AND BE IT FURTHER RESOLVED THAT actual claims for all eligible costs incurred by March 31, 2011, for the aforementioned projects must be and will be submitted no later than April 30, 2011;

AND BE IT FURTHER RESOLVED THAT Corporation of the City of Sault Ste. Marie will ensure that the project will be completed.

Respectfully submitted,

Nicholas J. Apostle
Commissioner of Community Services

RECOMMENDED FOR APPROVAL

 Joseph M. Patrice
Chief Administrative Officer

Canada

December 20, 2010

Nicholas Apostle, Commissioner Community Services
The Corporation of the City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie
P6A 5X6

Dear Nicholas Apostle:

Over the past two years, the governments of Canada and Ontario have worked with you to implement a range of economic stimulus programs. These programs have helped to boost our economy and create jobs, while also investing in the critical infrastructure that our communities need.

The purpose of this letter is to advise you that Canada and Ontario have agreed to extend the deadline for the completion of stimulus projects funded under the Recreational Infrastructure Canada/Ontario Recreation Program from March 31, 2011 to October 31, 2011.

In order to receive an extension, it is mandatory that you submit a written request for an extension by January 17, 2011.

The extension recognizes the benefits of allowing for the completion of projects that are underway but which, for various reasons, are at risk of not being completed by March 31, 2011. At the same time, we expect that the vast majority of stimulus projects will still be completed by the original March 31, 2011 deadline.

There are important conditions governing the extension for the completion of infrastructure projects funded under the Recreational Infrastructure Canada/Ontario Recreation Program. In order to be eligible for an extension, your approved project must have started before March 31, 2011. Starting a project is defined as having incurred eligible costs for the project.

The federal government requires that for projects receiving an extension, a claim for all costs incurred up to March 31, 2011 must be submitted to the federal government by April 30, 2011. All final claims for all projects being extended under the program, covering eligible costs incurred up to October 31, 2011, must be submitted no later than January 31, 2012. In addition, we will be requesting a bi-monthly update on the progress of those projects being extended.

The federal government has mandated that specific documentation be submitted for all projects seeking an extension. In order to receive an extension, you must submit in writing:

- A list of all of the projects that require an extension, including the relevant funding program, the project title, and the project identification number;
- A revised financial forecast for the project with estimated costs to be incurred up to March 31, 2011;
- A forecast of project expenses and federal and provincial funding required from April 1 to October 31, 2011;
- A detailed construction schedule for the completion of the project, signed by an engineer or architect; and
- A council resolution committing to finish the project and accepting responsibility for any costs incurred beyond the October 31, 2011 date. A Board resolution is required for not-for-profit organizations. A Band or Tribal Council resolution is required for First Nations proponents.

These documents are required for each individual project for which you are requesting an extension. Templates for your list of projects requiring an extension, a draft council resolution and a solemn declaration concerning the construction schedule have been developed to assist you in meeting these requirements. Templates have been sent by email with the electronic version of this letter and will be available on the web site: www.ontario.ca/infrastructure

The deadline for you to submit your extension request is **Monday, January 17, 2011**. If you need additional time to submit your construction schedule or resolution, please clearly state this in the extension request that you submit on January 17th.

The extension request must be clearly marked with a subject line indicating: "RInC Extension Request" and be submitted via:

Email to: rinc@ontario.ca

or

Registered Mail to: Ministry of Tourism and Culture
Sports, Culture and Tourism Partnership Secretariat
400 University Ave. 5th Floor
Toronto, Ontario, M5G 1S7

If you do not apply for an extension, or if you do not submit the required documentation, you will not receive an extension and the original March 31, 2011 deadline will continue to apply to your project(s).

The extension being granted now is an exceptional, one-time measure, and further extensions will not be considered. Any costs incurred after October 31, 2011 will not be reimbursed by Canada or Ontario.

If you choose to submit a request for an extension, provincial staff will follow up with you to confirm that all of the required documentation has been submitted. In the event that you receive an extension, you will be advised in writing by the RInC Management Committee and provincial staff will work with you to amend your existing contribution agreement. All contribution agreements must be amended by all parties no later than **February 28, 2011**.

Thank you for your continued cooperation in the implementation of our infrastructure stimulus programs. If you have any questions about the deadline extension, please contact your program analyst.

Sincerely,



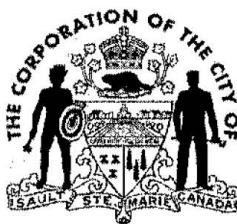
Natasha Kay Brenders
Federal Co-Chair
Management Committee



Oliver Jerschow
Provincial Co-Chair
Management Committee

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

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2011 01 10

Mayor Debbie Amaroso
Members of City Council

Re: Infrastructure Stimulus Projects – Deadline Extension

On December 2, 2010 the Prime Minister extended the deadline for completing projects receiving infrastructure stimulus funding. The revised deadline is October 31, 2011.

Two projects that the City is involved with under this program is the new Algoma Public Health Facility (APH) and the Fort Creek/Bay Street Waterfront Hub Trail. Both the projects have progressed very well.

Some of the exterior work especially on the APH building site is outstanding, ie. soft landscaping, asphalt paving, brick pavers etc. is not totally completed. In the case of the Hub Trail, there are some asphalt sections along the paths require attention.

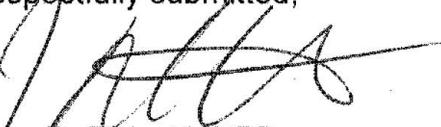
Recognizing that the asphalt plants do not open until after the May 24th weekend, places the project beyond the March 31, 2011 deadline. It is anticipated that the work will be totally completed by the end of June 2011 and well within the new extended timeline announced by the Federal and Provincial Government of October 31, 2011.

On page 2 of the attached document, one of the conditions for extension approval requires Council to pass a resolution acknowledging that all work will be completed prior to October 31, 2011 and any work beyond that date will be at the cost of the municipality. Given that the amount of work to complete is minimal, staff is confident that all work on both projects will be completed by the end of June 2011.

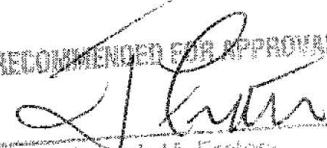
Recommendation:

That Council welcomes the extending time frame offered by the Governments of Canada and Ontario to complete both Infrastructure Stimulus projects by October 31, 2011 and accepts responsibility for any costs incurred beyond that date.

Respectfully submitted,


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.


RECOMMENDED FOR APPROVAL
Joseph M. Fratino
Chief Administrative Officer

Jerry Dolcetti

From: Bianca Berlingieri on behalf of j.fratesi (Internet)
Sent: December 21, 2010 11:00 AM
To: Jerry Dolcetti; Nick Apostle
Subject: Stimulus Projects Under the Infrastructure Fund-Deadline

Jerry/Nick:
FYI

From: Stocco, April (OMAFRA) [mailto:April.Stocco@ontario.ca]
Sent: December 21, 2010 10:31 AM
To: [j.fratesi \(Internet\)](mailto:j.fratesi@internet.ca)
Subject:

Canada

Canada Ontario Infrastructure Secretariat
1 Stone Road West, 4NW
Guelph ON N1G 4Y2

Email: bcf.cc@ontario.ca
Telephone: 1 866 306-7827
Facsimile: 519 826-4336



1, chemin Stone Ouest, 4N.-O.
Guelph ON N1G 4Y2

Courriel: bcf.cc@ontario.ca
Téléphone: 1 866 306-7827
Télécopieur: 519 826-4336

Joseph Fratesi
Box 580, 99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1

December 21, 2010

Dear Joseph Fratesi:

Over the past two years, the governments of Canada and Ontario have worked with you to implement a range of economic stimulus programs. These programs have helped to boost our economy and create jobs, while also investing in the critical infrastructure that our communities need.

The purpose of this letter is to advise you that Canada and Ontario have agreed to extend the deadline for the completion of stimulus projects funded under the Infrastructure Stimulus Fund from March 31, 2011 to October 31, 2011.

In order to receive an extension, it is mandatory that you submit a written request for an extension by January 17, 2011.

The extension recognizes the benefits of allowing for the completion of projects that are underway but which, for various reasons, are at risk of not being completed by March 31, 2011. At the same time, we expect that the vast majority of stimulus projects will still be completed by the original March 31, 2011 deadline.

There are important conditions governing the extension for the completion of infrastructure projects funded under the ISF. In order to be eligible for an extension, your approved project must have started before March 31, 2011. Starting a project is defined as having incurred eligible costs for the project.

The federal government requires that for projects receiving an extension, a claim for all costs incurred up to

March 31, 2011 must be submitted to the federal government by April 30, 2011. All final claims for all projects being extended under the program, covering eligible costs incurred up to October 31, 2011, must be submitted to the Province no later than January 31, 2012. In addition, we will be requesting a bi-monthly update on the progress of those projects being extended.

The federal government has mandated that specific documentation be submitted for all projects seeking an extension. In order to receive an extension, you must submit in writing:

- A list of all of the projects that require an extension, including the relevant funding program, the project title, and the project identification number;
- A revised financial forecast for the project with estimated costs to be incurred up to March 31, 2011;
- A forecast of project expenses and federal and provincial funding required from April 1 to October 31, 2011;
- A detailed construction schedule for the completion of the project, signed by an engineer or architect; and
- A council resolution committing to finish the project and accepting responsibility for any costs incurred beyond the October 31, 2011 date. A board resolution is required for not-for-profit organizations.

These documents are required for each individual project for which you are requesting an extension. Templates for your list of projects requiring an extension, a draft council resolution and a solemn declaration concerning the construction schedule have been developed to assist you in meeting these requirements. Templates have been sent by email with the electronic version of this letter and will be available on the web site: www.ontario.ca/infrastructure

The deadline for you to submit your extension request is **Monday, January 17, 2011**. If you need additional time to submit your construction schedule or resolution, please clearly state this in the extension request that you submit on January 17th.

The extension request must be submitted by email to bcf.ccclaims@ontario.ca or by fax to 519-826-4336. Please also copy your provincial program analyst on your extension request.

If you do not apply for an extension, or if you do not submit the required documentation, you will not receive an extension and the original March 31, 2011 deadline will continue to apply to your project(s).

The extension being granted now is an exceptional, one-time measure, and further extensions will not be considered. Any costs incurred after October 31, 2011 will not be reimbursed by Canada or Ontario.

If you choose to submit a request for an extension, provincial staff will follow up with you to confirm that all of the required documentation has been submitted, and will advise you if an extension has been granted. In the event that you receive an extension, provincial staff will also work with you to amend your existing contribution agreement. All contribution agreements must be amended by all parties no later than February 28, 2011.

Thank you for your continued cooperation in the implementation of our infrastructure stimulus programs. If you have any questions about the deadline extension, please contact your program analyst.

Sincerely,

Federal Co-Chair



Sonja Adcock

Provincial Co-Chair



Martin Bohl

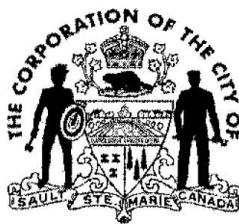
Director, Ontario Infrastructure Canada
Ontario Directorate - Program Operations
Branch

Director
Rural Community Development Branch
Economic Development Division
Ministry of Agriculture, Food and Rural Affairs

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Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2011 01 10

Mayor Debbie Amaroso
Members of City Council

**Re: Environmental Assessment – Engineering Agreement
Third Line East and Black Road – Hospital Entrance to Second Line**

At the 2010 11 08 meeting, Council approved retaining the firm of AECOM to conduct an environmental assessment for possible improvements to Third Line and Black Road from the hospital entrance to Second Line. Possible improvements to this corridor may include changes to the vertical alignment, widening the platform width to improve the flow of traffic particularly for emergency vehicles, pedestrians and non motorized vehicle services, as well as intersection and drainage improvements.

It is very difficult to estimate the cost of an EA. The upset limit in the agreement is \$55,000. An allowance of \$25,000 was approved in the 2010 miscellaneous construction budget. The Engineering Division will ensure an additional budget of \$30,000 will be identified in the 2011 miscellaneous construction budget. The approved 2010 allowance will not be exceeded prior to 2011 budget approval, given the length of time typical of environmental assessments.

By-law 2011-6 authorizing an agreement between the City and AECOM for an environmental assessment for potential improvements to Third Line and Black Road from the hospital entrance to Second Line can be found elsewhere on this evening's agenda and is recommended for approval.

Respectfully submitted,


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

/bb

F:\ENGINEERING DATA\COUNCIL\Gibson\2011\EA - Third Line-Black Road - 2011 01 10.doc

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L-204

2011 01 10

Mayor Amaro and
Members of City Council

Dear Council:

**RE: LICENCE OF OCCUPATION REQUEST: SAULT TRAILBLAZERS
STAGING AREA AT STRATHCLAIR PARK**

COMMENTS

Since 1994 the Sault Trailblazers have operated a snowmobile staging area on McNabb Street, just east of Lock City Dairies. Underground wires are currently being installed upon the site to facilitate the development of the solar farm to the north. Due to this construction, the staging area has been displaced for this season. Consequently, the snowmobile club is requesting a temporary licence of occupation to utilize City owned lands at Strathclair Park.

Referring to the site plan attached, the staging area will be located within the main parking lot, with access from Second Line. A short trail will be groomed to link the parking area with the existing groomed trail. It is estimated that a maximum of 20 vehicles access the site on the busiest weekend days.

The nearest residential neighbours are located approximately 260m to the east. The nearest residential properties to the northwest are approximately 485m away from the proposed staging area. Given these separation distances, the staging area itself will not impact the nearest residential dwellings.

It is also presumed that there will be an increase in snowmobile traffic along the groomed trail, between the staging area and the main trail to the east, which runs along the un-built portion of Second Line East extended.

- 2 -

From a land use perspective the groomed trail and parking lot already exist. The nearest neighbours are far enough away that there should be no noticeable impact, apart from a slight increase in snowmobiles utilizing the portion of the trail between the proposed staging area and the main trail on Second Line East extended. Again, it is worth noting that the proposed Licence of Occupation is for one season only (4 months).

Public Works and Transportation has been consulted and has no issues with the request. PWT has also agreed to plough the access and parking lot.

Community Services Department was also consulted and have no objection to this request, so long as the Licence of Occupation includes a clause that removes any liability from the Municipality. As is standard practise, the attached Licence of Occupation notes that the City is not liable for any claims resulting from the property's use as a snowmobile staging area. Furthermore, the Municipality reserves the right to cancel the licence of occupation in the event that any conditions are not adhered to.

RECOMMENDATION

That Council approve a temporary Licence of Occupation to allow the Sault Trailblazers Snowmobile Club to utilize the main parking lot at Strathclair Park as a snowmobile staging area, for a period not to exceed 4 months from January 10, 2011.

Respectfully submitted,



Lorie Bottos
City Solicitor

LAB/ON
Attachments



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(0)

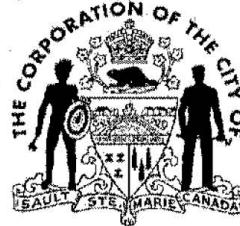


5(p)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



LEGAL
DEPARTMENT

REPORT TO: Mayor Debbie Amaroso
and Members of Council

REPORT FROM: Lorie Bottos
City Solicitor

DATE: 2011 01 10

SUBJECT: DENIS PEPIN - 165 AVERY ROAD - A-7-10-OP - BY-LAW 2010-109

On May 31, 2010 City Council passed By-law 2010-109 the purpose of which was to adopt Amendment No. 172 to the Official Plan. That amendment allowed the creation of seven (7) new lots in the rural area. The owner of the property and the person making the request to council was Denis Pepin. After the bylaw was passed notice of its passing was sent out as required under the provisions of the Planning Act. One body to whom notice was sent was the Ministry of Municipal Affairs and Housing.

This passing of the bylaw was appealed by the Ministry of Municipal Affairs and Housing to the Ontario Municipal Board. Basically the reason for the Ministry appealing is the number of new lots permitted to be created by this official plan amendment. The Province has a Provincial Policy Statement and the Ministry's position is that this official plan amendment contravenes the Provincial Policy statement along with other aspects of the policy statement.

The Ontario Municipal Board has set a hearing date of Tuesday February 8, 2011 at 11:00 a.m. setting aside 2 days for the hearing. The Legal Department will represent the City at the hearing. The Ministry will be represented by its legal counsel as well as a planner. The Pepins will be at the hearing too.

Respectfully Submitted,

Lorie A. Bottos
City Solicitor
LAB:cf

c.c. Peter Tonazzo, Planner, Engineering & Planning Dept.
c.c. Michelle Kelly, Secretary/Treasurer, Committee of Adjustment

Staff/Zoning/OMB/Pepin/cf

Shuter
RECOMMENDED FOR APPROVAL
Joseph M. Fratello
Chief Administrative Officer

5(q)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

File No. L.5.1

2011 01 10

Mayor Amaro and
Members of City Council

Dear Council:

RE: COUNCIL HONOURARIUMS

In accordance with the provisions of the former Municipal Act City Council passed a resolution on June 24th, 2002 deeming one-third of the remuneration paid to the elected Members to be incidental to the discharge of duties. This created a tax savings for some Members of Council. A copy of the resolution is attached to this report. Under the new Municipal Act, section 283(5) states that if City Council passed such a resolution under the old Municipal Act and that resolution has not been revoked the resolution becomes a by-law. The Act further indicates in section 283(7) that at least once per term City Council must review the one-third tax exemption by-law. If City Council fails to review such a by-law the exemption is forever lost and cannot be reinstated.

Some municipalities do not utilize the one-third tax exemption. Generally, these are larger cities where city councils are included in pension and disability plans. The pension and disability plans are linked to remuneration. In Sault Ste. Marie there is no such linkage. Accordingly, I do not think there is any advantage in repealing the by-law that allows for the one-third tax exemption.

I am also attaching a letter from Enrico Pino, Manager of Accounting, outlining the estimated annual tax savings for continuing with the one-third tax exemption for both the Mayor and Council.

56g)

- 2 -

RECOMMENDATION

I recommend that City Council take no action and allow the one-third tax exemption to stand.

Respectfully submitted,

Lorie Bottos

Lorie Bottos
City Solicitor

LAB/ON
Attachments

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



CITY COUNCIL RESOLUTION

5(q)

Date: June 24, 2002

Agenda Item
5(v)

MOVED BY
SECONDED BY

Councillor
Councillor

F. Manzo
J. Caicco

Whereas subsection 255(1) of the Municipal Act, R.S.O. 1990, c. M.45, as amended, provides that one-third of the remuneration paid to the elected members of councils and their local boards shall be considered as expenses incident to the discharge of their duties as members of council or local board; and

Whereas subsection 255(2) of the Municipal Act, R.S.O. 1990, c. M.45, as amended, provides that the provisions of subsection 255 (1) shall only continue to apply to members of council or its local boards after January 1, 2003 if the municipality passes a resolution before January 1, 2003 stating its intention that the provisions of subsection 255(1) shall continue to apply to elected members of council and its local board; and

Whereas the Council of the Corporation of the City of Sault Ste. Marie hereby deems it desirable to continue the provisions of subsection 255(1) of the Municipal Act beyond January 1, 2003.

Now therefore be it resolved that it is the intention of this Council that the provisions of subsection 255(1) continue to apply to the elected members of this Council and its local boards on and after January 1, 2003.

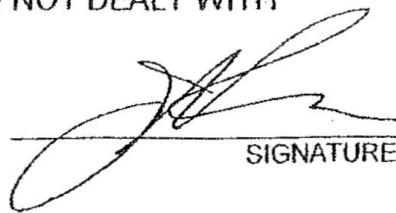
R.V. 12-1

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED


SIGNATURE

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

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

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

56q)

Enrico Pino
Manager of Accounting



Finance Department
Accounting Division

2010 12 23

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

DEC 23 2010

MEMO TO: Lorie Bottos
City Solicitor
Legal Department

LEGAL DEPARTMENT

RE: COUNCIL HONORARIUM – ONE-THIRD TAX FREE EXEMPTION

In preparing your report to Council, I wish to provide you with the income tax and CPP savings should Council decide to retain the one-third exemption. Please note that Employment Insurance premiums do not apply to elected officials.

Using the 2011 tax rates and assuming the basic personal exemption only, I have calculated the tax and CPP savings that would result for the Mayor and Councillors. The calculations are based on the honorarium and car allowance amounts currently being paid to members of Council.

Estimated annual tax savings of continuing with the one-third exemption (honorarium and car allowance):

Mayor	\$7,450.00
Councillors	\$2,169.00

Our current practice is to reflect the one-third exemption on the Council member's annual T4-slip. This practice will continue if Council opts to maintain the one-third tax free allowance for the 2010-2014 term.

E. Pino
Manager of Accounting

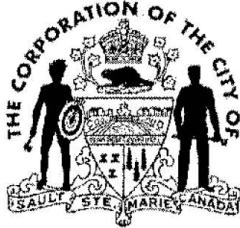
EP/kl

c. W. Freiburger

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



**LEGAL
DEPARTMENT**

FILE NO.: 2004 Tax Sale - Parcel 9

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2011 01 10

SUBJECT: **DISPOSAL OF NORTHERN BREWERIES PROPERTY AT
503 BAY STREET**

PURPOSE

The purpose of this report is to recommend to council the acceptance of an offer from Gary Chevolleau for the disposal to him of the property at 503 Bay Street (former Northern Breweries site at the south east corner of Bay and Spring Sts).

