

AGENDA

REGULAR MEETING OF CITY COUNCIL

2007 04 30

4:30 P.M.

COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that the Minutes of the Regular Council Meeting of 2007 04 16 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the Agenda for the 2007 04 30 City Council Meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Dree Pauze, Community Coordinator, Social Services Department will be in attendance to present a certificate of appreciation from the federal government to the community of Sault Ste. Marie concerning our community's plan on homelessness.
- (b) Margaret Nicholson, Member of Royal Purple will be in attendance concerning Proclamation - Hearing Awareness Month.
- (c) Sherri Duke, Chairperson Multiple Sclerosis Society will be in attendance concerning Proclamation - Multiple Sclerosis Month.
- (d) Ashley Gregoire, Student Volunteer, Child Find Ontario will be in attendance concerning Proclamation - Missing Children's Month.

4. (e) Dr. Lynn Ryan-MacKenzie, Executive Director and Brian Matheson, Parent Representative, Algoma Youth Services will be in attendance concerning Proclamation - Children's Mental Health Week.
- (f) Kerry Foster, Falun Dafa Practitioner will be in attendance concerning Proclamation - Falun Dafa Day.
- (g) Freddie Pozzebon, Coordinator of Plans Examination will be in attendance concerning Proclamation - International Building Safety Week.
- (h) Proclamation - Emergency Preparedness Week.

PART ONE – CONSENT AGENDA

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

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that all the items listed under date 2007 04 30 - Part One - Consent Agenda be approved as recommended.

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

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that Councillor Lou Turco be nominated by the City of Sault Ste. Marie to the Association of Municipalities of Ontario (AMO) Board of Directors - Large Urban Caucus representation - 1 year term (2007-2008).

- (b) Correspondence from David Oraziotti, M.P.P. Sault Ste. Marie is attached for the information of Council.

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Whereas Bill 149 proposes federal-provincial discussions for the development of a plan for the improvement of the Highway 17 portion of the TransCanada Highway; and

Whereas such a plan shall address the matters of passing lanes, paved shoulders, rumble strips, rest stops and widening to four lanes; and

Whereas improvements to Highway 17 would enhance the regional economy and public safety in Northern Ontario; and

5. (b) Whereas the implementation of Bill 149 is conditional on a cost-sharing agreement being entered into between the Government of Ontario and the Government of Canada; and
Whereas the Federal TransCanada Highway Act of 1949 stated that the Federal government would reimburse the provinces for 50% of the costs for any portion of the TransCanada built after 1928 and mandated that the Government of Canada would pay 50% of future costs; and
Whereas Federal Government funding for the TransCanada Highway 17 is substantially lower than historic levels; and
Whereas the TransCanada Highway 17 in Northern Ontario, part of our national link, has the lowest percentage (10%) of four-laned highway when compared to other provinces in Canada; and
Whereas there are 488 accidents, 839 personal injuries and 31 fatalities on average each year on the TransCanada Highway between the Manitoba border and the Quebec border; and
Whereas more than 340,000 commercial trips are taken annually on Highway 17, carrying over \$19 billion worth of mining, forestry, and other good important to the Northern Ontario economy; and
Whereas the Ontario Minister of Transportation and the Ontario Minister of Public Infrastructure Renewal have both indicated that they are prepared to enter into discussions with their federal counterparts on Bill 149; and
Whereas Bill 149 has the support of the Canadian Automobile Association, the Ontario Trucking Association, the Ontario Provincial Police Association, the Ontario Road Builders Association and the Ontario Safety League;
Therefore be it resolved that the Sault Ste. Marie City Council endorses Bill 149 and urges the Federal Government to participate in discussions with the Provincial Government to develop a highway improvement plan and provide 50% of the funding required to upgrade the highway 17 portion of the TransCanada Highway throughout Northern Ontario.
- (c) Correspondence from Inky Mark, M.P. Dauphin-Swan River-Marquette, Manitoba is attached for the information of Council.
- (d) Correspondence from the Chief Executive Officer, Passport Canada is attached for the information of Council.
- (e) Correspondence from the City of Vaughan (concerning residential property tax relief for seniors) is attached for the information of Council.
- (f) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from January 1, 2007 to March 31, 2007 is \$358,727.00 is attached for the information of Council.
- (g) Correspondence from the Sault Ste. Marie Region Conservation Authority (concerning Children's Source Water Festival) is attached for the information of Council.

5. (h) Correspondence from the Shingwauk Education Trust (concerning Three Fires Confederacy Gathering) is attached for the information of Council.

Mover - Councillor L. Tridico

Seconders - Councillor P. Mick

Resolved that the letter from the Shingwauk Education Trust (concerning Three Fires Confederacy Gathering) BE REFERRED to the Finance Committee for review.

- (i) Correspondence from the County of Simcoe (concerning funding to long term care homes) is attached for the information of Council.
- (j) Correspondence from Infrastructure Ontario (concerning new representative for Northern Ontario) is attached for the information of Council.

(k) **Council Travel**

Mover - Councillor L. Tridico

Seconders - Councillor B. Hayes

Resolved that Councillor Lou Turco be authorized to travel to (1) a FONOM Conference being held in Kirkland Lake (two days in May) at a cost of \$255.00; and (2) a NOSM Director's Retreat being held in Sioux Narrows (two days in May) at no cost to the City.

(l) **Staff Travel Requests**

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

Mover - Councillor L. Tridico

Seconders - Councillor P. Mick

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 04 16 be approved as requested.

(m) **Tender for Pest Control Services**

Reports of the Manager of Purchasing and the Commissioner of Finance and Treasurer are attached for the consideration of Council.

Mover - Councillor L. Tridico

Seconders - Councillor B. Hayes

Resolved that the report of the Manager of Purchasing dated 2007 04 30 be endorsed and that the tender for Pest Control Services, required by various City departments, be awarded as recommended.

5. (n) **Small Vehicle Purchase - One (1) Mid-Size Cargo Van**
A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconded - Councillor P. Mick
Resolved that the report of the Manager of Purchasing dated 2007 04 30 be endorsed and that the purchase of a 2004 GMC Safari Cargo Van, required by the Parking Division, be approved.
- (o) **2007 Budget**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. The relevant By-laws 2007-66, 2007-67, 2007-68 and 2007-69 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (p) **Hospital Building Permit**
A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconded - Councillor B. Hayes
Resolved that the report of the Commissioner of Finance and Treasurer dated 2007 04 30 concerning Hospital Building Permit be accepted and the recommendation to fund the calculated building permit fee of \$1,541,860.00 from the Hospital Reserve and to consider this fee to be part of the City's total commitment to the new hospital be approved.
- (q) **Vacant Unit Tax Rebate Program - Commercial and Industrial Properties**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconded - Councillor P. Mick
Resolved that pursuant to Section 364 of the Municipal Act, 2001, the adjustments, under the vacant unit tax rebate program, for tax accounts outlined on the City Tax Collector's report of 2007 04 30 be approved and the tax records be amended accordingly.
- (r) **Property Tax Appeals**
A report of the City Tax Collector is attached for the consideration of Council.
- Mover - Councillor L. Tridico
Seconded - Councillor B. Hayes
Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2007 04 30 be approved and the tax records be amended accordingly.

5. (s) **Queenstown Board of Management (O/A The Downtown Association) 2007 Budget Estimates and 2006 Audit Report**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. A report entitled 2006 Annual Report - Downtown Association Sault Ste. Marie is attached under separate cover.

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that City Council acknowledge receipt of the Queenstown Board of Management (O/A The Downtown Association) Audit for the year 2006, as prepared by KPMG LLP Chartered Accountants and that Council approve the Downtown Association Budget Estimates for the year 2007.

(t) **First Quarter Implementation Status Report January - March 2007 - Accessibility Plan 2007**

A report of the Policy and Implementation Manager, Social Services Department is attached for the consideration of Council.

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that the report of the Policy and Implementation Manager, Social Services Department under date 2007 04 30 concerning First Quarter Implementation Status Report January - March 2007 - Accessibility Plan 2007 be accepted as information.

(u) **Homelessness Individuals and Families Information System**

A report of the Community Coordinator, Social Services Department is attached for the consideration of Council. The relevant By-law 2007-85 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(v) **Update - Agreement With Tourism Sault Ste. Marie on Use of the Portable Basketball Floor at the Steelback Centre**

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

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the report of the Commissioner of Community Services dated 2007 04 30 concerning Update - Agreement With Tourism Sault Ste. Marie on Use of the Portable Basketball Floor at the Steelback Centre be accepted as information.

5. (w) **Request for Financial Assistance for National/International Sports Competitions**

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

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that the report of the Assistant Manager, Recreation and Culture dated 2007 04 30 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200.00 grant each to Myrica Hinich (National Snow Boardercross Championships) and Wendy Oleskiw (Swimming Canada Spring National Championships) be approved.

(x) **East End Wastewater Treatment Plant Substantial Completion**

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

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the report of the Director of Engineering Services dated 2007 04 30 concerning East End Wastewater Treatment Plant Substantial Completion be accepted and the recommendation to endorse the date of March 30, 2007 for substantial completion, with holdback sufficient to construct a biofilter cover and stack in 2008 if necessary be approved.

(y) **Contract 2007-1E - Reconstruction of MacDonald Avenue (Pine Street to Lake Street)**

A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-laws 2007-83 and 2007-84 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(z) **Contract 2007-2E - Reconstruction of Shannon Road (Queen Street to Margaret Street)**

A report of the Design and Construction Engineer is attached for the consideration of Council. The relevant By-laws 2007-86 and 2007-87 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(aa) **Resurfacing of City Streets - 2007 - Miscellaneous Construction Program**

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

5. (aa) Mover - Councillor L. Tridico
Seconded - Councillor B. Hayes
Resolved that the report of the Director of Engineering Services dated 2007 04 30 concerning Resurfacing of City Streets - 2007 - Miscellaneous Construction Program be accepted and the recommendation to resurface Wellington Street West and Fifth Line as outlined in the report be approved.
- (bb) **International Building Safety Week Proclamation 2007**
A report of the Chief Building Officer/Property Standards Officer is attached for the consideration of Council.
- (cc) **Agreement Between the City, Province and Police Services**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-73 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (dd) **Provincial Offences Inter-Municipal Agreement - By-Law 2007-75**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2007-75 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (ee) **Physician Recruitment and Retention**
A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2007-76 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (ff) **Sale of No. 4 Fire Hall at 60-66 Old Garden River Road**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-78 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (gg) **Agreement Between the City and Sault Ste. Marie Airport Development Corporation - Provision of Fire Services**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2007-74 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (hh) **Clergue Park Waterfront Walkway**
A report of the Planning Division is attached for the consideration of Council. The relevant By-law 2007-77 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (hh) Mover - Councillor L. Tridico
Seconded - Councillor P. Mick

Resolved that the report of the Planning Division dated 2007 04 30 concerning the Clergue Park Waterfront Walkway be accepted and the Planning Director's recommendation that City Council approve an agreement with Brookfield Power to recognize their contribution to create a demonstration wetland as part of the Clergue Park Waterfront Walkway Project; and further that City Council express their great appreciation to Brookfield Power for their significant contribution to this important community Initiative be endorsed.

(ii) **Clergue Park Waterfront Walkway Lighting**

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

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

Resolved that the report of the Planning Division dated 2007 04 30 concerning the Clergue Park Waterfront Walkway Lighting be accepted and the Planning Director's recommendation that City Council approve the purchase of light fixtures (\$68,800.92) and bollards (\$17,600.00) for the Clergue Park Waterfront Walkway with the funds to come from the project capital account be endorsed.

(jj) **Clergue Park Waterfront Walkway Landscaping Work - City Contract 2007-9E**

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

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

Resolved that the report of the Planning Division dated 2007 04 30 concerning Clergue Park Waterfront Walkway Landscaping Work - City Contract 2007-9E be accepted and the Planning Director's recommendation that City Council award Contract 2007-9E (Clergue Park Waterfront Walkway Landscaping) to Mid Canada Construction in the amount of \$1,104,145.80 (inc. GST); and further that City Council authorize the use of the 2007 trail development budget for this project be endorsed.

(kk) **City Council's Endorsement of FEDNOR Funding Request for an Intern**

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

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

Resolved that the report of the Planning Division dated 2007 04 30 concerning City Council's Endorsement of FEDNOR Funding Request for an Intern be accepted and the Planning Director's recommendation that City Council accept this report as information, and endorses the Planning Division's application to FEDNOR for a 12-month internship position be endorsed.

5. (II) **Rural Residential Development Update**

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

Mover - Councillor L. Tridico

Seconder - Councillor P. Mick

Resolved that the report of the Planning Division dated 2007 04 30 concerning the Rural Residential Development Update be accepted and the Planning Director's recommendation that City Council continue the existing practice of allowing individual lot severances where appropriate, subject to an Official Plan amendment, and that the proposed rural estate subdivision applications listed in this report be processed in accordance with our standard practice, and that future requests for multiple lot severances or new subdivisions be deferred until such time as a review of the City's Official Plan rural area policy is completed and approved by City Council be endorsed.

(mm) **Spring Clean-Up**

A report of the Commissioner of Public Works and Transportation which was tabled at the 2007 01 29 Council Meeting is now presented for the consideration of Council.

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that the report of the Commissioner of Public Works and Transportation dated 2007 01 29 concerning Spring Clean-Up be accepted as information.

PART TWO – REGULAR AGENDA

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

- (a) The following Notice of Motion was read at the 2007 04 16 Council Meeting and is now being presented for the consideration of Council.

Mover - Councillor T. Sheehan

Seconder - Councillor P. Mick

Resolved that City Council direct the Finance Committee to look at ways in which to permanently fund a Youth Initiatives Position for a future year budget; and

Further that their findings be brought back to Council well before "budget night".

7. (b) Mover - Councillor S. Myers
Seconded - Councillor T. Sheehan
Resolved that the appropriate staff be requested to review the need for a policy concerning smoking at the entranceways to municipal buildings and report back to Council.

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

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

AGREEMENTS

- (a) 2007-73 A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board under the Community Policing Partnerships Program for funding for front-line uniformed police officers.
- A report from the City Solicitor is on the agenda.
- (b) 2007-74 A by-law to authorize an agreement between the City and the Sault Ste. Marie Airport Development Corporation for the provision of aircraft emergency rescue and firefighting services.
- A report from the City Solicitor is on the agenda.
- (c) 2007-75 A by-law to authorize an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services.
- A report from the Assistant City Solicitor is on the agenda.
- (d) 2007-76 A by-law to authorize an agreement between the City, the City Sault Ste. Marie Physician Recruitment and Retention Committee, Group Health Centre, Sault Area Hospital and Algoma West Academy of Medicine for the continued recruitment of physicians and health care professionals.
- A report from the Assistant City Solicitor is on the agenda.

10. (e) 2007-77 A by-law to authorize an agreement between the City and Brookfield Power Corporation for funding toward the demonstration wetland at the waterfront walkway.
- A report from the Junior Planner is on the agenda.
- (f) 2007-83 A by-law to authorize a contract agreement with the City and Mid-Canada Construction Corporation for the reconstruction of MacDonald Avenue. (Contract 2007-1E)
- A report from the Design & Construction Engineer is on the agenda.
- (g) 2007-85 A by-law to authorize an agreement between the City and the Government of Canada as represented by the Department of Human Resources and Social Development Housing and Homelessness Branch, Homeless Individuals and Families System Initiative.
- A report from the Community Coordinator, Social Services Department is on the agenda.
- (h) 2007-86 A by-law to authorize an agreement with the City and Palmer Construction Group Inc. for the reconstruction of Shannon Road. (Contract 2007-2E)
- A report from the Design and Construction Engineer is on the agenda.
- (i) 2007-88 A by-law to authorize a customer service agreement between Ontera and the Information Technology Division concerning services required at the City's Cemetery Division.

OFFICIAL PLAN AMENDMENT

- (j) 2007-79 A by-law to adopt Amendment No. 122 of the Official Plan. (Guido)
- (k) 2007-82 A by-law to adopt Amendment No. 123 to the Official Plan. (CTM Design Services O/A Husky Canada)

PROPERTY SALE

- (l) 2007-78 A by-law to authorize the sale of 60-68 Old Garden River Road. (No. 4 Fire Hall)

10. (l) A report from the City Solicitor is on the agenda.

TAXES

- (m) 2007 66 A by-law to provide for the adoption of taxation transition ratios.
- (n) 2007-67 A by-law to provide for the adoption of property tax rates for the adoption of property tax rates for 2007.
- (o) 2007-68 A by-law to provide for the adoption of Education Taxation rates as established by the Province of Ontario.
- (p) 2007-69 A by-law to provide for the adoption of property tax rates for 2007 for both Municipal and Education purposes.

A report from the Commissioner of Finance/Treasurer is on the agenda.

TEMPORARY STREET CLOSING

- (q) 2007-84 A by-law to authorize the temporary closure of MacDonald Avenue from Pine Street to Lake Street for the period commencing May 7, 2007 to October 30, 2007.
- (r) 2007-87 A by-law to authorize the temporary closure of Shannon Road from Queen Street East to Margaret Street for the period commencing May 7, 2007 to October 30, 2007.

A report from the Design and Construction Engineer is on the agenda.

A report from the Design and Construction Engineer is on the agenda.

ZONING

- (s) 2007-80 A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 1275 Trunk Road. (CTM Design Services O/A Husky Canada)
- (t) 2007-81 A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning lands located at Civic No. 11 White Oak Drive. (McRain Developments Inc.)

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor L. Tridico

Seconder - Councillor B. Hayes

Resolved that this Council shall now adjourn.

MAYOR

DEPUTY CITY CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2007 04 16

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Mayor J. Rowsell (out of town)

OFFICIALS: J. Fratesi, M. White, L. Bottos, J. Dolcetti, P. McAuley, B. Freiburger, D. Elliott, D. McConnell, N. Apostle, S. Turco

1. **ADOPTION OF MINUTES**

Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that the Minutes of the Regular Council Meeting of 2007 03 26, the Budget Meeting of 2007 04 10 and the Special Meeting of 2007 04 11 be approved. CARRIED.

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by Councillor L. Tridico

Seconded by Councillor P. Mick

Resolved that the Agenda for the 2007 04 16 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

(a) Gary Premo, President of Sault Ste. Marie and District Labour Council was in attendance concerning Proclamation - Day of Mourning.

(b) Theresa Sharp, Volunteer Appreciation Dinner and Awards Chair was in attendance concerning Proclamation - National Volunteer Week.

4. (c) Evelyn Theriault, Diocesan President Catholic Women's League of Canada was in attendance concerning Proclamation - Catholic Women's League Week.
- (d) Local Canadian Forces members recently returned from Afghanistan were in attendance to receive a recognition plaque from the City.
- (e) Gord Widget, Vice Principal, Korah Collegiate and Vocational High School and the cast of the Algoma District School Board play CATS were in attendance to extend an invitation to the production being held at the Kiwanis Community Theatre Centre May 9th to 12th with all proceeds being donated to the new Sault Area Hospital.
- (f) Candy Mitchell, Chair Downtown Association and Jonathan Hack, IBI Group was in attendance regarding agenda item 6.(6)(f).
- (g) Bob Dumanski was in attendance regarding agenda item 6.(6)(b).
- (h) Frank Provenzano was in attendance regarding agenda item 6.(6)(c).
- (i) Donna Guido was in attendance regarding agenda item 6.(6)(e).

PART ONE – CONSENT AGENDA

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

Moved by Councillor L. Turco

Seconded by Councillor B. Hayes

Resolved that all the items listed under date 2007 04 16 - Part One - Consent Agenda [save and except 5.(u) and 5.(aa)] be approved as recommended.
CARRIED.

- (a) Correspondence from AMO was received by Council.
- (b) Correspondence from the Township of Georgian Bay (concerning Ballast Water Discharge Treatment), the County of Huron (concerning Ontario Disability Support Program funding), the Municipality of Powassan (concerning Drinking Water Quality Management Standard), the Town of Lakeshore (concerning the Greenbelt Act), and the Township of King (concerning Municipal Infrastructure funding) was received by Council.
- (c) Letters from the Minister of Transportation concerning a public transit grant and connecting link grants were received by Council.

5. (d) The letter from the Minister of Municipal Affairs and Housing concerning brownfield redevelopment was received by Council.
- (e) The letter from the Minister of Community and Social Services concerning the Accessibility Directorate of Ontario was received by Council.
- (f) Correspondence from the President and C.E.O., PUC Inc. concerning Impact of Recent Provincial Budget was received by Council.
- (g) Correspondence from the Joint International Bridge Authority concerning March bridge crossings was received by Council.
- (h) The letter from the Medical Officer of Health concerning Pedestrian Charter was accepted by Council.
- (i) The letter from the Chair, Relay for Life, Canadian Cancer Society requesting an exemption to the Noise By-law for Relay for Life event on June 15 and 16, 2007 at the John Rhodes Community Centre was accepted by Council. The relevant By-law 2007-60 is listed under Item 10 of the Minutes.
- (j) The letter from the Rally Coordinator - Sault Ste. Marie H.O.G. Chapter requesting permission for temporary street closings for Foster Drive from Elgin Street to Spring Street and Queen Street West from Andrews Street to Huron Street on August 3 and 4, 2007 was accepted by Council. The relevant By-law 2007-62 is listed under Item 10 of the Minutes.
- (k) The letter requesting permission for private property liquor license extensions was accepted by Council.

Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written request for liquor license extensions on private property for outdoor events on the following stated dates and times:

Docks Riverfront Grill, 89 Foster Drive

July 1 - Canada Day - 12:00 noon until 2:00 a.m.

July 4 - Independence Day - 12:00 noon until 2:00 a.m.

August 25 - Salmon Derby - 12:00 noon until 2:00 a.m.

August 26 - Salmon Derby - 12:00 noon until 9:00 p.m. CARRIED.

- (l) Correspondence concerning request for permission to hold a Special Occasion permit event at a municipal facility was accepted by Council.

5. (l) Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the following request to hold a Special Occasion permit event at a municipal facility on the stated date and times be endorsed by City Council:
Seniors Drop-In Centre Main Hall
Northland Chorus
April 21, 2007 - 10:00 p.m. to 1:00 a.m. CARRIED.

(m) **Council Travel**

Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that Councillors Terry Sheehan, Lou Turco, Susan Myers, Pat Mick, Steve Butland and James Caicco be authorized to travel to the 2007 AMO Annual Conference being held in Ottawa (4 days in August) at an estimated cost of \$1,900.00 to the City. CARRIED.

Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that Councillor Lou Turco be authorized to travel to (1) an AMO Executive Meeting being held in Toronto (two days in April) at a cost of \$300.00 to the City; and (2) an MOU Executive Meeting being held in Toronto (two days in May) at a cost of \$300.00 to the City. CARRIED.

- (n) Correspondence from AMO concerning an invitation for the Chief Administrative Officer to participate in the Provincial-Municipal Infrastructure Table was accepted by Council.

Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that Council authorize the Chief Administrative Officer to participate in the Provincial-Municipal Infrastructure Table, and
Further that the Chief Administrative Officer be authorized to travel as required for the meetings of the Provincial-Municipal Infrastructure Table (estimated two meetings/month for six months). CARRIED.