BACKGROUND

The City attempted twice to sell the Northern Breweries site for arrears of taxes at a tax sale. There were no bidders at either tax sale. What the City tried to do after that was sell the property using the services of a local property management firm (Steve McGuire of Regent Property Management). Mr. McGuire was able to obtain one acceptable offer at that time. It was from a numbered company. The offer from the company was for \$511,000. The property was listed for sale at \$499,000. Unfortunately that proposed purchaser withdrew his offer on August 23rd of 2010, citing as the reason the delay of the City in being able to provide good title through what is called a vesting under the Municipal Act to all of the property. There was a small parcel of land at the south end of the property near Foster Drive that the City could not provide good title to until very early in 2011. After that deal fell through Mr. McGuire was asked to continue in his efforts to dispose of the land and building.

The Canada Revenue Agency, the Provincial Ministry of Revenue and the Ministry of the Environment have liens on the property for taxes and fines owing those levels of government. Those liens and fines total just over \$300,000. The taxes owing to the City are in the \$500,000 range. Treasurer, Bill Freiburger, City Tax Collector, Peter Liepa and I worked out an arrangement with the senior levels of government whereby we would share in the proceeds of the sale based on the percentages owing to the various levels of government. The City will receive approximately 48% of the net proceeds after deduction of expenses such as real estate commission.

- 2 -

ATTACHMENT

- (1) A copy of the agreement of purchase and sale signed by Gary Chevolleau is attached.
- (2) A list of the permitted uses in the C3 Riverfront Zone.

COMMENT

After the offer from the numbered company fell through, Mr. McGuire renewed his efforts to dispose of the property. He has received three offers. The highest offer is from Gary Chevolleau. His offer was received through local realtor Violet Amimi and has a \$40,000 deposit. It is for \$465,000.

The proposed purchaser would take the property as is. The purchaser would be responsible for any demolition costs, if it is the intention of the purchaser to demolish the buildings. The property is zoned C3 Riverfront zone. The purchaser has not disclosed his intended use.

If council accepts the offer the City will vest the property in the City's name as it is entitled to do under the tax sale provisions of the Municipal Act. Immediately afterwards the City would convey the property to Mr. Chevolleau. This is the same procedure followed in the disposal of the Eastgate Hotel.

RECOMMENDATION

The recommendation from staff to Council is that the offer from Gary Chevolleau at \$465,000 be accepted and further that the property at 503 Bay Street be vested in the City's name just prior to its transfer to Gary Chevolleau for \$465,000.

Respectfully Submitted,



Lorie A. Bottos
City Solicitor
LAB/da

c.c. Bill Freiburger, Commissioner Finance/Treasurer
Peter Liepa, City Tax Collector


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Attachment
council reports/2011reports/Northern Breweries Jan 10 11

This Agreement of Purchase and Sale dated this 18 day of NOVEMBER 2010.

BUYER, Gary Chevallier (full legal names of all Buyers), agrees to purchase from

SELLER, CORPORATION OF THE CITY OF SAULT STE. MARIE (full legal names of all Sellers), the following

REAL PROPERTY:

Address 503 BAY STREET, CITY OF SAULT STE. MARIE fronting on the SOUTH-EAST side of BAY STREET in the DISTRICT OF ALGOMA.

and having a frontage of 130.52 FEET more or less by a depth of IRR. FEET more or less and legally described as PCL 45 AWS; PT WATER LOT IN FRONT OF LOT 10 S/S BAY ST TOWN PLOT OF SAULT STE. MARIE AS IN LOT3887; CONT. IN SCHEDULE "A" (the "property").
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 465,000

FOUR HUNDRED & SIXTY-FIVE THOUSAND Dollars

DEPOSIT: Buyer submits Herewith (Herewith/AUpon Acceptance/as otherwise described in this Agreement)

FORTY THOUSAND Dollars (CDN\$) 40,000

by negotiable cheque payable to ROYAL LEPAGE NORTHERN ADVANTAGE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by BUYER (Seller/Buyer) until 11:59 a.m./p.m. on

the 13th day of DECEMBER 2010, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the see Schedule "A" day

of see Schedule "A", 2011. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Seller) FAX No. 759-6651 (For delivery of notices to Buyer)

INITIALS OF BUYER(S): GC

INITIALS OF SELLER(S): BB



4. CHATTELS INCLUDED:

NONE

5. FIXTURES EXCLUDED:

NONE

6. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: **NONE**

7. GST/HST: If the sale of the property (Real Property as described above) is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) then such tax shall be.....
(included in/in addition to)
 the property is not subject to GST or HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to GST or HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the **see Schedule "A"** day of **see Schedule "A"**, 20....., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (**VACANT SITE**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registered documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada),

INITIALS OF BUYER(S):

GL

INITIALS OF SELLER(S):

LB



Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

(G.C.)

INITIALS OF SELLER(S):

(L.B.)



5(r)

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) *Violette C.*

(Buyer) *[Signature]*

(Seal) DATE Nov. 18 2010

(Witness)

(Buyer)

(Seal) DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) *Delvish Aglani*

(Seller) *Land Bolt*

(Seal) DATE Dec. 14/10

(Witness)

(Seller)

(Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	ROYAL LEPAGE NORTHERN ADVANTAGE	Tel. No.
Co-op/Buyer Brokerage	RE/MAX SAULT STE MARIE REALTY INC., BROKERAGE	Tel. No. (705)759-0700

853 QUEEN STREET E SAULT STE. MARIE

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.
(Seller) DATE	(Buyer) DATE
(Seller) DATE	(Buyer) DATE
Address for Service..... Tel. No.	Address for Service..... Tel. No.
Seller's Lawyer..... Address..... Tel. No.	Buyer's Lawyer..... Address..... Tel. No.
FAX No.	FAX No.

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale; RE/MAX SAULT STE MARIE REALTY INC., BROKERAGE	In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by: <i>Violette C.</i>
(Authorized to bind the listing Brokerage)	(Authorized to bind the Co-operating Brokerage)



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, G.A.R.Y. C.H.E.V.O.LLEAU. and

SELLER, CORPORATION OF THE CITY OF SAULT STE. MARIE

for the purchase and sale of 503 BAY STREET, CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA dated the 18 day of NOVEMBER, 20¹⁰.

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to the usual adjustments, in cash or by certified cheque, to the Seller on the completion of this transaction.

This transaction is subject to the terms and conditions of property tax sales and vesting contained within The Municipal Act of Ontario. The Seller takes no position regarding ownership or transferability of any equipment or rental/encumbered components presently in the facility.

Further, The Seller makes no representation or takes no position what so ever with respect to the condition or operational nature of the facility or with regard to any environmental matters.

Closing Date: TEN (10) days after the City of Sault Ste. Marie is in a position to transfer full and unencumbered title.

Title Search Date: TWO (2) days before closing date.

LEGAL CONT.: PT LOT 9 S/S BAY ST PLAN TOWN PLOT OF ST. MARY'S AS IN T181931 (FIRSTLY); LOT 10 S/S BAY ST PLAN TOWN PLOT OF ST. MARY'S EXCEPT PT 1 1R1710; PCL 2385 AWS; PT WATER LOT IN FRONT OF LOT 9 S/S BAY ST PLAN TOWN PLOT OF SAULT STE. MARIE AS IN LOT 23085 EXCEPT PT 4 & 7 1R1463

This form must be initialed by all parties to the Agreement of Purchase and Sale..

INITIALS OF BUYER(S):

GC

INITIALS OF SELLER(S):

LB



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Form 100 Rev. 03/2010 Page 5 of 5



567)

13.4 RIVERFRONT ZONE (C3)

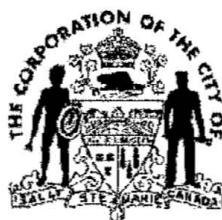
Introduction

This zone is applied to the waterfront area south of Bay St. between the Gateway Site and the Hospitals. Additional setbacks from the water, a narrower scope of permitted uses, and high quality landscape requirements will create a pleasant park-like setting, catering to tourists and locals as they travel along the waterfront.

13.4.1 PERMITTED USES

- *Accessory uses*
- *{2007-105} Accessory use solar power installations* – Refer to Section 1.1.6 for additional regulations
- *{2006-200} Accessory use wind turbines* - Refer to Section 4.13 for additional regulations
- *Accommodation services*
- *Amusement and fitness facilities*
- *Arts, culture, and heritage institutions*
- *Assembly facilities*
- *Casinos*
- *Day care facilities*
- *Federal Provincial and Municipal Government administration*
- *Food services*
- *Home based business*
- *Movie theatres*
- *{2010-74} Nursing homes and residential care facilities*
- *Office uses*
- *Parking lots*
- *Personal services*
- *Recreational facilities*
- *Residential Dwellings*
 - *Multiple Attached*
 - *Apartment Dwellings*
- *Retail trade*
- *Similar uses*
- *Tourism related services*

Larry Girardi
Deputy Commissioner



Public Works and
Transportation

January 10, 2011

Mayor Amaroso
And Members of Council
Civic Centre

RE: Douglas St. - St. Veronica Church modification to By-Law

Background

Received request to extend Disabled Persons Parking Prohibited in front of St. Veronica Church from Councillor Krmpotich and St. Veronica Church.

Discussion

More and more people are requiring access to these parking stalls and access to the elevator at St. Veronica Church. These additional parking stalls are required to accommodate the increase in demand. The Traffic division supports the modification to Schedule "AA" Disabled Persons Parking Prohibited" Section 6 #2

Recommendations

Extend Disabled Persons parking area to extend from 15 meters east of Wilding Ave to 60 meters east of Wilding Ave.

By-Law 77-200 Schedule "AA" Parking Prohibition

Street	Side	From	To	Prohibition
Douglas St.	South	15 meters east of Wilding Ave.	60 meters east of Wilding Ave	

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Larry Girardi".

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

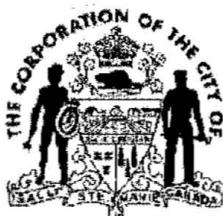
A handwritten signature in black ink, appearing to read "J. M. Elliott".

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

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

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

Larry Girardi
Deputy Commissioner



Public Works and
Transportation

January 10, 2011

Mayor Amaroso
And Members of Council
Civic Centre

RE: Proposed Changes to Designated School Zones By-Law 77-200 Schedule "Y"

Background:

Schedule "Y" of the Designated School Zones By-law 77-200 defines designated school zones, where reduced speed limits are in effect between the hours of 8:00 AM and 5:00 PM. Schedule "Y" is in need of revision.

Discussion:

- No. 3 – Cathcart Street. –There is no longer a school at this location.
- No. 5 – Grand Blvd – No Speed limit indicated in by-law, currently posted at 40 km/hr
- Addition of St. Georges St. (St. Basil's) school zone.

Recommendations:

It is recommended that:

- ***Remove from By-Law 77-200 Schedule "Y"***
No. 3 – Cathcart Street
- ***Modification to By-Law 77-200 Schedule "Y"***
No 5 – Grand Blvd – Speed = 40 km/hr
- ***Addition to By-Law 77-200 Schedule "Y"***
St. Georges ,Designated Location – From 200 m east of St. Georges St./Maple St. intersection to 111 m west of St. Georges St./McNabb St. intersection.
Speed – 40 KM/HR

Respectfully Submitted,

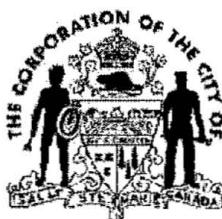
Larry Girardi
Deputy Commissioner
Transportation

Recommended for Approval

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

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Larry Girardi
Deputy Commissioner



Public Works and
Transportation

January 10, 2011

Mayor Amaroso
And Members of Council
Civic Centre

RE: Northland Rd.(No Parking Sign Addition) to By-Law

Background:

An existing no parking sign is in place on Northland Rd. across from the laneway existing Tim Horton's parking lot located on John St. When vehicles are parked on the north side of Northland Rd. and others are exiting the parking lot and the laneway on the north side of Northland Road a traffic hazard is created.

Discussion:

A no parking sign was installed on PUC pole 00395 located on the north side of Northland Rd. 10 m west of the intersection with John Street. There is no record as to when this No Parking sign was installed and there is no By-Law supporting this sign. This sign is however warranted and would suffice in covering the area of concern. Councilor's Turco and Niro are in support of this addition.

Recommendations:

The addition to By-Law 77-200 Schedule "A": Northland Rd, north side 10 m west of John St to 50 m west in support of the existing sign is recommended to Council.

By-Law 77-200 Schedule "A" Parking Prohibition

Street	Side	From	To	Prohibition
Northland Rd.	North	Pole # 00395 (10 m west of John St.)	50 M west	Left Arrow

Respectfully Submitted

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

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

RECOMMENDED FOR APPROVAL
Joseph M. Freest
Chief Administrative Officer

Larry Girardi
Deputy Commissioner



Public Works and
Transportation

2011 01 10

Mayor Amaroso
And Members of Council
Civic Centre

RE: Removal of Sections 578 & 579 Superior Drive No Parking Signs from By-Law 77-200 Schedule "A" Parking Prohibited

Background:

In 1981 a resolution was brought to council in regards to parking issues on Superior Drive. The parking issues were caused by sporting events at Bawating Collegiate and Vocational School.

Discussion:

The signs and posts on Superior Drive are in need of replacement. With the closing of Bawating Collegiate and Vocational School and the opening of Superior Heights Collegiate and Vocational School parking in and around the area will need to be reviewed. Ample parking will be provided in the school parking lot for any special events that occur at the school. Traffic Division is requesting the removal of all signs and posts associated with the two above listed sections of By-law 77-200 Schedule "A". Once Superior Heights Collegiate and Vocational School is opened a review of all on street parking in and around the school will commence. 100% of the homes surveyed agreed with the removal of the No Parking signs and sections 578 & 579 of the by-law 77-200 Schedule "A" Parking Prohibition. Councillors Fata and Bruni support the by-law changes.

Recommendations:

The Traffic Division is requesting the removal of Sections 578 & 579 from By-Law 77-200 Schedule "A" Parking Prohibition.

Remove from By-Law 77-200 Schedule "A" Parking Prohibition

Section	Street	Side	From	To	Prohibition
578	Superior Drive	East	Niagara Drive	Montcalm Road	1800 hrs. to 2000 hrs Saturdays and Sundays holidays excepted
579	Superior Drive	West	Niagara Drive	south limit of Civic No. 99	1800 hrs. to 2000 hrs. Saturdays and Sundays holidays excepted

Respectfully Submitted

Larry Girardi
Deputy Commissioner
Public Works and Transportation

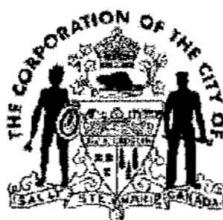
Recommended for Approval

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

RECOMMENDED FOR APPROVAL
Joseph M. Frates
Chief Administrative Officer

5(s)

Larry Girardi
Deputy Commissioner



Public Works and
Transportation

2011 01 10

Mayor Amaroso
And Members of Council
Civic Centre

RE: Princess Crescent- No Parking Modification of Section 495 of By-Law 77-200
Schedule "A" Parking Prohibited

Background:

In 1990 a traffic study and residential survey was performed on Princess Crescent. The report to Council (10/10/1990) recommended signage be placed banning parking on both sides of the crescent from Nov. 1 – Mar. 31. There is a note on the documentation dated Oct 29, 1990 “change to prohibition on even side only”. This was implemented and there are by-laws in place to support the signage.

Discussion:

The signage currently in place extends from the south end of Princess Crescent to the north end of Princess Crescent. PWT Operations feel that the no parking signage in effect to the south of Parasol Crescent located off Princess Crescent remain in place but support the removal of the signage to the north of Parasol Crescent. A letter was sent to the residents on Princess Crescent that would be affected by the removal of the signage and 100% support the removal of the No Parking signs. Councillor's Mick and Watkins are also in support of the by-law changes.

Recommendations:

It is recommended that modifications be made to section 495 of By-law 77-200 Schedule "A" Parking Prohibition:

Section	Street	Side	From	To	Prohibition
Current: 495	Princess Crescent	Northeast & south	10 Princess Crescent	150 Princess Crescent	November 1 st to March 31
Proposed: 495	Princess Crescent	East & South	10 Princess Crescent	50 Princess Crescent	November 1 st to March 31

Respectfully Submitted—

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

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

RECOMMENDED FOR APPROVAL
Joseph M. Fratoni
Chief Administrative Officer

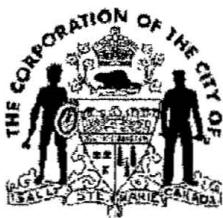
Public Works & Transportation

The Corporation of the City of Sault Ste. Marie 128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 541-7000 ext. 224 ~ Fax: (705) 541-7010 www.cityssm.on.ca

5(s)

Larry Girardi
Deputy Commissioner

Public Works and
Transportation



2011 01 10

Mayor Amaro
And Members of Council
Civic Centre

RE: Addition to By-Law - Pilgrim St. ("No Parking Sign") Between Herrick St. & Towers St.

Background:

For the last 15 years "No Parking" signs existed on the East side of Pilgrim Street between Herrick St. and Towers St. During recent construction one of the signs was removed and not reinstalled due to the lack of a supporting By-Law.

Discussion:

The home owner at 88 Pilgrim St. has contacted the Traffic Division with concerns regarding the removal of the No Parking sign. Increased activity during the day time hours is producing traffic issues for the home owner. The home owner requested the sign be reinstalled but due to the lack of a supporting By-Law the Traffic Division has not carried out this request.

Recommendations:

Due to the existence of the "No Parking" sign, even though not supported by a By-Law and the increase of street parking and activity due to the Family Services office, it is the recommendation of the Traffic Division that two No Parking Signs be installed on the East side of Pilgrim St. between Herrick & Towers St. and this prohibition be a timed prohibition from Monday – Friday 8:00 AM – 5:00 PM. The resident at 88 Pilgrim St, Councillors Myers & Sheehan all support this.

By-Law 77-200 Schedule "A" Parking Prohibition

Street	Side	From	To	Prohibition
Pilgrim St	East	Herrick St.	Towers St.	Monday – Friday 8:00 AM – 5:00 PM

Respectfully Submitted

Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval

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

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

6(2)(a)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2011 01 10

Mayor Debbie Amaroso and
Members of City Council

Re: Revised Financing Plan - West End Community Centre

This report is to revise the financing plan for the West End Community Centre that was originally approved by Council on February 22, 2010.

The financing plan for the West End Community Centre was originally developed to address the Federal and Provincial Infrastructure Programs announced in early 2010.

The City received infrastructure funding for the Hub Trail and Recreation projects including a new cover for the tent pavilion at the Roberta Bondar Park.

Financing Summary

	<u>Original</u>	<u>Revised</u>
Revenues		
Invest in Ontario Grant (August 2008)	\$ 7,100,000	\$ 7,100,000
Municipal Debt Issue	5,100,000	5,100,000
Municipal Debt Issue or NOHFC Loan	0	<u>750,000</u>
Total Municipal Funding available	\$ 12,200,000	\$ 12,950,000

Expenditures

Hub Trail & Waterfront Walkway	\$ 1,700,000	\$ 1,700,000
Recreation Infrastructure Canada Program	700,000	700,000
Subtotal Expenditures	\$ 2,400,000	\$ 2,400,000
Net funding available for West End Centre	<u>9,800,000</u>	<u>10,550,000</u>
Estimated cost of West End Centre	\$ 10,696,000	\$ 11,300,000
Funding shortfall for West End Centre	<u>(896,000)</u>	<u>(750,000)</u>
Northern Ontario Heritage Fund Grant		\$ 750,000

6(2)(a)

Report to Council – Revised Financing Plan – West End Community Centre

2011 01 10

Page 2.

Estimated Capital Project Costs for West End Community Centre

The cost estimate has been revised as per the report of Mr. Nick Apostle, Commissioner of Community Services, elsewhere on the agenda.

	<u>Original</u>	<u>Revised</u>
Soccer fields	\$ 8,136,500	
Library	<u>1,500,000</u>	
Total Contractor cost	9,636,500	\$ 9,841,222
Building Permit	0	50,000
Architecture and Engineering	809,500	1,199,704
Furniture and Fixtures	<u>250,000</u>	<u>209,074</u>
 Total	 <u>\$ 10,696,000</u>	 <u>\$ 11,300,000</u>

Debt Impact

The debt and loan level for this project will increase by \$750,000 which will increase the City's long term debt level. I have verbally reviewed this situation with Standard & Poor's, our credit rating agency, and they stated that this situation alone would not impact our "A" credit rating.

I have attached a revised long term debt schedule.

Borrowing Costs

The original estimated cost to service \$5.1 million of debt over ten years was \$6.3 million based on an interest rate of 4%. The revised cost estimate to service \$5.85 million of debt over ten years is \$7 million based on a revised interest rate of 3.64% from Infrastructure Ontario. The interest costs will vary depending on interest rate changes and the interest rates included in the Northern Ontario Heritage Fund loan.

The debt service costs for this project will be financed within the current budget allocation for debt repayments due to the retirement in 2010 of a \$700,000 annual debt obligation.

By-law 2010-149 approved the issuance of \$5.1 million of long term debt to finance the construction of the West End Community Centre on September 7, 2010.

Council approval is required to increase the debt financing for this project.

6(2)(a)

Report to Council – Revised Financing Plan – West End Community Centre

2011 01 10

Page 3.

Recommendation

City Council approve the issuance of \$5,850,000 of long term debt or loans to finance the West End Community Centre. An amending by-law will be presented at the January 24, 2011 Council meeting for approval.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

The Corporation of the City of Sault Ste. Marie

Summary of Debt By Function	December 29, 2010									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Roadways	3,107,100	1,733,487	761,746	155,000	0	0	0	0	0	0
Recreation - John Rhodes Centre	6,469,922	5,675,995	4,860,300	4,025,619	3,276,685	3,051,257	2,807,636	2,544,351	2,259,818	1,952,320
Industrial Land Development - NOHFC	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270	1,152,270
Davey Home	7,600,000	6,805,000	5,975,000	5,105,000	4,190,000	3,225,000	2,210,000	1,135,000	0	0
Essar Centre		11,220,000	10,626,973	10,002,988	9,346,428	8,655,593	7,928,693	7,163,847	6,359,072	5,512,285
										0
Total City Debt Issued to Date	18,329,293	26,586,752	23,376,289	20,440,876	17,965,383	16,084,120	14,098,599	11,995,468	9,771,160	8,616,875
PUC Water Utility Debt to Finance Water Operations \$6.2 million for 10 years						5,940,223	5,406,398	4,852,966	4,279,205	3,684,370
Infrastructure Program - \$6.0 million for 10 years West End Cente/Hub Trail/Recreation Grant						5,748,603	5,231,999	4,696,419	4,141,167	3,565,519
Total Debt	18,329,293	26,586,752	23,376,289	20,440,876	17,965,383	27,772,946	24,736,996	21,544,853	18,191,532	15,866,764
Per Capita based on a population of 75,000	244	354	312	273	240	370	330	287	243	212

Notes - PUC debt and interest costs are fully recoverable from PUC water revenues.

Other Possible Debt Issues

Gateway site land purchase \$2 million

The City is currently undertaking a Environmental Assessment relating to the future disposal of waste at the landfill site due to the site limitations.

ad.12.1



62(a)

January 10, 2011

Mayor Debbie Amaroso
and Members of City Council

West End Community Centre – Update

The following resolution was passed, regarding the West End Community Centre, at the December 13, 2010 City Council meeting.

Resolved that the report of the Commissioner, Community Services dated 2010 12 13 concerning West End Community Centre (WECC) - Funding be accepted and the recommendation to award the tender for this project to George Stone and Sons for a maximum amount of \$10,212,342 conditional on receiving approval from NOHFC of our funding application to a level which will allow the project to proceed be approved.

Recent Developments

On Monday December 20, 2010 several members of Council attended a Press Conference, called by local MPP David Orazietti, at which he announced funding assistance from the Northern Ontario Heritage Fund Corporation (NOHFC) in the amount of \$1.5 million. Copies of his Press Release as well as the Release which was issued by NOHFC on December 20th are attached for your information. This announcement seemed to be very good news as it provided funding at a level that allowed the WECC Project to proceed as noted in the approved December 13, 2010 Council resolution.

On December 21st, late in the day, I received the attached letter from the Honourable Michael Gravelle, Chair of the NOHFC Board, confirming the Board had approved the \$1.5 million which Mr. Orazietti had previously announced. However, the Minister's letter went on to indicate that \$750 thousand of that amount was "grant" and \$750 thousand was a "term loan". Our understanding is that the loan is interest free for the first two years and that repayment of the balance is to be further discussed. Nowhere in any of the discussions with NOHFC staff, Board members or MPP Orazietti, was it ever suggested or mentioned that any portion of the \$1.5 million contribution from NOHFC would be by way of loan. The funding outlined in the Minister's letter came as a total surprise and caused concern for the project as the amount of the grant noted was not within the thresholds required for the project to proceed.

In addition to a letter (attached) sent by Mayor Amaroso to the Minister, both Mayor Amaroso and Joseph M. Fratesi, C.A.O. had several subsequent discussions with Minister Gravelle, David Orazietti (MPP), Bruce Strapp (Executive Director of NOHFC), as well as NOHFC Board members. The best advice that has been received is that we should not appeal the contribution as set out in the letter, as our application was somewhat controversial at the Board meeting, given that NOHFC does not generally provide assistance for "community centres".

We have been informed that we do have the option of asking the Board to forgive the loan portion in the future. We have also been advised that there appear to be programs now being created by FedNor for which we could make application for up to \$500 thousand.

Going Forward

The tender amount with George Stone & Sons, as well as the subsequent negotiations to reduce the total contract price, are open to acceptance/rejection from the City until January 12, 2011, after which the tender will no longer be valid and we would be required to re-tender the project. We already are aware that there will be increases, especially in steel prices, if a re-tender is required after January 12, 2011. There are several other reasons why this project should go ahead. There is a need to replace the West End Library with an accessible facility. We have secured the financial commitments that we required from the Sault Amateur Soccer Association. As well, the City, has already spent a substantial amount on engineering/architectural drawings and land acquisitions. It is, therefore, recommended that we proceed with awarding the contract to George Stone & Sons on the basis that the \$750 thousand loan amount is covered by either an application to NOHFC for forgiveness or from another source such as FedNor. The City, however, will need to underwrite this further amount, should all of our efforts fail, with respect to alternative sources of funding. The City Treasurer, in a separate report, which appears elsewhere on your agenda, sets out this extra amount of borrowing required.

Extra potential revenue from "Naming Rights" and the installation of solar panels was reported to Council at the December 13, 2010 meeting. The "Naming Rights" process has been initiated and a short list has been developed. There are several local companies that have expressed an interest in the "Naming Rights" and meetings will be scheduled once the project is approved to proceed. It is anticipated that the City will be able to negotiate an agreement which will provide future revenue to be used towards defraying the operating costs of the facility. Regarding the installation of solar panels, the project team has met with a local company and preliminary results are that the project is well suited for solar panel installation and potential revenue of approximately \$190,000 annually can be realized. This will be further developed by the project team once the project is approved by Council.

The project funding has been reviewed in detail and, given the latest funding developments, staff is recommending the following changes to the original plan while remaining within the established funding parameters reported to Council:

- Include the construction of the storage room at a cost of \$133,338. This price was provided by the contractor in the tender submission. The storage room is required for the facility to function properly. The evaluation of this item revealed that it is excellent value for the money. Furthermore, the cost of constructing this at a later date will significantly increase.
- Defer the purchase of the portable floor covering (approximately \$193,000). Although this item is needed to make the facility multi-purpose it can be purchased at any time during or after the construction of the facility. It can be treated as a separate project and application to funding programs can be actively pursued. As an interim measure, the existing wooden floor covering used in our other facilities can be used for events. This would suffice for the purposes of the 2012 CARHA Hockey World Cup activities at this facility.

6(2)(a)

- Upgrade to "Duraspine Pro" Field Turf. This is the high-end line of field turf. The evaluation of this item determined that it is an excellent value for the small increase of \$11,608.

Tender Award Recommendation

Based on the current level of funding staff recommends the tender to George Stone & Sons be awarded based on the following:

• Original bid submission by George Stone & Sons	\$10,567,500
• Addition of storage room	\$ 133,338
• Addition of upgrading field turf to Duraspine Pro	\$ 11,608
• Deduction of Value Management items	\$ (871,224)
Total cost of contract to George Stone & Sons	\$ 9,841,222

NOHFC Acknowledgment

Elsewhere on your agenda is a resolution expressing City Council's appreciation to the Northern Ontario Heritage Fund Corporation for providing funding to the West End Community Centre project.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

/jouncil/wecc update tender approval Jan 10

Copies to: B. Freiburger, Commissioner of Finance

attachments

*b(2)(a)***Nick Apostle**

From: Orazietti_David-MPP-CO [doraziotti.mpp.co@liberal.ola.org]
Sent: Monday, December 20, 2010 4:03 PM
To: Nick Apostle
Subject: FYI - News Release - West End Community Centre

David Orazietti, M.P.P. Sault Ste. Marie**News Release**

For Immediate Release

December 20, 2010

ORAZIETTI ANNOUNCES \$6.2 MILLION FOR STATE-OF-THE-ART COMMUNITY CENTRE
Provincial Investment in West End Community Centre Moves Project Forward Creating 144 Jobs, Supporting Youth and Boosting Tourism

Sault Ste. Marie – The provincial government is creating jobs, encouraging physical activity and boosting tourism in Sault Ste. Marie by investing in a new \$11.3 million state-of-the-art West End Community Centre, which will house an Indoor Turf Facility and also include a new home for the 40 year old Korah Library, David Orazietti, MPP announced today.

"Provincial support of \$6.2 million toward building a brand new West End Community Centre, which will include two indoor soccer fields and the Korah Library will be a great benefit to a broad range of residents in Sault Ste. Marie," said Orazietti. "Our government is committed to investing in important infrastructure projects in the Sault because they create short and long-term jobs and help to improve the quality of life for everyone."

The community centre will help develop recreational, business and tourism infrastructure in Sault Ste. Marie and create 117 construction jobs and 27 ongoing operational and maintenance jobs. Funding of \$1.5 million for the local centre is coming from the province's Northern Ontario Heritage Fund Corporation's (NOHFC) Infrastructure and Community Development Fund. The City has also received \$4.7 million provided by the province through the Ontario Ministry of Infrastructure's Invest in Ontario program, which brings total provincial funding for the project to \$6.2 million.

The West End Community Centre's Indoor Turf Facility is the first of its kind in Sault Ste. Marie and positions the city to host international, national, provincial and regional indoor turf field events. In addition to two turf fields it will have associated amenities including public washrooms, 4 change rooms, 1 first aid room, 2 referee rooms and a food and beverage concession.

6(2)(a)

In 2010, the provincial government again increased the NOHFC budget by \$10 million from \$80 million to \$90 million to create new jobs and support economic development in northern Ontario. In 2011 the fund will reach \$100 million. Since 2003 the NOHFC has approved \$28.5 million for 238 projects in Sault Ste. Marie. These investments have resulted in new jobs in our community and allowed for \$107 million in infrastructure and business projects to be completed.

Some of the key provincial investments through the NOHFC in Sault Ste. Marie include:

- \$5 million Agawa Canyon Tour Train
- \$4.7 million Essar Centre
- \$2.5 million Heliene Canada Inc. - Solar Module Manufacturing Plant
- \$2 million Sault College - IT infrastructure, Multi-Media Centre, Wind Energy Training Centre
- \$2.1 million Flakeboard Ltd. Expansion
- \$2 million Ellsin Environmental Ltd. - Tire Recycling Plant
- \$1.5 million Huron Central Rail line (\$16.5 million total)
- \$1.5 million West End Community Centre (\$6.2 million total)
- \$1.6 million Hub Trail & Waterfront Walkway Expansion (\$3.1 million total)
- \$1 million Algoma Public Health – Technology
- \$1 million City - Emergency Response Centre (EMS) (\$2.2 million total)

-30-

Contact David Orazietti at (705) 949-6959.

Constituency Office: 726 Queen St. E., Sault Ste. Marie, ON P6A 2A9 Tel: 705-949-6959 Fax: 705-946-6269

Queen's Park: Suite 6522, 6th Floor, Whitney Block, 99 Wellesley Street West, Toronto ON M7A 1W3

Tel: 416-314-6467 Fax: 416-314-6470

Email: doraziotti.mpp.co@liberalola.org



- Facebook
- Tweet

New Indoor Turf Complex In Sault Ste. Marie

RELEASER'S NAME

DEC 22 2010

CHIEF ADMINISTRATIVE OFFICER
CITY OF SAULT STE. MARIE

December 20, 2010 12:00 PM

McGuinty Government Supports Infrastructure Development In The North

Construction of the West End Community Centre will boost Sault Ste. Marie's tourism sector, create jobs and economic opportunities, and support local youth sports.

With assistance from the Northern Ontario Heritage Fund Corporation (NOHFC), the city will build the new state-of-the-art centre, creating an expected 117 construction jobs as well as staffing opportunities. The facilities will include two indoor soccer fields, help attract national and international sporting events, and provide a venue for festivals and conventions.

Construction of the centre will start in the new year and will be completed in time for the city to host the Canadian Adult Recreational Hockey Association World Cup in March 2012. Drawing more than 120 teams from countries around the world, the event is expected to generate an estimated \$15 million in economic impacts for the community.

This project is part of the government's Open Ontario plan to create jobs and economic opportunities in Northern Ontario.

QUICK FACTS

- The Government of Ontario is providing \$1.5 million to this project under the NOHFC's Infrastructure and Community Development Program.

- Sault Ste. Marie has one of the fastest growing soccer communities in Ontario. The participation rate in Sault Amateur Soccer Association (SASA) programs has increased by 7.3 per cent between 2001 to 2006, almost double the growth rate in Ontario Soccer Association programs over the same period.

LEARN MORE

- Read about the NOHFC's programs.
- Check out the SASA website

CONTACTS

- Joanne Ghiz
Minister's Office
416-327-0655
joanne.ghiz@ontario.ca
- Michel Lavoie
Communications Branch
705-564-7125
michel.lavoie@ontario.ca

Ministry of Northern Development, Mines and Forestry
ontario.ca/north

"Provincial support of \$1.5 million toward building a brand new West End Community Centre, which will include two indoor soccer fields and the Korah Library will be a great benefit to a broad range of residents in Sault Ste. Marie. Our government is committed to investing in important infrastructure projects in the Sault because they create short and long-term jobs and help to improve the quality of life for everyone."

- David Orazietti
MPP for Sault Ste. Marie

"Developing northern communities through infrastructure investments is just one way the McGuinty government is strengthening the region and creating new jobs in the North."

- Michael Gravelle

Minister of Northern Development, Mines and Forestry, and chair of the NOHFC

Site Help

Notices

- © Queen's Printer for Ontario, 2009 - 2010
- IMPORTANT NOTICES

LAST MODIFIED: DECEMBER 21, 2010

(b)(2)(a)



Northern Ontario Heritage
Fund Corporation
Société de gestion du Fonds
du patrimoine du Nord
de l'Ontario

Honourable Michael Gravelle - Chair

Board of Directors

Victoria Hanson
Vice Chair

Sharon Hacio
Vice Chair

Murray Scott

Paul Gray

Lorraine Irvine

Curtis Belcher

David Sinclair

Jack Burrows

John Simperl

John Atwood

Ella-Jean Richter

Carolyn Lane-Rock

Susie Gray

Marielle Brown

Robert Norris

NOHFC File #950619

DEC 20 2010

Mr. Nicholas J. Apostles
Commissioner of Community Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mr. Apostles:

I am pleased to advise that the Northern Ontario Heritage Fund Corporation (NOHFC) has approved a 50% term loan and 50% conditional contribution in an amount not to exceed one million, five hundred thousand dollars (\$1,500,000) to assist with the development of the West End Community Centre project.

This funding is conditional upon meeting NOHFC's legal and contractual requirements. NOHFC staff will contact you in the near future regarding those matters.

Ministry staff will contact you in the near future to arrange the details for the official announcement. Until then, we ask that you refrain from publicly referencing or announcing your project approval.

On behalf of the Board of Directors of the Corporation, including area member Ella-Jean Richter, please accept my best wishes for the success of your project.

Sincerely,

Michael Gravelle, MPP
Chair, Northern Ontario Heritage Fund
Minister of Northern Development, Mines and Forestry

COMMUNITY SERVICES DEPT.

DEC 24 2010

RECEIVED
D

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

Place Roberta Bondar, Bureau 200, 70, promenade Foster, Sault Ste. Marie (Ontario) P6A 6V8
Tél: (705) 945-6700 ou 1800-461-8329, Téléc. (705) 945-6701 www.nohfc.com

6(2)(a)

DEBBIE AMAROSO
MAYOR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

December 23, 2010

The Honourable Michael Gravelle, MPP
Chair, Northern Ontario Heritage Fund
Minister of Northern Development, Mines and Forestry
Suite 200, Roberta Bondar Place
70 Foster Drive
Sault Ste. Marie, ON P6A 6V8

Re: NOHFC Support for the West End Community Centre Project # 950619

Minister Gravelle,

I have just been provided with a copy of your letter to Nicholas Apostle, the City's Commissioner of Community Services, dated Dec. 20, 2010 regarding the detail of NOHFC's decision to provide financial support for the proposed West End Community Centre. While we certainly are appreciative of all of the support which we have enjoyed in recent years from the Provincial government and in particular, the NOHFC fund, we were disappointed to see the detail of the \$1.5 million contribution from the Board.

I have had the opportunity of discussing this with local MPP David Orazietti as well as Bruce Strapp, Executive Director of NOHFC and Ella-Jean Richter. I do appreciate that our application was a difficult one to consider, given that the facility is a "community centre". Nevertheless, the letter which confirmed the Board's approval and details of the contribution came as a complete surprise to both me and my staff. Nowhere in the Press Releases that were issued by both NOHFC and MPP Orazietti, was there a suggestion that a portion of the contribution would be a loan and no where in any of the discussions either before or following the meeting had there been the suggestion that part of the contribution would be by way of a loan.

In any event, we will be recommending to Council that we find a way to see this project proceed. We have been encouraged to attempt to have some of the funding found in new FedNor programs which will soon be announced. We are aware that we may have an opportunity in the future to ask NOHFC to consider forgiving this loan. In the meantime, the City will have to consider underwriting this unexpected shortfall if we wish to keep this important project alive.

...2

*naturally
gifted*

(b)(2)(a)

The Honourable Michael Gravelle, MPP
Chair, Northern Ontario Heritage Fund

Minister of Northern Development, Mines and Forestry

Re: NOHFC Support for the West End Community Centre Project # 950619 (Dec 23/10) Page 2

Mr. Minister, we do appreciate all of your support for Sault Ste. Marie and in particular, your efforts with respect to the West End Community Centre. I do, however wish to make this an item for us to discuss when we meet in early January and I look forward to your advice.

Lastly, let me take this opportunity to wish you and your family and your staff a very Merry Christmas with a hope for a prosperous New Year for us all.

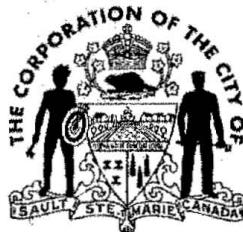
Yours truly,



Debbie Amaroso
MAYOR

cc: Ministry of Northern Development, Mines and Forestry
David Orazietti, MPP
City Council
Joe Fratesi
Nick Apostle
Bill Freiburger

6(6)(a)



2011 01 10

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. A-15-10-Z.OP – filed by 2252927 Ontario Inc.

SUBJECT PROPERTY: Location – Rear lands located on the east side of Great Northern Road, approximately 0.62 km north of Second Line (adjacent to Home Depot), civic no. 50 Linda Road; 622 Great Northern Road (rear)
Size – Block 'A' – approximately 94m (308') x 21m (69'); Block 'B' – approximately 51.82m (170') x 12.19m (40')
Present Use – Vacant
Owner – Block 'A' – The City of Sault Ste. Marie; Block 'B' – Donna Gail Christie

REQUEST: The applicant, 2252927 Ontario Inc., is requesting to amend the City's Official Plan to redesignate the subject properties from Residential to Commercial, and to rezone Blocks 'A' & 'B' from "R.2" (Single Detached Residential) zone to "C.4" (General Commercial) zone with a Special Exception limiting the uses to vehicular and pedestrian access. This application is amended from the original application, which was deferred by City Council on September 27, 2010.

CONSULTATION: Engineering – See attached letter
Building Division – See attached letter
PUC Services – See attached letter
Fire Services – No objection
Conservation Authority – See attached letter

EDC – No objections
Accessibility Advisory Committee – Request a Site Plan
Legal Department – See attached letter
CSD – No concerns
PW&T – See attached letter

PREVIOUS APPLICATIONS

This application was originally scheduled for the September 27, 2010 Council meeting, and was deferred to a future date. The original application sought to rezone the Linda Road right of way (Block 'A') and the entire 50 Linda Road parcel for commercial uses.

With the original application, there was neighbor concern regarding the rezoning of the entire 50 Linda Road parcel. This parcel directly abuts existing residential development. A neighborhood petition that was completed at the time of the original application is attached for your review.

Since that time, the application has been amended, limiting the rezoning to Block 'A' and only a smaller portion of 50 Linda Road, identified as Block 'B'.

With respect to Block 'B' in 1975, an application for 56 dwelling units (a combination of apartment and townhouse units) was heard and deferred. The application was subsequently closed in 1981.

Conformity with the Official Plan

The applicant is seeking to amend the land-use designation of the subject properties to facilitate future commercial development opportunities. Currently, both Block 'A' and Block 'B' are designated Residential on Schedule 'C' of the Official Plan. As such an Official Plan amendment to re-designate the subject lands to Commercial is required to facilitate the intended future uses.

In addition, it is the applicant's intention that both Blocks 'A' and 'B' be developed in conjunction with the property located at 622 Great Northern Road (the westerly abutting property), and 616 Great Northern Road, which are to become part of the applicants land holdings.

The area identified as Block 'C' is the rear portion of 622 Great Northern Road and is currently zoned Commercial. However, the land-use designation is Residential (the front portion of 622 Great Northern Road is both designated and zoned Commercial).

The Official Plan recognizes properties with existing Commercial zoning in areas not designated "Commercial" and can be developed without an Official Plan Amendment. However, staff recommend that Block 'C' be re-designated to Commercial to provide a consistent designation throughout the land holdings.