(o) **Staff Travel Requests**

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

Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2007 04 16 be approved as requested. CARRIED.

(p) **Tender for Traffic Marking Paint**

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

5. (p) Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Manager of Purchasing dated 2007 04 16 be endorsed and that the tender for the supply and delivery of Traffic Marking Paint, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED.
- (q) **Quotation to Rent Four (4) Loader/Backhoes**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Manager of Purchasing dated 2007 04 16 be endorsed and that the quotation for the rental of Four (4) Loader/Backhoes, required by the Public Works and Transportation Department, be awarded as recommended. CARRIED.
- (r) **Notice of Default - 2006 Municipal Election**
The report of the Deputy City Clerk was accepted by Council.

Moved by Councillor L. Turco
Seconded by Councillor B. Hayes
Resolved that the report of the Deputy City Clerk dated 2007 04 16 concerning Notice of Default - 2006 Municipal Election be accepted as information. CARRIED.
- (s) **Cemetery Software Acquisition/Communication Upgrade**
The report of the Deputy City Clerk and Manager of Quality Improvement was accepted by Council.

Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2007 04 16 concerning Cemetery Software Acquisition/Communication Upgrade be accepted and the recommendation to acquire cemetery software from Stone Orchard Software and acquire associated hardware and communications equipment upgrades for a total estimated cost of \$115,000.00 with funding to come from the Cemetery Reserve be approved. CARRIED.
- (t) **Bellevue Marina - Fuel Tank Replacements**
The report of the Commissioner of Community Services was accepted by Council.

5. (t) Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Commissioner of Community Services dated 2007 04 16 be accepted and that the recommendation to authorize STEM Engineering to proceed with phase one of the project at a cost of \$5,000.00, funded by the Marina Reserve Account, be approved. CARRIED.
- (u) **Memorandum of Understanding With Tourism Sault Ste. Marie Regarding a Portable Hardwood Basketball Floor**
The report of the Commissioner of Community Services was received by Council.

Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that agenda item 5.(u) BE REFERRED to staff for review and further report to Council. CARRIED.

Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Commissioner of Community Services dated 2007 04 16 be accepted and that the Commissioner of Community Services be authorized to sign a Memorandum of Understanding With Tourism Sault Ste. Marie concerning a portable hardwood basketball floor with the cost of \$5,000.00 funded from the Pepsi rebate account be approved. OFFICIALLY READ NOT DEALT WITH.
- (v) **Steelback Centre - Phase 2 and 3 Suites Update**
The report of the Commissioner of Community Services was accepted by Council.

Moved by Councillor L. Turco
Seconded by Councillor B. Hayes
Resolved that the report of the Commissioner of Community Services dated 2007 04 16 concerning Steelback Centre - Phase 2 and 3 Suites Update be accepted as information. CARRIED.
- (w) **Contract 2007-7E - Pim Street Sewage Pumping Station Upgrade**
The report of the Land Development and Environmental Engineer was accepted by Council. The relevant By-law 2007-63 is listed under Item 10 of the Minutes.
- (x) **Landfill Site, Operations and Monitoring 2006 - Environmental Monitoring Committee**
The report of the Land Development and Environmental Engineer was accepted by Council.

5. (x) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the report of the Land Development and Environmental Engineer dated 2007 04 16 concerning Landfill Site, Operations and Monitoring 2006 - Environmental Monitoring Committee be accepted as information. CARRIED.
- (y) **Sidewalk on Queen Street Near Pinewood School - Dacey Road to Queensgate Boulevard**
The report of the Director of Engineering Services was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Director of Engineering Services dated 2007 04 16 concerning Sidewalk on Queen Street Near Pinewood School - Dacey Road to Queensgate Boulevard be accepted and the recommendation to place this project on the Engineering Department's new sidewalk list be approved. CARRIED.
- (z) **Third Line Extension/Upgrades - Notice of Filing of Addendum**
The report of the Director of Engineering Services was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Director of Engineering Services dated 2007 04 16 concerning Third Line Extension/Upgrades - Notice of Filing of Addendum be accepted as information. CARRIED.
- (aa) **Wastewater Treatment Plants - Management of Biosolids**
The report of the Director of Engineering Services was accepted by Council.
- Moved by Councillor S. Butland
Seconded by Councillor P. Mick
Resolved that agenda item 5.(aa) BE DEFERRED to the May 14, 2007 Council Meeting. CARRIED.
- Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the report of the Director of Engineering Services dated 2007 04 16 concerning Wastewater Treatment Plants - Management of Biosolids be accepted and the recommendation to invite proposals to conduct a biosolids management/disposal study at a cost not to exceed \$50,000.00 with funding from the sewer surcharge account be approved. OFFICIALLY READ NOT DEALT WITH.

5. (bb) **Delegation of Treasurer's Powers Relating to Tax Collection**
The report of the City Solicitor was accepted by Council. The relevant By-law 2007-59 is listed under Item 10 of the Minutes.
- (cc) **Willow and McNabb Intersection**
The report of the Deputy Commissioner of Public Works and Transportation was accepted by Council.
- Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2007 04 16 concerning signage at the intersection of Willow and McNabb be accepted and the recommendations contained therein be approved. CARRIED.
- (dd) **Transit Service Enhancement "Trans-Cab" Pilot Project**
The report of the Manager of Transit was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor B. Hayes
Resolved that the report of the Manager of Transit dated 2007 04 16 concerning the tender for a taxi contractor to operate on a yearly basis, a fixed-route shared-ride transportation service be accepted and the recommendations contained therein be approved. CARRIED.
- (ee) **Bus Stop Infrastructure - Transit Services Division**
The report of the Manager of Transit was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Manager of Transit dated 2007 04 16 concerning the tender for bus shelters, benches and garbage receptacles be accepted and the recommendation to tender for 10 bus shelters and related bus stop infrastructure at a total cost of \$50,000.00 to be funded from Dedicated Provincial Gas Tax Revenue be approved. CARRIED.
- (ff) **GPS (Global Positioning System)/AVL (Automatic Vehicle Location) System for Public Works and Transportation Department - Transit Services Division**
The report of the Manager of Transit was accepted by Council.

5. (ff) Moved by Councillor L. Turco
Seconded by Councillor B. Hayes
Resolved that the report of the Manager of Transit dated 2007 04 16 concerning the GPS/AVL System for Public Works and Transportation Department - Transit Services Division be accepted and the recommendation to supply and install the GPS/AVL System on transit buses at a cost of \$50,000.00 with funding from the Dedicated Provincial Gas Tax Revenue be approved. CARRIED.

(gg) **Fees Charged by Police Services Board**

The report of the Chief of Police was accepted by Council. The relevant By-law 2007-72 is listed under Item 10 of the Minutes.

Councillor L. Turco declared a pecuniary interest - spouse employed by the Police Service.

(hh) **False Alarm - Fee Recovery Program**

The report of the Chief of Police was accepted by Council. The relevant By-law 2007-72 is listed under Item 10 of the Minutes.

Councillor L. Turco declared a pecuniary interest - spouse employed by the Police Service.

(ii) **Business Plan 2007 - 2009**

The report of the Chief of Police was accepted by Council.

Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that the report of the Chief of Police dated 2007 04 16 concerning Business Plan 2007 - 2009 be accepted as information. CARRIED.

Councillor L. Turco declared a pecuniary interest - spouse employed by the Police Service.

(jj) **Business Plan - Results Year Three**

The report of the Chief of Police was accepted by Council.

Moved by Councillor L. Tridico

Seconded by Councillor B. Hayes

Resolved that the report of the Chief of Police dated 2007 04 16 concerning Business Plan - Results Year Three be accepted as information. CARRIED.

Councillor L. Turco declared a pecuniary interest - spouse employed by the Police Service.

5. (kk) The news release from Algoma Steel Inc. and Essar Steel Holdings Limited concerning Essar Global to acquire Algoma Steel Inc. for Cdn. \$1.85 billion was received by Council.

PART TWO – REGULAR AGENDA

REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

- (a) **Application No. A-27-06-Z - City of Sault Ste. Marie - Public Notice of Minor Amendments to Zoning By-law 2005-150 and Special Exceptions By-law 2005-151**

The report of the Planning Division was accepted by Council.

Moved by Councillor L. Tridico

Seconded by Councillor P. Mick

Resolved that the report of the Planning Division dated 2007 04 16 concerning Application No. A-27-06-Z - The Corporation of the City of Sault Ste. Marie be accepted and the Planning Director's recommendation that City Council approve Application No. A-27-06-Z, Minor Amendments to Zoning By-law 2005-150 and Special Exceptions By-law 2005-151 be endorsed. CARRIED.

- (b) **Application No. A-5-07-Z - Sar-Gin Developments (Sault) Limited - 671, 671A and 683 Great Northern Road - Request to Consolidate and Amend the Existing Special Exception to Better Reflect the New Zoning By-law and to Increase the Amount of Permitted Retail Sales**

The report of the Planning Division was accepted by Council.

Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that the report of the Planning Division dated 2007 04 16 concerning Application No. A-5-07-Z - Sar-Gin Developments (Sault) Limited be accepted and the Planning Director's recommendation that City Council approve an amendment to Special Exception 215, subject to the 11 conditions contained in the report be endorsed. CARRIED.

- (c) **Application No. A-6-07-Z - McRain Developments Inc. - 11 White Oak Drive - Request to Rezone to Permit the Sales and Service of Furniture and Appliances**

The report of the Planning Division was accepted by Council.

6. (6)
(c) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that the report of the Planning Division dated 2007 04 16 concerning Application No. A-6-07-Z - McRain Developments Inc. be accepted and the Planning Director's recommendation that City Council approve the rezoning by way of a Special Exception to permit the 'Sales and Service of Furniture and Appliances', in addition to those uses permitted in a Light Industrial Zone (M1) and subject to the following condition: 1. Outdoor storage is not permitted on the subject property be endorsed. CARRIED.
- (d) **Application No. A-7-07-Z.OP - CTM Design Services O/A Husky Canada - 1275 Trunk Road - Request to Amend and Rezone in Order to Facilitate the Redevelopment of Existing Husky Canada Truck Stop**
The report of the Planning Division was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Planning Division dated 2007 04 16 concerning Application No. A-7-07-Z.OP - CTM Design Services O/A Husky Canada be accepted and the Planning Director's recommendation that City Council approve 1. Official Plan Amendment No. 122 and 2. The rezoning of an additional 70m (230') beyond the existing Highway Zone boundary, from Rural Area (RA) to Highway Zone (HZ) be endorsed. CARRIED.
- (e) **Application No. A-8-07-OP - Attilio and Santa Guido - 68 Anderson Road - Request to Amend to Permit the Creation of a New Rural Area Lot for Residential Purposes**
The report of the Planning Division was accepted by Council.
- Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that the report of the Planning Division dated 2007 04 16 concerning Application No. A-8-07-OP - Attilio and Santa Guido be accepted and the Planning Director's recommendation that City Council approve Official Plan Amendment No. 123 be endorsed. CARRIED.
- (f) **Downtown Development Initiative Update**
The report of the Planning Division was accepted by Council.

6. (6)

(f) Moved by Councillor L. Turco
Seconded by Councillor B. Hayes

Resolved that the report of the Planning Division dated 2007 04 16 concerning the Downtown Development Initiative Update be accepted and the Planning Director's recommendation that City Council approve the proposed Downtown Community Development Plan, which allows the municipality to provide financial incentive grants and programs and directs public capital improvements for the Downtown subject to the 5 conditions contained in the report be endorsed. CARRIED.

(g) **Cycling Master Plan Update**

The report of the Planning Division was accepted by Council. The relevant By-law 2007-70 is listed under Item 10 of the Minutes.

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

Resolved that the report of the Planning Division dated 2007 04 16 concerning the Cycling Master Plan Update be accepted and the Planning Director's recommendation that City Council authorize an agreement with Marshal Macklin Monahan to undertake and complete the Cycling Master Plan update at a total cost not to exceed \$45,000.00 be endorsed. CARRIED.

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

(a) The following Notice of Motion was read at the 2007 03 26 Council Meeting and is now being presented for the consideration of Council.

Moved by Councillor L. Tridico
Seconded by Councillor D. Celetti

Resolved that any travel requests made by the Mayor and Councillors for out-of-town business funded by the taxpayers be accompanied by information regarding the travel requests; and

Further be it resolved that upon their return, a detailed report must be submitted regarding the meeting; and

Further this report should outline the short and long term economic return to our community. TABLED FOR 4 WEEKS.

7. (b) Notice of Motion

Mover - Councillor T. Sheehan

Seconded- - Councillor P. Mick

Resolved that City Council direct the Finance Committee to look at ways in which to permanently fund a Youth Initiatives Position for a future year budget; and

Further that their findings be brought back to Council well before "budget night".

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

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that all the by-laws listed under Item 10 of the agenda under date 2007 04 16 be approved. CARRIED.

(a) Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that By-law 2007-18 being a by-law to authorize the construction of a concrete sidewalk on Queen Street East from Dacey Road to Queensgate Boulevard under Section 3 of the Municipal Act, 2001, Ontario Regulation 119/03 be read a third time this 16th day of April, 2007. CARRIED.

(b) Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that By-law 2007-59 being a by-law to Delegate the Powers and Duties of the Treasurer with Respect to the Collection of Taxes be read three times and passed in Open Council this 16th dy of April, 2007. CARRIED.

(c) Moved by Councillor L. Turco

Seconded by Councillor P. Mick

Resolved that By-law 2007-60 being a by-law to amend By-laws 80-200 and By-law 4100 dealing with the exemption from the noise control by-laws for the Canadian Cancer Society's 7th Annual Relay for Life Event be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.

10. (d) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-61 being a by-law to authorize the execution of a Letter of Agreement between the City and the Ontario Minister of Transportation for funding under the Ontario Bus Replacement Program be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.
- (e) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-62 being a by-law to permit the temporary street closing of Foster Drive, from St. Mary's River Drive to Spring Street and the temporary closing of Queen Street West from Andrew Street to Huron Street be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.
- (f) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-63 being a by-law to authorize an agreement with the City and Cecchetto and Sons Limited for the Pim Street Pumping Station Upgrade Project (Contract 2007-7E) be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.
- (g) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-64 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning 31 Trunk Road be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.
- (h) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-65 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.
- (i) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-70 being a by-law to authorize an agreement with the City and Marshall Macklin Monaghan Limited to undertake and complete the Cycling Master Plan update at a total cost not to exceed \$45,000.00 be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.

10. (j) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-71 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 671-683 Great Northern Road be read three times and passed in Open Council this 16th day of April, 2007. [Sar-Gin Developments (Sault) Limited]. CARRIED.
- (k) Moved by Councillor L. Turco
Seconded by Councillor P. Mick
Resolved that By-law 2007-72 being a by-law to authorize the charging of fees for services and activities provided by the Police Services Board and to repeal By-law 2002-3 and amend Schedule "A" to By-law 2002-28 be read three times and passed in Open Council this 16th day of April, 2007. CARRIED.

Councillor L. Turco declared a pecuniary interest - spouse employed by Police Service.

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

12. **ADJOURNMENT**

Moved by Councillor L. Tridico
Seconded by Councillor P. Mick
Resolved that this Council shall now adjourn. CARRIED.

ACTING MAYOR

DEPUTY CITY CLERK



REQUEST FOR NOMINATIONS

2007 – 2008 AMO Board of Directors

April 23, 2007

To: Head and Members of Council
From: Jim Wilson, Secretary-Treasurer, AMO
Kathy Zammit, Chief Returning Officer, AMO

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2007 – 2008 AMO Board of Directors.

Attached please find:

- *A summary of the offices for each caucus for which elections will be held at the 2007 Annual Meeting;*
- *An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and*
- *Nomination Form*

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Board.

Please forward a completed Nomination Form to the Association of Municipalities of Ontario via fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director. **Qualified Nominees must obtain a Council resolution of support which also specifies the Caucus for which the individual is nominated. A completed Nomination Form and supporting material must be received no later than 4:00 p.m. Thursday, June 21, 2007. Nominations will not be accepted beyond that date.**

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416) 971-9856, ext. 316, e-mail pvanini@amo.on.ca or Lorna Ruder, Executive Assistant, ext. 341, or lruder@amo.on.ca.



ANNUAL TIME COMMITMENT AMO Board of Directors and Executive Committee

The following is an estimate of time individuals can normally expect to devote for service on the AMO Board of Directors and Executive Committee (i.e. Chair of each Caucus).

Executive Meetings	10 days
Memorandum of Understanding Meetings (Executive Committee)	10 days
Board Meetings	7 days
AMO Conference	3 days
Other Commitments (task forces, other meetings)	up to 6 days depending on interest

Board Meetings:

Board meetings are normally held on the fourth Friday in September, November, January, March and June and on the Saturday and sometimes the Sunday prior to the AMO Annual Conference in August. The June meeting is normally held in the President's home municipality. In addition to the six Board meetings, Board members may also serve on AMO Task Forces.

Executive Meetings:

Executive meetings are held on the Thursday before a scheduled Board meeting and on the fourth Friday of the month when there is no Board meeting. Memorandum of Understanding (MOU) meetings are specifically scheduled and are generally monthly.



SUMMARY OF OFFICES AMO Board of Directors 2007 – 2008

Elections will be held for the 2007 – 2008 AMO Board of Directors consistent with the AMO By-law No. 1:

The President and the Secretary-Treasurer shall each serve a two-year term, therefore there is no election for those positions until 2008.

- **6 County Caucus Directors.** *To be Elected:* Three elected officials and one municipal employee to be elected by caucus constituency at the conference. *Appointed:* Chairs of the Eastern and Western Ontario Wardens Caucuses.
- **7 Large Urban Caucus Directors.** *To be Elected:* Five elected officials and one municipal employee to be elected by caucus constituency at the conference. *Appointed:* Chair of the Large Urban Mayors' Caucus of Ontario.
- **6 Northern Caucus Directors.** *To be Elected:* Three elected officials and one municipal employee to be elected by caucus constituency at the conference: two from the Northeast and two from the Northwest. *Appointed:* Chairs of the Federation of Northeastern Ontario Municipalities and the Northern Ontario Municipal Association.
- **7 Regional and Single Tier Caucus Directors.** *To be elected:* Six elected officials to be elected by caucus constituency at the conference. *Appointed:* Chair of the Mayors and Regional Chairs of Ontario's Single Tier Cities and Regions.
- **6 Rural Caucus Directors.** *To be elected:* Four elected officials and one municipal employee to be elected by caucus constituency at the conference. *Appointed:* Chair of the Rural Ontario Municipal Association.
- **6 Small Urban Caucus Directors.** Four elected officials and one municipal employee to be elected by caucus constituency at the conference. *Appointed:* Chair of Ontario Small Urban Municipalities.

Each of the above caucus members shall serve a one-year term.



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 E-mail: amo@amo.on.ca

MEMBER COMMUNICATION

ALERT N°: 07-021

To the attention of the Clerk and Council
 April 11, 2007

FOR MORE INFORMATION CONTACT:
 Judy Dezell, Project Manager
 (416) 971-9856 ext 306

Federal Public Transit Capital Trust Funds

Issue: As part of the Ontario Budget 2007, the Provincial Government commitment to immediately flow through the Federal Government's "Public Transit Capital Trust" funds of \$352 million (\$277 million for transit infrastructure and \$75 million for public transit capital) to transit-operating municipalities by March 31, 2007 based on transit ridership, but did not provide specific details.

AMO now has further details from the Ontario Government regarding distribution of these additional funds.

Background: In June 2005, AMO signed an "Agreement in Principle" for the transfer of Federal public transit funds which indicated two years of funding. In the interim, before the funding agreement was signed between Canada and AMO on March 30, 2007, a new Federal government came into power that resulted in a slightly different policy direction.

The new funding agreement represented Year One of the "Agreement in Principle". The 2006 Federal Budget then assumed the funding targeted for 2006-07, enriched it with two additional years of funding (2007-08; 2008-09), to establish a ridership-based "Federal Public Transit Capital Trust". The distribution of this trust was to be paid once the Federal books closed (September 2006) subject to confirmation of a Federal surplus. In September 2006, the public accounts indeed confirmed a \$13 billion Federal surplus and the trust funds were immediately disbursed to all provinces and territories based on a per capita allocation. In the case of Ontario, the disbursement was \$352 million.

In the 2006 Fall Economic Statement, the Ontario Government identified revenue receipts for the \$352 million Federal Government trust, but did not commit to disbursement of these revenues to municipalities pending successful resolution of negotiations with the Federal Government related to the Canada-Ontario Agreement.

In the recent Ontario Budget 2007, the Provincial Government announced a plan to unlock the \$352 million of the Federal Public Transit Capital Trust to be allocated by March 31, 2007 based on transit ridership to transit operating municipalities. The funding has now been disbursed to transit operating municipalities as an unconditional grant.

Attached identifies how much each transit-providing municipality should have been paid before the end of March 2007.

Action: For information.