Comments

The applicant is seeking to rezone Blocks 'A' and 'B' in order for these parcels to be used in conjunction with future commercial uses at 616 and 622 Great Northern Road. Specifically, Blocks 'A' and 'B' will be utilized only to accommodate potential future vehicular and pedestrian access to and from the adjacent Home Depot site. Other commercial uses are not being requested at this time. The proposed commercial zoning is approximately 73 m (240') from the nearest residential property and 128 m (420') from the nearest house.

It should be noted that Block 'A' is the southerly portion of the un-opened Linda Road, which is currently owned by the City. As indicated in the comments by the Legal Department, the applicant has made inquiries to purchase all or a portion of the Linda Road allowance that forms Block 'A'. Staff from the Public Works and Transportation Department has advised that there are storm and sanitary sewers that run through the allowance. As such, City staff would prefer that the City maintain ownership of Block 'A' because of the existence of those services.

If zoning approval is given to Block 'A', the applicant would also need to finalize an agreement to use the road allowance, either through a conveyance or by way of an easement agreement. Agreement to use Block 'A' will require City Council approval.

An agreement to use Linda Road should be completed before the passing of the zoning by-law, however; at this time, staff is recommending approval of this application subject to an agreement for Block 'A' being finalized. As a condition of both the agreement and the rezoning, staff recommends that no structures of any kind be built on the road allowance.

As well, staff notes to the applicant that any future agreement to use the road allowance would be conditional on the applicant or a future owner/developer being responsible for the increased costs associated with maintaining the existing Linda Road services as a result of any related development (i.e. parking areas, aisles, landscaping, etc.).

In addition, the existing Future Shop development at 548 Great Northern Road currently uses a portion of this allowance to accommodate a loading access. An easement agreement is registered on title for this use, and as such, the applicant or any future owner/developer wanting use of Linda Road for access or parking would have to recognize the existing agreement.

It should be noted that the developer of 548 Great Northern Road (Future Shop) brought in fill to construct the loading access, without prior approval or review from the City. The result is that the loading access over the Linda Road allowance is significantly higher than the adjacent properties that are the subject of this application.

As the City does encourage shared access between commercial developments, staff recommends that the applicant, the developer of 548 Great Northern Road, and

Home Depot cooperate to ensure shared access can be accommodated between the subject properties and the existing commercial development to the south.

Regarding comments from other departments and agencies, the PUC advise that given the location of the property, the costs for electrical and water supply and services, including applicable frontage charges, will be required from the developer.

Engineering Staff has commented on a number of engineering related items that will need to be considered and incorporated into any future development.

The Conservation Authority indicates that the property is under the consideration of the Drinking Water Source Protection Program as it is within the Potential Groundwater Recharge Area and the 25-year capture zone sensitivity area. For this reason, the applicant is urged to ensure that proper safeguards for the storage and handling of any petroleum and chemical products are instituted on site, both during and after construction.

With respect to any future development, the subject properties should be developed in a manner that is consistent with the Development Policies of the Official Plan. Specifically, the Physical Development – Built Environment policies of the Official Plan encourage sites to develop in a manner that is environmentally sustainable, functionally efficient and aesthetically pleasing.

This includes providing appropriate landscaping and buffering, accommodating alternative modes of transportation, such as walking, cycling and transit into the development and encouraging shared driveway and vehicular access into abutting commercial uses.

Also, in addition to aesthetic purposes, landscaping should be provided in a manner that separates and visually screens parking and outdoor storage areas from the street and abutting properties.

To ensure that the development policies of the Official Plan are implemented in the final design, Planning staff recommends that the subject properties be designated as areas of Site Plan Control.

Planning staff did receive a letter (attached) from the property owners at 45 Terrance Avenue indicating that there are drainage problems in the area that has resulted from the recently developed commercial properties and request that drainage from the proposal does not create further problems.

For the site specifically, staff is recommending that the subject properties be designated as areas of Site Plan Control. As part of the Site Plan approval process, the applicant or any future owner would have to provide a drainage plan, prepared by a qualified engineer, to demonstrate that the drainage of the proposed development does not negatively impact surrounding properties. With regards to the area drainage concerns, staff from the City's Engineering Division is reviewing this matter further.

Staff has also received a letter inquiring about the use of Linda Road from the subject properties to Terrance Avenue for pedestrian and cycling usage. This matter will be reviewed further as part of the City's Hub Trail and future "spokes" report, which should be before Council this spring or early summer.

SUMMARY

The applicant is requesting to utilize both Blocks 'A' and 'B' for vehicular and pedestrian access in conjunction with future commercial uses at 616 and 622 Great Northern Road. 616 and 622 Great Northern Road are already zoned for commercial purposes.

In addition to rezoning Blocks 'A' and 'B' to "C4", (General Commercial) zone, an Official Plan amendment is required for Blocks 'A', 'B' and 'C' in order to accommodate future commercial development.

Planning staff are recommending approval of this application, subject to the applicant finalizing an agreement for the use of Block 'A' (Linda Road right of way). If an agreement cannot be worked out regarding Block 'A', then the rezoning will not proceed and a further report will be brought back to Council regarding this.

Planning Director's Recommendation

That City Council approve Official Plan Amendment No. 175, re-designating Blocks 'A', 'B' and 'C' to Commercial on Official Plan Land Use Schedule 'C', and that City Council approve rezoning Blocks 'A' and 'B' from "R2", (Single Detached Residential) zone to "C4", (General Commercial) zone, with the following special exceptions:

1. That the applicant finalizes an agreement for the use of Block 'A',
2. That the uses for Blocks 'A' and 'B' be limited to vehicular and pedestrian access only;
3. That no structures of any kind be built on the road allowance, identified as Block 'A'.
4. That the subject properties be designated as areas of Site Plan Control.

ST/pms

PUBLIC NOTICE – 2011 01 10, Council Chambers, Civic Centre

(6)(a)

Steve Turco

From: ANDRE RIOPEL [ariopel@shaw.ca]
Sent: December 24, 2010 3:37 PM
To: City Clerk
Cc: Steve Turco; Donna Hilsinger; Don McConnell; Brian Watkins; Pat Mick
Subject: APPLICATION NO. - A-15-10-Z.OP

To whom it may concern:

Please accept this comment regarding the above noted application. I was wondering if Linda Road will allow access for pedestrians and cyclists to the commercial zone south of the proposed development (WalMart etc.). Currently, cyclists who wish to access the commercial area from the Terrance neighbourhood are required to utilize Great Northern Road. This is dangerous and difficult as cyclists who are south bound from Terrance must make two left hand turns on a busy 5 lane road to access the area. This access is important for cyclists coming from Old Garden River Road and the HUB trail as well as the Terrance neighbourhood. It would also go a long way to encourage people to use their bicycles to go shopping and reduce traffic in the area.

It was unfortunate that access from Killarney Street was not provided for non-motorized use to the back of Home Depot but hopefully this will be considered here. It would also be beneficial for the Terrance avenue residents, other than delivery vehicles, motorized access not be possible from Linda Road to the commercial zone to mitigate motorized traffic on Terrance Avenue.

I would appreciate being advised of the details of this application with these concerns.

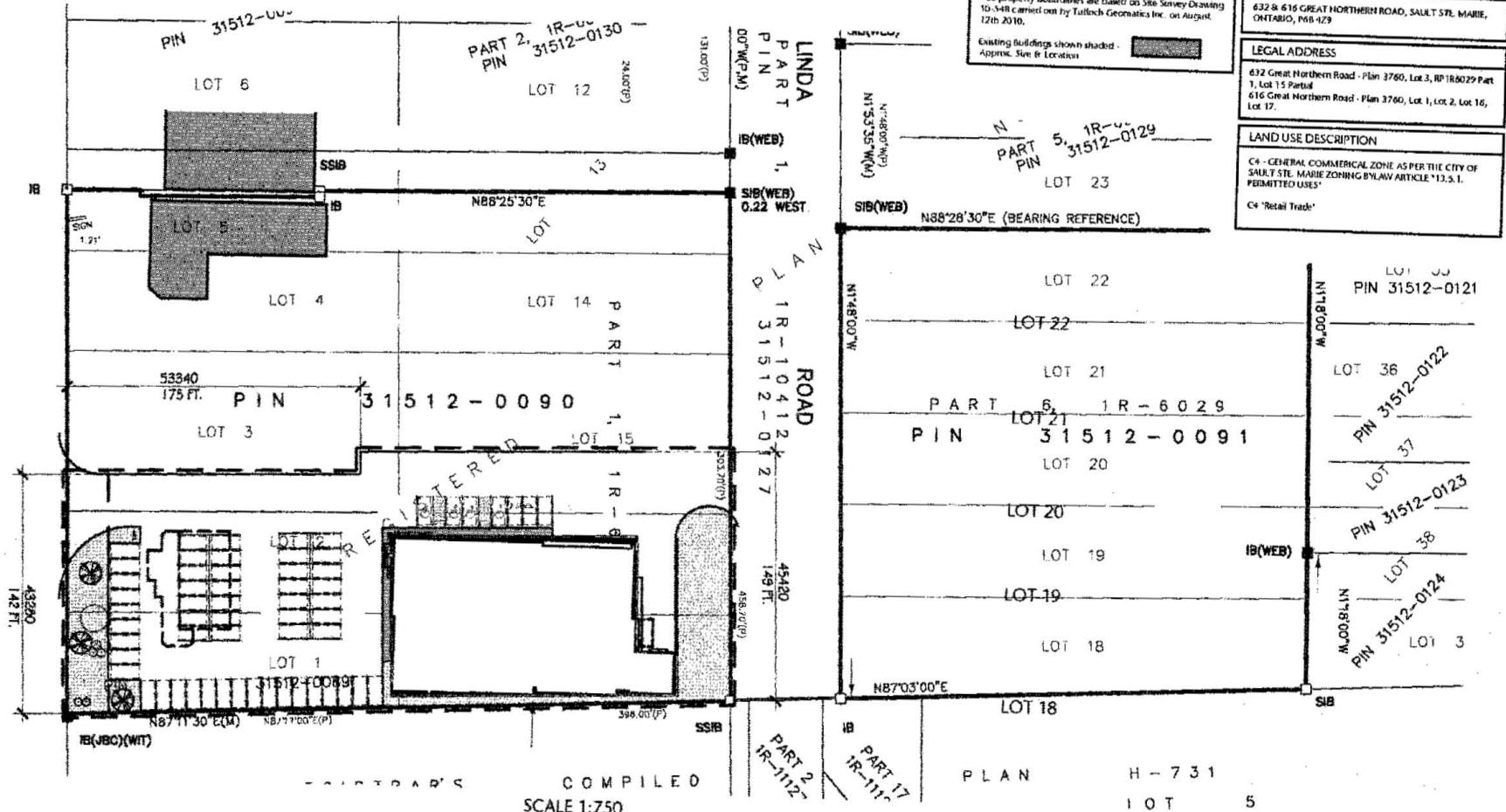
Thank you for your consideration.

Andre Riopel
Velorution
162 Old Garden River Road

(M979)

PAGE 1 OF 2

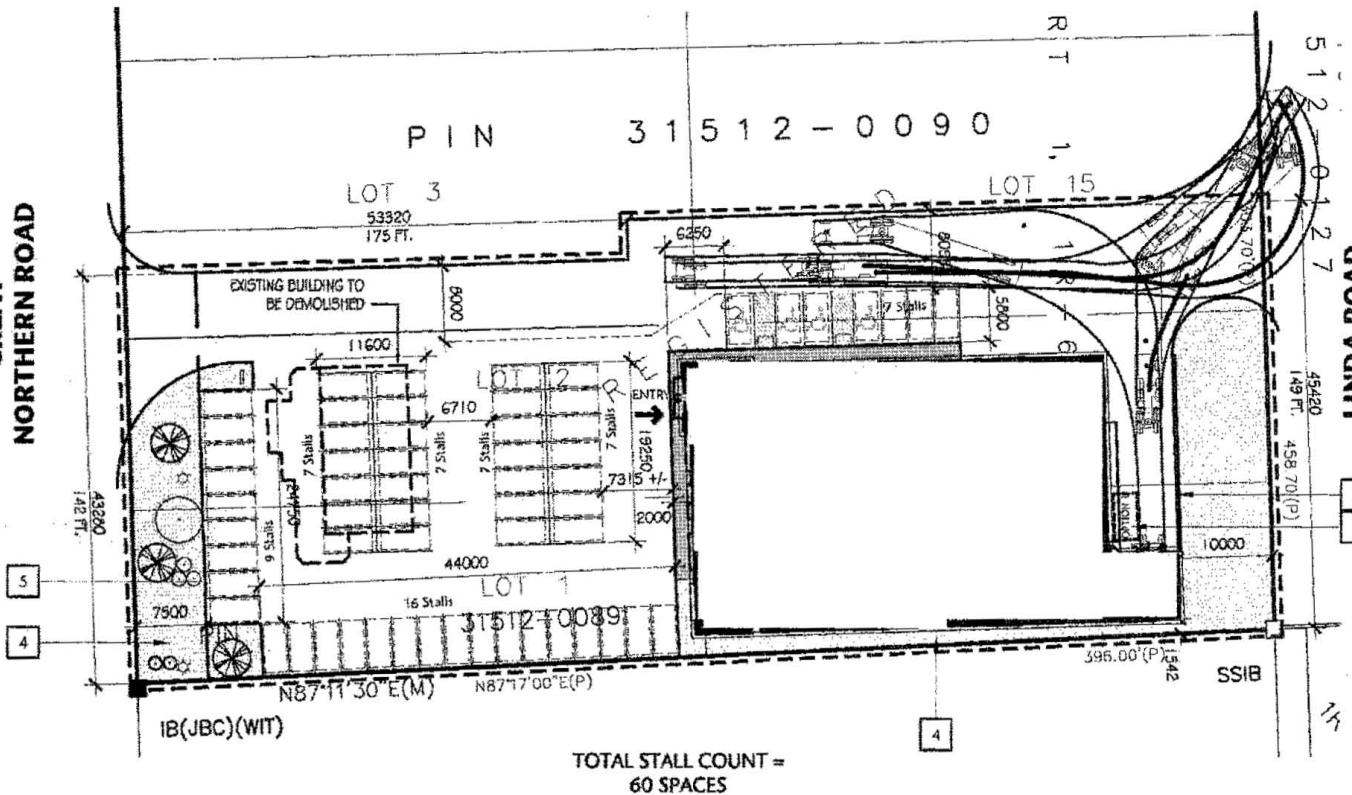
KING'S HIGHWAY NO. 17
 (KNOWN LOCALLY AS GREAT NORTHERN ROAD)
 PIN
 31512 - 0162



6(6)(a)

PAGE 2 OF 2

**GREAT
NORTHERN ROAD**



MUNICIPAL ADDRESS
632 & 616 GREAT NORTHERN ROAD, SAULT STE. MARIE, ONTARIO, P6B 4Z9
LEGAL ADDRESS
632 Great Northern Road - Plan 3760, Lot 3, RR 1R6029 Part 1, 1 of 15 Partial 616 Great Northern Road - Plan 3760, Lot 1, Lot 2, Lot 16, Lot 17,
LAND USE DESCRIPTION
C4 - GENERAL COMMERCIAL ZONE AS PER THE CITY OF SAULT STE. MARIE ZONING BYLAW ARTICLE "13.5.1. PERMITTED USES"
C4 'Retail Trade'
PARKING
REQUIRED AS PER THE CITY OF SAULT STE. MARIE ZONING BYLAW ARTICLE "13.7 MINIMUM PARKING REQUIREMENTS" & "13.5.2 REQUIRED BARRIER FREE PARKING SPACES".
REQUIREMENT - 4.5 SPACES per 100m²
13.25 (1125 sq. mft/100) x 4.5 = 58.125
BARRIER FREE REQUIREMENT = Greater than 50 stalls : 3 + 1 additional barrier free space shall be provided for every additional 50 required parking spaces or part thereof
3 + 1 = 4 stalls
TOTAL
60 stalls
NOTES
<input type="checkbox"/> Garbage Enclosure & Bins as per Private Collection Service Pickup Requirements
<input checked="" type="checkbox"/> 1.5m High Screen/Fence Required to Loading Space as per City of Sault Ste. Marie Zoning Bylaw Article 16.2.3 VISUAL SCREENING OF LOADING SPACES ADJACENT TO STREETS AND RESIDENTIALLY ZONED LANDS
<input type="checkbox"/> Traffic Control Signage - Stop/Yield Sign
<input type="checkbox"/> Minimum Landscaped Open Space - 50% of Required Front and Exterior Side Yards as per City of Sault Ste. Marie Zoning Bylaw Article 13.5.2 GENERAL COMMERCIAL ZONE (C4) BUILDING REGULATIONS
<input type="checkbox"/> Setbacks as per City of Sault Ste. Marie Zoning Bylaw Article 13.5.2 GENERAL COMMERCIAL ZONE (C4) BUILDING REGULATIONS
Front Yard 7.5m min.
Interior Side Yard 0m
Rear Yard 3m or 30% Building Height, whichever is greater.
Maximum Building Height 12m
<input type="checkbox"/> Exterior Parking Lighting
EXISTING SITE DIMENSIONS BASED ON SITE SURVEY DRAWING 10-348 CARRIED OUT BY TULLOCH GEOMATICS INC. ON AUGUST 12TH 2010.

6(6)(a)

**AMENDMENT NO. 175
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

The southerly (approximate) 94 m (308') by 21 m (69') portion of the un-opened Linda Road allowance (Block 'A'); the south-westerly (approximate) 51.82 m (170') by 12.19 m (40') portion of All of Plan 3760 Lot 18 to 22, Tarentorus Pt. 6, 1R6029, Civic No. 50 Linda Road (Block 'B'); and the rear (approximate) 94 m (308') by 61 m (200') portion of Plan 3760 Lot 3 RP 1R 6029, Part 1 Lot 13Pt Lot 14 to 17, Civic No. 622 Great Northern Road (Block 'C').

BASIS

This Amendment is necessary in view of the request to rezone the subject properties to permit the lands to be utilized for commercial purposes.

The proposal does not conform to the existing Residential policies as they relate to the subject properties.

Council now considers it desirable to amend the Official Plan redesignating the subject properties from "Residential" to "Commercial".

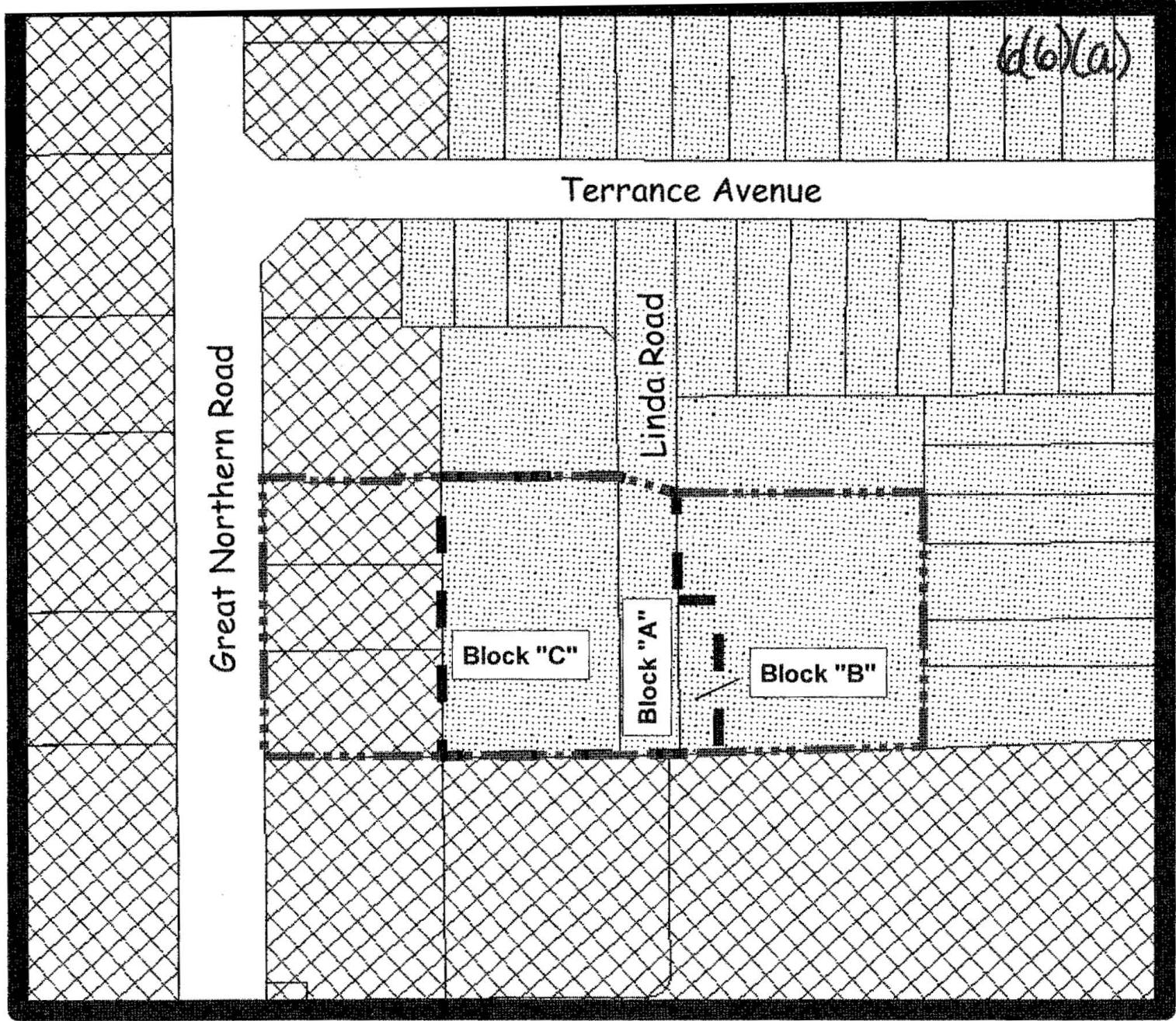
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Schedule "C" to the Sault Ste. Marie Official Plan is hereby amended redesignating those lands identified as Blocks 'A', 'B' and 'C' on the attached schedule from "Residential" to "Commercial".