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



Ministry of Transportation
 Year End Investment by Program
 Budget Announcement March 22, 2007

PUBLIC TRANSIT CAPITAL
TRUST PROGRAM (Page 1 of 2)

MUNICIPALITY	TOTAL PAYMENT
Barrie	1,079,597.88
Belleville	434,122.76
Blind River	884.66
Brampton	4,550,939.13
Brantford	745,728.48
Brockville	40,022.84
Burlington	840,490.31
Chapleau	822.13
Chatham-Kent	143,957.24
Clarence-Rockland	61,049.96
Cobourg	34,443.88
Cochrane	3,093.42
Collingwood	33,049.61
Cornwall	431,354.36
Dryden	2,391.49
Durham Region	3,517,384.35
Dysart et al	845.17
Elliot Lake	71,642.50
Espanola	1,995.49
Fort Erie	20,006.40
Fort Frances	11,488.88
Greenstone	3,028.05
Guelph	2,772,795.04
Halton Hills	1,322.27
Hamilton	11,147,927.39
Hanover	12,641.66
Hearst	3,429.43
Huntsville	8,674.07
Ingersoll	4,687.15
Kapuskasing	6,983.71
Kawartha Lakes	41,747.35
Kenora	28,723.93
Kingston	1,489,421.75
Lanark County	929.75
LaSalle	452.98
Leamington	13,755.32
London	9,604,139.82

5(a)

PUBLIC TRANSIT CAPITAL TRUST PROGRAM (Page 2 of 2)	
MUNICIPALITY	TOTAL PAYMENT
Loyalist Township	45,733.95
Meaford	2,845.32
Midland	24,214.02
Milton	32,952.84
Mississauga	13,987,109.52
Niagara Falls	621,660.94
North Bay	1,175,392.78
North Huron	2,420.97
North Perth	1,732.78
Oakville	1,237,381.59
Orangeville	26,543.30
Orillia	142,145.86
Ottawa	46,882,973.90
Owen Sound	122,063.65
Peel	114,411.59
Pembroke	6,517.91
Perth East	2,630.77
Peterborough City	1,264,696.25
Peterborough County	1,102.73
Point Edward	7,064.43
Port Colborne	2,423.26
Port Hope, Town	23,202.93
Quinte West	5,475.20
Renfrew	9,895.27
Sarnia	483,816.33
Sault Ste Marie	853,483.75
Schreiber	1,099.75
St Catharines	2,212,006.23
St Marys	5,617.75
St Thomas	182,597.40
Stratford	302,351.79
Sudbury (Greater)	2,151,673.65
Temiskaming Shores	44,792.41
Thorold	81,649.64
Thunder Bay	1,616,312.69
Timmins	406,443.02
Toronto	222,594,978.73
Trent Hills	1,893.29
Waterloo Region	6,521,216.35
Welland	190,780.34
West Elgin	776.92
West Perth (was Mitchell)	3,014.00
Windsor	3,047,999.86
Woodstock	131,637.60
York Region	7,736,096.15
TOTAL	\$351,478,800.00



Association of Municipalities of Ontario

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E-mail: amo@amo.on.ca

ALERT
ALERT
ALERT

MEMBER COMMUNICATION

ALERT N°: 07-022

To the attention of the Clerk and Council
April 12, 2007

FOR MORE INFORMATION CONTACT:
Laurel McCosham, Policy Advisor
(416) 971-9856 ext 315

AMO Report to Members on March 2007 Board Meeting

As part of its commitment to keep members informed, AMO will update members on important issues that are considered at regular meetings of the AMO Board of Directors. Highlights of the March 2007 Board meeting follow:

- **Species at Risk**

The Board considered a technical briefing from the Ministry of Natural Resources on updated legislation for Species at Risk. Members expressed dissatisfaction at several features of the legislation. Ministry staff was advised of the need for further discussions with the sector and other stakeholders before proceeding on this issue. The following motion was passed:

“AMO believes that the protection of species is an important matter, however, AMO strongly encourages the Province to delay any Standing Committee Hearing process and put in place a series of meetings with municipal governments and other key stakeholders, to be held across the province that would offer the opportunity for question and answers about the proposed legislation. This would help achieve a better understanding of the proposed legislation, its flexibility, new process, rules and enforcement. This interim step would offer a better opportunity to discuss matters than is normally achieved at Standing Committee. An interim step would help for more informed submissions and presentations to Standing Committee on ideas to ensure the legislation is clear and does not bring unintended consequences.”

A copy of this motion will be forwarded to the Minister of Natural Resources, other relevant Ministers, as well as to the leaders of the main provincial parties.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **Best Practices Blue Box Program Plan**

The Board was asked to provide direction to the Municipal-Industry Program Committee (MIPC) of Waste Diversion Ontario (WDO) regarding the WDO Best Practices KPMG Project. The project aims to determine the Ontario net system best practice cost for determining the stewards' contribution, and to identify best practice activities, which are to be correlated to costs. Municipal representatives at MIPC are concerned that there would be no correlation between costs and best practices.

Municipal representatives of MIPC were seeking Board direction to ensure that there is a correlation between best practices and stewards' fees. Endorsing the recommendations of municipal MIPC representatives, the Board unanimously agreed that further AMO support of the project would be contingent on the correlation between best practice activities and steward fees. Should no correlation be found, municipal representatives are to renegotiate



Member Communication

the Cost Containment Plan with Stewardship Ontario and Waste Diversion Ontario with a new methodology other than Best Practice. The Board also indicated that the Minister of the Environment should be made aware of these very serious issues and be requested to provide a new direction to Waste Diversion Ontario to ensure that municipalities are paid 50 per cent of their total net costs of the Blue Box Program in line with stipulations under the *Waste Diversion Act*. Finally, the Board raised the issue of applying best practices to packaging, in accordance with enhanced producer responsibilities. This is an issue that requires immediate attention from the Blue Box Program Stewards.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **AMO Principles for Housing in Ontario**

The Board considered a set of principles for housing developed by AMO staff. In light of municipalities' role providing social housing, the importance of a strong municipal voice on this issue was noted. Members agreed that the principles represented a very progressive step in terms of social housing policy in Ontario. The Board provided a strong endorsement of the AMO Principles for Housing which will now be communicated to the provincial and federal governments. These principles will serve as the basis for future AMO discussions on housing in Ontario. Please see AMO [Alert 07/018](#) for additional information.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca ext: 329

- **Proposed Ontario Public Health Standards**

The Board considered a set of recommendations from the AMO Public Health Task Force regarding the Ministry of Health and Long Term Care's proposed Ontario Public Health Standards. Support was expressed for the flexibility the Standards provide. However, because the protocols that will guide service delivery have not yet been created, a cautious approach was advised. The Board approved the recommendations of the Task Force. These recommendations will now be forwarded to the Co-Chairs of the Technical Review Committee for consideration.

Contact: Petra Wolfbeiss, Senior Policy Advisor, email: pwolfbeiss@amo.on.ca ext: 329

- **WDO Board Restructuring**

The Board received an update on the proposed restructuring of the Waste Diversion Ontario (WDO) Board. The Board endorsed the new governance model as supported by the WDO Board. The proposed restructuring of the WDO Board is now before the Minister of the Environment for approval.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **Municipal Hazardous or Special Waste Program Plan (MHSW)**

The Board received an update on the public consultation that is taking place on the development of the preliminary Household Hazardous and Special Waste (MHSW) Program Plan. The plan is scheduled for completion in late May 2007 when it will be considered for endorsement by the WDO. It will then proceed to the Minister of the Environment for approval. Further details on the proposed plan will be provided to the AMO Executive at its April 2007 meeting.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

Member Communication

ALERT

- **Penalty Policies for Over-Reporting on Municipal Blue Box Datacall**

The Board considered a revision to the penalty policy for over-reporting on municipal blue box datacall. It was proposed that the penalty policy be modified to ensure that all municipalities which over-report by more than 2% are subject to penalties. It was recommended that this policy be applied to the 2005 audited programs which over-reported. The Board approved the proposal, which will now be communicated to MIPC for recommendation to the WDO.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **LCBO Funding Distribution to Municipalities**

The Board was asked to consider how the \$5 million LCBO funding commitment from the deposit return program should be distributed to municipalities. Expressing agreement with the AMO Waste Management Task Force's recommendation, the Board decided that distribution should be based on total glass marketed by program.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **Funding for Print and Media Campaign to Encourage Recycling**

Municipal MIPC representatives requested direction from the Board on the issue of funding the blue box print and media campaign through the Effectiveness and Efficiency (E&E) fund. Consisting of two commercials and some print media designed to encourage recycling, the campaign was initially intended for the Greater Toronto Area (GTA). Once completed, however, it became evident that all Ontario municipalities stood to benefit from the ads. Province-wide broadcasting costs amount to \$3.1 million.

The Board supported the broadcast of the commercials across Ontario with one third of the \$3.1 million total cost flowing from the E&E fund. The remaining two thirds of the cost will be requested from the Ministry of the Environment and Stewardship Ontario. AMO staff will report on the responses from MOE and Stewardship Ontario at the AMO Executive's April 2007 meeting.

Contact: Milena Avramovic, Senior Policy Advisor, email: milena@amo.on.ca ext: 342

- **Fine Reductions under the *Provincial Offences Act***

The Board discussed the issue of fine reductions being ordered by JPs in POA cases where the defendant has made a charitable donation. While concern was expressed with respect to funding implications for local charities, Board members indicated that such fine reductions were not an appropriate use of the POA system. The Board approved that a letter be sent to the Ministry of the Attorney General asking him to advise JPs and MAG officials that this practice is inappropriate.

Contact: Laurel McCosham, Policy Advisor, email: lmccosham@amo.on.ca ext: 315

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

5(a)



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Toronto, ON M5G 1E6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca

MEMBER COMMUNICATION

ALERT N°: 07/023

To the attention of the Clerk and Council
April 20, 2007

FOR MORE INFORMATION CONTACT:
Milena Avramovic, AMO Senior Policy Advisor
(416) 971-9856 ext 342

Membership Support for Revised Discussion Paper on Strengthening Extended Producer Responsibility for Ontario's Blue Box

Issue: The Association of Municipalities of Ontario (AMO) and the Association of Municipal Recycling Coordinators (AMRC) are requesting membership support of the revised version of the discussion paper on Extended Producer Responsibility (EPR).

Background:

In February of 2007, AMO/AMRC released a discussion paper on EPR for consultation to the AMO and AMRC membership. This paper focused on the inequities of the current Blue Box funding mechanism and proposed a new funding mechanism that recommended industry be made to pay 100% of the costs for non-recovered Consumer Packaging and Printed Paper (CPPP). This was accompanied by a list of recommendations of how to improve the effectiveness of the Blue Box through litter reduction initiatives, strengthening recycling markets and encouraging EPR at a federal level.

As a result of the comments received during the consultation period from both municipalities and industry, the discussion paper has been modified to recommend a phased-in approach to full EPR for CPPP. The first phase would establish a 50% cost sharing arrangement between industry and municipalities for the full cost of recyclable CPPP, which includes a portion of litter and garbage costs. The second phase would require a full EPR system that requires industry to take on 100% of the full cost all CPPP.

Action:

AMO is asking its members to review and support the modified version of the discussion paper on Extended Producer Responsibility. The revised, 2nd Draft EPR discussion paper (April, 2007) can be accessed on the [AMO website](http://www.amo.on.ca). If you wish to view the 1st Draft EPR Discussion Paper (February, 2007), please click [here](#).

Please forward your municipality's comments and / or supporting resolutions, by May 20th, 2007, to:

Milena Avramovic, Senior Policy Advisor
Association of Municipalities of Ontario
393 University Avenue, Suite 1701
Toronto, Ontario M5G 1E6

Or by Fax: Milena Avramovic at 416-971-6191

Or by e-mail to: milena@amo.on.ca

And please cc: to mcameron@amo.on.ca

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





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 Tel.: (416) 971-9856 | Fax: (416) 971-6191
 E-mail: amo@amo.on.ca

MEMBER COMMUNICATION

ALERT N°: 07/025

To the attention of the Clerk and Council
 April 25, 2007

FOR MORE INFORMATION CONTACT:
 Milena Avramovic
 AMO Senior Policy Advisor
 (416) 971-9856 ext 342

Proposed Changes to the Waste Diversion Act

Issue: The Association of Municipalities of Ontario (AMO) and the Association of Municipal Recycling Coordinators (AMRC) have prepared a discussion paper proposing changes to the *Waste Diversion Act* (WDA). We are looking for municipal input about what is being proposed.

Background:

The WDA came into force in June of 2002, and a review of it is fast approaching. In preparation for the review, AMO and AMRC have prepared a discussion paper for municipal review and input.

The establishment of the *Waste Diversion Act* was an important step in acknowledging and defining the responsibilities of industry stewards who produce, import and market products within this jurisdiction. It also set the framework for the promotion, diversion and recycling of "designated wastes" and provided a financial cost-sharing partnership with industry funding organizations for wastes designated under the Act.

2007 marks the first opportunity to review the provisions and intent of the WDA. While many facets of the Act have served both industry and municipalities well in establishing and governing the cost management framework, AMO and AMRC regard this review as a timely opportunity to provide a needed impetus for policy and program leadership to be reflected within the WDA and the governance structure of Waste Diversion Ontario.

It is AMO and AMRC's position that the recommendations contained within this discussion paper continue to ensure fairness and transparency in the legislation as well as meet the needs of our members. AMO/AMRC municipal Waste Management Task Force representatives will be presenting this discussion paper to staff from *WDO* and *Stewardship Ontario* in May of 2007.

The discussion paper can be viewed on the [AMO website](#).

Recommendations:

That municipalities provide AMO with observations and input on the proposed changes to the WDA by July 16, 2007.

Milena Avramovic, Senior Policy Advisor
Association of Municipalities of Ontario
 393 University Avenue, Suite 1701
 Toronto, Ontario M5G 1E6

Or by Fax: Milena Avramovic at 416-971-6191

Or by e-mail to: milena@amo.on.ca

And please cc: to mcameron@amo.on.ca

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





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MEMBER COMMUNICATION

ALERT N°: 07/024

To the attention of the Clerk and Council
April 25, 2007

FOR MORE INFORMATION CONTACT:
Laurel McCosham, AMO Policy Advisor
(416) 971-9856 ext 315

Update on Highway Traffic Act Hours of Service Regulation

Issue:

The Hon. Minister of Transportation, Donna Cansfield, has indicated that the Ministry of Transportation (MTO) will work with AMO to identify and implement appropriate exemptions from Regulation 555/06 "Hours of Service" of the *Highway Traffic Act* for municipalities. (To view the letter indicating this commitment, please [click here](#).)

Background:

Regulation 555/06 came into effect January 1, 2007. Mirroring federal legislation, the new regulation introduced new cycle requirements for commercial drivers as well as additional record-keeping obligations. Intended to ensure that commercial drivers enjoy adequate rest periods, the changes also had an impact on drivers of municipal vehicles. The regulation presented a particular challenge to municipal snow removal activities which were severely affected by new limits on hours of work. These limits along with new record-keeping requirements imposed a considerable burden on municipal resources.

AMO has been actively pressing the Province to exempt municipalities from the provisions of Regulation 555/06 since the Fall of 2006. This commitment from MTO means that AMO will now work with Ministry staff to secure exemptions that will reflect the unique needs of the municipal sector. Work to make these changes to the regulation will take place this Spring. This will ultimately allow municipalities allocate resources more effectively.

AMO is pleased that the Government has agreed to address this important matter.

Action:

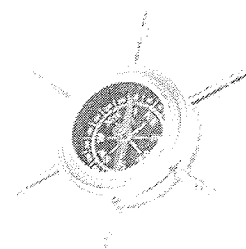
AMO will work with MTO to secure appropriate exemptions for municipalities. AMO will continue to provide updates as this work progresses.

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



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Lunch will be provided

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Fax or mail back the
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393 University Ave,
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Toronto, Ontario
M5G 1E6
Fax: 416-971-9372

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or E-mail:
asurujdeo@amo.on.ca



Association of Municipalities of Ontario

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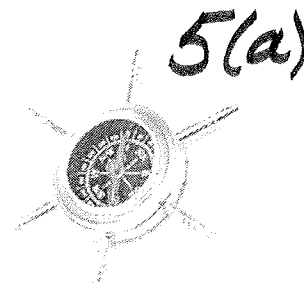
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Breakfast and
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sessions to run from
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Cancellations must be made in writing and received by AMO 14 days prior to the date of selected seminar. An administration fee of \$50.00 + 6% GST (\$53.00) will apply	

Showcase your community!

Celebrate your volunteer, staff
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Communities in Bloom Ontario

COMMUNITY CORNER PROGRAM

This program is suited to community groups with specific projects or geographical segments within a community who are interested in participating in the Communities in Bloom program.

Who can participate:

Any business, group, society or organization within a community. Some examples include: BIA's, Chambers of Commerce, Horticultural Societies, 4H Clubs, Seniors Groups, Youth Groups, Rotary, Kinsmen, Lions, Individual Businesses, Industries and more.

Example of entries:

Projects that exemplify one or more criteria of the Communities in Bloom Program:

- Tidiness • Environmental Awareness
- Community Involvement • Landscaped Areas
- Natural and Cultural Heritage Conservation
- Tree/Urban Forest Management • Floral Displays
- Turf & Groundcovers or other unique community projects.

For example:

Community projects including trail developments, environmental projects, tidiness projects, historical preservation projects, tree planting/maintenance programs, parkland developments, brownfield developments, downtown streetscape initiatives for a specified area, golf courses, beautification or environmental initiatives for industrial or business sectors.



Benefits to the participants:

- Special recognition and assessment of your specific project by Communities in Bloom Board Members and Judges.
- Outstanding projects will be highlighted and posted on the CiB-O website.
- Receive an invitation to the Provincial Awards Ceremony, held in Woodstock, September 14-16.
- Outstanding project certificates will be presented at the Awards Ceremony in celebration of your community's successes and volunteer efforts.
- Display and promotion opportunities may be offered at the Provincial Awards Ceremony.
- Participating in this program may assist the group in acquiring municipal funding and/or grants for their projects.
- Low cost, program which helps to recognize your valuable volunteers.
- Showcases creative, unique, and industrious projects.
- CiB Ontario membership grants participants full networking and promotion opportunities.

**See over for program rules
and how to enter**

**Register online at
www.cibontario.com**



Ontario
Communities
in Bloom - Ontario
7856 Fifth Line S.
Milton, ON L9T 2X8

For more information contact

Lee Rozon

Executive Director

1-877-640-4005
or 905-963-8767

E-mail info@cibontario.ca

Web www.cibontario.ca



Communities in Bloom Ontario

COMMUNITY CORNER PROGRAM

How to participate:

Participants submit digital photographs (max. 5) and a written description of the area that they are showcasing. Submission deadline is July 31, 2007. A panel of CiB board members/judges will review the submissions.

**Register online at
www.cibontario.com**

Program Rules:

1. Registration fee of \$125.00 per project is required. Early registration is recommended to begin membership benefits.
2. A maximum of five (5) digital photographs (per photograph specifications) of the showcased area to be submitted by July 31st. All photographs become the property of CiB-O and may be used for promotional purposes.
3. A completed project description form (available on the website) to accompany photographs. Participants to include the name of participating group, membership of group (# only), geographical area showcased and detailed description of the project.
4. Maximum 1 project per entry (i.e. one parkland area). Multiple entries may be submitted.
5. Communities are eligible to enter both the Community Corner program AND the regular Communities in Bloom program at the same time.



Ontario
Communities
in Bloom - Ontario
7856 Fifth Line S.
Milton, ON L9T 2X8

For more information contact

Lee Rozon

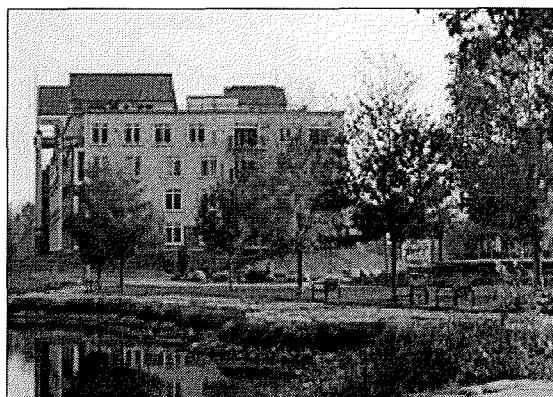
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or 905-963-8767

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LEGISLATIVE ASSEMBLY
DAVID ORAZIETTI, M.P.P.
SAULT STE. MARIE

April 17, 2007

Mayor and Council:

On October 17, 2006 I introduced a Private Member's Bill which passed first reading entitled, *An Act Respecting the Improvement of Highway 17 Part of the TransCanada Highway*. On October 26, 2006 Bill 149 was debated during second reading and referred to the Standing Committee on General Government.

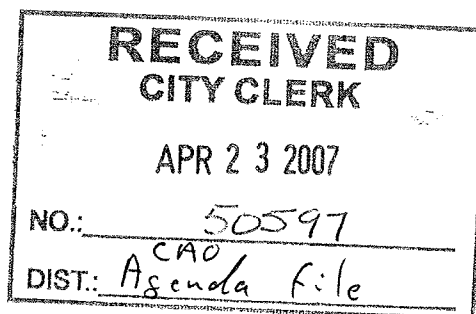
Bill 149 proposes federal-provincial discussions for the development of a plan for the improvement of the Highway 17 portion of the TransCanada Highway.

The purpose of this bill is to promote economic development and improve public safety in Northern Ontario. More specifically, such a plan would address making valuable highway improvements to Highway 17 such as adding passing lanes, paved shoulders, rumble strips, rest stops and widening to four lanes. Also included in the bill, is a provision stating that implementation of the plan is conditional on a cost-sharing agreement being entered into between the Ontario Government and the Government of Canada.

I would like to encourage you to endorse Bill 149 by passing a Council Resolution in support of the legislation and by forwarding a copy to:

Honourable Stephen Harper, Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa
K1A 0A2

Honourable Lawrence Canon, Federal Minister of Transportation Infrastructure and Communities
Minister's Office
330 Sparks Street
Ottawa, Ontario
K1A 0N5



.../2

-2-

Honourable Dalton McGuinty, Premier of Ontario
Office of the Premier
Main Legislative Building, Room 281
Queen's Park, Toronto, ON, M7A 1A1

Honourable Donna Cansfield, Ontario Minister of Transportation
Minister's Office
77 Wellesley St W, 3rd Flr, Ferguson Block
Toronto ON M7A 1Z8

Honourable David Caplan, Ontario Minister of Public Infrastructure Renewal
Minister's Office
777 Bay Street, 4th Flr
Toronto ON M5G 2E5

A sample resolution and petition have been provided should you wish to consider supporting Bill 149.

In addition we have launched a website to gather on-line petition information. Please consider visiting www.4lane17.ca or www.4lane17.com to sign the petition.

The Ontario Minister of Public Infrastructure Renewal and the Ontario Minister of Transportation have both indicated that they would be willing to enter into discussions with their federal counterparts. I am asking for your support on this initiative so that together we can work towards improving Northern Ontario's infrastructure.

Should you have any comments or questions please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Oraziotti', is written over a horizontal line.

David Oraziotti, MPP
Sault Ste. Marie

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LEGISLATIVE ASSEMBLY

DAVID ORAZIETTI, M.P.P.
SAULT STE. MARIE

TransCanada Highway Improvement Act (Highway 17) Bill 149

Council Resolution:

Whereas Bill 149 proposes federal-provincial discussions for the development of a plan for the improvement of the Highway 17 portion of the TransCanada Highway; and

Whereas such a plan shall address the matters of passing lanes, paved shoulders, rumble strips, rest stops and widening to four lanes; and

Whereas improvements to Highway 17 would enhance the regional economy and public safety in Northern Ontario; and

Whereas the implementation of Bill 149 is conditional on a cost-sharing agreement being entered into between the Government of Ontario and the Government of Canada; and

Whereas the Federal TransCanada Highway Act of 1949 stated that the Federal government would reimburse the provinces for 50% of the costs for any portion of the TransCanada built after 1928 and mandated that the Government of Canada would pay 50% of future costs; and

Whereas Federal Government funding for the TransCanada Highway 17 is substantially lower than historic levels; and

Whereas the Trans Canada Highway 17 in Northern Ontario, part of our national link, has the lowest percentage (10%) of four-laned highway when compared to other provinces in Canada; and

Whereas there are 488 accidents, 839 personal injuries and 31 fatalities on average each year on the TransCanada Highway between the Manitoba border and the Quebec border; and

.../2

-2-

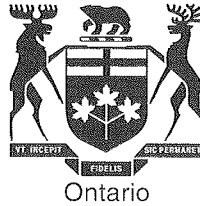
Whereas more than 340,000 commercial trips are taken annually on Highway 17, carrying over \$19 billion worth of mining, forestry, and other goods important to the Northern Ontario economy; and

Whereas the Ontario Minister of Transportation and the Ontario Minister of Public Infrastructure Renewal have both indicated that they are prepared to enter into discussions with their federal counterparts on Bill 149; and

Whereas Bill 149 has the support of the Canadian Automobile Association, the Ontario Trucking Association, the Ontario Provincial Police Association, the Ontario Road Builders Association and the Ontario Safety League;

Therefore be it resolved that the City Council of _____ endorses Bill 149 and urges the Federal Government to participate in discussions with the Provincial Government to develop a highway improvement plan and provide 50% of the funding required to upgrade the highway 17 portion of the TransCanada Highway throughout Northern Ontario.