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.

(b)(a)



Official Plan Schedule "C" Land Use Map

SCHEDULE "A" TO AMENDMENT No. 175

- 50 Linda Road
- Linda Road Allowance
- 622 Great Northern Road (Rear)



Lands to be Consolidated by the Applicant



Subject Property Area

Land Use Designation



Residential



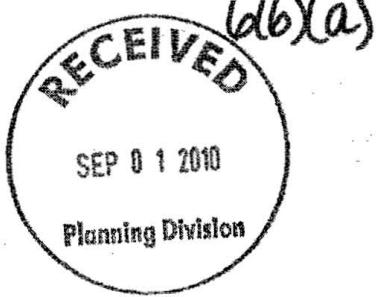
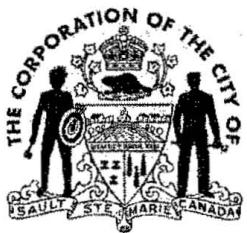
Commercial



Metric Scale
1 : 2000

August, 2010
Revised December 20, 2010

Planning Application
A-15-10-Z-OP



2010 09 01
Our File: A-15-10-Z.OP

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: **APPLICATION No. A-15-10-Z.OP - 2252927 ONTARIO INC.
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN
& ZONING BY-LAW - 50 LINDA ROAD**

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

- The Developer of the Future Shop brought in fill and constructed a turnaround over the Linda road right-of-way without prior approval or review from the Engineering & Construction Division. The result was that the turnaround is significantly higher than the adjacent property. Fill would be required at 50 Linda Road in order to raise the property to grade adjacent to this location;
- There are sanitary and storm services that run through the right-of-way on the portion under consideration, that require City access;
- If service connections are proposed to the services within the unopened right-of-way the applicant would be responsible for maintenance of their own lateral;
- The applicant would be responsible for their own snow removal on the unopened right-of-way;
- Detailed drawings would be required to be submitted to the Engineering & Construction Division for review and approval, for any proposal within the right-of-way;
- Drainage must be taken into consideration in any proposed construction. The storm sewer at this location is at capacity, and therefore, post-development flows cannot exceed predevelopment flows up to and including a 1 in 100 year storm.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

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

(b)(6)(a)

Pat Schinners

From: Don Maki
Sent: August 17, 2010 2:25 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-15-10-Z.-OP 50 Linda Road

Hi Don

The property is currently vacant landlocked . There is no access to it and it contains no frontage. Permits could not be issued unless and the land fronts on a maintained street and fire department access is provided or appropriate amendments are obtained and agreements in place for access.

Don

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



6(b)(a)

**PUC SERVICES INC.
ENGINEERING DEPARTMENT
765 QUEEN STREET EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2**

August 20, 2010

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

FAXED: (705) 541-7165

Dear Sir:

**Re: Application A-15-10-Z.OP
50 Linda Road**

PUC wishes to advise given location of property, that costs for electrical and water supply and service, including applicable frontage charges, will be required from developer. PUC encourages developer to initiate early consultation with our Engineering Department.

Yours truly,

PUC SERVICES INC.

H. Bell

Kevin Bell, P. Eng.
Manager of Engineering

KB*ds

Cc Water Distribution Engineer
Distribution Engineer



6(6)(a)

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

August 19, 2010

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

VIA FAX 541-7165

Conservation Authority Comments:

Application # A-15-10-Z.OP
2252927 Ontario Inc.
50 Linda Road
Sault Ste. Marie

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

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

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

Sincerely,

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

Christine Ropeter for
Marlene McKinnon
GIS Specialist

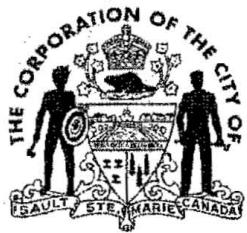
File: A-15-10-Z_OP_19Aug10.doc

6(6)(a)

LORIE BOTTO
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
SOLICITOR / PROSECUTOR



LEGAL
DEPARTMENT



2010 08 23

Don McConnell
Planning Director

Dear Don:

**RE: ZONING APPLICATION A-15-10-Z.OP – 2252927 ONTARIO INC. AT
50 LINDA ROAD**

On this application the applicant has made inquiries about acquiring from the City all of or a portion of the Linda Road road allowance that is identified as Block A in the rezoning application. The comments received back from the Department of Public Works and Transportation as well as the Engineering Department are to the effect that the City has a sanitary sewer running down Block A. Those departments would prefer that the City retain ownership of the Linda Road road allowance because of the existence of that sewer.

If it is decided to convey the Linda Road road allowance certainly no structures of any kind could be built on the Linda Road road allowance. Development of any kind, even a parking lot, could increase the cost incurred by the City if access is required to that sewer. The responsibility for those increased costs could be covered off in an agreement i.e. to the effect that the owner of the property would be responsible for those increased costs however it would have to be made clear exactly how those increased costs would be ascertained.

Yours truly,

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

Lorie A. Bottos
City Solicitor
LAB/cf

6(6)(a)

Pat Schinners

From: Don McConnell
Sent: August 24, 2010 3:46 PM
To: Pat Schinners
Subject: FW: 50 Linda Rd..doc

From: Larry Girardi
Sent: August 24, 2010 12:50 PM
To: Don McConnell
Subject: 50 Linda Rd..doc

Application Number A-15-10-Z.OP
Request for an amendment to the Official Plan and zoning By-law

Donald McConnell
Planning Director

Subject: Application Number A-15-10-Z.OP
Request for an amendment to the Official Plan and zoning By-law

Applicant: 2252927 Ontario Inc.

Subject Property: 50 Linda Rd.

Staff from Public Works and Transportation have reviewed this application and have the following comments:

Linda Road has major City services such as storm and sanitary sewers running down the middle of the property. PWT must have access to do maintenance of these services without restrictions therefore we prefer to not see any development on this property.

If you have any further questions please contact me at 759-5206.

Larry Girardi
Deputy Commissioner
Public Works and Transportation

6(6)(a)

RECEIVED	CITY CLERK
DEC 23 2010	
NO.: 51625	
DIST: Planning, Agenda	

December 20/10

Re: Application No. A-15-10-2-0



This letter is not to oppose this application but rather one of concern re drainage problems with elevations of developing commercial properties.

When the Home Depot/Walmart site was developed, the city installing pipes for development down Linda Rd, the properties to the West were left with a basin behind the rear of their property.

The drainage system is not sufficient for any multiple days of rain, not to mention the spray runoff. The rear yards are unusable & sump pumps are running continuously.

It is our hope that city engineering, not only will see that further problems will not exist but will look at the current drainage inadequacy.

Thank you for your consideration.

Pat & John Lewis
Owners 45 Terrance Ave

Person Submitted in opposition
to original request. **6(6)(f)**

Rezoning Application #A-15-10-Z.OP

We, the undersigned, residents of Killarney Road and Terrance Avenue, hereby petition city council and the Planning Department that we strongly oppose to a commercial establishment on a residential zone. We want it to remain residential and we definitely don't want any commercial zoning. When we purchased our homes, we were told that the said property would remain residential. If we were told different, we would have not purchased our homes here. This is an encroachment to all the residents affected.

Name(print)	Address	Phone#	Signature
Alex Ruschpler	163 Killarney Rd	253-5110	
Elizabeth Robins	157 Killarney Rd	942-9284	E. Robins
Suzzi Ruschpler	163 Killarney Rd	253-5110	Suzzi Ruschpler
Kevin Robins	157 Killarney Rd	942-9284	K. Robins
T. LALIBERTE	45 TERRANCE	949-1283	T. Laliberte
S BARILL	51 TERRANCE	949-9102	S. Barill
Samantha Nolan	65 Terrance Ave	759-1895	S. Nolan
Jessica Nolan	65 Terrance Ave	759-1895	J. Nolan
Laura Scarbrook	65 TERRANCE AV	759-1895	Laura Scarbrook
Cathy Ryan	153 Killarney Rd	945-7927	C. Ryan
MARLENE PORTER	173 KILLARNEY RD	256-2691	Martine Porter
Sara Ryan	153 Killarney Rd	945-7927	Sara Ryan
Marlene Arnold	160 Killarney Rd	254-7742	Marlene Arnold
Clinton Keith	164 Killarney	253-7395	C. Keith
Patricia Hammond	154 Killarney	853-0332	P. Hammond
Jim Snell	225 Terrance	575-8857	J. Snell
Rebekkah Zappalita	144 Killarney	945-9390	R. Zappalita
Aldo Zappalita	144 Killarney Rd	945-9390	A. Zappalita
Debbie Rath	118 Killarney Rd	942-5818	D. Rath
M. Gutschman	80 TERRANCE	253-2727	M. Gutschman
M. Gutschman	80 Terrance	" "	M. Gutschman
Lisa Hickey	35 Killarney	956-21688	L. Hickey
Carrie Laliberte	69 Terrance	756-7676	C. Laliberte
Desiree Beck	138 Killarney Rd.	987-4468	D. Beck
Nick Rhodes	138 Killarney Rd.	971-0259	N. Rhodes
Kim Gallant	25 Terrance Ave	945-9381	K. Gallant
Los Macmillan	149 Killarney	949-2307	L. Macmillan
Ila S. PORTER	173 KILLARNEY	256-2691	Ila S. Port.



Subject Property Map

**Linda Road Allowance
50 Linda Road
622 Great Northern Road (Rear)**



Lands to be Consolidated by the Applicant



Subject Property Area



Subject Property - Block "A" [Rezoning & OP Change]



Subject Property - Block "B" [Rezoning & OP Change]



Subject Property - Block "C" [OP Change]

**APPLICATION
A-15-10-Z-OP**



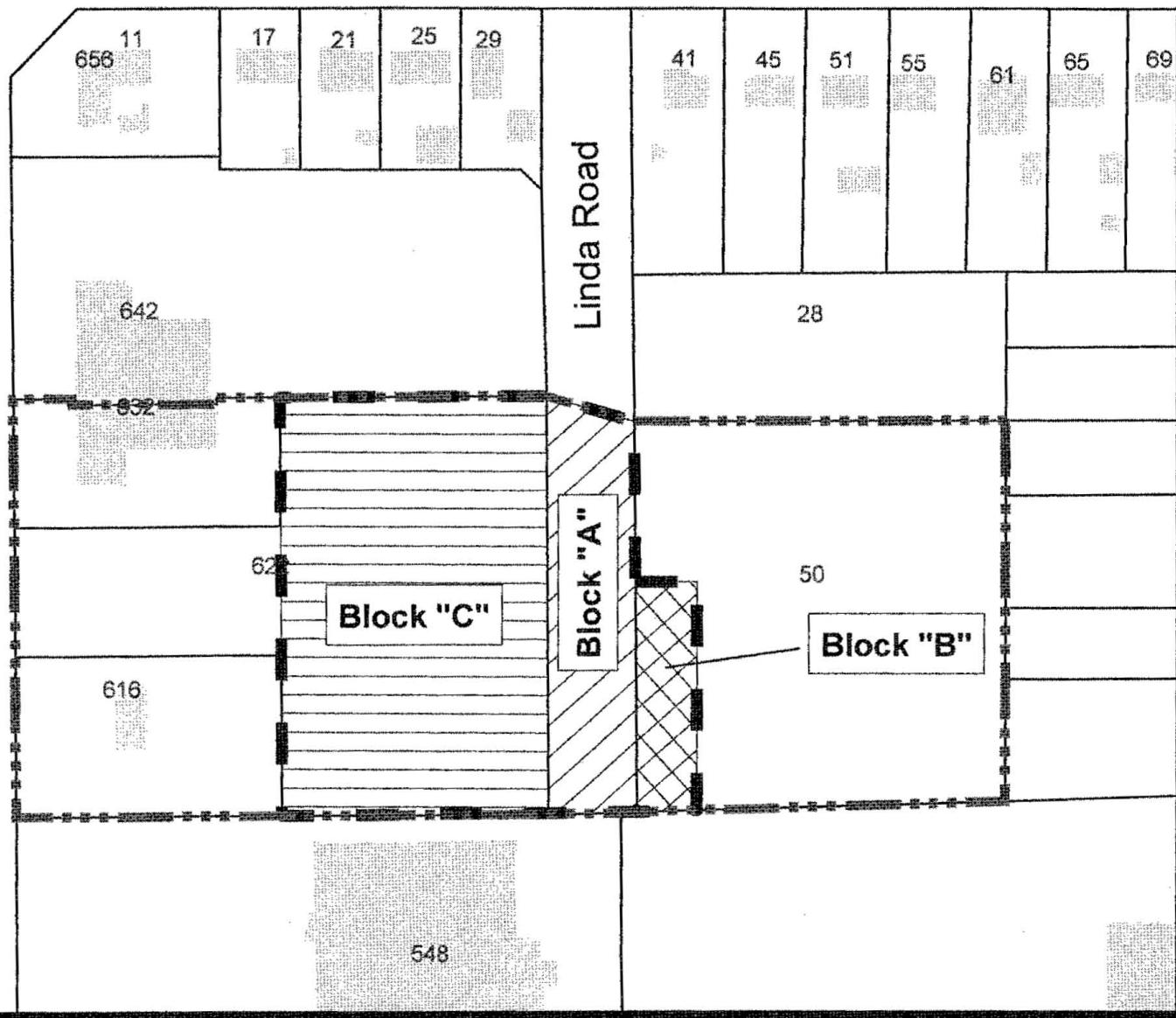
**Metric Scale
1:1,500**

**MAPS
85 & 1-95**

**August 16, 2010
Revised December 20, 2010**

(6)(a)

Terrance Avenue



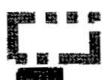
Subject Property Map

Linda Road Allowance

50 Linda Road

622 Great Northern Road (Rear)

APPLICATION
A-15-10-Z-OP



Lands to be Consolidated by the Applicant



Subject Property Area



Subject Property - Block "A" [Rezoning & OP Change]



Subject Property - Block "B" [Rezoning & OP Change]



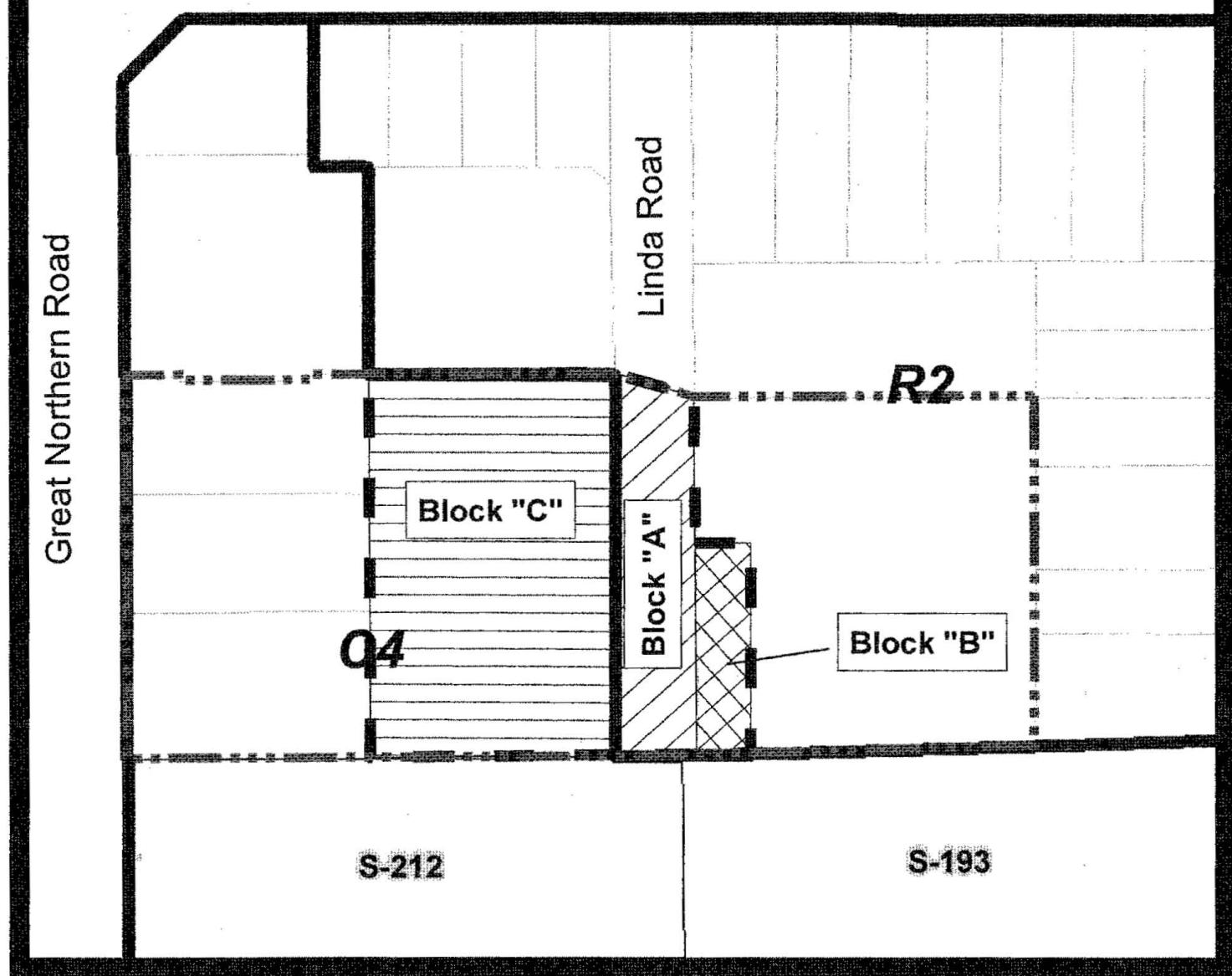
Subject Property - Block "C" [OP Change]

Metric Scale
1:1,500

MAPS
85 & 1-95

August 16, 2010
Revised December 20, 2010

Terrance Avenue



Zoning Map

Linda Road Allowance

50 Linda Road / 622 Great Northern Road (Rear)

APPLICATION
A-15-10-Z-OP

Lands to be Consolidated by the Applicant

Subject Property Area

Subject Property - Block "A" [Rezoning from R2 to C4]

Subject Property - Block "B" [Rezoning from R2 to C4]

Subject Property - Block "C" [OP Change Only]

C4 - General Commercial Zone

R2 - Single Detached Residential Zone

Special Exception BYLAW 2005-151

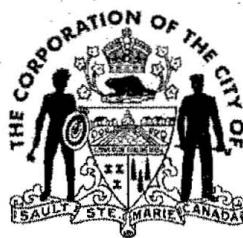


Metric Scale
1:1,561

MAPS
85 & 1-95

August 16, 2010
Revised December 20, 2010

(b)(6)(b)



2011 01 10

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor Debbie Amaroso
and Members of City Council

SUBJECT: Application No. – A-17-10-Z – filed by the City of Sault Ste. Marie

SUBJECT PROPERTY: Location – Located on the south side of Fourth Line East, approximately 385m (1,263') east of its intersection with Peoples Road, civic no. 115 Fourth Line East (rear)
Size – Approximately 26m (85') frontage x 300m (984') depth; 0.78 ha (1.9 acres)
Present Use – Monument Sales & Service
Owner – City of Sault Ste. Marie

REQUEST: The applicant, the City of Sault Ste. Marie, is requesting a rezoning from Rural Area with a Special Exception to Institutional zone to accommodate the future expansion of the cemetery.

CONSULTATION: Engineering – See attached memo
Building Division – No comments
Legal Department – No comments
CSD – No concerns
Municipal Heritage Committee – No concerns
EDC – No objections
Fire Services – No objection
PUC Services – No objection
PW&T – No objections
Conservation Authority – See attached letter

PREVIOUS APPLICATIONS

In 1999 the subject property was rezoned by way of a Special Exception (170) to permit the sale and servicing of monuments, in addition to a single detached residence.

Conformity with the Official Plan

Not unlike the main cemetery properties, the subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan. The Rural Area Policies contained in Section 2.3.6 of the Official Plan note that among other things, cemeteries are permitted in the Rural Area. Therefore, the proposed use conforms to the policies of the Official Plan.

Comments

The applicant, the City of Sault Ste. Marie, is requesting a rezoning from Rural Area (RA.S) with a Special Exception to Institutional zone (I) to accommodate the future expansion of the cemetery. This is a strategic land acquisition. Expansion onto the subject property will not occur for at least 20 to 30 years. It is intended that the subject property would be used for future burial plots.

Referring to the maps attached, the subject property is located behind 115 Fourth Line East, measuring 26.5m by 300m and totalling approximately 0.8 ha (1.96 acres). The property does not have frontage on Fourth Line.