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dorazietti.mpp.co@liberal.ola.org



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Fax: (416) 325-0876
www.davidorazietti.onmpp.ca

LEGISLATIVE ASSEMBLY

DAVID ORAZIETTI, M.P.P.
SAULT STE. MARIE

PETITION

To the House of Commons Canada:

To The Legislative Assembly of Ontario:

WHEREAS Bill 149 proposes federal-provincial discussions for the development of a plan for the improvement of the Highway 17 portion of the TransCanada Highway; and

Whereas such a plan shall address the matters of passing lanes, paved shoulders, rumble strips, rest stops and widening to four lanes; and

Whereas improvements to Highway 17 would enhance the regional economy and public safety in Northern Ontario; and

Whereas the implementation of Bill 149 is conditional on a cost-sharing agreement being entered into between the Government of Ontario and the Government of Canada; and

Whereas the Federal TransCanada Highway Act of 1949 stated that the Federal government would reimburse the provinces for 50% of the costs for any portion of the TransCanada built after 1928 and mandated that the Government of Canada would pay 50% of future costs; and

Whereas Federal Government funding for the TransCanada Highway 17 is substantially lower than historic levels; and

Whereas the Trans Canada Highway 17 in Northern Ontario, part of our national link, has the lowest percentage (10%) of four-laned highway when compared to other provinces in Canada; and

Whereas there are 488 accidents, 839 personal injuries and 31 fatalities on average each year on the TransCanada Highway between the Manitoba border and the Quebec border; and

.../2

-2-

Whereas more than 340,000 commercial trips are taken annually on Highway 17, carrying over \$19 billion worth of mining, forestry, and other goods important to the Northern Ontario economy; and

Whereas the Ontario Minister of Transportation and the Ontario Minister of Public Infrastructure Renewal have both indicated that they are prepared to enter into discussions with their federal counterparts on Bill 149; and

Whereas Bill 149 has the support of the Canadian Automobile Association, the Ontario Trucking Association, the Ontario Provincial Police Association, the Ontario Road Builders Association and the Ontario Safety League;

WE, the undersigned, petition the House of Commons Canada and the Legislative Assembly of Ontario to support Bill 149 and urge the Federal Government to participate in discussions with the Provincial Government to develop a highway improvement plan and provide 50% of the funding required to upgrade the highway 17 portion of the TransCanada Highway throughout Northern Ontario.



David Orazietti, M.P.P. Sault Ste. Marie news release

For Immediate Release

Date: April 11, 2007

ORAZIETTI ANNOUNCES BILL 149 PUBLIC CAMPAIGN TO IMPROVE HIGHWAY 17 IN NORTHERN ONTARIO

*Council Resolution and Public Petition in Support of Sault Ste. Marie MPP's Private Member's Bill Sent
to Communities Along Highway 17*

Queen's Park – David Orazietti, MPP is giving individuals and local elected officials an opportunity to voice their support for an improved Trans Canada Highway in Northern Ontario. The Sault Ste. Marie MPP sent out a public petition and city council resolution today to Northern Ontario communities to gain support for his Private Member's Bill that calls on the Federal government to support enhancements to Highway 17.

"Northerners deserve a new deal from the Federal government when it comes to Trans Canada Highway funding and historically there is a greater obligation that Ottawa needs to live up to," said Orazietti. "This is a chance for communities along Highway 17 to express their views and support a project that will improve the economy, safety and quality of life for everyone in Northern Ontario."

Bill 149 – An Act Respecting the Improvement of Highway 17, Part of the Trans Canada Highway – passed first reading on October 17, 2006, was introduced for second reading on October 26, 2006 and has been referred to the Standing Committee on General Government. The Act calls on the Federal government to enter into a cost-sharing agreement with the province to improve the Northern Ontario section of the national highway.

The petition, to be made available through local municipal offices and city halls, offers citizens in communities along Highway 17 an opportunity to support Trans Canada improvements, as well as an opportunity to impress upon Federal and Provincial elected representatives the importance of this highway to their region. Council resolutions will afford the same opportunity to municipal councillors representing communities across the North.

"These petitions and resolutions will give others an opportunity to share the vision of a modernized TransCanada Highway in Northern Ontario, with improved safety measures such as additional passing lanes, paved shoulders, rumble strips, rest stops, and ultimately a 4-lane divided highway," said Orazietti.

The provincial government has committed \$843.5 million toward highways in Northern Ontario alone since 2004/05, but more improvements are needed to improve safety. The Trans Canada Highway in Northern Ontario has the lowest percentage of 4-laned highway when compared to any other jurisdiction in the country at only 10%. Driving on certain portions of highway 17 can be dangerous without separated traffic, especially in the winter time when snow and ice can create a challenge for even the most cautious of drivers. An annual average of 39 fatalities occur as a result of collisions on the highway. Bill 149 insists that the Federal government help improve Highway 17 to address these safety concerns.

-30-

Contact David Orazietti at (705) 949-6959.

Whitney Block, 6th Floor, Room 6522, 99 Wellesley Street West, Toronto, Ontario M7A 1W3 1L2 – Tel(416)325-0964 - Fax(416)325-0876
Constituency Office: 726 Queen St. E., Sault Ste. Marie, Ontario P6A 2A9 – Tel(705)949-6959 – Fax(705)946-6269



David Oraziatti, M.P.P. Sault Ste. Marie news release

For Immediate Release

Date: April 11, 2007

BACKGROUNDER

Bill 149 – the Trans Canada Highway Improvement Act - proposes that the Government of Canada enter into a cost-sharing agreement with the Ontario government to improve the Northern Ontario portion of our national highway in order to enhance public safety and the regional economy.

The Federal Government is not funding the Trans Canada Highway at historic levels:

- Introduced in 1949, the *Trans Canada Highway Act* prescribed that the Government of Canada and the provincial governments would share in the costs of constructing a national highway
- The 1949 bill stated that the Federal government would reimburse the provinces for 50% of the costs for any portion of road built after 1928 and mandated that the Government of Canada would pay 50% of future costs
- Currently, the Federal government pays for 7% of the Trans Canada highway
- Federal contribution continues today through the Strategic Highway Infrastructure Program –or SHIP
- The SHIP agreement has provided \$485 million dollars for highway construction across Canada since it was announced in 2001
- The current provincial government has committed \$843.5 million dollars on highways in Northern Ontario since fiscal year 2004/05
- The Federal government recently posted a \$13.2 billion surplus, of which 30-40% was contributed by Ontario taxpayers
- Bill 149 insists the Federal government eliminate this inequity and return to funding the Trans Canada Highway at historic levels in Ontario

Bill 149 proposes the Federal and Provincial governments adopt a plan to improve public safety on Highway 17:

- The Trans Canada Highway in Northern Ontario has the lowest percentage (10%) of 4-laned highway when compared to other jurisdictions in the country
- Percentage of Trans Canada Highway that is 4-laned in other Provinces:
 - Saskatchewan: 91%
 - Manitoba: 90%
 - Quebec: over 80%
 - New Brunswick: 81% by November 1, 2006, expected to be completely 4-laned by November 1, 2007
- On Highway 17 there is an annual average of 488 accidents involving personal injury resulting in 839 people injured
- 31 fatal accidents occur every year costing 39 people their lives
- Bill 149 advocates for a safety plan to include designated areas to be four - laned, and other improvements such as additional passing lanes, paved shoulders, rest stops and “rumble strips”

Bill 149 is a vital economic link in Northern Ontario and upgrades are necessary to take advantage of current and future business opportunities:

- 342,411 commercial trips are taken annually on highway 17 across Northern Ontario
- On high volume days, primarily in the summer, there are 4,282 trips made. Improvements are needed on highway 17 to handle these peak commercial traffic days
- Over \$1.2 billion dollars worth of forestry products travel across the highway 17 annually
- Almost \$1.5 billion dollars worth of metals and minerals from Northern Ontario's mining sector travels across the highway annually

- In 2004, almost 2 million visitors came to the Algoma District, including Sault Ste. Marie, of northern Ontario alone, contributing almost \$294 million dollars into the local economy
- Congestion, accidents, and injuries on highways already cost companies billions of dollars every year in Ontario and influence tourists to choose alternate destinations for future vacations
- While Northern Ontario offers the shortest distance to enter certain marketplaces, insufficient infrastructure can influence companies to choose other routes
- With the vast majority of other province's portions of the Trans Canada Highway almost completely 4-laned, Northern Ontario will be unable to compete for new economic opportunities unless its infrastructure is improved.

Stakeholder Quotes – Transcanada Highway Improvement Act (Highway 17), 2006

Karl Walsh, President & CEO – Ontario Provincial Police Association:

"The Ontario Provincial Police Association congratulates MPP David Oraziatti for taking the initiative to improve public safety on our highways through the introduction of his Private Member's Bill."

Doug Mayhew, Manager, Public & Government Affairs – CAA:

"Highway 17 is the life blood road from Eastern to Western Ontario. It carries not just the goods we produce, the products we need and the tourism we require but our futures. As one of Ontario's most important portions of our national highway system, Highway 17 deserves a comprehensive partnership between the Ontario and Canadian Governments, working toward increased safety and efficiency on the road. The Eastern and Northern parts of Ontario require the same excellence in highway development as the remainder of the province. A safe and functional Highway 17 is a total necessity for the communities in the north. The time lines for highway re-development are too long; the time for joint action is today."

David Bradley, President - Ontario Trucking Association:

"The Ontario Trucking Association has always been very concerned about the need to improve Highway 17 through Northern Ontario. This 2 lane highway, which is quite narrow in many places, is carrying more and more traffic, including trucks, and its time to address the need for improvements. Adding more rest areas, passing lanes, paved shoulders, and ultimately widening to four lanes will all have an impact on the safety and efficiency of this key link not only between Ontario and the western provinces, but between the communities in northern Ontario. Safe and dependable highway transportation links are the key to economic development and growth, and improving Highway 17 would have a real impact on the prosperity of the North. David Oraziatti deserves a lot of credit for undertaking this initiative in order to try and draw more attention to the need for action and OTA is pleased to be able offer our support for his Bill."

Rob Bradford, Executive Director - Ontario Road Builders' Association:

"The Ontario Road Builders' Association supports joint federal-provincial planning, funding and action to address the \$25-billion deficit faced by Canada's National Highway System. Therefore, the Ontario Road Builders Association supports Mr. Oraziatti's Private Member's Bill to address the need for improvement of Highway 17. This is an important initiative in terms of safety for Ontarians and our province's competitive ability, as well as Canada's overall transportation objectives. Highway 17, both in the Eastern part of the Province and across the Northwest of Ontario to the Manitoba border, is an essential strategic highway link that no longer serves commuter or economic interests adequately."

Brian Patterson President and General Manager- Ontario Safety League:

"The Ontario Safety League has supported road safety initiatives since 1913. We congratulate Mr. Oraziatti's efforts with respect to Bill 149. The Safety League believes that proper planning in both road construction and improvement is one of the reasons Ontario has the safest roads in North America."

-3-

Mayor John Rowswell (Sault Ste. Marie):

"Northern Ontario needs good transportation infrastructure because our region is the inner core of Canada - we tie Canada together. In the global economy, a strong core builds a strong country that can compete globally. David Orazietti's Private Member's Bill advances our nation and the province of Ontario with critical infrastructure to ensure we are successful for decades to come".

Bruce Strapp, CEO - Sault Ste. Marie Economic Development Corporation:

"As an economic development practitioner in Northern Ontario, I am a proud supporter of Mr. David Orazietti's Private Member's Bill 149. The Act, respecting the improvement of Highway 17, has the potential to stimulate economic growth and development in Northern Ontario, a goal of both the Province of Ontario and the federal government. New investments in Highway 17 would lessen travel time and reduce safety hazards for both commercial truck and tourism travelers. Improving Highway 17 will enhance the perception for Northern Ontario as an attractive place to live, visit, and invest, especially to our U.S. marketplace. Certainly, the opportunity to move forward on the development of a comprehensive plan for improving Highway 17 makes a lot of common sense for the Province of Ontario."

Robert Dumanski, President - Sault Ste. Marie Chamber of Commerce:

"The Sault Ste. Marie Chamber of Commerce strongly supports the efforts for the development of a plan to improve the Highway 17 portion of the Trans Canada Highway. This would help communities throughout the north tremendously to attract business development as well as enhance the businesses already in the north. This is long overdue and we would encourage a specific commitment from both the federal and provincial governments".

-30-

Contact David Orazietti at (705) 949-6959.

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

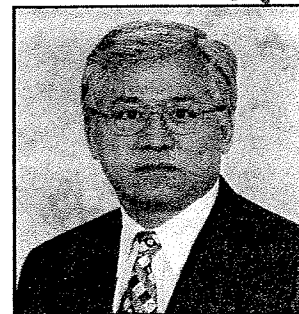
OTTAWA OFFICE:
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HOUSE OF COMMONS
OTTAWA, ON K1A 0A6
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HOUSE OF COMMONS
CHAMBRE DES COMMUNES
OTTAWA

INKY MARK, M.P.
DAUPHIN - SWAN RIVER - MARQUETTE, MANITOBA
"Accountable to You"



OTTAWA, 3 April 2007

Dear Mayor/Reeve and Members of Council:

RE: Bill C-417, the Canadian Soldiers' and Peacekeepers' Memorial Wall Act

Canada has no national memorial for her Fallen

On March 26, 2007 I introduced a Private Member's Bill in the House of Commons that would see the creation of a Memorial Wall for Canada's fallen soldiers and peacekeepers.

Since 1885 over 115, 000 people have died in the service of their country.

Before 1970, by Canadian law, those heroes were buried in the countries where they died. Their bodies were either lost at sea or are buried in seventy-three countries around the world.

The Memorial Wall would be the only national memorial to properly honour all of those who have given their lives in wars and peacekeeping duties. It will allow Canadians and visitors the opportunity to understand the magnitude of the sacrifice that was made to ensure we maintain the rights and freedoms we enjoy today.

This concept has been the dream of Ed Forsyth, a Canadian veteran who served in the 4th Armoured Division during World War II. Ed and his son Robert Forsyth have been diligent in their desire to see the creation of this structure. Those who want more details on the Memorial Wall can visit the website at www.memorialwall.ca.

I am writing to ask for your support in this initiative. Enclosed is a sample resolution for council's consideration and a petition form to collect signatures in support of this legislation. Please return them as soon as possible along with your comments or suggestions, postage free to: Inky Mark, M.P., House of Commons, Ottawa, ON K1A 0A6.

It is time we properly recognize our fallen soldiers and peacekeepers. This legislation is another step to ensuring that Canada will never forget their sacrifice.

It is time for Canada to have a national memorial for her Fallen

Sincerely,

Inky Mark, M.P.
Dauphin-Swan River-Marquette

Enclosure (9)

RECEIVED
APR 19 2007
MAYOR'S OFFICE

SAMPLE RESOLUTION

**Subject: Bill C-417, the Canadian Soldiers'
and Peacekeepers' Memorial Wall Act**

WHEREAS Canada has yet to properly honour, in a suitable location that is always accessible to the public, the NAMES of ALL of OUR FALLEN in wars and peacekeeping;

AND WHEREAS over 115,000 Fallen have their graves in seventy-three countries and hundreds of cemeteries;

AND WHEREAS their remains, by law, cannot be repatriated to Canada;

AND WHEREAS we must create a suitable national shrine to our fallen;

AND WHEREAS proper recognition will show our gratitude and respect for their sacrifice;

THEREFORE BE IT RESOLVED THAT the Council of the
_____ request that the Government
of Canada enact Private Members Bill C-417, the Canadian Soldiers' and
Peacekeepers' Memorial Wall Act.

PETITION TO THE HOUSE OF COMMONS IN PARLIAMENT ASSEMBLED

5(c)

We, the undersigned citizens of Canada, draw attention to the House to the following:

THAT WHEREAS Canada has yet to properly honour, in a suitable location that is always accessible to the public, the NAMES of ALL of OUR FALLEN in wars and peacekeeping;

AND WHEREAS over 115,000 Fallen have their graves in seventy-five countries and hundreds of cemeteries;

AND WHEREAS their remains, by law, cannot be repatriated to Canada;

AND WHEREAS we must create a suitable national shrine to our fallen;

AND WHEREAS proper recognition will show our love and respect for their sacrifice;

THEREFORE, your petitioners request that Parliament provide a suitable area of public land to be used for the location of a Memorial Wall of Names of all of Canada's Fallen. The petitioners also request that this memorial, a national shrine, be created in a timely manner and maintained to honour those that gave their lives for our country.

SIGNATURES

(Original signatures; do not print)

ADDRESSES

(Give your home address, city, province and postal code)

1. _____	_____
2. _____	_____
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4. _____	_____
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24. _____	_____
25. _____	_____

Please return signed petition to: **Inky Mark, MP, Dauphin-Swan River-Marquette, House of Commons, Ottawa, ON K1A 0A6** (postage is free on mail to Ottawa). Please return petition a.s.a.p. Make more copies as needed or telephone (613) 992-3176.

For an official version of this Bill, please visit:

<http://www2.parl.gc.ca/HousePublications/Publication.aspx?DocId=2801436&Language=e&Mode=1&File=14>

BILL C-417

An Act to establish a Memorial Wall for Canada's fallen soldiers and peacekeepers

SUMMARY

This enactment requires the Minister of National Defence to establish a Memorial Wall that will comprise the names of Canada's fallen soldiers and peacekeepers and have it located on a suitable area of public land.

PREAMBLE

WHEREAS Canada has yet to properly honour, in a suitable location that is accessible to the public at all times, all of our fallen soldiers and peacekeepers;

WHEREAS over 115,000 of our fallen soldiers and peacekeepers have their graves in seventy-five countries and hundreds of cemeteries around the world;

WHEREAS their remains cannot be repatriated to Canada;

WHEREAS we must establish a suitable national shrine to honour our fallen soldiers and peacekeepers;

AND WHEREAS proper recognition for our fallen soldiers and peacekeepers will show our love for them and our respect for their sacrifice;

NOW, THEREFORE, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows

SHORT TITLE

This Act may be cited as the *Canadian Soldiers' and Peacekeepers' Memorial Wall Act*.

DEFINITIONS

"Memorial Wall" means the Memorial Wall to be established.

"Minister" means the Minister of National Defence.

"public land" means an area of land owned by the Crown that is accessible to the public at all times.

ESTABLISHMENT OF MEMORIAL WALL

- (1) The Minister shall establish a Memorial Wall comprising the names of all of Canada's fallen soldiers and peacekeepers.
- (2) The Minister shall determine the design of the Memorial Wall and a suitable area of public land for the memorial wall to be located.

COLLECTION OF NAMES

The Minister shall collect the names of all Canadian soldiers and peacekeepers who die or have died during international peacekeeping missions and wars, and record their names on the Memorial Wall.

TIMELINE

The Memorial Wall shall be completed not later than two years after this Act comes into force.

MEMORIAL WALL TO BE UPDATED ANNUALLY

The list of names on the Memorial Wall shall be brought up to date no less than once a year.



Inky Mark, Member of Parliament Dauphin-Swan River-Marquette

Memorial Wall of Names

For Immediate Release

27 March 2007

Mark introduces Private Member's Bill to create a national Memorial Wall of Names

(Ottawa) This morning, in the House of Commons, Dauphin-Swan River-Marquette, M.P. Inky Mark introduced a Private Member's Bill that would see the creation of a Memorial Wall for Canada's fallen soldiers and peacekeepers.

Mark commented, "Since 1885 over 115, 000 people have shown unconditional sacrifice and died in the service of their country. Before 1970, by Canadian law, those who have fallen were buried in the countries where they died. These individuals have either been lost at sea, or are buried in seventy-three countries around the world."

"The Memorial Wall would be the only national memorial to properly honour all of those who have given their lives in wars and peacekeeping duties. It will allow Canadians and visitors the opportunity to understand the magnitude of the sacrifice that was made to ensure we maintain the rights and freedoms we enjoy today."

Mark later held a press conference with representatives of the Memorial Wall of Names project and Dominion Command of the Royal Canadian Legion.

"We must properly recognize our fallen soldiers and peacekeepers and the sacrifice that they have made. This legislation is another step to ensuring that Canada will never forget their sacrifice," Mark concluded.

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For more information, please contact:

Inky Mark, MP (613) 992-3176

www.inkymark.com

**NEWS
RELEASE**

The Memorial Wall of Names Inc. Foundation
Supports Mark's Bill
To Build The Memorial Wall of Names

Ottawa, March 27, 2007

The Need

This Memorial Wall of Names will serve as a proper memorial for the next of kin, family and friends who are unable to travel abroad to **visit the graves of the Fallen**. They will be able to visit and experience the gratefulness of Canada.

Before 1970 by Canadian Law our Fallen were buried in the countries where they died. These brave men and women volunteered unconditionally, showed their love for country and made the greatest sacrifice.

There are **over 116,000 names** of our Fallen, to date, which would be included on this Memorial. Since 1885, their bodies have been buried in many seas, in seventy-three countries around the world, in over one hundred CWGC (Commonwealth War Graves Commission) War Cemeteries, and 5,800 church graveyards. There are thousands with no identified graves, with the simple inscription "Known only to God".

Mission: The mission of "Memorial Wall of Names Foundation"(84021 6675 RR0001) is to suitably recognize and honour Canada's Fallen. Through this gesture we aim to **"bring our fallen home"** so that their Names will be recognized publicly at home for all time.

Vision: The vision is to create a memorial that will fulfill our often repeated promise: "We Will Remember Them" we will recognize their Names "Lest we Forget".

Highlights of the Memorial Wall of Names:

The Memorial Wall of Names will be the only national memorial to properly honour all of the names of the women, men, military and civilians who laid down their lives for Canada in all of our wars and peacekeeping duties.

The Memorial Wall of Names will allow Canadian citizens, newcomers and visitors the opportunity to comprehend the magnitude of the sacrifice that is made to protect Canada's rights and freedoms.

Action:

Please lend your support to Inky Mark, M.P. for Dauphin-Swan River-Marquette in Manitoba for his Bill and this project. Make this memorial a legacy of our generation by spreading the word and encouraging individuals to support this legislation.

For further information on the Memorial Wall of Names Foundation please contact Ed Forsyth or Robert Forsyth, or visit www.memorialwall.ca.

Primary Contacts:

**Ed Forsyth or
Robert Forsyth**

Phone: 416-751-6517
Email: memorialwall@gmail.com
Website: www.memorialwall.ca

F.A.Q - WHY THIS MEMORIAL?

5(c)

BENEFITS TO CANADA

- 1) Canada needs this memorial for all the benefits of education, heritage, unity and history.
- 2) This memorial will visually demonstrate the numbers and the magnitude of losses as never before. Reminding us that freedom is not free.
- 3) This memorial will show the diversity of peoples who sacrifice for our values and freedoms.
- 4) Canada will be the first nation in the world to create such a comprehensive memorial.
- 5) Students can be involved in positive education in many areas of participation and tours.
- 6) Countries that, in part, owe their freedom to our military may be involved. Their new generations will be informed and respectful toward Canada.
- 7) The memorial will inspire youth to do their best to become good citizens.
- 8) This memorial will educate new Canadians of the sacrifices made by past generations.

NEXT OF KIN

- 1) Next of kin of those who died before 1970 are not permitted to bring home their remains. In 2004, one of our Unknown was repatriated to Canada and buried in the New Tomb of Canada's Unknown Soldier.
- 2) All will be able to take photos or rubbings of cherished names from the Memorial Wall.

RIGHTS AND JUSTICE

- 1) Our Fallen deserve this recognition and honouring in their country.
- 2) It is only since 1970 that we repatriate our Fallen with full honours and with respect for the next of kin.
- 3) For each of us to honour our promise "We Will Remember Them." Let us know their Names.

RECOGNITION

- 1) There is no complete collection and recognition of the names of our Fallen in a suitable public place.
- 2) There are one hundred War Cemeteries of the Commonwealth War Graves Commission and hundreds of burials in church graveyards. Over one thousand are buried beneath the waves of many seas.
- 3) About 20,000 of those buried overseas have "known to God alone" on their grave markers. On the memorial they will receive proper recognition.
- 4) Every Name is not just a word - each represents a child, a brother, a sister, a parent, a son, a daughter- all who's lives were ended by the violence of war.

THE FALLEN

- 1) What better citizens has a country than those, who in perilous times volunteer to serve, anywhere they may be sent, accepting all challenges and dangers, so to defend our liberties and values.
- 2) These individuals are those that showed the greatest love for humanity. How young they were, many only youths, never with the chance to marry or be parents.
- 3) Love for country came early for many of those that served, the ages will prove this. Youth are responsible, long before they are adults.
- 4) The majority of Canadian citizens have not been able to visit the graves of their loved ones due to distance, cost and even impossible situations. This memorial may at last provide an acceptable substitute. It will show the same data as on the existing grave markers. It will be the place where all can visit and show their respect and love.

OUR FALLEN, IN FOREIGN LANDS, TOTAL 104,087

THERE ARE 16,586 BURIED IN CANADA

THEY ARE BURIED IN OVER 5800 CEMETERIES

MAY CANADIANS NEVER FORGET OUR FALLEN

THE ROYAL
CANADIAN
LEGION

LA LÉGION
ROYALE
CANADIENNE

DOMINION COMMAND
DIRECTION NATIONALE

86 AIRD PLACE
OTTAWA, ON.
K2L 0A1

TEL. (613) 591-3335
FAX. (613) 591-9335
INFO@LEGION.CA
WWW.LEGION.CA

VETERANS CARE
SOIN AUX ANCIENS
COMBATTANTS

REMEMBRANCE
SOUVENIR

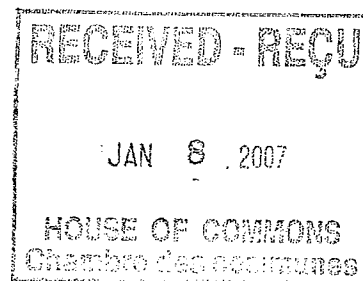
POPPY CAMPAIGN
CAMPAGNE DU
COQUELICOT

YOUTH
JEUNESSE

SENIORS
ÂÎNÉ(E)S

UNITY
UNITÉ

COMMUNITY
SERVICE
SERVICE
COMMUNAUTAIRE



5(c)

19 December 2006

File: 35-1

Mr. Ed Forsyth
170 Sloane Avenue
Toronto, Ontario M4A 2C3

Dear Comrade Forsyth:

Thank you for your proposal outlining the "Memorial Wall of Names" project. This wall is a significant Remembrance initiative and its creation will serve to bring recognition and honour to our fallen Comrades. As the Chairman of The Royal Canadian Legion Dominion Command Poppy and Remembrance Committee, I am pleased to extend the Legion's support for this important endeavour.

Once completed, this Memorial Wall of Names will be a commemorative site where Canadians can pause and reflect upon the accomplishments and selfless sacrifices of the 117,000 men and women whose homecoming was only dreamed of. It will also serve to strengthen the collective reminiscence of a grateful nation toward all veterans.

As the Guardians of Remembrance, the Legion has pledged to perpetuate the memory and deeds of those who sacrificed their lives for us. This Memorial Wall of Names will succeed in doing exactly that – ensuring that our veterans are never forgotten.

The Royal Canadian Legion commends you for your initiative and extends wishes for much continued success as you work to see the Memorial Wall of Names project to fruition.

Sincerely,

Patricia Varga
Chair, Poppy and Remembrance Committee

cc. Hon. Inky Mark, MP

NATIONAL COUNCIL OF VETERAN ASSOCIATIONS 5(c) IN CANADA

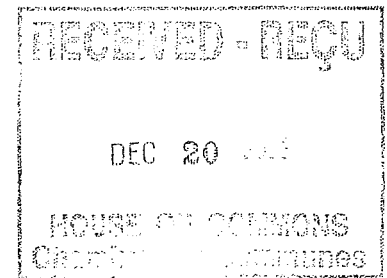
1st Canadian Parachute Battalion Association
435-436 & Burma Squadrons Association
Aircrew Association
Air Force Association of Canada
Armed Forces Pensioners' / Annuitants'
Association of Canada
Bomber Command Association Canada
Burma Star Association
Canadian Airborne Forces Association
Canadian Corps Association
Canadian Fighter Pilots Association
Canadian Merchant Navy Veterans Association Inc.
Canadian Naval Air Group
Canadian Naval Divers Association
Canadian Paraplegic Association
Canadian Tribal Destroyer Association
Dieppe Veterans and Prisoners of War Association
Ferry Command Association
First Special Service Force Association
Hong Kong Veterans Association of Canada

Jewish War Veterans of Canada
KLB (Konzentrations Lager Buchenwald) Club
Métis Nation of Ontario Veterans Council
Metropolitan Toronto Police War Veterans Association
National Aboriginal Veterans Association
National Prisoners of War Association (E.T.) of
Canada
Nova Scotia Naval Officers Association
Nursing Sisters' Association of Canada
R.C.A.F. P.O.W. Association
Royal Air Forces Escaping Society
Royal Canadian Air Force Pre-War Club of Canada
Royal Naval Association - Southern Ontario Branch
Royal Winnipeg Rifles Association
South Alberta Regiment Veterans Association
Submariners Association of Canada (Central Branch)
The Algonquin Regiment Veterans' Association
The Black Watch (Royal Highland Regiment) of
Canada Association
The Canadian Scottish Regimental Association

The Dodo Bird Club of Ex-RCAF Flight Sergeants
The Korea Veterans Association of Canada
The Limber Gunners Associations
The Military Vehicle Hobbyists Association
The Naval Officers Association of Canada, Montreal
Branch
The Overseas Club - Canadian Red Cross Corps
(Overseas Detachment)
The Polish Combatants' Association in Canada
The Queen's Own Rifles of Canada Association
The Royal Canadian Army Service Corps Association
The Royal Canadian Naval Association
The Royal Canadian Regiment Association
The Sir Arthur Pearson Association of War Blinded
The Toronto Scottish Regimental Association
The War Amputations of Canada
War Veterans & Friends Club
White Ensign Club Montreal
Wren Association of Toronto

December 8th, 2006

Mr. Inky Mark, PC MP
Dauphin-Swan River-Marquette of Manitoba
House of Commons
Ottawa, Ontario K1A 0A6



Dear Mr. Mark:

Re: Memorial Wall of Names

We have received correspondence from Ed Forsyth with regard to the support of the National Council of Veterans Association (54 organizations) for the Memorial Wall of Names of our Fallen.

The subject of the Memorial Wall of Names was raised for discussion at our Annual Meeting and received unanimous approval.

We hope that the NCVA endorsement of your Bill will be helpful.

Kind regards.

Yours sincerely,

H.C. Chadderton, CC, O.Ont., OStJ, CLJ, CAE, DCL, LLD
Chairman

HCC/cr

H. Clifford Chadderton, CC, O.Ont., OStJ, CLJ, CAE, DCL, LLD
Chairman
E-mail: administration@waramps.ca

Please address all correspondence to:
2827 Riverside Drive, Ottawa, Ontario K1V 0C4
Telephone: (613) 731-3821 Fax: (613) 731-3234

5(c)



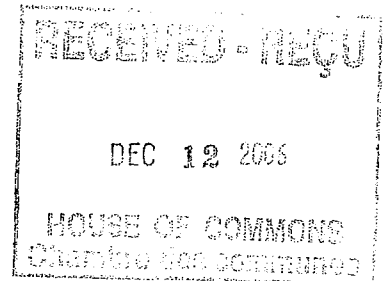
BARRICK

Office of the Chairman

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BCE Place, Canada Trust Tower Dir.Fax: (416) 214-3398
Suite 3700, 161 Bay Street
P.O. Box 212
Toronto, Canada
M5J 2S1

December 7, 2006

Mr. Inky Mark, M.P.
House of Commons
Ottawa, Ontario
K1A 0A6



Dear Mr. Mark:

I have been asked to endorse your ongoing effort to create a new memorial to Canadians who lost their lives in service of our country.

Last month, I received a letter from Mr. Ed Forsyth, of Toronto, a veteran of Canada's forces in the Second World War and director of the proposed Memorial Wall of Names project. He asked for my support for this initiative, and requested that I write to you to indicate so. I am happy to do this, and encourage anyone who can assist in the project's development to do so with commitment and vigour.

In 2009 – just three years from now – we will mark the seventieth anniversary of the start of the Second World War. 2009 will also mark the ninety-fifth anniversary of the start of the First World War. Canadian soldiers served with heroism and distinction in those wars, in both previous and subsequent conflicts, in the peacekeeping missions for which our country is justly respected, and still serve us abroad today. It is difficult to find words that do justice to the spirit of these men and women. I hope it is enough to say that what we can do to remember them, we must do.

I extend my enthusiastic support for this memorial project, and urge you to continue with your leadership in Parliament of the effort to make it a reality.

Yours sincerely,

Peter Munk

Copy: E.D Forsyth



Passport Canada Passeport Canada
Chief Executive Officer Président-directeur général

5(d)

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

APR 13 2007

Dear Ms. Irving:

The Honourable Peter G. MacKay, Minister of Foreign Affairs, has asked me to reply to your letter of February 28, 2007, addressed to the Right Honourable Stephen Harper, Prime Minister, concerning the opening of a new office in Sault Ste. Marie. Your letter was forwarded to Mr. MacKay on March 13, 2007.

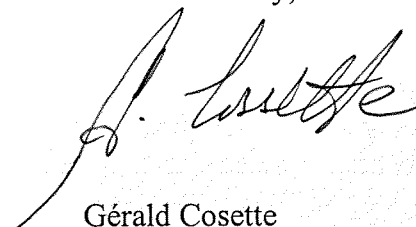
Your comments have been noted. I would like to assure you that Passport Canada evaluates the needs to open full service offices as well as Receiving Agents offices on a regular basis and is continuously looking at ways to improve the delivery of services to Canadians.

In accordance with a Memorandum of Understanding signed between Passport Canada and Canada Post, and through an Agency Agreement with Service Canada, the Receiving Agents Program was created in an effort to provide more convenient access to passport services for Canadians from all regions. Trained Receiving Agents employees review passport applications to ensure the documentation is in order and forward the application to Passport Canada for examination.

You will be pleased to learn that Passport Canada is extending its Receiving Agents program by opening 58 new Service Canada locations across Canada by the end of April 2007, including 12 locations in Ontario. Currently, there are two Receiving Agents in Sault Ste. Marie. There is a Service Canada location at 22 Bay Street and a Canada Post location at 451 Queen Street East.

Thank you for your interest in helping Passport Canada deliver its services to Canadians.

Yours sincerely,



Gérald Cosette
Chief Executive Officer

RECEIVED	
CITY CLERK	
APR 19 2007	
NO.:	50595
DIST.:	Major C40 Agenda File

Canada

An agency of Foreign Affairs
and International Trade Canada

Un organisme d'Affaires étrangères
et Commerce international Canada

5(e)



Clerk's Department
2141 Major Mackenzie Drive
Vaughan, Ontario
Canada L6A 1T1

Tel (905) 832-8504
Fax (905) 832-8535

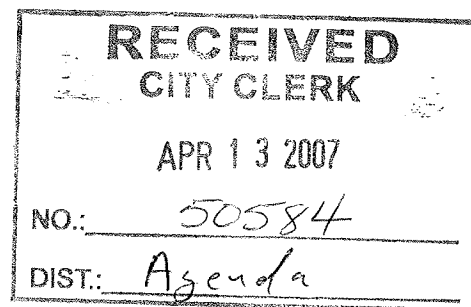
FOR INQUIRIES: **PLEASE QUOTE ITEM & REPORT NO.**

April 5, 2007

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

Dear Ms. Irving:

RE: RESIDENTIAL PROPERTY TAX RELIEF FOR SENIORS



I am writing to advise you that Vaughan Council, at its meeting held on April 2, 2007, adopted the following resolution:

WHEREAS many seniors living in our communities have expressed concerns over property taxes for many years due to their limited ability to pay; and

WHEREAS most seniors live on fixed incomes or very limited adjustments; and

WHEREAS a large portion of property tax is not related to municipal service costs, primarily the Education and Social Service component; and

WHEREAS seniors have already contributed immensely to the well being of our community; and

WHEREAS seniors desire to live in the home they worked for or be able to afford to pay rent;

THEREFORE BE IT RESOLVED

That the Provincial Government pass legislation to rebate the Education portion of residential property taxes, or a portion of the rental expenses for seniors, in a similar fashion to Bill 43 which was introduced on June 26, 2003, then refused;

THEREFORE BE IT FURTHER RESOLVED

That a copy of this resolution be forwarded to the Premier of Ontario Dalton McGuinty, the Honourable Greg Sorbara, Minister of Finance, Mario G. Racco, M.P.P. (Thornhill), local Members of Provincial Parliament, Leader of the Progressive Conservative Party, John Tory, Leader of the New Democratic Party, Howard Hampton, the Association of Municipalities of Ontario, the Regional Municipality of York, all Municipalities with a population over 50,000 in the Province of Ontario and all Seniors Groups in the City of Vaughan.

5(e)

Ms. Donna P. Irving, Clerk
The City of Sault Ste. Marie
Page 2
April 5, 2007

Attached for your information is **Item 38, Report No. 15**, of the Committee of the Whole regarding this matter.

Sincerely,

Spil Fernandes

for J. D. Leach
City Clerk

Attachment:

Extract

Canadian Snowbird Association highlighted on Bill 43

Explanatory Notes - Bill 43.

JDL/pa

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 2, 2007

Item 38, Report No. 15, of the Committee of the Whole, which was adopted without amendment by the Council of the City of Vaughan on April 2, 2007.

38

RESIDENTIAL PROPERTY TAX RELIEF FOR SENIORS

The Committee of the Whole recommends approval of the recommendation contained in the following report of Regional Councillor Rosati, dated March 26, 2007:

Recommendation

Regional Councillor Gino Rosati recommends the following Resolution:

WHEREAS many seniors living in our communities have expressed concerns over property taxes for many years due to their limited ability to pay; and

WHEREAS most seniors live on fixed incomes or very limited adjustments; and

WHEREAS a large portion of property tax is not related to municipal service costs, primarily the Education and Social Service component; and

WHEREAS seniors have already contributed immensely to the well being of our community; and

WHEREAS seniors desire to live in the home they worked for or be able to afford to pay rent;

THEREFORE BE IT RESOLVED

That the Provincial Government pass legislation to rebate the Education portion of residential property taxes, or a portion of the rental expenses for seniors, in a similar fashion to Bill 43 which was introduced on June 26, 2003, then refused;

THEREFORE BE IT FURTHER RESOLVED

That a copy of this resolution be forwarded to the Premier of Ontario Dalton McGuinty, the Honourable Greg Sorbara, Minister of Finance, Mario G. Racco, M.P.P. (Thornhill), local Members of Provincial Parliament, Leader of the Progressive Conservative Party, John Tory, Leader of the New Democratic Party, Howard Hampton, the Association of Municipalities of Ontario, the Regional Municipality of York, all Municipalities with a population over 50,000 in the Province of Ontario and all Seniors Groups in the City of Vaughan.

Economic Impact:

No economic impact to the City of Vaughan

Communication Plan:

As outlined

Purpose:

To provide support to our seniors, who are already petitioning the Provincial Government to enact the proposed legislation.

EXTRACT FROM COUNCIL MEETING MINUTES OF APRIL 2, 2007

Item 38, CW Report No. 15 – Page 2

Background - Analysis and Options:

For many years now, our senior citizens have been complaining and asking for support in assisting them in easing the burden of their property taxes. The proposed resolution will provide some relief to them if enacted. The majority of these seniors have worked a life time to acquire a residential property and it would be an injustice to force a sale of such property due to taxes. Our seniors have worked long and hard and deserve our admiration and support in any way we can. This type of relief is long overdue and it is now time to act.

Relationship to Vaughan Vision 2007

Section A Serve our Citizens

Section D-2 Develop Internal and External Collaborative Solutions – Develop internal and external “people connections” to solve problems and improve service delivery

The above are consistent with this recommendation.

Regional Implication

Not Applicable

Conclusion:

This recommendation would provide much needed assistance to our seniors if implemented.

Attachments:

Canadian Snowbird Association highlighted on Bill 43
Explanatory Notes - Bill 43.

Report Prepared By:

Regional Councillor Gino Rosati

(A copy of the attachments referred to in the foregoing have been forwarded to each Member of Council and a copy thereof is also on file in the office of the City Clerk.)

5(e)

38.3



Canadian Snowbird Association

Search

Home Page

Benefits

Travel Insurance

Magazine

Lifestyle Links



CSA News - Issue 48 Fall 2003

Senior Power

Ontario's New Seniors' Tax Credit and Proposed Legislation to End Mandatory Retirement

Seniors are the fastest growing segment of the Canadian population. Seniors have worked hard for Canada, fought our wars, and contributed immensely to the country we all now enjoy. Most seniors also on fixed incomes and the precipitous drop in interest rates, a weak Canadian dollar, and a collapse in the stock markets have led to serious financial pressures and stress on our senior population.

To date, our governments have, too often, ignored the plight of seniors and the many problems they face. This attitude now appears to be changing. Several provincial governments have set up Ministries, specific to represent the needs and interests of seniors. Ontario has been a leader in this changed attitude and the Ontario Government has introduced two more ground-breaking initiatives to help seniors.

The Eves government recently introduced Bill 43 to give Ontario's seniors some much needed tax relief. This new legislation - *the Ontario Home Property Tax Relief for Seniors Act* - was passed in the Legislature of Ontario on June 25, 2003. It provides senior homeowners and senior tenants with a tax credit that reimburses them for the residential education property taxes they paid on their principal residence for the half of the 2003 taxation year, and on a full-year basis starting in 2004.

The new seniors' tax credit will directly benefit Ontario's 700,000 senior homeowners and the 245,000 tenants who will collectively receive \$450 million in net new benefits every year. This represents an average net saving of \$475 a year per senior household.

Persons are eligible for the new tax credit if:

They are at least 65 years of age on December 31 of the tax year (to maintain consistency with existing provincial tax credit and federal programs for seniors);

Their primary place of residence is located in Ontario during the tax year; and

They are liable to pay property taxes or rent on their principal residence.

Seniors are required to complete an application form to apply for their tax credit. And applications will be sent out to eligible seniors this September. The first payments will be issued to seniors in December. To request specific information on the tax credit, seniors can call the Ontario Ministry of Finance's toll-free number at 1-877-533-2188.

Combining the personal income tax age credit, the additional support for seniors in the Ontario Property Sales Tax Credits and the benefits from Ontario's personal income tax cuts, will result in a total of \$2.5 billion in tax savings, per year, for Ontario seniors.

The initiative does not replace the existing Ontario Tax Credits program, which includes a combined property tax and sales tax credit for low-income seniors. These people will continue to be eligible to receive up to a maximum of \$1,000 a year in credits under the existing program, but only on the portion not already reimbursed through the new Ontario Home Property Tax Relief for Seniors program.

On May 29, 2003, the Eves government also introduced Bill 68, the *Mandatory Retirement Elimination Act*, 2003. Bill 68 would amend the Ontario *Human Rights Code* to eliminate mandatory retirement and to protect workers aged 65 and over from discrimination in employment on the basis of age.

This legislation has already passed First Reading in the Legislature of Ontario. If and when it passes Second and Third Reading, Bill 68 will allow more seniors to remain active in the workforce, retiring at a time of their own choosing, rather than automatically at the age of 65. The legislation would not affect those who decide to retire at the age of 65. These people will still receive their full pensions.

Bill 68 would also amend the *Audit Act*, the *Election Act*, the *Health Protection and Promotion Act*, the *Ombudsman Act* and the *Public Service Act* so that they no longer set out a mandatory age of retirement.

These two Acts will benefit, literally, hundreds of thousands of seniors and will also provide more flexibility in retirement planning. We hope that they will set a precedent for other provinces and our Federal Government to follow. Senior Power - The Up and Coming Special Interest Group!

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EXPLANATORY NOTE

This Explanatory Note was written as a reader's aid to Bill 43 and does not form part of the law. Bill 43 has been enacted as Chapter 4 of the Statutes of Ontario, 2003.

A new statute, the *Ontario Home Property Tax Relief for Seniors Act, 2003*, is enacted. The new Act establishes a tax credit that is payable to eligible seniors for home property taxes payable on their eligible principal residence for 2003 and subsequent years. For 2003, the tax credit applies to home property taxes that are attributable to the period from July 1 to December 31.

"Home property taxes" is defined in section 1 of the Act.

An individual is an eligible senior with respect to a year if he or she satisfies the criteria set out in subsection 2 (3) of the Act and such additional criteria as may be prescribed by regulation. Regulations may also specify that other individuals are eligible seniors.

An individual's eligible principal residence for the purposes of this Act is the same as his or her principal residence under subsection 8 (1) of the *Income Tax Act*, unless otherwise prescribed by regulation.

Subsection 3 (1) of the Act specifies that the amount of the tax credit is to be calculated in accordance with the regulations.

To receive payment of the tax credit for a year, the eligible senior must apply to the Minister of Finance for the credit within two years after the end of the year or within such longer period as may be prescribed by regulation.

Complementary amendments are made to the *Income Tax Act* and to the *Municipal Act, 2001*.

Clause 8 (3.1) (a) of the *Income Tax Act* establishes a property tax credit for seniors. Section 8 of that Act is amended to reflect the tax credit that will be provided to Ontario seniors in respect of property tax for 2003 and subsequent years under the new Act.

Section 319 of the *Municipal Act, 2001* requires municipalities to pass bylaws providing for property tax relief for low-income seniors and specified others. Amendments to that section provide that it does not apply with respect to taxes for school purposes levied in such circumstances and for such years as may be prescribed by the Minister of Finance.