The proposed cemetery expansion fits into the general character of the area and will not negatively impact the abutting rural residential properties. The buffering provisions outlined in Section 4.9 of Zoning By-law 2005-150 will require either a vegetative buffer or fence along the north and east lot lines of the subject property, which abut existing rural residences at the time of development. Referring to the air photo attached, the existing vegetation along the east lot line will provide some buffering, however, additional plantings may be required in certain areas. Plantings will also be required along the north lot line of the subject property. The Cemetery Manager said that staff will begin planting trees as they become available. Although buffering could also be provided in the form of a 1.8m visually solid fence, given the character of the area and the availability of trees, a planted hedgerow is a much more appropriate in this instance.

The subject property is currently zoned Rural Area (RA) with a Special Exception (170) that permits the sale and servicing of monuments, which will become unnecessary if City Council approves this application. Therefore, it is recommended that Special Exception 170 be removed from the subject property as part of the approval of this application. The Special Exception zoning would remain on the front portion of 115 Fourth Line East.

(b)(6)

The attached correspondence from the Municipal Services Engineer notes that the drainage course traversing the subject property should remain open. The applicant is aware of this requirement. Future plans include enhancing the watercourse and adding benches to create a pleasant parkland feature.

The attached correspondence from the Sault Ste. Marie Region Conservation Authority notes that the subject property is located within the Significant Groundwater Recharge Area. Consequently safeguards should be in place to ensure the proper storage and handling of chemicals and petroleum products. Given the proposed use, the risk to the City's groundwater aquifer is low.

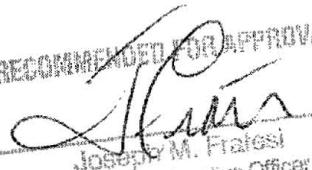
As required by the Cemeteries Act, public notice was given when the subject property was purchased by the City. As part of the processing of this application, public notice was sent to all landowners within 120m of the subject property. As of the drafting of this report there have not been any concerns raised by any neighbours.

SUMMARY

The applicant, the City of Sault Ste. Marie, is requesting a rezoning to facilitate the expansion of the Greenwood Cemetery. The proposed expansion is within the character of the area and will not negatively impact the abutting rural residential uses to the north and east. Buffering will be required along the north and east lot lines of the subject property. Given the character of the area, and the availability of trees, it is intended to gradually plant a hedgerow as trees become available to the cemetery. Given the long-range timeframe, a suitable buffer will be in place long before the property is utilized for burial plots.

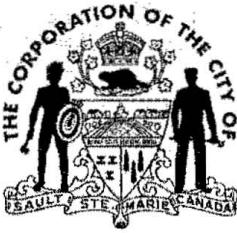
Planning Director's Recommendation

That City Council approve the application and rezone the subject property from Rural Area with a Special Exception to Institutional zone, and that City Council repeal Special Exception 170 from the subject property only. Special Exception 170 will remain on the front portion of 115 Fourth Line East.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

PT/pms

PUBLIC NOTICE – 2011 01 10, Council Chambers, Civic Centre



2010 11 12

Our File: A-17-10-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION No. A-17-10-Z
CITY OF SAULT STE. MARIE
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN

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

- It appears that there is a drainage course that traverses the subject property, which should remain open.

If you require anything further please, contact me.

Sincerely,

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

Catherine Taddo, P. Eng.
Municipal Services Engineer

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

Pat Schinners

From: Marlene McKinnon [mmckinnon@ssmrca.ca]
Sent: November 10, 2010 4:17 PM
To: Pat Schinners
Cc: Peter Tonazzo; Frank Tesolin (Home); Linda Whalen
Subject: SSMRCA Response - A-17-10-Z

November 10, 2010

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

Conservation Authority Comments:

Application # **A-17-10-Z**
 City of Sault Ste. Marie
 115 Fourth Line East (rear)
 Sault Ste. Marie

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

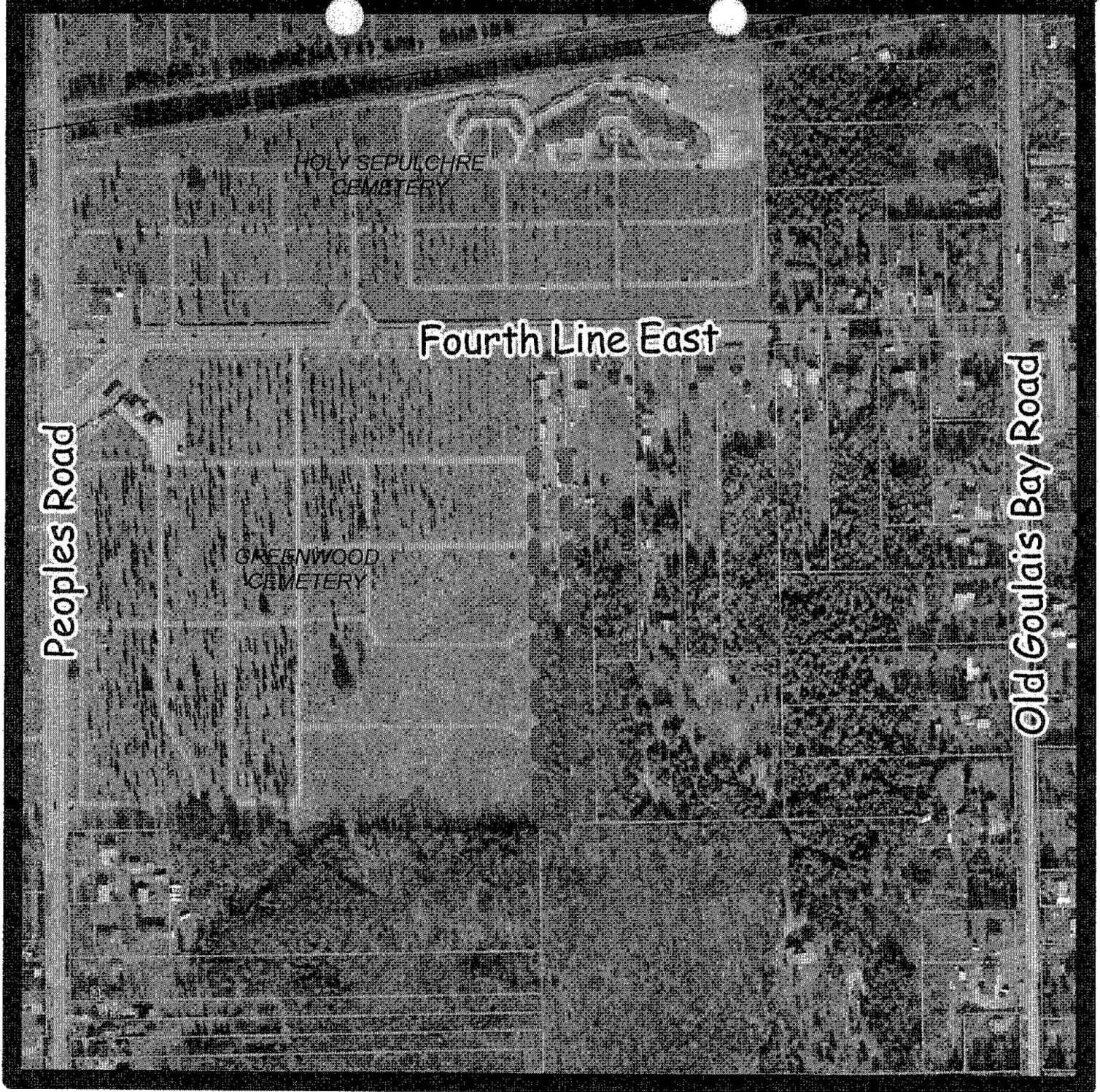
The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within the Significant Groundwater Recharge Area.

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

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

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

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



2008 ORTHO PHOTO

Greenwood Cemetery - 27 Fourth Line East

Zoning Application A-17-10-Z

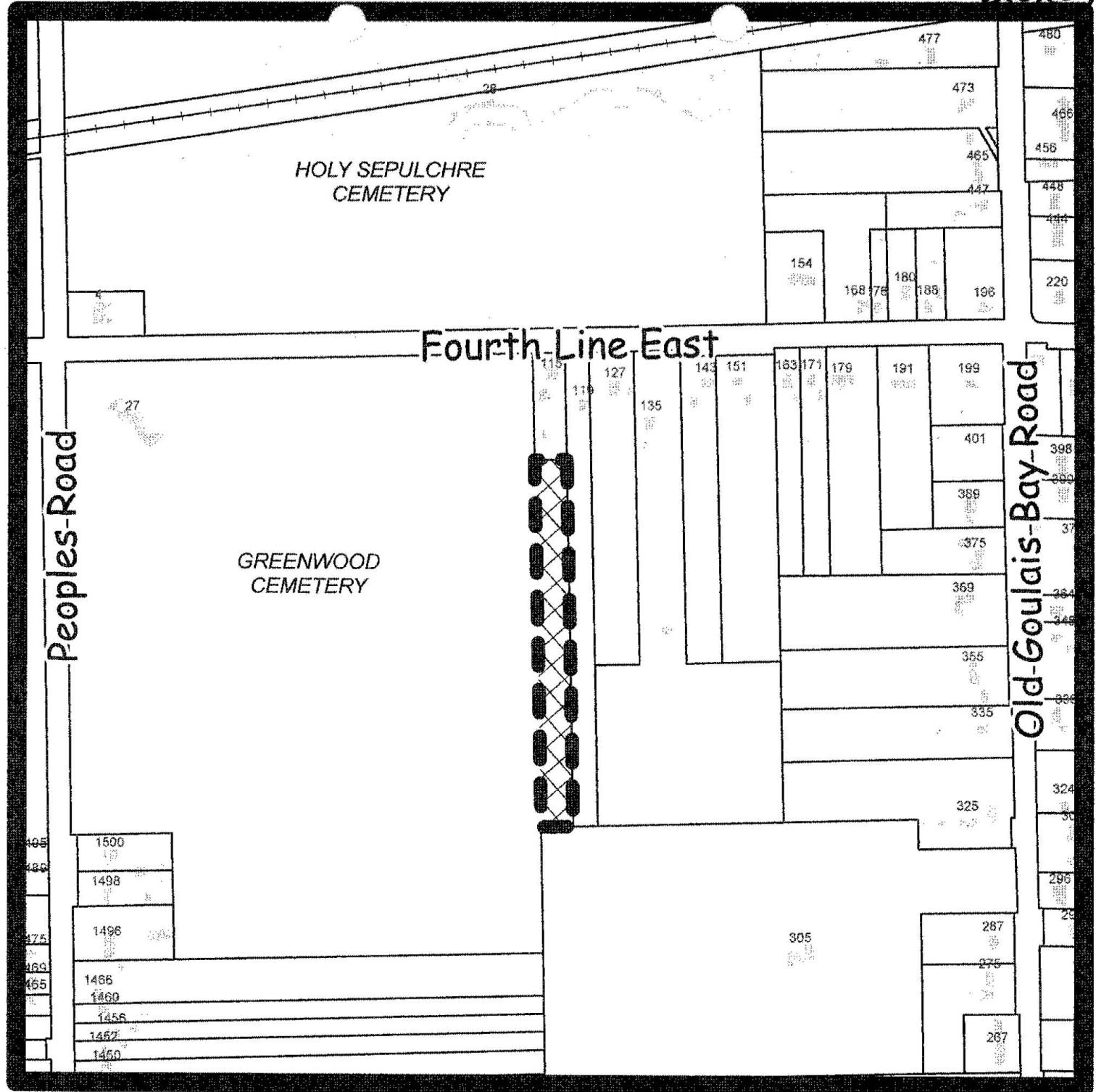


Metric Scale
1 : 4500



Subject Property - 27 Fourth Line E

Maps
124 & 1-139



SUBJECT PROPERTY MAP

Greenwood Cemetery - 27 Fourth Line East

Zoning Application A-17-10-Z



Subject Property



Subject Property

Metric Scale

1 : 4500

Maps

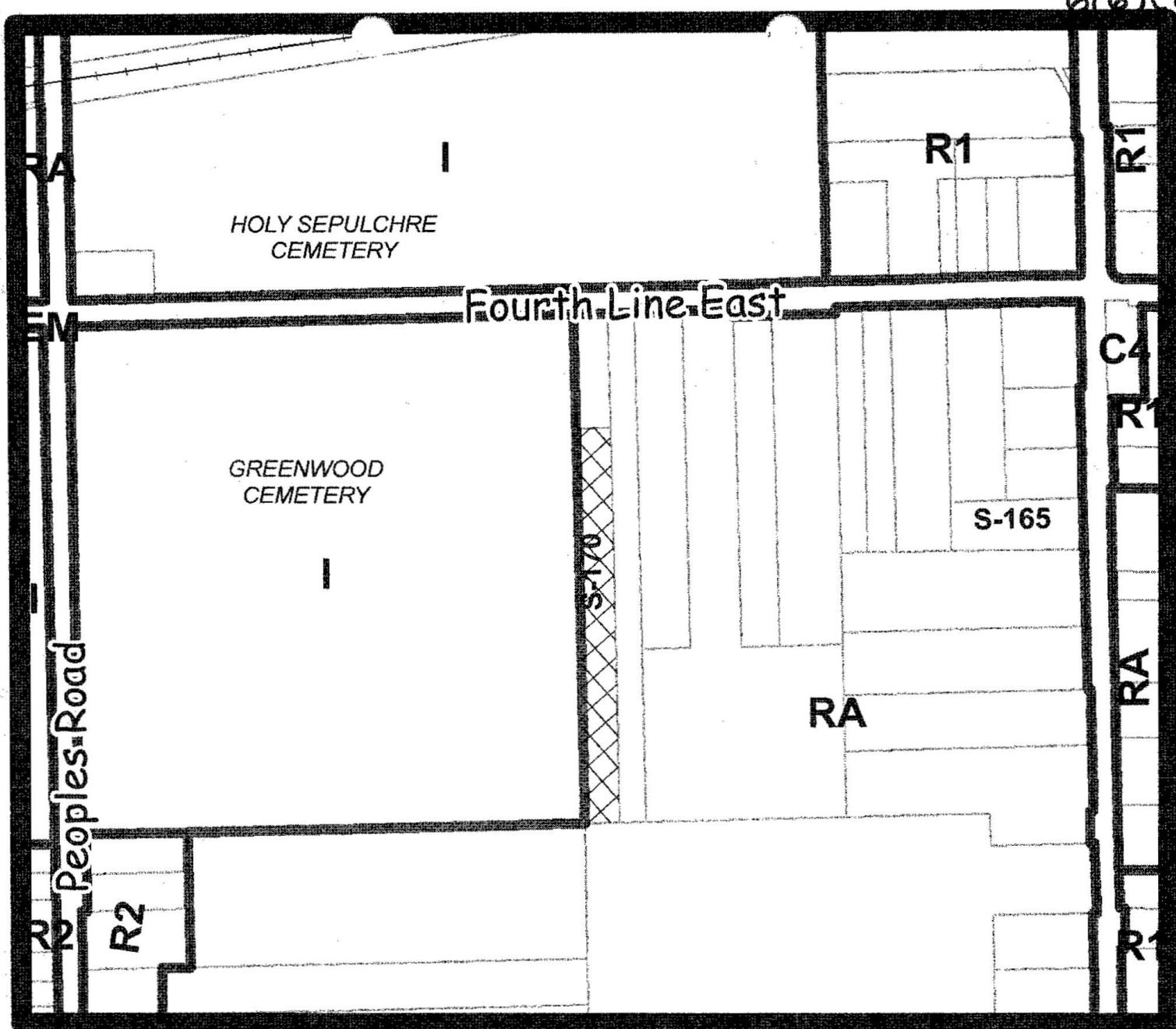
124 & 1-139



Mail Label
A17-10

Date

Nov 3, 2010



EXISTING ZONING MAP

Greenwood Cemetery - 27 Fourth Line East

Zoning (Planning) Application A-17-10-Z

Subject Property - 27 Fourth Line E

R1 - Estate Residential Zone

R2 - Single Detached Residential Zone

I - Institutional Zone

RA - Rural Area Zone; RAhp

(S-No.) - Special Exception Zoning Bylaw 2005-151

Metric Scale
1 : 4500



Maps
124 & 1-139

Mail Label	Date
A17-10	Nov 3, 2010

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-5

AGREEMENT: (L.5.2.) A by-law to authorize an agreement between the City and Soo Greyhounds Inc. for seasons 2006-2007 through to the 2025-2026 hockey seasons.

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 May, 2006 and made between the City and Soo Greyhounds Inc. for seasons 2006-2007 through to the 2025-2026 hockey seasons.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf \staff\by-laws\2011\2011-5 Agreement Soo Greyhounds

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

1D (a)

SCHEDULE A

THIS AGREEMENT made in duplicate the first day of May, 2006

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "City"

- and -

SOO GREYHOUNDS INC.

an Ontario corporation having its head office at
the City of Sault Ste. Marie, carrying on business
as SOO GREYHOUNDS HOCKEY CLUB

hereinafter called the "Soo Greyhounds"

WHEREAS the Corporation of the City of Sault Ste. Marie is the owner and operator of the Sault Ste. Marie Sports and Entertainment Centre (hereinafter called the "Centre");

AND WHEREAS the Soo Greyhounds has been sponsored as a Junior "A" hockey team in the Ontario Hockey League;

AND WHEREAS the City and the Soo Greyhounds have come to an agreement with respect to the use by the Soo Greyhounds of the Centre;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. **Term of Agreement**

This Agreement shall be in force for twenty (20) hockey seasons covering the 2006-2007 through to the 2025-2026 hockey seasons and shall terminate ninety (90) days after the Soo Greyhounds play their last home game, including play-off games, of the 2025-2026 hockey season.

2. **Premises**

- (a) The City agrees to provide for the use of the Soo Greyhounds exclusive use of the ice surface in the Centre for all games and practices as agreed to by the parties hereto. Ice will be scheduled by the Manager of Community Centres to meet the reasonable requirements of the Soo Greyhounds.
- (b) The City shall provide to the Soo Greyhounds use of dressing rooms as set out in the diagram attached hereto as Schedule "A".
- (c) The City shall provide to the Soo Greyhounds exclusive use of office space as set out in the diagram attached hereto as Schedule "A".
- (d) The City shall provide to the Soo Greyhounds use of retail space for Greyhounds merchandise, such space as set out in the diagram attached hereto as Schedule "A". The said retail space provided to the Soo Greyhounds shall be made available for use by the Soo Greyhounds unless specifically provided otherwise in writing by organizers of Special Events.
- (e) The City shall provide to the Soo Greyhounds twelve (12) parking spaces for the use of the Soo Greyhounds.

- (f) It is understood and agreed that any and all equipment, which the Soo Greyhounds may store in the Centre, shall be so stored at the risk of the Soo Greyhounds.
- (g) It is further agreed that the Soo Greyhounds shall maintain their said dressing rooms, office space, retail space, and private suite in good order and will be responsible for any maintenance or renovations not ordinarily provided by the Centre for other rooms in the Centre.
- (h) The City shall provide to the Soo Greyhounds use of storage areas in the Centre that are agreeable to both parties and adequate for the storage of equipment and other items as set out in Schedule "A" hereto.
- (i) The City shall provide to the Soo Greyhounds use of a multi-purpose room or area during Soo Greyhounds games for the purpose of hosting the Greyhounds Birthday Bash and other similar functions.
- (j) The City agrees to work with the Soo Greyhound's for the use of the open viewing area on the northwest corner of the suite level during Soo Greyhounds games.

3. **Ice Condition**

The City agrees at its expense to keep the ice surface in the Centre in a reasonable playing condition and to provide attendants to resurface the ice surface at normal times for games.

4. **Practice Times**

The Soo Greyhounds shall have the exclusive use of the ice surface in the Centre for practice times and training camps as follows:

- (a) A minimum of six (6) hours per week prime time for practice. Additional practice time shall be provided during non-prime time periods as ice time allows and as may be mutually agreed upon between the Manager of the Community Centres and a representative of the Soo Greyhounds.
- (b) Training camp will be held in the Centre at times mutually agreed upon by the Manager of Community Centres and a representative of the Soo Greyhounds.

5. **Staffing**

- (a) The parties agree that for all home scheduled League games and League play-off games played by the Soo Greyhounds the City through its Manager of Community Centres shall be responsible for staffing the building with ticket sellers, ticket takers, security, all at the expense of the City and that the Soo Greyhounds shall be responsible for obtaining the services of game officials, an organist, the public address announcer, and appropriate security as reasonably required all at the expense of the Soo Greyhounds. The Soo Greyhounds shall appoint one staff person to function as a customer service representative and marketing manager. This staff person shall be paid by the Soo Greyhounds and shall function as a liaison between the Soo Greyhounds and the City.

6. **Goods and Services Tax**

- (a) The City shall collect any money required under the Goods and Services Tax associated with the sale of tickets from the revenue arising from the sale of Greyhound game tickets whether such sale of tickets is generated by the City or the Greyhounds and it shall be the responsibility of the City to remit that money to the Federal Government. The City hereby

covenants to indemnify and save harmless, the Soo Greyhounds from all actions, claims, demands & liabilities occasioned by the failure of the City to remit such money.

- (b) The Greyhounds are responsible for all current and future taxes or tariffs that pertain to them including but not limited to S.O.C.A.N., Commercial Property Tax.

7. **Special Games**

Special games (such as the Memorial Cup, the Prospects game and the All Star game) will not be covered under this Agreement and will require a separate agreement between the parties hereto and/or The Canadian Hockey League and/or The Ontario Hockey League.

8. **Ticket Sales**

- (a) Ticket prices for home scheduled games, exhibition games and play-off games shall be as determined by the Soo Greyhounds.
- (b) Sponsored games which shall not include regular season and play off games will not be included in Revenues except for actual net revenue received by the Soo Greyhounds from the Sponsor. Special Event games such as the Memorial Cup, All Star games and Prospect games are also not included in the Revenues.
- (c) Tickets for all Soo Greyhounds League games shall be available at the Centre box office and such other venues as agreed by the parties hereto from time to time.
- (d) The City shall pay to the Soo Greyhounds their share of the season ticket sales over 3 payments seasonally scheduled September 1, December 15 and Final Tally to be completed not later than thirty (30) days after the conclusion of the season ticket campaign and paid on or before December 31st in each year and in any event not later than February 28th in each year.
- (e) The Soo Greyhounds and the City will mutually agree on any season ticket plan.
- (f) The City shall expeditiously complete the final season ticket tally and make payment to the Soo Greyhounds within seven (7) days of such tally being completed.

9. **Complimentary Tickets**

- (a) The Soo Greyhounds shall receive 250 complimentary tickets per game. This figure includes tickets for the visiting team and land parents, Soo Greyhounds and for any other use which the Soo Greyhounds may wish to put these tickets. The 250 ticket figure can be increased for special promotions and special nights provided such increase is mutually agreed to between the City and the Soo Greyhounds. The said complimentary tickets shall not be considered "paid tickets".
- (b) The City shall receive 25 complimentary tickets per game.

10. **Broadcast Rights**

All media including radio, television and internet broadcasting rights are the property of the Soo Greyhounds.

11. Advertising

- (a) The Soo Greyhounds are entitled to market and sell advertising in all interior areas of the Community Centre including but not limited to those areas, equipment or articles listed below with the prior written consent of the City, which consent will not be arbitrarily or unreasonably withheld. The interior areas, equipment and articles at the Centre are:
- Ticket Backs
 - Zamboni
 - Shot clocks
 - Score board
 - Video board
 - Rink Boards surrounding the ice surface
 - Ice surface
 - Stair faces
 - Lobby advertising panels and illuminated signage.
- (b) Reasonable signage expenses may be charged by the City to the Soo Greyhounds for reasonable repairs or maintenance to the above noted advertising areas and / or signs. Whenever possible, the City shall consult with the Soo Greyhounds prior to effecting any such repairs or maintenance.
- (c) The Soo Greyhounds are responsible for the production and display of all their advertising.
- (d) The advertising rights only extend to the Soo Greyhounds' league games (exhibition, regular season and playoffs). The City has the right to display other advertisers or cover any Soo Greyhound advertisements for any other event in the Centre.

12. Sponsorship

- (a) If a naming rights sponsor the "Sponsor" is secured, the Sponsor shall have the right to advertise at the centre ice logo and two board ads. The said board ads shall be paid at the "going rate", by the City or the Sponsor to the Soo Greyhounds.
- (b) If a sponsor for the scoreboard and/or video scoreboard is secured then such sponsor shall have appropriate advertising affixed to the scoreboard or video scoreboard as agreed to by the City and the Soo Greyhounds for the term of the agreement with respect to such scoreboard. The City acknowledges that the Soo Greyhounds will have the exclusive right to market and sell all other advertising opportunities with respect to the scoreboard or video scoreboard including the content of any video advertising or changeable signage.
- (c) If a sponsor for the video board is secured then they will receive advertising time as part of their agreement for which the Soo Greyhounds shall be paid at the going rate by the City and/or the Sponsor for the video board.

13. Unforeseen Causes

The Soo Greyhounds agree that the City shall incur no liability to the Soo Greyhounds for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations, or other causes beyond the control of either the Centre or the City.

14. Insurance and Liability

- (a) Both parties hereto covenant and agree to provide, for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense.
- (b) The Soo Greyhounds will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants and agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Centre for the purpose of attending or participating in any event in respect of which the Soo Greyhounds occupy the Centre.
- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the Soo Greyhounds from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the Soo Greyhounds from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the Soo Greyhounds by reason or on account or in consequence of, or arising out of any act or omission by the Centre or the City under this Agreement.

15. First Right

The City agrees to give the Soo Greyhounds priority and preference for scheduling of dates and times of games over any requests except for unavailable dates identified by the City on or before January 31st of the previous year.

16. Application of Legislation

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

17. Revenue Sharing

- (a) For the term of this Agreement the parties hereto covenant and agree to share revenues as set out in Schedule "B" attached hereto.
- (b) No ticket surcharge of any kind shall be charged by the City on Soo Greyhound events.
- (c) For the Seasons 11 to 15 of this agreement, if the average ticket sales fall below 2,500 paid tickets per game in any three of five hockey seasons, the City shall pay to the Soo Greyhounds an amount equal to the difference between the price of 2,500 paid tickets (based on the average paid ticket price per season) and the actual revenue received from the number of paid tickets (based on the average paid ticket price per season) for such three (3) year period the "deficiency payment" within sixty (60) days of notification by the Soo Greyhounds to the City in writing of the amount of the deficiency payment at the end of season 15.

For Seasons 16 to 20 of this agreement, if the average ticket sales fall below 2,500 paid tickets per game in any hockey season, the City shall pay to the Soo Greyhounds an amount equal to the difference between the price of 2,500 paid tickets (based on the average paid ticket price per

season) and the actual revenue received from the number of paid tickets (based on the average paid ticket price per season) for such hockey season the "additional deficiency payment" within sixty (60) days of notification by the Soo Greyhounds to the City in writing of the amount of the additional deficiency amount.

- (d) If the City fails to make such deficiency payment or additional deficiency payment as per the terms set out above, the Soo Greyhounds shall have the option to terminate the lease at any time.
- (e) In addition, in any event where the Soo Greyhounds exercise their right to terminate the Lease, for a period of sixty (60) days from the date of the Soo Greyhounds exercising such right, the City will have the right to purchase the team by matching the amount of the highest offer and terms by a third party to acquire the team. The City's right could consist of an offer by a third party recommended by the City.
- (f) The average paid ticket price per season shall be calculated by dividing the total ticket sale revenue by the total paid attendance for the hockey season, including Play-Off games. Exhibition games are no included in the said calculation.

18. **Frustration**

- (a) All of the above is based upon the continued existence of the Ontario Hockey League. The parties hereto covenant and agree that this Agreement shall terminate automatically if the Ontario Hockey League or a successor league no longer exists or if the Soo Greyhounds are no longer allowed to be a member of the Ontario Hockey League or a successor league unless occasioned by the willful actions of the Soo Greyhounds to frustrate this contract.
- (b) Except as otherwise set out herein, the Soo Greyhounds agree to operate an Ontario Hockey League franchise in Sault Ste. Marie for the term of this Agreement.

19. **Binding Effect**

It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

20. **Assignment of Agreement**

The City and the Soo Greyhounds covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Soo Greyhounds shall be considered an assignment of this Agreement.

21. **Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

10(a)

7

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

MAYOR JOHN ROWSWELL
DEBBIE AMAROSO

CLERK DONNA IRVING MALCOLM WHITE
We have the authority to bind the Corporation

SOO GREYHOUNDS INC.
carrying on business as THE SOO GREYHOUNDS HOCKEY CLUB
Per:


Dr. LOU LUKENDA - CHAIRMAN


MICHAEL NANNE TREASURER
We have the authority to bind the Corporation

DH Agreements\Greyhounds\Greyhounds agrt FINAL.doc

Schedule "B" - Revenue Sharing based on Gross Revenues

<u>Revenue Source</u>	<u>City</u>	<u>Soo Greyhounds</u>
1. Tickets Sales		
Up to \$1,000,000	0%	100%
Greater than \$1,000,000 Less than \$1,250,000	10%	90%
Greater than \$1,250,000 Less than \$1,500,000	25%	75%
Greater than \$1,500,000	50%	50%
The incremental amount of ticket sales designated above shall be increased annually by the percentage increase, if any, in the average ticket price charged for that year.		
2. Concessions Including Beer	90%	10%
3. Advertising - All Areas, Equipment, Products, Items and Articles as set out in Clause 11(a)	10%	90%
4. Merchandise	0%	100%
5. Naming Rights	100%	0%
6. Parking	100%	0%
7. Phase I Suites (Year 1-10)	100%	0%
8. Phase I Suites (Year 11-20)	80%	20%

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-6

AGREEMENT: (E.3.4.4.) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for an environmental assessment for potential road improvements to Third Line East and Black Road from the hospital entrance to Second Line.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to The Ontario Heritage Act, R.S.O. 1990, c.O.18, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

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 between the City and AECOM Canada Ltd. for an environmental assessment for potential road improvements to Third Line East and Black Road from the hospital entrance to Second Line in form of Schedule "A" hereto dated December 13, 2010.

2. **SCHEDULE "A"**

Schedule "A" 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 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-6 Agreement AECOM

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 13th day of December, 2010

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to proceed with a Municipal Class Environmental Assessment for improvements to Third Line East and Black Road from the Sault Area Hospital entrance to Second Line. (hereinafter called the 'Project') and has requested the Consultant to furnish professional services in connection therewith;

AND WHEREAS the Consultant agrees to provide the requested services;

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 shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

1.06 Intellectual Property

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

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

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

1.08**Changes and Alterations and Additional Services**

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

1.09**Suspension or Termination**

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

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 or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

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.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11**Insurance**

The Client will accept the insurance coverage amount specified in this clause section 1.11 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 \$2,000,000 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 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been 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

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

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 provisions of *The Arbitration Act*, 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.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions

ARTICLE 2 - SERVICES**2.01 Consultant's Services for Class EA Planning and Preliminary Design of the Project**

The Consultant shall provide the services for Class EA planning and preliminary design and such work shall include the following, unless already provided during a previous study:

1. Meeting with Client to confirm applicable Class EA schedule (assumed to be Schedule B) and review proposed work program outlining tasks and schedule.
2. Collecting background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the study area. Review data and develop list of additional data required.
3. Preparation of preliminary base plans showing existing conditions and identifying of problems to be addressed (shall be based on existing available base plans).
4. Assembling and evaluating existing utility, drainage and municipal servicing data.
5. Preparation and recommendation of alternative solutions considering geometrics, traffic operations, property, cost and environmental features.
6. Complete a detailed evaluation of alternative solutions, review with the Client and recommend a preferred.
7. Confirming the Class EA Schedule based on the preferred solution.
8. Identification and evaluation of design options for the preferred solution including horizontal and vertical alignments for the Project, proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs, sidewalks, and intersecting roads.
9. Complete a review of Municipal servicing requirements (ie: potable water and waste water). Note: it is assumed that an extension of Municipal services will not be required.
10. Meeting with and presenting to the Client alternative solutions and design concepts and obtaining input on the preferred.
11. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in two public open houses.
12. Preparation of design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
13. Preparation and distribution of minutes of Project meetings.
14. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies, other public authorities and property owners, for design information, preliminary technical approvals and to advise of project details.
15. Conducting of survey work necessary for the provision of services herein and to assess and verify the feasibility of engineering alternatives considered for the Project. (Note: it is assumed that existing aerial photography, base plans, and contour plans will be adequate for the proposed scope of work)
16. Preparation of preliminary design drawings.
17. Preparation of property acquisition plans.
18. Development of preliminary construction cost estimates.
19. Preparation of an Environmental Study File (ie: assumed to be Schedule B) outlining the Class EA planning activities, alternative solutions and designs considered, evaluation criteria, final selected preliminary design elements and preliminary costs.

2.02 Client's Services for Class EA Planning and Preliminary Design of the Project

The Client shall provide the Consultant with:

1. Confirmation of appropriate Class EA schedule.
2. Copies of previous studies/reports related to the study area.
3. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
4. Copies of available traffic information including traffic counts, accident reports, pedestrian counts, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Assistance in advertising for, coordinating and conducting any public consultation events.
7. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
8. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.
9. Publication of notices to the public.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (9) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS**3.1 Definitions**

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

(a) Cost of the Work:

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

(b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment**3.2.1 Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

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

- a) Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

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.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

3.2.4.1 In addition to the fee a communication/ Information Technology (IT) charge equal to 7.5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT 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 cost for reproducing specifications and drawing sets shall not be included in this rate.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 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.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Lump Sum Fee/Negotiated Fee

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 **Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 th Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 **Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 **Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 **Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

[Execution Page Follows]

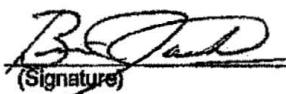
10(b)

- 12 -

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation for purposes of this Agreement



(Signature)

Brian Jackson

(Name)

Vice President

(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

MAYOR- DEBBIE AMAROSO

CLERK- MALCOLM WHITE

10(b)

SCHEDULE "A"
to Memorandum of Agreement

Dated the 13th day of December, 2010 A.D.

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Municipal Class EA Planning and Preliminary Design	As per Agreement	\$50,000	N/A	\$5,000

Note:

(i) Fees excludes taxes.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	120 - 200	3
Intermediate Engineer	80 - 120	2
Senior Technician	80 - 125	4
Intermediate Technician	60 - 80	3
Support Staff	50 - 70	4

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-10

APPOINTMENTS TO LOCAL BOARDS: (L.5.1.1.) A by-law to appoint members to various Local Boards in the City of Sault Ste. Marie.

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

1. APPOINTMENTS TO THE FENCE VIEWERS COMMITTEE

(a) The following persons are hereby appointed as fence viewers for the City of Sault Ste. Marie pursuant to the Line Fences Act, R.S.O., 1990, chapter L.17 and amendments thereto from January 10, 2011 to December 31, 2012:

Frank DelBosco
Roy O'Neill
Luca Robibaro
Terry Henderson (alternate)

(b) **PER DIEM RATE**

Each fence viewer shall be paid the sum of \$25.00 for each day's work done under the Line Fences Act.

2. APPOINTMENTS TO THE MUNICIPAL HERITAGE COMMITTEE

The following persons are hereby appointed as members of the Local Municipal Heritage Committee pursuant to Section 28 of The Ontario Heritage Act, R.S.O., 1990, chapter O.18 and pursuant to the terms of By-law 2003-117 from January 10, 2011 to December 31, 2012:

Bryan Hayes
Lloyd Beilhartz
Roger Kinghorn
David Ellis
Robert Ewing
Kelly Marshall
Anne MacGregor
Harvey Robbins
Ted Wall

3. APPOINTMENTS TO THE LOCAL IMPROVEMENT COURT OF REVISION

The following person is hereby appointed as a member of the Sault Ste. Marie Court of Revision pursuant to section 18 of Regulation 119/03 filed under the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto from January 10, 2011 to December 31, 2012:

Carlo Barban
Suzanne Farrell
Luca Robibaro
Ozzie Grandinetti (alternate)

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CITY SOLICITOR

4. **APPOINTMENTS TO RESIDENTIAL STANDARDS COMMITTEE**

The following person is hereby appointed as a member of the Sault Ste. Marie Residential Standards Committee pursuant to section 31(11) of Planning Act, R.S.O. 1990 c.P.13 and amendments thereto from January 10, 2011 to December 31, 2012:

Suzanne Farrell
Carlo Barban
Ozzie Grandinetti

5. **APPOINTMENTS TO PLANNING ADVISORY COMMITTEE**

The following persons are hereby appointed as members of the Planning Advisory Committee pursuant to s. 8 of the Planning Act, R.S.O. 1990, c.P.13 and amendments thereto from January 10, 2011 to December 31, 2012:

Carlo Barban
Peter Berlingieri
Suzanne Farrell
Wayne Mezzomo
Catherine Meincke
Jeff Arbus
Joel Rowswell

6. **APPOINTMENTS TO MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

(a) The following persons are hereby designated to act as Head for the purpose of administering the Municipal Freedom of Information and Protection of Privacy Act pursuant to s. 3 of the Municipal Freedom of Information and Protection of Privacy Act from January 10, 2011 to December 31, 2012:

Marchy Bruni
Paul Christian
Frank Fata
Rick Niro
Terry Sheehan
Brian Watkins

(b) **POWERS OF HEAD DELEGATED**

Pursuant to s. 49 of the Municipal Freedom of Information and Protection of Privacy Act all of the powers and duties granted or vested in the Head are hereby delegated to the City Solicitor or the Assistant City Solicitor.

10(c)

7. EFFECTIVE DATE

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CLERK – MALCOLM WHITE

10(d)

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-8

FINANCE: (A.3.7.1) A by-law to amend marriage license fees to \$120.

WHEREAS Part XII of the Municipal Act, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it, and, for the use of its property including property under its control:

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Part XII of the Municipal Act, S.O. 2001, c. 25 as amended enacts as follows:

1. **MARRIAGE LICENSE FEE INCREASED**

The marriage license fee is increased from \$100 to \$120.

2. **EFFECTIVE DATE**

This By-law is effective on January 10, 2011.

PASSED in open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

/on/staff/by-laws 2011-08

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CITY SOLICITOR

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-11

LICENCE OF OCCUPATION: (No. L-204) A by-law to authorize a temporary licence of occupation between the City and The Sault Trailblazers Snowmobile Club Inc. for the use of lands at Strathclair Park.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a temporary licence of occupation in the form of Schedule "A" hereto dated the 10th day of January, 2011 and made between the City and The Sault Trailblazers Snowmobile Club Inc. to use lands at Strathclair Park to operate a snowmobile staging area.

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 10th day of January, 2011.

MAYOR - DEBBIE AMAROSO

CLERK - MALCOLM WHITE

cf/by-laws 2011/ 2011-11 Sault Trailblazers Licence to Occupy.doc

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be enacted at all AND if enacted, it may not be in
the form of the DRAFT copy.
CITY SOLICITOR

16(e)

SCHEDULE A

THIS LICENCE made the 10th day of January, 2011

BETWEEN

THE SAULT TRAILBLAZERS SNOWMOBILE CLUB INC.

hereinafter referred to as the "Licencee"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

The City grants to the Licencee the right to occupy the property of the City described and marked Schedule "A" (the "demised property") for the period January 10, 2011 to April 30, 2011.

This licence shall be for the purpose of providing a snow machine staging area subject to the terms and conditions set out in Schedule "B"

In this Licence, "City" means the Council of The Corporation of the City of Sault Ste. Marie and any person authorized on its behalf.

Schedules "A" and "B" form part of this Licence of Occupation.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the 10th day of January, 2011.

) THE SAULT TRAILBLAZERS
SNOWMOBILE CLUB INC.
)

)
) THE CORPORATION OF THE CITY
) OF SAULT STE. MARIE
)
)
) MAYOR – Debbie Amaroso
)
)
) CLERK—Malcolm White

SCHEDULE "B"

ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION AGREEMENT
DATED JANUARY 10, 2011 BETWEEN LICENCEE AND THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

TERM: Commencing January 10, 2011 and terminating April 30, 2011.

PURPOSE: To make available to the Licencee, its employees, servants, agents and invitees a snow machine staging area in the parking lot at Strathclair Park.

CONDITIONS

This Licence is subject to the following conditions:

1. The Licencee will indemnify and save harmless the City from and against all claims including claims by the Licencee and including, without limiting the generality of the foregoing, all claims for personal injury or property damage, regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about such claims or any action or proceeding brought thereon. The Licencee shall provide proof of general liability insurance in the amount of \$1,000,000.00.
2. The Licencee shall not place or allow to be placed any advertising or promotional signs on the demised premises without prior written approval of the City.
3. The Licencee shall keep the area of the demised premises neat and clean, free of debris and refuse.
4. The Licencee shall allow inspection of the demised premises and the operations of the Licencee during hours of operation by the City, its servants or employees on its behalf.
5. The Licencee shall not allow any activity that is contrary to City by-laws or the laws of the Province of Ontario or laws under Federal jurisdiction on the demised premises.
6. The Licencee shall not use or permit the use of the demised premises for any other purpose other than as a snow machine staging area and related parking
7. This Licence may not be assigned without the written permission of the City, which permission may be arbitrarily withheld.
8. The permission to utilize the demised property herein granted operates solely as a Licence and does not transfer any exclusive possessory right or leasehold interest to the Licencee.
9. Any breach of any of the clauses in this agreement shall at the option of the City and upon the City giving the Licencee 15 days written notice constitute an automatic cancellation of this Licence. This clause is included for the benefit of the City and may be waived at its discretion. Unless a waiver is given in writing by the City to the Licencee, the City will not be deemed to have waived any breach by the Licencee of any terms or breach to which it refers and in no way affects or limits the right of the City with respect to any breach to which it does not specifically refer.

All notices given pursuant to this agreement shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY Legal Department
 The Corporation of the City of Sault Ste. Marie
 P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

LICENCEE Sault Trailblazers Snowmobile Club Inc.
 c/o Darrell Maahs
 523 Wellington St. E.
 Sault Ste. Marie, ON P6A 2M4

provided that each party may from time to time change its address for service on written notice to the other. Any notice or statement shall be deemed to have been received on the third business day after the day on which the same is mailed as aforesaid.