5(f)

**NEWS RELEASE****LATEST QUARTERLY SLOT PAYMENT INCREASES OVER PREVIOUS YEAR;
OLG DISTRIBUTES \$358,727 TO SAULT STE. MARIE
TO ASSIST SAULT AREA HOSPITAL AND PHYSICIAN RECRUITMENT****Issue Date: April 20, 2007**

For the first time in three years, the fourth-quarter share of slots revenue paid to the City of Sault Ste. Marie from OLG Casino Sault Ste. Marie has increased over the previous year. Today OLG distributed \$358,727 to the City for hosting the Sault gaming site. The fourth-quarter (January to March 2007) slots revenue payment to the City is 4% greater than the payment from the fourth quarter of the previous year, the first such Q4 increase since 2004.

Billed as "Your Hometown Casino", the improved performance at the Sault gaming site is attributed to strong customer service, entertainment and promotions, continued enhancements in the mix of slots available for play, cooperative marketing programs with the Steelback Centre and the Soo Greyhounds, and recognition of the site's ongoing support of the hospital fund-raising campaign. A redesign of the gaming floor, continuing enhancements to the mix of slots and new marketing programs will be implemented in the coming months as the site strives for future improvements in performance.

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

To date, Sault Ste. Marie has received more than \$12.7 million in non-tax gaming revenue. Payments are made on a quarterly basis according to the government fiscal year, which runs April to March. OLG Casino Sault Ste. Marie opened on May 19, 1999. Since opening, the facility has attracted more than 7.4 million visitors.

In total, OLG issued more than \$16.8 million in fourth-quarter non-tax gaming revenue payments to 23 host municipalities that host OLG Casinos and OLG Slots-at-racetrack facilities. To date, OLG has distributed \$467.7 million to these host municipalities.

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

5(f)

P2

In 2007/2008, the province will allocate \$105 million in gaming revenue to support charities through the Ontario Trillium Foundation (OTF). Government will increase the annual funding to OTF by \$20 million by 2009/2010.

Every year, the Government of Ontario allocates two per cent of gross revenue from slot machines at OLG Casinos and OLG Slots-at-racetrack facilities to the province's problem gambling program for research, treatment and prevention programs. The amount for fiscal 2007/2008 is estimated at \$37 million.

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

OLG is a provincial agency responsible for province-wide gaming facilities and lottery games. With revenues of \$6 billion and more than 20,000 employees and associates, OLG is one of North America's leading gaming enterprises. For more information about OLG visit www.OLG.ca.

-30-

OLG CONTACT: Teresa Roncon (416) 224-7034 Don Pister (705) 946-6715

Disponible en français

Know your limit, play within it!

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505

www.OLG.ca

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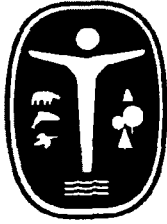
CASINO REVENUE SUMMARY

City of Sault Ste. Marie

CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year		
Total 1999	783,232			
Total 2000	1,292,709	65.0%		
Total 2001	1,611,235	24.6%		
Total 2002	1,926,143	19.5%		
Total 2003	1,915,935	-0.5%		
2004				
January 1 to March 31/2004	483,157			
April 1 to June 30, 2004	498,329			
July 1 to September 30/2004	464,417			
October 1 to December 31/2004	424,448			
Total 2004	1,870,351	-2.4%		
2005				
January 1 to March 31/2005	393,120			
April 1 to June 30, 2005	403,218			
July 1 to September 30/2005	408,222			
October 1 to December 31/2005	372,518			
Total 2005	1,577,078	-15.7%		
2006				
January 1 to March 31/2006	344,906			
April 1 to June 30, 2006	355,429			
July 1 to September 30/2006	386,201			
October 1 to December 31/2006	369,383			
Total 2006	1,455,919	-7.7%		
2007				
January 1 to March 31/2007	358,727			
Total to Date	12,791,329			
	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%		
	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%

Prepared by April 20, 2007



"Man and Nature"

Sault Ste. Marie Region Conservation Authority

Mayor Rowswell and
Members of City Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

April 18, 2007

Dear Councillor:

The Sault Ste. Marie Region Conservation Authority is in the early stages of planning for our premiere Children's Source Water Festival scheduled to take place on September 19, 20 and 21, 2007 at the Fort Creek Conservation Area. This will be a great opportunity to introduce local elementary students to the importance of Source Water Protection as well as receiving Ontario curriculum through hands on Activity Centres.

Water is critical to all aspects of our lives and it is important that we ensure there are safe and reliable sources of water for everyone. The Ontario government is developing legislation and regulations to implement Source Water Protection Planning. Conservation Authorities are assisting the province by bringing stakeholders together.

Through the 2007 Festival, students will gain an increased awareness about the importance of Source Water Protection, Water Attitude, Water Conservation, Water Technology and Water Science using interactive learning centres that will compliment the Ministry curriculum.

Representatives from the following organizations are currently participating in the planning process:

Sault Ste. Marie Region Conservation Authority
Ministry of the Environment
Digital WebWorks

Algoma Public Health
Sault College of Applied Arts & Technology
Ermatinger-Clergue site
Ministry of Natural Resources
Parks Canada, Soo Locks
Kiwedin Elementary School

We anticipate that approximately 600 children in Grades three through five will attend over the three day event and we have been greatly encouraged by the preliminary response from local elementary school teachers.

Source Water Protection will only work if the people living and working in a watershed understand why our water resources need to be protected. We hope you will show your support by encouraging residents in your ward to become well-informed about where their drinking water comes from and how they can personally make a difference in ensuring safe and plentiful drinking water resources now and in the future.

Should you have any questions with regards to this event, please feel free to contact me.

Sincerely,



Christine Aasen
Assistant Manager &
Source Water Protection
Communications

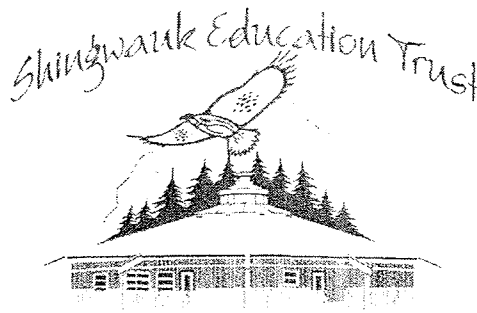
cc: Joe Fratesi, CAO
Donna Irving

File: WF06.037.doc



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

5(h)



1550 Queen St. E., Sault Ste. Marie, ON P6A 2G3
phone: 705-942-5069 Fax: 705-942-3947

City of Sault Ste. Marie
Mayor and City Council
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

RE: THREE FIRES CONFEDERACY GATHERING

Boozhoo Sault Ste Marie Mayor and City Council,

The Three Fires Confederacy is made up of the collective members of the Ojibway, Odawa, and Potawatomi Nations, historically the Confederacy met to discuss issues of governance, language and the environment. The Three Fires Confederacy will be gathering once again this August, 2007 from the 21st -26th in the traditional territory of Ketegaunseebee (Garden River) this will be the first time since 1991. This Gathering will focus on the history, the protocol of the Confederacy, and the Midewii win Lodge. During this time leaders and Anishinaabe citizens from both sides of the boarder will have a chance to rebuild relationships and share collective concerns.

The Three Fires Confederacy will host approximately 5000 attendees from Canada and the United States. The Sault Ste. Marie economy will definitely benefit because of this Gathering. Having stated this we are requesting a financial contribution in the area of \$10,000.00 towards the development of the Gathering.

Our Planning Committee is committed to the overall success of this Gathering and is willing to meet and discuss any concerns or questions pertaining to the financial contribution request. If you have any questions or concerns please contact me at 705-949-2301 ext. 4233 or by email at thunderchild@algomau.ca.

Meegwetch,

Patrick Boissoneau Thunderchild
Coordinator, Three Fires Confederacy Gathering

RECEIVED CITY CLERK	
APR 17 2007	
NO.:	50589
DIST.:	Mayon CAO

Agenda ✓



The Corporation of the
**County of
Simcoe**

(705) 726-9300 Fax: (705) 726-3991

5(i)

Beeton Area (905) 729-2294

CLERK'S OFFICE
Telephone Extension 1246

Administration Centre
1110 Highway 26
Midhurst, Ontario L0L 1X0

April 10, 2007

All Municipalities in Ontario
Western Ontario Warden's Caucus

Please be advised that at the March 1, 2007 meeting of Simcoe County Council, Council approved circulation of the following resolution to all municipalities and is requesting that you support the position contained therein:

WHEREAS, the Liberal party promised during the 2003 election campaign to increase funding to long term care homes by \$6,000 per resident per annum;

WHEREAS, a request in 2005 to increase funding in the per diem of \$11.19 for direct care and services to residents was only increased in the 2006/07 budget by \$1.07;

WHEREAS, the combined increases since the 2003 Liberal campaign represent \$2,307 or approximately one third of the government's \$6,000 promise;

AND WHEREAS, significant investment is needed now to meet the immediate needs of residents;

NOW THEREFORE, BE IT RESOLVED that the Council of the County of Simcoe urge this government to increase the funding per diem to residents of Long Term Care Homes in the fiscal year 2007-2008 by \$3,693 per resident, thereby fulfilling its election promise made in 2003;

AND THAT a copy of this resolution be forwarded to the Western Warden's Caucus and municipalities province wide.

.../2

All Municipalities in Ontario
Western Warden's Caucus
April 10, 2007
Page 2

A copy of the background report on this matter is available on the County of Simcoe website at

[http://gilford.county.simcoe.on.ca/ClearFrame/Production/eGenda/eGenda.nsf/0/2dbf6ffb96e545cf852572790069a122/\\$FILE/HS%2007-024%20OANHSS%20Update.doc](http://gilford.county.simcoe.on.ca/ClearFrame/Production/eGenda/eGenda.nsf/0/2dbf6ffb96e545cf852572790069a122/$FILE/HS%2007-024%20OANHSS%20Update.doc)

Please advise both Minister Smitherman and the undersigned of your support of the quoted resolution. Should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

Original signed by

Glen R. Knox
County Clerk

/cam

Donna Irving

5(j)

From: Customer Relations [customer.relations@infrastructureontario.ca]
Sent: April 11, 2007 9:48 AM
To: Donna Irving
Subject: Your Northern Ontario Representative



Donna P. Irving
The Corporation of The City of Sault Ste. Marie
d.irving@cityssm.on.ca

Dear Donna P.,

Infrastructure Ontario is pleased to introduce you to **Bill Paterson**, your representative for Northern Ontario.

Bill brings over 30 years of public and private sector expertise, including over 20 years at the Ministry of Transportation developing and implementing strategic programs in various senior management roles.

Bill has served as a city councillor for Oshawa, vice-chair of Oshawa Fire Protection, director of the Oshawa Housing Company, trustee for the R. McLaughlin Gallery and a member of the MacKenzie Park Association.

Bill is responsible for managing all aspects of Infrastructure Ontario's client relationships and will work with your organization to design an infrastructure development solution that is tailored to meet your needs.

Bill would be pleased to arrange a conference call or video conference at a time that works for you.

Contact Bill today at:
416-314-1420
bill.paterson@infrastructureontario.ca

Bill will be available to meet with your council, delegation or any other group at the following events:

Northwestern Ontario Municipal Association (NOMA)
Annual General Meeting
April 25 - 28, 2007
Dryden, Ontario

Ontario Assoc. of Non-Profit Homes and Services for Seniors (OANHSS) Annual Meeting & Convention
April 30 - May 1, 2007
Toronto, Ontario

Organization of Small Urban Municipalities (OSUM)
Annual Conference
May 2 - 4, 2007
Midland, Ontario

Federation of Northern Ontario Municipalities (FONOM)
Annual Conference
May 9 - 11, 2007
Kirkland Lake, Ontario

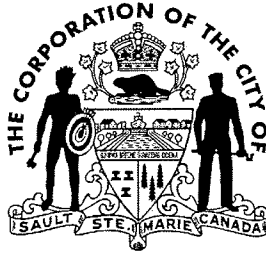
Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO)
Annual Conference
June 10 - 13, 2007
Kingston, Ontario

For more information about our loans and services, visit us online at:

4/13/07

5(1)

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



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

2007 04 30

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Jeff Barban – Social Services Department – Social Housing Division**
Yardi Social Housing User Conference
May, 2007
Toronto, ON
Estimated total cost to the City - \$ 576.80
Estimated net cost to the City - \$ 576.80
2. **Mary Cobean – Social Services Department – Social Housing Division**
Yardi Social Housing User Conference
May, 2007
Toronto, ON
Estimated total cost to the City - \$ 576.80
Estimated net cost to the City - \$ 576.80
3. **Joe Fratesi - CAO**
Building Bridges III Conference
May, 2007
Thunder Bay, ON
Estimated total cost to the City - \$ 840.53
Estimated net cost to the City - \$ 22.00
4. **Jerry Dolcetti – Engineering & Planning Department**
Building Bridges III Conference
May, 2007
Thunder Bay, ON
Estimated total cost to the City - \$ 743.53
Estimated net cost to the City - \$ 22.00

5. Dan Crozier – Fire Services

2007 OAFCA Conference and Trade Show

May, 2007

Toronto, ON

Estimated total cost to the City - \$ 264.00

Estimated net cost to the City - \$ 264.00

6. Kim Streich-Poser – Social Services Department

OMSSA 2007 Learning Forum

June, 2007

Markham, ON

Estimated total cost to the City - \$ 1,793.00

Estimated net cost to the City - \$ 896.50

7. Trevor Zachary – Community Services Department – Community Centres

National Aboriginal Hockey Championships

May, 2007

Prince Albert, ON

Estimated total cost to the City - \$ 1,769.00

Estimated net cost to the City - \$ 1,769.00

Yours truly,

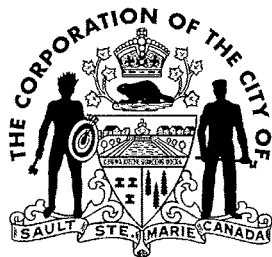


JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

5(m)

Ralph Robertson
Manager of Purchasing



Finance Department
Purchasing Division

2007 04 30

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

Re: Tender for Pest Control Services

Attached hereto for your information and consideration is a summary of the tenders received to provide the above captioned service at various locations within the City organization for a period of three (3) years.

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tender was held April 18, 2007, with Councillor J. Caicco representing City Council.

The tenders received have been evaluated and reviewed and the low tendered prices, meeting specifications, have been identified on the attached summary.

Funding for this service is provided within the operating accounts of the individual departments requiring the service.

RECOMMENDATION

It is therefore my recommendation that the tender for Pest Control Services be awarded to PCO Services Inc., at their total tendered price of \$24,056.70 annually, including G.S.T.

This report is submitted for Council's approval.

Respectfully submitted,

for Ralph Robertson
Manager of Purchasing

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

FINANCE DEPARTMENT

PURCHASING DIVISION

BUDGET: Items #1-20 by Department; City-Wide Rat Abatement - \$5000 plus taxes

RECEIVED: April 18, 2007

FILE: #2007XA07

SUMMARY OF TENDERS
PEST CONTROL SERVICES

<u>Location</u> Pest Control Program	Bugland Pest Control Sault Ste. Marie, ON			PCO Services Inc. Sault Ste. Marie, ON	
	<u>Item</u>	<u>Per Treatment</u>	<u>Annually</u>	<u>Per Treatment</u>	<u>Annually</u>
Civic Centre (monthly)	1	\$500.00	\$6,000.00	\$25.00	\$300.00
Landfill Site, Fifth Line (monthly)	2	\$541.67	\$6,500.00	\$45.00	\$540.00
Cemetery, 27 Fourth Line E. (monthly)	3	\$25.00	\$300.00	\$25.00	\$300.00
Works Centre, 128 Sackville Rd.(monthly)	4	\$500.00	\$6,000.00	\$50.00	\$600.00
Transit Ctr., 111 Huron St.(monthly)	5	\$25.00	\$300.00	\$25.00	\$300.00
Memorial Gardens, 269 Queen St. E. (monthly)	6	\$50.00	\$600.00	\$25.00	\$300.00
McMeeken Centre, Goulais Ave. (monthly)	7	\$25.00	\$300.00	\$20.00	\$240.00
John Rhodes Arena, Elizabeth St. (monthly)	8	\$50.00	\$600.00	\$25.00	\$300.00
Parks Department, 41 Lake Street (monthly)	9	\$45.00	\$540.00	\$25.00	\$300.00
Sr. Citizens Ctr., 619 Bay St. (monthly)	10	\$30.00	\$360.00	\$20.00	\$240.00
Steelton Sr. Ctr., 235 Wellington W (monthly)	11	\$30.00	\$360.00	\$20.00	\$240.00
ErmatingerClergueSite, 831 Queen St E.(6 times)	12	\$30.00	\$180.00	\$25.00	\$150.00
Jessie Irving Ctr., 84 Ruth (6 times)	13	\$30.00	\$180.00	\$25.00	\$150.00
Maycourt Ctr., 13 Salisbury Ave. (6 times)	14	\$30.00	\$180.00	\$25.00	\$150.00
Roberta Bondar Marina Concession (4 times)	15	\$30.00	\$120.00	\$23.75	\$95.00
Strathclair Park Concession (4 times)	16	\$30.00	\$120.00	\$23.75	\$95.00
Bellevue Park Concession (4 times)	17	\$30.00	\$120.00	\$23.75	\$95.00
Roberta Bondar Marina Service Bldg. (2 times)	18	\$30.00	\$60.00	\$150.00	\$300.00
Bellevue Marina Service Bldg. & Kiosk 2 (times)	19	\$30.00	\$60.00	\$150.00	\$300.00
Subtotal for Pest Control			\$22,880.00		\$4,695.00
City Wide Rat Abatement Program (Monthly Billing)	20	\$5,000.00	\$60,000.00	\$1,500.00	\$18,000.00
Sub Total:			\$82,880.00		\$22,695.00
G.S.T.			\$4,972.80		\$1,361.70
Total Annual Cost			\$87,852.80		\$24,056.70

Note: The low tendered prices, meeting specifications, are boxed above.

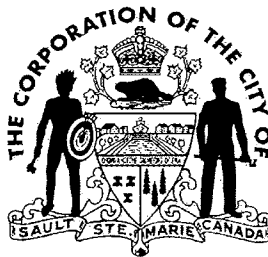
It is my recommendation that the low tendered prices, submitted by PCO Services Corp., be accepted.

Ralph Robertson
Manager of Purchasing

5(m)

5(m)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2007 04 30

Mayor John Rowsell and
Members of City Council

Re: Pest Control Contract

On March 6, 2006 a three year pest control contract was awarded to Norwest Pest Control.

In the attached letter of March 23, 2007, Norwest Pest Control declared they were ceasing operations in Sault Ste. Marie effective April 30, 2007. As a result, it is now necessary to replace this important service.

A tender was prepared with the same specifications as listed in 2006 and the attached report appears for your consideration.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Matesi
Chief Administrative Officer



430 Balmoral Street
Thunder Bay, ON P7C 5G8
Tel: (807) 577-2499
Toll Free: (800) 360-1560
Fax: (807) 577-8431
Sault Ste. Marie
(705) 253-3529
Web: www.norwestpest.com

5(m)

March 23, 2007

City of Sault Ste. Marie
P.O. BOX 580, Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Attention: Ralph Robertson, Purchasing Manager

Please be advised that Nor West Pest Control will no longer be offering services in the City of Sault Ste. Marie after April 30, 2007. It is with regret we will no longer offer our services to the City of Sault Ste. Marie after April 30, 2007. High expense, lack of growth and long travel distances from our office in Thunder Bay have created an endless burden/expense on the operation bringing forth this decision.

We are negotiating the transfer of all work in Sault Ste. Marie to another Pest Control Operation, but they do not want the Rat Abatement Program or city work without negotiation with your operation. We have had an online computer program built for the Rat Abatement Program in your community which may be beneficial to the future of the program and may be purchased by your operation.

Nor West Pest Control is ceasing operations in Sault Ste. Marie at April 30, 2007 and will continue to service your requirements until that time as required or requested. Prepayment of all city accounts to Nor West Pest Control comes due at April 1, 2007, please advise when you would like our services to end to best fit your operation March 31, 2007 or April 30, 2007. I apologize to the City of Sault Ste. Marie for the inconvenience and wish your community all the best to the future. Special thanks to many City Staff and residents for all their support over the past years.

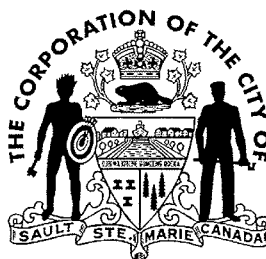
Sincerely,

Robert Hamlyn, Operator
Nor West Pest Control
430 Balmoral Street
Thunder Bay, Ontario
P7C 5G8
No Charge Dial 1-800-360-1560
Email: rob@norwestpest.com

5(n)

Ralph Robertson
Manager of Purchasing

Finance Department
Purchasing Division



2007 04 30

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

Re: Small Vehicle Purchase – One (1) Mid-Size Cargo Van

The lease on a 2004 GMC Safari Cargo Van assigned to the Parking Division has reached the end of its term.

Purchasing has investigated various options to replace the vehicle including leasing another van, purchasing a new van, or purchasing the existing vehicle.

Finance Department staff in conjunction with Mr. Jim Elliott, Deputy Commissioner of Public Works & Transportation, and Mr. Art Gagnon, Assistant Manager Transit & Parking, have reviewed the figures and determined that the buy-out of the vehicle under lease provides the most favourable financial option for the City.

The 2004 GMC Safari Van presently under lease has 46,900 km on the odometer. Parking staff have determined that it has provided dependable service during the term of the lease. Based on the low mileage and past experience with the vehicle, staff anticipate that the van will continue to provide the same level of reliable service for a number of years to come.

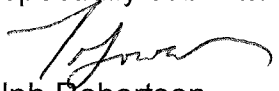
Funding for this purchase is provided within the Parking Division operating budget.

RECOMMENDATION

It is therefore my recommendation that the City purchase the 2004 GMC Safari from National Car Rental Inc. (Spadoni Leasing) for \$12,312.00, including taxes.

This report is submitted for Council's approval.

Respectfully submitted,


for Ralph Robertson
Manager of Purchasing

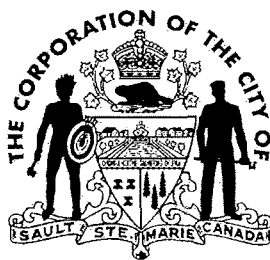
Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RR:nt
Attach.

RECOMMENDED FOR APPROVAL

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2007 04 30

Mayor John Rowsell
and Members of City Council

Re: 2007 Budget

Mr. Scott McLellan, Manager of Budgets and Revenue has prepared the attached 2007 budget summary based on the adjustments from the April 10, 2007 City Council meeting.

The 2007 tax transition ratios are the same as 2006.

Also included in the agenda are the appropriate tax and transition by-laws.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of
Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

CITY OF SAULT STE. MARIE

2007 PROPERTY TAX RATE INCREASE - APPROVED BUDGET

	Total Rural Tax Rate	2006 Equivalent	Amount of Increase	% of Increase	Total Urban Tax Rate	2006 Equivalent	Amount of Increase	% of Increase
1 Residential	0.02050542	0.01991851	0.00058691	2.95	0.02142149	0.02083250	0.00058899	2.83
2 Multi-Residential	0.02555954	0.02480660	0.00075294	3.04	0.02673476	0.02597916	0.00075560	2.91
3 Commercial - Occupied	0.05029285	0.04930846	0.00098439	2.00	0.05182543	0.05083756	0.00098787	1.94
Commercial - Excess Land	0.03520499	0.03451593	0.00068906	2.00	0.03627780	0.03558631	0.00069149	1.94
Commercial - Vacant Land	0.03719206	0.03646410	0.00072796	2.00	0.03832542	0.03759489	0.00073053	1.94
General Rate Only (International Bridge)	0.02988885	0.02890694	0.00098191	3.40	0.03142143	0.03043604	0.00098539	3.24
3a Shopping Centres	0.05338917	0.05234420	0.00104497	2.00	0.05501611	0.05396745	0.00104866	1.94
Shopping - Excess Land	0.03737242	0.03664095	0.00073147	2.00	0.03851128	0.03777722	0.00073406	1.94
3b Office Buildings	0.07345522	0.07201747	0.00143775	2.00	0.07569364	0.07425080	0.00144284	1.94
Office Bldg - Excess Land	0.05141865	0.05041224	0.00100641	2.00	0.05298555	0.05197558	0.00100997	1.94
3c Parking Lots	0.03719206	0.03646410	0.00072796	2.00	0.03832542	0.03759489	0.00073053	1.94
4 Industrial - Occupied	0.05656152	0.05523420	0.00132732	2.40	0.05832505	0.05699372	0.00133133	2.34
Industrial - Vacant & Excess Land	0.03676498	0.03590223	0.00086275	2.40	0.03791127	0.03704592	0.00086535	2.34
Industrial - Vacant Land	0.03676498	0.03590223	0.00086275	2.40	0.03791127	0.03704592	0.00086535	2.34
Large Industrial	0.08059566	0.07870436	0.00189130	2.40	0.08310855	0.08121154	0.00189701	2.34
Lg Industrial - Vacant & Excess Land	0.05238718	0.05115783	0.00122935	2.40	0.05402055	0.05278750	0.00123305	2.34
5 Pipeline	0.04415667	0.04327654	0.00088013	2.03	0.04553041	0.04464716	0.00088325	1.98
6 Farm	0.00512635	0.00497963	0.00014672	2.95	0.00535537	0.00520813	0.00014724	2.83
7 Managed Forests	0.00512635	0.00497963	0.00014672	2.95	0.00535537	0.00520813	0.00014724	2.83



CITY OF SAULT STE. MARIE

2007 PROPERTY TAX RATES - APPROVED BUDGET

	Overall General	Overall Capital & Debenture	Social Services	Hospital	Education	Total Rural Tax Rate	Urban Only General	Urban Capital & Debenture	Total Urban Tax Rate
1 Residential	0.01020892	0.00202245	0.00537092	0.00026313	0.00264000	0.02050542	0.00043327	0.00048280	0.02142149
2 Multi-Residential	0.01309702	0.00259460	0.00689035	0.00033757	0.00264000	0.02555954	0.00055584	0.00061938	0.02673476
3 Commercial - Occupied	0.01707952	0.00338356	0.00898555	0.00044022	0.02040400	0.05029285	0.00072486	0.00080772	0.05182543
Commercial - Excess Land	0.01195567	0.00236849	0.00628988	0.00030815	0.01428280	0.03520499	0.00050740	0.00056541	0.03627780
Commercial - Vacant Land	0.01263048	0.00250218	0.00664490	0.00032554	0.01508896	0.03719206	0.00053604	0.00059732	0.03832542
General Rate Only (International Bridge)	0.01707952	0.00338356	0.00898555	0.00044022	0.00000000	0.02988885	0.00072486	0.00080772	0.03142143
3a Shopping Centres	0.01813104	0.00359187	0.00953875	0.00046732	0.02166019	0.05338917	0.00076949	0.00085745	0.05501611
Shopping - Excess Land	0.01269173	0.00251431	0.00667713	0.00032712	0.01516213	0.03737242	0.00053864	0.00060022	0.03851128
3b Office Buildings	0.02494550	0.00494186	0.01312384	0.00064296	0.02980106	0.07345522	0.00105870	0.00117972	0.07569364
Office Bldg - Excess Land	0.01746185	0.00345930	0.00918669	0.00045007	0.02086074	0.05141865	0.00074109	0.00082581	0.05298555
3c Parking Lots	0.01263048	0.00250218	0.00664490	0.00032554	0.01508896	0.03719206	0.00053604	0.00059732	0.03832542
4 Industrial - Occupied	0.01965319	0.00389342	0.01033956	0.00050655	0.02216880	0.05656152	0.00083409	0.00092944	0.05832505
Industrial - Excess Land	0.01277457	0.00253072	0.00672071	0.00032926	0.01440972	0.03676498	0.00054216	0.00060413	0.03791127
Industrial - Vacant Land	0.01277457	0.00253072	0.00672071	0.00032926	0.01440972	0.03676498	0.00054216	0.00060413	0.03791127
4a Large Industrial - Occupied	0.02800423	0.00554781	0.01473305	0.00072180	0.03158877	0.08059566	0.00118851	0.00132438	0.08310855
Lg Industrial - Excess Land	0.01820275	0.00360608	0.00957648	0.00046917	0.02053270	0.05238718	0.00077253	0.00086084	0.05402055
5 Pipeline	0.01530930	0.00303287	0.00805423	0.00039459	0.01736568	0.04415667	0.00064973	0.00072401	0.04553041
6 Farm	0.00255223	0.00050561	0.00134273	0.00006578	0.00066000	0.00512635	0.00010832	0.00012070	0.00535537
7 Managed Forests	0.00255223	0.00050561	0.00134273	0.00006578	0.00066000	0.00512635	0.00010832	0.00012070	0.00535537

Education Rates are the 2007 Provincial Rates per OPTA (01 February 2007)

CITY OF SAULT STE. MARIE

2007 PROPERTY TAX LEVY - APPROVED BUDGET

	Overall General	Overall Capital & Debenture	Overall District Soc Serv	Overall Hospital Donation	Urban Only General	Urban Capital & Debenture	City Taxes	Education	Total Levy
1 Residential	26,830,642	5,315,316	14,115,620	691,547	1,007,882	1,123,100	49,084,107	6,938,334	56,022,441
2 Multi-Residential	2,094,102	414,854	1,101,708	53,975	88,773	98,921	<u>3,852,333</u>	<u>422,113</u>	<u>4,274,446</u>
							52,936,440	7,360,447	60,296,887
3 Commercial - Occupied	6,806,053	1,348,322	3,580,670	175,424	277,174	308,859	12,496,502	8,130,832	20,627,334
Commercial - Excess Land	35,251	6,983	18,545	909	1,359	1,515	64,562	42,112	106,674
Commercial - Vacant Land	120,505	23,873	63,398	3,106	4,898	5,458	221,238	143,961	365,199
General Rate Only (International Bridge)	24,560	4,866	12,921	633	1,042	1,162	45,184	0	45,184
3a Shopping Centres	1,794,338	355,469	944,002	46,248	76,153	84,858	3,301,068	2,143,600	5,444,668
Shopping - Excess Land	0	0	0	0	0	0	0	0	0
3b Office Buildings	176,861	35,037	93,047	4,559	7,506	8,364	325,374	211,287	536,661
Office Bldg - Excess Land	0	0	0	0	0	0	0	0	0
3c Parking Lots	21,358	4,231	11,237	550	906	1,010	<u>39,292</u>	<u>25,515</u>	<u>64,807</u>
							16,493,220	10,697,307	27,190,527
4 Industrial - Occupied	689,207	136,536	362,592	17,764	23,855	26,582	1,256,536	777,425	2,033,961
Industrial -Vacant & Excess Land	5,447	1,079	2,866	140	185	207	9,924	6,144	16,068
Industrial - Vacant Land	33,877	6,711	17,823	873	1,373	1,530	62,187	38,214	100,401
Large Industrial	3,735,186	739,963	1,965,084	96,273	158,523	176,645	6,871,674	4,213,289	11,084,963
Lg Industrial -Vacant & Excess Land	32,610	6,460	17,156	841	1,384	1,542	<u>59,993</u>	<u>36,784</u>	<u>96,777</u>
							8,260,314	5,071,856	13,332,170
5 Pipeline	272,659	54,015	143,446	7,028	206	230	477,584	309,283	786,867
6 Farm	3,959	784	2,083	102	10	11	6,949	1,024	7,973
7 Managed Forests	1,887	374	993	49	11	12	3,326	488	3,814
	42,678,502	8,454,873	22,453,191	1,100,021	1,651,240	1,840,006	78,177,833	23,440,405	101,618,238

2006 Equivalent

\$

%

76,123,909

2,053,924

2.70

23,736,259

(295,854)

(1.25)

99,860,168

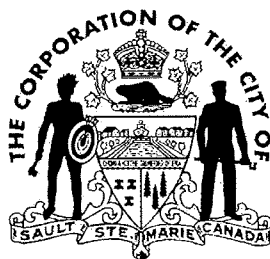
1,758,070

1.76

5/6)

5(p)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2007 04 30

Mayor John Rowswell and
Members of City Council

Re: Hospital Building Permit

The Building Division issued a building permit on March 28, 2007 for the new Sault Area Hospital (SAH).

SAH submitted a cheque for the calculated permit fee of \$1,541,860.

Also attached is a letter from SAH requesting the City fund this fee from our financial commitment to the new hospital.

Attached in Exhibit A is the Summary of Casino Revenues & Hospital Reserve indicating the reserve balance at December 31, 2006 was \$15,169,576. The City has already agreed to fund construction of a roadway on the hospital site.

The City contribution to the new hospital is based on a payment of \$27,500,000 at the end of 2008 plus interest costs resulting in an estimated donation of \$29,500,000.

Building permit fee revenue is subject to the conditions of the Building Code Act.

RECOMMENDATION

The City fund the calculated building permit fee from the Hospital Reserve and return the building fee cheque received from SAH and that this fee be considered to be part of the total commitment that has been made by the City.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Exhibit A - Summary of Casino Revenues & Hospital Reserve

Revenue	Police and Fire Costs	Doctor Recruitment	Hospital	Other	Total Revenue
1999	234,563		509,101	39,568	783,232
2000	292,709		1,000,000		1,292,709
2001	258,015	353,220	1,000,000		1,611,235
2002	278,456	631,731	1,000,000	15,956	1,926,143
2003	304,774	611,161	1,000,000		1,915,935
2004	314,436	555,915	1,000,000		1,870,351
2005	334,167	242,911	1,000,000		1,577,078
2006	355,020	100,899	1,000,000		1,455,919
Total	<u>\$ 2,372,140</u>	<u>\$ 2,495,837</u>	<u>\$ 7,509,101</u>	<u>\$ 55,524</u>	<u>\$ 12,432,602</u>

Hospital Levy

2001	\$ 1,100,000
2002	1,100,000
2003	1,100,000
2004	1,100,000
2005	1,100,000
2006	<u>1,100,000</u>
Total Hospital Levy	6,600,000
Interest Earned on Reserve	<u>1,534,554</u>
Subtotal Reserve	15,643,655
SAH access road 2005	(15,556)
SAH access road 2006	<u>(458,523)</u> (474,079)
Reserve Total December 31, 2006	<u>\$ 15,169,576</u>

On September 25, 2006, City Council approved a contract with Mid Canada Construction for \$1,054,475 for the construction of an access road. There will be additional engineering costs for the project. Sault Area Hospital agreed that the cost of the access road would be deducted from the City's donation.

Structure of City Hospital Contribution

Casino Revenue of \$1,000,000 to the end of 2013	\$ 14,509,101
Hospital levy of \$1,100,000 to 2013 with part payment in 2014	<u>14,993,000</u>
Total Hospital Contribution	<u>\$ 29,502,101</u>

The contribution is based on a payment of \$27,500,000 at the end of 2008 plus interest costs.



SAULT AREA
HOSPITAL
HÔPITAL DE
SAULT-SAINTE-MARIE

5(p)

tel./tél. :
fax/télec. :

March 30, 2007

Mr. Bill Freiburger
Commissioner of Finance & Treasurer
Corporation of the City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

Re: Building Permit Fee – New Hospital

Dear Mr. Freiburger:

Last week we discussed the funding of the building permit fee for the new hospital project. The amount of this fee is \$1,541,860. As agreed, our cheque in this amount was submitted with our building permit application to the City earlier this week.

Please accept this as our formal request to the City to fund this fee as part of your financial commitment to the new hospital project. Please let us know at your earliest convenience if you will be able to support this requested course of action.

Please contact me if any further information or discussion is required.

Yours truly,

Ron Gagnon
President & CEO
(759-3601)



P. A. Liepa, A.I.M.A.
City Tax Collector



5(9)

Finance Department
Tax & Licence Division

2007 04 30

Mayor John Rowsell
And Members of City Council
Civic Centre

**RE: Vacant Unit Tax Rebate Program
Commercial and Industrial Properties**

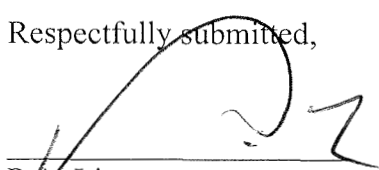
Attached are listings that summarize applications for vacant unit property tax rebates pursuant to Section 364 of the Municipal Act, 2001, reflecting the 2005 and 2006 taxation years.

All applications were received within the statutory time limit. Applications requiring clarification of the assessment values were returned to the Municipal Property Assessment Corporation (MPAC) for further research.

MPAC has recommended the amount of assessments to be adjusted and each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

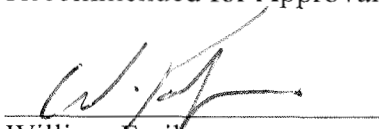
Respectfully submitted,


P.A. Liepa
City Tax Collector

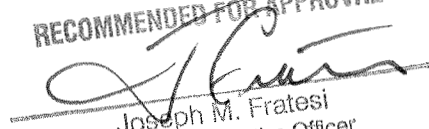
PAL/ms

Attach.

Recommended for Approval


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2005 PROPERTY TAXES

DATE: 2007/04/23 PAGE: 1
TIME: 14:15

ROLL NUMBER PROPERTY ADDRESS /
PERSON ASSESSED

04002115100 00293 BAY ST
ALGOMA CENTRAL PROPERTIES

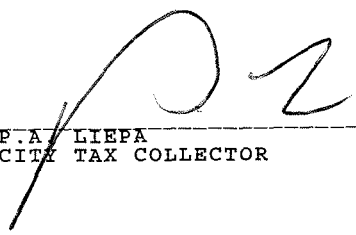
C A N C E L L A T I O N S				D O W N T O W N / B. I. A.				TOTAL		
TAXES	INT	CAN	INT PAY	REBATE	TAXES	INT	CAN	INT PAY	REBATE	REBATE
1471.71		.00	.00	1471.71	.00	.00	.00	.00	.00	1471.71
U-C S										
TOTALS:				1471.71	.00	.00	.00	.00	.00	1471.71

5(9)

VACANCY SUMMARY

TAX ADJUSTMENTS:	1471.71	.00	1471.71
INTEREST CANCELLATION:	.00	.00	.00
INTEREST PAYABLE:	.00	.00	.00
TOTAL ADJUSTMENTS:	1471.71	.00	1471.71

CERTIFIED CORRECT



P.A. LIEPA
CITY TAX COLLECTOR

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2006 PROPERTY TAXES

DATE: 2007/04/23 PAGE: 1
TIME: 14:22

ROLL NUMBER	PROPERTY ADDRESS / PERSON ASSESSED	C A N C E L L A T I O N S				D O W N T O W N / B. I. A.				TOTAL REBATE
		TAXES	INT CAN	INT PAY	REBATE	TAXES	INT CAN	INT PAY	REBATE	
01000609900	00149 TRUNK RD 786211 ONTARIO LIMITED	464.45 U-C	.00	.00	464.45	.00	.00	.00	.00	464.45
01000610000	00151 TRUNK RD 786211 ONTARIO LIMITED	822.01 U-C	78.02	.00	900.03	.00	.00	.00	.00	900.03
01001302000	00343 TRUNK RD MACDONALD DEBORAH MARTHA	1389.16 U-C	97.44	.00	1486.60	.00	.00	.00	.00	1486.60
01001803902	00625 TRUNK RD 625 TRUNK ROAD LTD	8836.03 U-C S	921.48	.00	9757.51	.00	.00	.00	.00	9757.51
01007001300	01155 TRUNK RD CAPUTO MICHAEL CARMEN	852.55 U-C	7.40	.00	859.95	.00	.00	.00	.00	859.95
01007002500	01329 TRUNK RD SHAULE ROGER WAYNE	751.76 R-C	2.73	.00	754.49	.00	.00	.00	.00	754.49
01007002500	01329 TRUNK RD SHAULE ROGER WAYNE	295.54 R-C	1.07	.00	296.61	.00	.00	.00	.00	296.61
02003808200	00492 ALBERT ST E TREMBINSKI TERRANCE ROBERT	345.31 U-C	.00	.00	345.31	.00	.00	.00	.00	345.31
02004204200	00648 QUEEN ST E DOWNTOWN MENEAN MARK	282.96 U-C	24.18	.00	307.14	108.59	7.56	.00	116.15	423.29
02004206700	00508 QUEEN ST E DOWNTOWN MCGUIRE THOMAS	175.73 U-C	2.71	.00	178.44	55.39	1.68	.00	57.07	235.51
02004208200	00484 QUEEN ST E DOWNTOWN 378173 ONTARIO LIMITED	786.66 U-C	.00	.00	786.66	247.97	.00	.00	247.97	1034.63
02004211600	00338 QUEEN ST E DOWNTOWN MANINOS INVESTMENTS (SAULT)	1646.66 U-C	.00	.00	1646.66	478.63	.00	.00	478.63	2125.29
02004211800	00328 QUEEN ST E DOWNTOWN GREGANTI SAURO	1469.31 U-C	140.60	.00	1609.91	463.15	37.12	.00	500.27	2110.18
02004211900	00324 QUEEN ST E DOWNTOWN 1372162 ONTARIO LTD	197.12 U-C	16.17	.00	213.29	55.61	4.48	.00	60.09	273.38
02004214000	00311 QUEEN ST E DOWNTOWN BELL CANADA	5816.46 U-C	.00	.00	5816.46	1801.95	.00	.00	1801.95	7618.41
02004216100	00551 QUEEN ST E DOWNTOWN THE FASHION SHOP (1983)	398.39 U-C	.86	.00	399.25	121.05	.00	.00	121.05	520.30
02004217600	00677 QUEEN ST E DOWNTOWN SUDBURY STERLING INVESTMENTS	3026.13 U-C	.00	.00	3026.13	898.28	.00	.00	898.28	3924.41
02004401900	00421 BAY ST ALGOMA CENTRAL PROPERTIES	1042.46 U-C D	.00	.00	1042.46	.00	.00	.00	.00	1042.46
02004504100	00875 QUEEN ST E 1022291 ONTARIO INC	17941.64 U-C	44.52	.00	17986.16	.00	.00	.00	.00	17986.16
03001102500	00043 BLACK RD RALISON INVESTMENTS LIMITED	10313.32 U-C S	.00	.00	10313.32	.00	.00	.00	.00	10313.32
03001103100	00115 BLACK RD WAGNER RUTH GISELA	296.05 U-C	.00	.00	296.05	.00	.00	.00	.00	296.05
03004102600	00111 GREAT NORTHERN RD SPINA JOSEPH FRANK	1804.22 U-C	33.34	.00	1837.56	.00	.00	.00	.00	1837.56
03005600600	00088 WHITE OAK DR E GREYWALL COATINGS INC	1572.31 U-C	.00	.00	1572.31	.00	.00	.00	.00	1572.31
03005601500	00011 WHITE OAK DR E MCRAIN DEVELOPMENTS INC	8664.55 U-C	442.41	.00	9106.96	.00	.00	.00	.00	9106.96

569

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2006 PROPERTY TAXES

DATE: 2007/04/23 PAGE: 2
TIME: 14:22

ROLL NUMBER	PROPERTY ADDRESS / PERSON ASSESSED	C A N C E L L A T I O N S				D O W N T O W N / B. I. A.				TOTAL REBATE
		TAXES	INT CAN	INT PAY	REBATE	TAXES	INT CAN	INT PAY	REBATE	
03005603000	00009 SACKVILLE RD ODENA RELOAD CENTRE INC	2401.22 U-C	154.84	.00	2556.06	.00	.00	.00	.00	2556.06
03006204402	00773 GREAT NORTHERN RD GNR BUSINESS CENTER LIMITED	1163.13 U-C	6.39	.00	1169.52	.00	.00	.00	.00	1169.52
03006500305	00860 GREAT NORTHERN RD 2057597 ONTARIO LIMITED	1753.96 U-C	164.10	.00	1918.06	.00	.00	.00	.00	1918.06
03007000800	00432 GREAT NORTHERN RD 510127 ONTARIO LIMITED	7328.03 U-C	.00	.00	7328.03	.00	.00	.00	.00	7328.03
03007901000	00340 GREAT NORTHERN RD MAR-LI INVESTMENTS INC	8870.98 U-C	.00	.00	8870.98	.00	.00	.00	.00	8870.98
03008507410	00987 GREAT NORTHERN RD CLIFHOLD CORPORATION	879.57 U-C	2.34	.00	881.91	.00	.00	.00	.00	881.91
03009202101	02679 GREAT NORTHERN RD 2 1138845 ONTARIO INC	1700.97 R-C	.00	.00	1700.97	.00	.00	.00	.00	1700.97
04001815400	00237 BRUCE ST 1704608 ONTARIO INC	866.26 U-C	4.48	.00	870.74	.00	.00	.00	.00	870.74
04002107200 DOWNTOWN	00238 QUEEN ST E ORAZIETTI FURNITURE LIMITED	1418.49 U-C	13.98	.00	1432.47	447.13	2.24	.00	449.37	1881.84
04002107300 DOWNTOWN	00232 QUEEN ST E ORAZIETTI FURNITURE LIMITED	512.53 U-C	5.48	.00	518.01	148.41	.00	.00	148.41	666.42
04002107400 DOWNTOWN	00222 QUEEN ST E ORAZIETTI FURNITURE LIMITED	554.51 U-C	1.96	.00	556.47	141.22	.00	.00	141.22	697.69
04002107700 DOWNTOWN	00212 QUEEN ST E PROFESSIONAL PLACE	3762.23 U-C	.00	.00	3762.23	1185.92	.00	.00	1185.92	4948.15
04002108200	00122 DENNIS ST RE ORAZIETTI FURNITURE LIMITED	530.43 U-C	4.45	.00	534.88	.00	.00	.00	.00	534.88
04002113400	00175 QUEEN ST E LA ROMA PROPERTY	260.92 U-C	.00	.00	260.92	.00	.00	.00	.00	260.92
04002115100	00293 BAY ST ALGOMA CENTRAL PROPERTIES	30117.86 U-C S	.00	.00	30117.86	.00	.00	.00	.00	30117.86
04002403000	00163 GORE ST 920916 ONTARIO INC	2000.78 U-C	180.03	.00	2180.81	.00	.00	.00	.00	2180.81
04002704600	00120 WELLINGTON ST W ALFANO VICTOR	1128.59 U-C	26.98	.00	1155.57	.00	.00	.00	.00	1155.57
04003110700	00075 HURON ST ST MARYS PAPER LTD	12905.76 U-C L	1314.87	.00	14220.63	.00	.00	.00	.00	14220.63
05001100300	00245 SECOND LINE W 786211 ONTARIO LIMITED	423.10 U-C	5.86	.00	428.96	.00	.00	.00	.00	428.96
05001204400	00349 KORAH RD LALIBERTE JANICE LYNN	648.18 U-C	60.39	.00	708.57	.00	.00	.00	.00	708.57
05002408600	00244 SECOND LINE W OAY AH LAN	1014.86 U-C	.00	.00	1014.86	.00	.00	.00	.00	1014.86
06000100100	00000 QUEEN ST W ALGOMA STEEL INC	20600.19 U-L	.00	.00	20600.19	.00	.00	.00	.00	20600.19
06000100102	00547 WALLACE TERR ALGOMA TUBES INC	6799.58 U-L	16.60	.00	6816.18	.00	.00	.00	.00	6816.18
06000604300	00270 GOULAIS AVE REDA DOMENIC	642.08 U-C	.00	.00	642.08	.00	.00	.00	.00	642.08