10. The City shall plough the parking lot and staging area as well as the access to Second Line.

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-7

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf Bylaws\2011\2011-7 Parking Officers – Private lots

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CITY SOLICITOR

<u>BADGE NO.</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12	ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENTS
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35	ORR,DEREK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
37	MILLER,STEVE	NORPRO SECURITY	REGENT PROP/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
59	BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113	TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE,RICARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
188	HARMAN,JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
191	BROWN,STEVEN,GEORGE	SEP SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196	SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240	MASON,STEPHEN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
241	COGHILL,ROBIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./ 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST. / 129 SECOND LINE W
253	TRAVSON,TERRANCE(TERRY)	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN/MALL/CHURCHILL&PINE PLAZA
274	DAVIDSON,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
276	SMITH,DENNIS,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
297	SWIRE,WILLIAM,JAMES	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
299	DIMMA,WM,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
314	AASEN,PAULINE	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
321	LORENZO,COREY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
334	MILLER,BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO,DONALD	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
342	PICK,DENNY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
343	CHILLMAN,JODI	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
344	HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
345	SETCHELL,RODDY	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
346	HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354	STEEVES,ROBERT	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
366	TROINOW,VICTORIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
369	CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE,ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN,ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
378	FINN,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
377	BADGERO,PAUL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
379	MANGONE,MATTHEW	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
380	MARIN,MARTY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
384	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
385	LOUBERT,JACOB	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
389	SANDIE,KEVIN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
391	MCLEOD,HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
392	MEINCKI,KENNETH	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
395	KELLY,PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
396	THOMAS,RANDELL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
404	HUDSON,BRIAN	CORPS OF COMM	22 BAY ST.(FEDERAL BUILDING)
405	MATCHETT, CASEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
406	LEBLANC,SERGE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
409	MOAR, ALEXANDRA	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
410	POYNER,HAROLD	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
411	MOORE,ROBERT	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
412	MEINCKI,EMILY	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
413	HILL,MICHAEL	CORPS OF COMM	SAULT HOSPITAL
419	RAYMO,ADAM	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
420	FABIANO,ANTONIO	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
421	DUNN,PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
422	BENNETT,JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
423	VANDERKLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
425	ELLIS,MARTY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
426	DIMMA,JUSTIN	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
428	DIAS,JASON	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
429	STEWARD,MARK	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
430	RUSCIO,DOMINIC	MAJOR CONST.	TRAVELODGE
431	DICKSON,SHANE	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
433	MAJOR,ROBERT	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
435	TRUMBLE,GEORGE	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
436	COUTURIERE,NATALIA	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
438	GRASLEY,JOSEPH	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
439	LAMBERT,JOSEPH	UNIT PARK	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
440	HAMMERSTEOT,ERIC	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
441	WILSON,DAVID	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
442	MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER

10(4)

444	MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
445	HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAULT,JOSE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
449	ARCHIBALD,THOMAS	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
450	CHAPMAN,DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
451	KELLY,PATRICK	G4S SECURITY	CROSS-COUNTRY/SAULT HOSPITAL/SAULT AIRPORT
452	ROGERS,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
453	DERASP,RICHARD	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
454	LAPRADE,DANIEL	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
455	BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE/CAMBRIAN MALL/CHURCHILL&PINE PLAZA
457	REDPATH,BRITTNEY	NORPRO SECURITY	REGENT PROPERTY/SAULT COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER
458	ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459	SLEEMAN,RAY	CORPS OF COMM	SAULT AREA HOSPITAL
460	BOUGIE,DAN	CORPS OF COMM	SAULT AREA HOSPITAL
461	DUNN,PATRICK	CORPS OF COMM	SAULT AREA HOSPITAL
462	GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	SAULT AREA HOSPITAL

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-3

PROPERTY SALE: (Tax Sale 2004 - Parcel 9) a by-law to authorize the vesting in the City's name and subsequent sale to Gary Chevolleau of the property known municipally as 503 Bay Street.

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 VESTING AND SALE**

The Corporation shall vest in its name and then sell the absolute right in fee simple to the lands more particularly described in Schedule "A" at the consideration shown in the said Schedule "A", upon the conditions set out in the Agreement of Purchase and Sale attached as Schedule "B".

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to:

- a) all documents required to complete the sale, including the Agreement of Purchase and Sale between the City and Gary Chevolleau, dated November 18, 2010; and

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to:

- a) any documents necessary to give effect to a Notice of Vesting of the property under The Municipal Act.

3. **SCHEDULE "A" and SCHEDULE "B"**

Schedule "A" and Schedule "B" hereto form 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 10th day of January, 2011.

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

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(g)

SCHEDULE "A" TO BY-LAW 2011-3

VENDOR: The Corporation of the City of Sault Ste. Marie

PURCHASER: Gary Chevolleau

ADDRESS: 503 Bay Street, Sault Ste. Marie, Ontario

PROPERTY DESCRIPTION: PIN 31540-0074 (LT) Parcel 2385, Algoma West Section and part Water Lot in front of Lot 9, South Side of Bay Street, Town Plot of Sault Ste. Marie as in LT23085 except Parts 4 and 7, Plan 1R1463 ;
PIN 31540-0023 (LT) Parcel 45, Algoma West Section, part of Water Lot in front of Lot 10 South Side of Bay Street, Town Plot of Sault Ste. Marie as in LT3887 and
PIN 31540-0088 (LT) Part Lot 9 South Side of Bay Street Town Plot of St. Mary's as in T181931 (firstly) and Lot 10 South Side of Bay Street, Town Plot of St. Mary's except Part 1, Plan 1R1710

CONSIDERATION: \$465,000.00
(Subject to the usual adjustments)

Agreement of Purchase and Sale

10(g)

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 18 day of NOVEMBER, 20¹⁰.

BUYER, Gary Chevroleau (Full legal names of all Buyers), agrees to purchase from

SELLER, CORPORATION OF THE CITY OF SAULT STE. MARIE (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 503 BAY STREET, CITY OF SAULT STE. MARIE fronting on the SOUTH-EAST side of BAY STREET in the DISTRICT OF ALGOMA

and having a frontage of 130.52 FEET more or less by a depth of IRR. FEET more or less

and legally described as PCL 45 AWS; PT WATER LOT IN FRONT OF LOT 10 S/S BAY ST TOWN PLOT OF

SAULT STE. MARIE AS IN LOT3887; CONT. IN SCHEDULE "A" (Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE: Dollars (CDN\$) 465,000

FOUR HUNDRED & SIXTY-FIVE THOUSAND Dollars

DEPOSIT: Buyer submits Herewith (Herewith/Upon Acceptance/as otherwise described in this Agreement)

FORTY THOUSAND Dollars (CDN\$) 40,000

by negotiable cheque payable to ROYAL LEPAGE NORTHERN ADVANTAGE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by BUYER until 11:59 p.m. on (Seller/Buyer)

the 15th day of DECEMBER 2010, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the see Schedule "A" day

of see Schedule "A", 2011. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Seller) FAX No. 759-6651 (For delivery of notices to Buyer)

INITIALS OF BUYER(S): GC

INITIALS OF SELLER(S): LB



10(g)

4. CHATTELS INCLUDED:

NONE

5. FIXTURES EXCLUDED:

NONE

6. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: **NONE**

7. GST/HST: If the sale of the property (Real Property as described above) is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) then such tax shall be..... the Purchase Price. If the sale of the property is not subject to GST or HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to GST or HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the see Schedule "A" day of see Schedule "A", 20..... (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (VACANT SITE) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registered documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada),

INITIALS OF BUYER(S):

gc

INITIALS OF SELLER(S):

LB



10(g)

Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagor setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagor of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

G.C.

INITIALS OF SELLER(S):

L.B.



10(g)

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) *Violette O.* [Signature] (Buyer) *[Signature]* [Seal] DATE Nov. 18 2010
 (Witness) [Buyer] [Seal] DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) *Dorothy Aglione* [Signature] (Seller) *Lane Bally* [Signature] Corporation of the City of Sault Ste.M [Seal] DATE Dec. 14/10
 (Witness) [Seller] [Seal] DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) [Spouse] [Seal] DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at..... a.m./p.m. this..... day of....., 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	ROYAL LEPAGE NORTHERN ADVANTAGE	Tel.No.
Co-op/Buyer Brokerage	RE/MAX SAULT STE MARIE REALTY INC., BROKERAGE 853 QUEEN STREET E	Tel.No. (705)759-0700 SAULT STE. MARIE

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Seller] DATE

[Seller] DATE

Address for Service..... Tel.No.

Seller's Lawyer.....

Address.....

Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

[Buyer] DATE

[Buyer] DATE

Address for Service..... Tel.No.

Buyer's Lawyer.....

Address.....

Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: RE/MAX SAULT STE MARIE REALTY INC., BROKERAGE
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Violette O. [Signature]

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



**Schedule A
Agreement of Purchase and Sale**

10/09

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, G.A.R.Y. C.H.E.VOLLEAU, and

SELLER, CORPORATION OF THE CITY OF SAULT STE. MARIE

for the purchase and sale of 503 BAY STREET, CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA, dated the 18 day of NOVEMBER, 2010.

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to the usual adjustments, in cash or by certified cheque, to the Seller on the completion of this transaction.

This transaction is subject to the terms and conditions of property tax sales and vesting contained within The Municipal Act of Ontario. The Seller takes no position regarding ownership or transferability of any equipment or rental/encumbered components presently in the facility.

Further, The Seller makes no representation or takes no position what so ever with respect to the condition or operational nature of the facility or with regard to any environmental matters.

Closing Date: TEN (10) days after the City of Sault Ste. Marie is in a position to transfer full and unencumbered title.

Title Search Date: TWO (2) days before closing date.

LEGAL CONT.: PT LOT 9 S/S BAY ST PLAN TOWN PLOT OF ST. MARY'S AS IN T181931 (FIRSTLY); LOT 10 S/S BAY ST PLAN TOWN PLOT OF ST. MARY'S EXCEPT PT 1 IR1710; PCL 2385 AWS; PT WATER LOT IN FRONT OF LOT 9 S/S BAY ST PLAN TOWN PLOT OF SAULT STE. MARIE AS IN LOT 23085 EXCEPT PT 4 & 7 IR1463

This form must be initialed by all parties to the Agreement of Purchase and Sale..

INITIALS OF BUYER(S):**INITIALS OF SELLER(S):**

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Form 100 Rev. 03/2010 Page 5 of 5

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2011-4

REMUNERATION: (L.5.1.) A by-law to amend by-law 86-134 regarding benefits for members of Council.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Municipal Act, 2001, c. 25 ENACTS as follows:

1. **SECTION 1(1)(a) AMENDED**

Section 1(1)(a) of by-law 86-134 is amended by deleting the last sentence in that subsection.

2. **SECTION 1(3) ADDED TO BY-LAW 86-134**

Section 1(3) is added to by-law 86-134 as follows:

"(3) BENEFITS FOR HEAD OF COUNCIL AND MEMBERS OF COUNCIL"

- (a) For the Head of Council the Corporation shall pay the premiums for the following eligible benefits:

Semi private hospitalization, extended healthcare, out of country travel insurance, dental coverage, group life insurance and group accidental death and dismemberment as provided to non-union/supervisory personnel of the City.

The Head of Council shall be eligible for these benefits during the time that he or she is Head of Council and in the event of the disability of the Head of Council the entitlement shall continue until the end of the term of that Council.

In the event of the death of the Head of Council while he or she is in office, the surviving spouse and eligible dependants will be entitled to semi private hospitalization, extended health care, dental and out of country travel insurance until the end of the term of that council.

For greater certainty, group long term disability and accumulated sick leave short term disability are not benefits covered by the Corporation for the Head of Council.

- (b) For the Members of Council, should they so choose within 30 days of assuming elected office and at their own expense, shall be entitled to purchase the following benefits:

Semi private hospitalization, extended healthcare, out of country travel insurance, dental coverage, group life insurance and group accidental death and dismemberment as provided to non-union/supervisory personnel of the City.

The Members of Council shall be eligible for these benefits during the time that he or she is a Member of Council and in the event of the disability of the Member of Council the entitlement shall continue until the end of the term of that Council.

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CITY SOLICITOR

In the event of the death of the Member of Council while he or she is in office, the surviving spouse and eligible dependants will be entitled to the benefits set out above until the end of the term of that council.

For greater certainty, group long term disability and accumulated sick leave short term disability are not benefits covered by the Corporation for the Member of Council."

3. **SECTION 9 OF BY-LAW 86-134 REPEALED**

Section 9 of by-law 86-134 is repealed.

4. **EFFECTIVE DATE**

This by-law takes effect on the 10th day of January, 2011.

PASSED in open Council this 10th day of January, 2011

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-2

STREETS: (S.2.A) A by-law to re-adopt Official Street Names List.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of The Municipal Act., S.O. 2001, Chapter 25 ENACTS as follows:

1. **SCHEDULE "A" TO BY-LAW 2011-2**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2007-4 REPEALED**

By-law 2007-4 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2011-2011-2/officialstreetnameslist/S.2.A.

NOTICE

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CITY SOLICITOR

OFFICIAL SAULT STE. MARIE, ONT. STREET NAMES LIST

SCHEDULE "A" to BY-LAW 2011-02

LAST REVISED: December 15, 2010

DATE PRINTED: December 15, 2010

10(i)

Official Street Name	Map Location Index
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7
Bennett Boulevard	O8
Beverley Street	L7
Biggins Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7
Boundary Road	P7

1D(i)

B Cont.	
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byme Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Caribert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6
Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelten Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chipewa Street	J5
Chiebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Cody Point Court	L6
Collins Avenue	O8
Connie Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

D	
D'Youville Road	M8
Dablon Street	N6
Dacey Road	Q7
Dalgleish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTomaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dymont Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L8
Euclid Road	M7
Everelt Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Faldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4
Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

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G	
Gagnon Road South	D7
Garden Avenue	O8
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Hennetta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5
Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
I	
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

10(i)

James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killarney Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koptrash Court	N7
Korah Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lamming Avenue	K5
Landslide Road	P4
Langdon Crescent	M6
Langdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Maki Road	I4
Malabar Drive	N6
Manilia Terrace	L7
Manitou Drive	P6
Manor Road	N8
Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L5
Martingale Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7
McNeice Street	P8
McPhail Avenue	N8

10(1)

M Cont.	
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Metzger Street	K6
Millcreek Drive	N5
Millstream Drive	N5
Millenium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Nokomis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M6
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5
Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriele Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardee Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parklane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penno Road	L5
Pentagon Boulevard	N7
Peoples Road	L5
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9

10(i)

P Cont.	
Pine Street	N7
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prentice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7
R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverin Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscio Crescent	Q6
Rush Avenue	N6
Rushmore Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruick Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6
Silver Birch Drive	O7
Silverdale Avenue	L5
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sinclair Street	L7
Sisson Street	N7

S Cont.	
Sixth Avenue	K6
Sixth Line East	O2
Sixth Line West	G2
Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwcod Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tuckett Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6
Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Wells Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4
Warren Avenue	I6
Wawanosh Avenue	M6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7

W Cont.

Wellington Street West	L6
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Wiltoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2011-1

TRAFFIC: (T.2.1.) A consolidation of amendments to Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of the Municipal Act, 2001, S.O. 2001, chapter 25 and amendments thereto, ENACTS as follows:

1. **BY-LAW 77-200 SCHEDULES AMENDED**

Schedules A to Z inclusive to Traffic By-law 77-200 are amended by renumbering the items in each schedule to form consecutive numerical order, so that the said schedules are in the form of the schedules attached hereto as Schedules A to Z inclusive.

2. **SCHEDULES**

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, hereto form part of this By-law 2011-1 and By-law 77-200.

3. **EFFECTIVE DATE**

This by-law is effective from the day of its final passing.

PASSED in Open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

on/staff/by-laws/2011-1/Traffic/T.2.1

NOTICE

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CITY SOLICITOR

10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2011-9

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 115 Fourth Line East (rear) City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 2000, chapter P.13 and amendments thereto, ENACTS as follows:

1. **115 FOURTH LINE EAST (REAR): LOCATED ON THE SOUTH SIDE OF FOURTH LINE APPROX. 385m EAST OF PEOPLES RD.: CHANGE FROM RA (RURAL AREA) TO I (INSTITUTIONAL ZONE AND REPEAL OF PORTION OF SPECIAL EXCEPTION 170**

The zone designation on the lands described as part 1 on 1R-11870, being the rear of 115 Fourth Line East, which lands are shown on Map 1-139 of Schedule "A" to Zoning By-law 2005-150 and shown as "subject property" on the map attached as Schedule "A" to this by-law is changed from RA (Rural Area) to I (Institutional).

2. **SPECIAL EXCEPTION 170 TO BY-LAW 2005-150 AMENDED**

Special exception 170 to By-law 2005-151 (enacted by By-law 99-149) is amended by repealing special exception 170 from the rear 300m of the property referred to in special exception 170.

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 10th day of January, 2011.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

on/zoning/by-law2011-9 City of Sault Ste. Marie/115 Fourth Line East(rear)

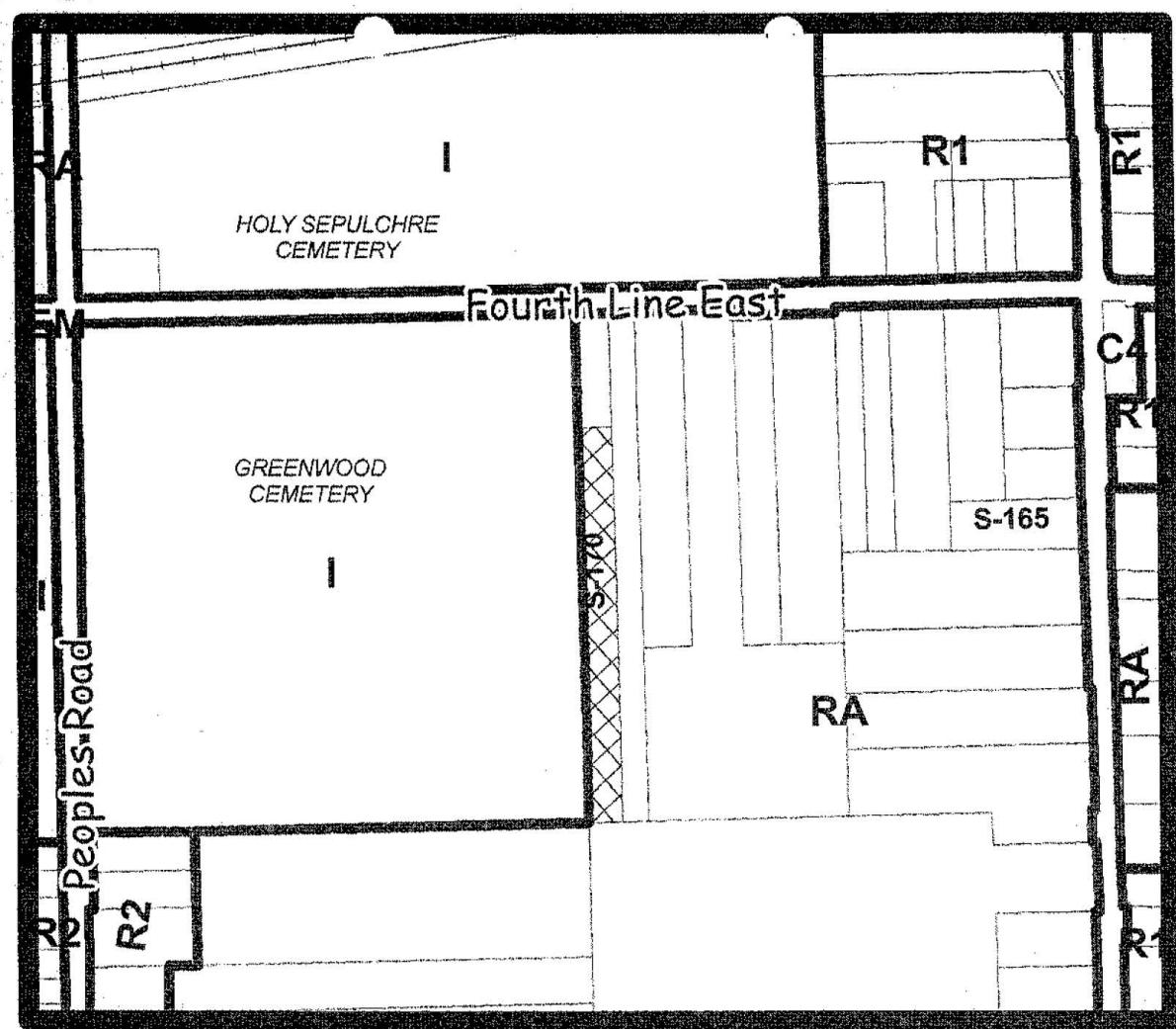
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CITY SOLICITOR

10(K)

SCHEDULE "A" TO BY-LAW 2011-9 OF THE CORPORATION OF
THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL
THIS 10TH DAY OF JANUARY, 2011.



EXISTING ZONING MAP

Greenwood Cemetery - 27 Fourth Line East

Zoning (Planning) Application A-17-10-Z



Subject Property - 27 Fourth Line E



R1 - Estate Residential Zone



R2 - Single Detached Residential Zone



I - Institutional Zone

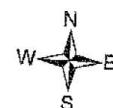


RA - Rural Area Zone; RAhp

(S-No.) - Special Exception Zoning Bylaw 2005-151

Metric Scale

1 : 4500



Maps

124 & 1-139

Mail Label

A17-10

Date

Nov 3, 2010