5(9)

APPLICATION FOR VACANT UNIT TAX REBATE
PURSUANT TO SECTION 364
OF THE MUNICIPAL ACT, 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
VACANT UNIT TAX REBATE PROGRAM
2006 PROPERTY TAXES

DATE: 2007/04/23 PAGE: 3
TIME: 14:22

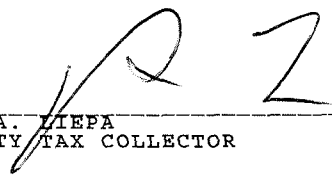
ROLL NUMBER	PROPERTY ADDRESS / PERSON ASSESSED	C A N C E L L A T I O N S				D O W N T O W N / B. I. A.				TOTAL REBATE				
		TAXES	INT	CAN	INT	PAY	REBATE	TAXES	INT	CAN	INT	PAY	REBATE	
06002405300	00658 SECOND LINE W LAROUÉ DALE LESLIE IN TRUST	2509.74 U-C		.00		.00	2509.74	.00		.00		.00	.00	2509.74
06002602400	00655 SECOND LINE W DICANDIA REMO NICOLA	2409.70 U-C		.00		.00	2409.70	.00		.00		.00	.00	2409.70
TOTALS:		182394.43	3775.68		.00	186170.11		6153.30	53.08		.00		6206.38	192376.49

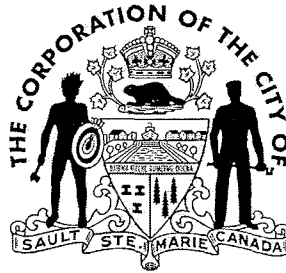
569

VACANCY SUMMARY

TAX ADJUSTMENTS:	182394.43	6153.30	188547.73
INTEREST CANCELLATION:	3775.68	53.08	3828.76
INTEREST PAYABLE:	.00	.00	.00
TOTAL ADJUSTMENTS:	186170.11	6206.38	192376.49

CERTIFIED CORRECT


P.A. LIEPA
CITY TAX COLLECTOR



2007 04 30

Mayor John Rowsell
and Members of City Council
Civic Centre

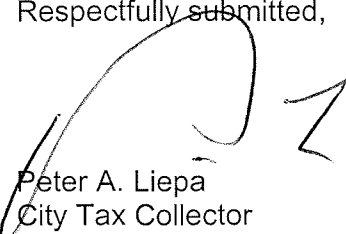
RE: Property Tax Appeals

Attached are listings that summarize applications for adjustments to the Tax Roll pursuant to Section 357 of the Municipal Act, 2001.

The Municipal Property Assessment Corporation (MPAC) has recommended the amount of assessment to be adjusted. Each of the applications has been reviewed individually and recommended as shown.

An appropriate resolution has been prepared for your consideration.

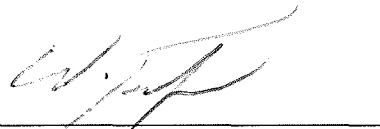
Respectfully submitted,


Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 358
OF THE MUNICIPAL ACT, 2001

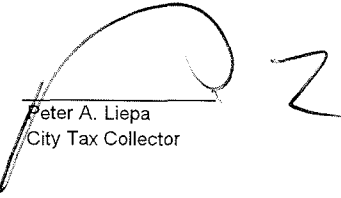
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2007

DATE: 2007-04-30
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
040-001-132-00	150 Commee Ave	Algoma Steel Inc.	IT/LU	B	07-19	1,444.27		1,444.27

Certified Correct:

REPORT TOTAL 1,444.27 0.00 1,444.27


Peter A. Liepa
City Tax Collector

-
- A. REALTY TAX CLASS CONVERSION
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

-
- D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST
3 MONTHS DUE TO REPAIRS OR RENOVATIONS

561

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 358
OF THE MUNICIPAL ACT, 2001

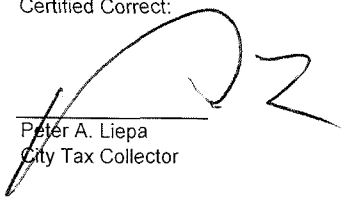
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2006

DATE: 2007-04-30
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL ADJUSTMENT
						TAXES	INTEREST	
010-080-040-00	793 River Road	Shunock, Frank Frederick Hedlund, Jane Eva	CT	A/D	07-16	2,493.51	12.47	2,505.98
030-011-025-00	43 Black Road	Ralison Investments Limited Gunidan Investments Limited	CT/ST	E	07-17	CONFIRMED		-
060-001-001-00	000 Queen Street West	Algoma Steel Inc.	CT/LU/LT	D	07-18	5,603.60		5,603.60

Certified Correct:

REPORT TOTAL 8,097.11 12.47 8,109.58


Peter A. Liepa
City Tax Collector

-
- A. REALTY TAX CLASS CONVERSION
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

-
- D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST
3 MONTHS DUE TO REPAIRS OR RENOVATIONS

5(1)

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 358
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2005

DATE: 2007-04-30
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	INTEREST	TOTAL ADJUSTMENT
030-011-025-00	43 Black Road	Ralison Investments Limited	Gunidan Investments Limited	CT/ST	E	07-15	CONFIRMED	-

Certified Correct:

REPORT TOTAL 0.00 0.00 0.00

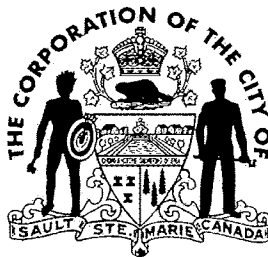
Peter A. Liepa
City Tax Collector

- A. REALTY TAX CLASS CONVERSION
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

- D. DEMOLISHED AFTER RETURN OF ROLL
- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST
3 MONTHS DUE TO REPAIRS OR RENOVATIONS

5(1.1)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2007 04 30

Mayor John Rowswell and
Members of City Council

**Re: Queenstown Board of Management (O/A The Downtown Association)
2007 Budget Estimates and 2006 Audit Report**

In accordance with Sections 204 – 215 of The Municipal Act, attached is a copy of the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statement for the year ended December 31, 2006, together with a copy of the 2007 Operating Estimates for your approval. The 2006 Annual Report is appended under separate cover.

The 2007 Estimates of the Downtown Association are not a part of the City Budget Estimates and the levy is charged directly against the properties within the Downtown (Queenstown) area.

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of
Finance and Treasurer

WF/kl

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(s)

**Downtown Association
2007 Budget**

2007 Downtown Association Budget

(approved by Board of Directors Jan.16, 2007)

<u>REVENUE</u>	<u>Budget 2007</u>
Assessments	170,000.00
Adjustments	(5,000.00)
Associate Membership	5,000.00
Grants	5,000.00
Miscellaneous Income	30,000.00
Interest Income	500.00
GST Rebate **	5,000.00
Total Income	210,500.00
 <u>EXPENDITURES</u>	
Salaries & Benefits (3 staff)	99,000.00
 Office Expenses:	
Rent	18,720.00
Renovations / Maintenance	1,500.00
Supplies	2,500.00
Equipment Repairs & Maintenance	750.00
Telephone	2,500.00
Internet	800.00
Insurance	2,700.00
Photocopier Rent	-
Photocopies	500.00
Postage & Courier	1,000.00
Parking Tickets	100.00
Subtotal - Office Expenses	31,070.00
 Office Furniture & Equipment	500.00
Maintenance & Beautification	3,500.00
Marketing & Communication	26,500.00
Downtown Improvement (IBI)	80,000.00
Downtown Improvement income (IBI)	(60,000.00)
Special Projects	15,000.00
 Meetings & Seminars:	
Board Meetings	3,000.00
Other Meetings	1,500.00
Conferences	3,500.00
Subtotal Meetings & Seminars	8,000.00
 Professional Fees:	
Accounting	2,250.00
Bookkeeping	1,200.00
Subtotal Professional Fees	3,450.00
 Other Expenses:	
Memberships/Publications	1,200.00
Workers Compensation	300.00
Bank Service Charges	115.00
Miscellaneous	-
Subtotal - Other Expenses	1,615.00
Total Expenses	208,635.00
 Net Income	1,865.00



Financial Statements

**BOARD OF MANAGEMENT OF QUEENSTOWN,
THE SAULT STE. MARIE CENTRAL BUSINESS
DISTRICT IMPROVEMENT AREA**

Year ended December 31, 2006



5(s)

KPMG LLP
Chartered Accountants
111 Elgin Street at Queen
Suite 200
PO Box 578
Sault Ste Marie ON P6A 5M6

Telephone (705) 949-5811
Fax (705) 949-0911
Internet www.kpmg.ca

AUDITORS' REPORT

To the Members of the Board of Management
of Queenstown, The Sault Ste. Marie Central Business
District Improvement Area and Members of Council, Inhabitants
and Ratepayers of The Corporation of the City of Sault Ste. Marie

We have audited the statement of financial position of the Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area as at December 31, 2006 and the statements of financial activities and fund balances for the year then ended. These financial statements are the responsibility of the Board's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Board as at December 31, 2006, the results of its operations and the changes in its financial position for the year then ended in accordance with Canadian generally accepted accounting principles.

The comparative figures for December 31, 2005 were audited by another firm of chartered accountants.

Chartered Accountants

Sault Ste. Marie, Canada
January 31, 2007

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Position

December 31, 2006, with comparative figures for 2005

	2006	2005
Financial assets:		
Cash	\$ 5,118	\$ 10,362
Term deposit (note 2)	35,000	75,355
Accounts receivable	16,947	44,461
Total financial assets	57,065	130,178
Financial liabilities:		
Accounts payable and accrued liabilities	5,501	50,401
Net financial assets	\$ 51,564	\$ 79,777
Board position		
Fund balances:		
Reserves:		
Reserve fund	\$ 51,564	\$ 79,777
Commitment (note 4)		
Total Board position	\$ 51,564	\$ 79,777

The accompanying notes are an integral part of the financial statements.

On behalf of the Board:

Director

Director

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Activities and Fund Balances

Year ended December 31, 2006, with comparative figures for 2005

	2006			2005	
	Total Budget	Operating Fund	Reserve Fund	Total	Total
Revenues:					
Annual assessments	\$ 160,000	\$ 160,000	\$ —	\$ 160,000	\$ 152,314
Government grants – operating	5,000	2,722	—	2,722	19,772
Government grants – special projects	177,000	7,678	100,283	107,961	48,018
Membership fees	5,000	—	—	—	10,000
Other	—	750	—	750	518
Interest	500	1,821	—	1,821	—
Total revenues	347,500	172,971	100,283	273,254	230,622
Expenditures:					
Special project (note 3)	229,000	—	135,206	135,206	64,100
Wages and benefits	70,400	83,873	—	83,873	47,585
Rent	18,720	18,720	—	18,720	16,156
Promotion and marketing	10,500	18,492	—	18,492	4,790
Assessments written off and rebates	10,000	17,708	—	17,708	26,463
Capital, moving and renovations	2,200	—	—	—	23,085
Insurance	2,700	2,608	—	2,608	2,608
Maintenance and beautification	5,000	1,204	—	1,204	16,064
Meetings and seminars	7,200	8,710	—	8,710	2,103
Miscellaneous	100	142	—	142	428
Office	8,200	8,947	—	8,947	6,348
Professional fees	4,000	3,275	—	3,275	4,078
Telephone	2,500	2,582	—	2,582	2,510
Total expenditures	370,520	166,261	135,206	301,467	216,318
Excess (deficiency) of revenue over expenditure	(23,020)	6,710	(34,923)	(28,213)	14,304
Fund balances, beginning of year	—	—	79,777	79,777	79,777
Interfund transfers	23,020	(6,710)	6,710	—	(14,304)
Fund balances, end of year	\$ —	\$ —	\$ 51,564	\$ 51,564	\$ 79,777

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2006

The Board was incorporated without share capital on September 28, 1976 to foster and enhance commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario. As a non-profit organization, the Board is exempt from income tax.

1. Significant accounting policies:

The financial statements of the Board are the representation of management prepared in accordance with Canadian generally accepted accounting principles for local government organizations, as recommended by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. Significant aspects of the accounting policies adopted by the Board are as follows:

(a) Fund accounting:

Funds within the financial statements consist of the operating fund and reserve funds. Transfers between funds are recorded as adjustments to the appropriate fund balance.

(b) Capital assets:

The historical cost and accumulated amortization for capital assets are not recorded for Board purposes. Capital assets are reported as an expenditure on the statement of financial activities in the year of acquisition.

(c) Reserves:

Certain amounts, as approved by the Board, are set aside in reserves for future operating and capital purposes. Transfers to and/or from the reserves are recorded as an adjustment to the respective reserve when approved.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2006

1. Significant accounting policies (continued):

(d) Government subsidies:

Government subsidies are recognized in the financial statements as revenues in the period in which events giving rise to the subsidy occur providing the subsidies are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

(e) Use of estimates:

The preparation of the financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

2. Term deposit:

The term deposit is a guaranteed investment certificate from Canadian Imperial Bank of Commerce with annual interest rate of 3.25% due October 4, 2007 with early withdrawal privileges. Interest is receivable upon maturity.

3. Special project:

During 2005, the Board commenced a two year Downtown Development Initiative Project with an anticipated cost of \$300,000, of which 50% is to be recovered from Federal grants, 25% from municipal grants and 25% from the Board's resources. As at December 31, 2006, \$199,306 (2005 - \$64,100) had been expended on the project.

4. Commitment:

The Board rents its premises with minimum annual lease payments plus common area costs of approximately \$18,720 plus GST. The lease expires January 31, 2010.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2006

5. Statement of cash flows:

A statement of cash flows has not been presented as it would not provide any additional meaningful information

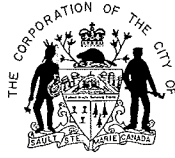
6. Fair value of financial instruments:

The carrying value of the Board's cash, term deposit, accounts receivable and accounts payable and accrued liabilities approximate their fair value due to the relatively short periods to maturity of these items.

7. Expenditure by object:

Total expenditures by object are as follows:

	2006	2005
Wages and benefits	\$ 83,873	\$ 47,585
Materials, supplies, services and capital	217,564	168,733
	<u>\$ 301,467</u>	<u>\$ 216,318</u>



5(4)

2007 04 30

**MAYOR JOHN ROWSWELL,
MEMBERS OF COUNCIL**

**RE: First Quarter Implementation Status Report January – March 2007 -
Accessibility Plan 2007**

This first quarter report is provided for Council's information. This report is a summary of the status of barrier removal activities in various departments and services.

Overall the Accessibility Advisory Committee (AAC) is satisfied with efforts made by various departments and services.

The attached spreadsheet contains the 2007 projects and includes specific details on what has been accomplished, departmental challenges as well as Accessibility Advisory Committee comments. This report highlights the Accessibility Advisory Committee's overall satisfaction with progress during the first quarter.

Departments are making significant efforts to improve accessibility throughout the Corporation. They are working effectively and in cooperation with the Accessibility Advisory Committee on projects.

This report is to show Council the extent of the progress that has been made to date in each project area.

The Accessibility Advisory Committee provides the following summary comments for each department and service for Council's information.

Clerks Very satisfied with the level of cooperation given. Looking forward to inclusion in Strategic Plan Update for Municipality

CSD Relationship with this department has been excellent. Will ensure this continues for all other projects.

Engineering and Planning Satisfied - Would appreciate stakeholder status in Downtown Association Renovation.

Finance Satisfied with new website based on W3C standards. Met with vendor to identify a couple of issues which we anticipate will be resolved (color contrast, font size).

Fire Need to complete evacuation plans and warden training

Human Resources No interaction at this time

Legal Anticipating review and revision of Inclusive Municipal Parking Bylaw with passage by Council no later than year end 2007

Public Works and Transportation Enjoy a strong working relationship with Transit and will be working with Public Works to achieve the appropriate detail for curb cuts, and light standards in the future

Social Services Disappointed that additional staffing for the Accessibility office was not approved in 2007 Municipal Budget.

Library Services This department has displayed outstanding sensitivity to the needs of persons with disabilities and others who have special needs

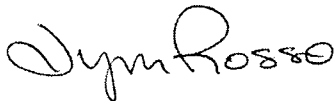
Police Services Will anticipate increased enforcement of a more comprehensive Municipal Parking Bylaw. Expansion of 911 to include a TTY system for those persons with hearing disabilities would be greatly appreciated

Recommendation

That Council accept this report as information

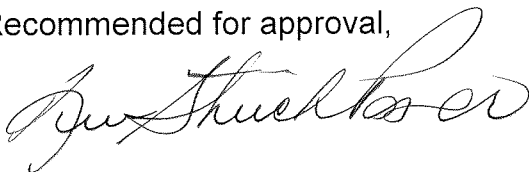
Submitted for Council approval

Respectfully Submitted,



Lynn Rosso,
Policy and Implementation Manager
Social Services Department

Recommended for approval,



Kim Streich Poser
Commissioner,
Social Services Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
CLERKS DEPARTMENT				
1	Corporate Style Guide now created and pending Accessibility Advisory Committee recommendation for alternate formats policy	Outstanding	Corporate Communications officer and Commissioner will be meeting to discuss the request and how a similar policy for SSM might be implemented, the costs, etc. We may be asking for a meeting with the AAC to request the committee's input and assistance at some future point. This is something we will look at very seriously over the next while and will be preparing a report to Council at a future Council meeting	Motion at March 8 2007 meeting to support the use of the City of Ottawa Multiple Formats Policy. AAC Letter of support and copy of policy sent to department March 26, 2007
2	Information not available in multimedia formats (such as an automated phone line and website for residents to access daily municipal updates including job postings, garbage collection, street closures etc.) (Due to lack of funding)	Outstanding	Automated phone line not recommended by IT staff at this time. New municipal website launches late February 2007	Website built to W3C Standards. Require reassurance updates will occur as standards change to meet accessibility needs not presently accommodated.
3	Strategic Plan includes accessibility as part of 2006 Activity update. It will be included to the same level as other committees when new plan developed in 2007	In Progress	Strategic Plan update is taking place during 2007	Accessibility not included in plan. AAC should have stakeholder status in all future reviews.
4	Closed captioned City Council Meetings with private funding partnership	Current year project	Initial inquiry has been made to Shaw Cable 10. Further investigation and recommendations to occur within first 6 months of 2007	No Comment
COMMUNITY SERVICES DEPARTMENT				
1	Some additional barriers were identified at the John Rhodes pool - CSD is following up on these items	In Progress	purchasing second water wheelchair, personal flotation devices and looking at pool lifts	Satisfied with progress.
2	Boat Launch at Pine Street Marina - discussions regarding installing of a lift for persons with disabilities to use watercraft on the St. Mary's River. This is a partnership with Rick Hansen Committee	In Progress	looking at lifts	Meetings being arranged with Community Service and AAC. Rick Hansen Foundation aware of progress.
3	Steelback Centre designed in full cooperation with the Accessibility Advisory Committee	Complete	none	six month accessibility review will occur
4	Bay Street Seniors Centre was visited and accessible upgrades will be considered as a project in 2008	Complete	no action	No Comment
5	Steelton Seniors Centre is inaccessible. Relocation is recommended	Complete	no action	No Comment

(725)

PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
6	No access to boating at the marina. Recommendation: Install a lift at the marina for boat access. Corporate Barrier Removal Budget Contribution: \$5000.00	Current year project	looking at lifts	See # 10
7	Upgrade seating at John Rhodes arena. Corporate Barrier Removal Budget Contribution: \$5000.00	Not started		Will request meeting to review following sledge hockey demonstration April 21.
8	Limited recreation (participating sports e.g. sledge hockey) opportunities exist for persons with disabilities. CSD to work in partnership with the Accessibility Advisory Committee to establish sports programming i.e. sledge hockey. Corporate Barrier Removal Budget Contribution: \$20000.00	No action		AAC has organized meetings with community partners to facilitate recreational programming for persons with disabilities. AAC requesting municipal participation.
ENGINEERING & PLANNING DEPARTMENT				
1	Installation of strobe lighting in all facilities.	Outstanding	Concerns about impacts on persons with epilepsy	In August 2005 information was provided to the department from Epilepsy Ontario including what to consider in strobe lighting that would be safe. Strobe lighting should be addressed immediately
2	Annual maintenance of yellow contrast strips has not been done	Outstanding		No Comment
3	Accessibility Advisory Committee supports use of existing City of London Facility Accessibility Design Standards with special consideration for snow issues	Outstanding		Urge presentation to City Council for approval for use in community ASAP.
4	Civic Centre upgrades: improved door openers on west & main entrance, main entrance non-slip coating, reception desk modifications, meeting room tables (2 per year), accessible restroom in lobby to be upgraded, strobe lighting to be installed	Outstanding		Reception desk, accessible reception under review.

PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
5	Safe evacuation is unattainable for persons with hearing disabilities at any corporate building. Recommendation: In coordination with the Canadian Hearing Society strobe lighting should be installed at the Civic Centre. Corporate Barrier Removal Budget Contribution: \$3,000.00	Current year project		See #1
FINANCE DEPARTMENT				
1	Accessible Website		New website to W3C standards	Met with Vendor to identify some issues including font size, background colour and font colour.
FIRE SERVICE				
1	Implement Stair chair procedures for evacuation of any handicapped persons that may need assistance from our public buildings during an emergency.	In Progress	Must get feedback from other agencies such as Accessibility Committee, City building and Fire Services Suppression Division to finalize a plan.	AAC submitted comments and advice, No reply to date.
2	Will investigate TTY communications with Police to compliment our 911-dispatch system for the hearing impaired	Municipal Commitment	Will investigate equipment and implementation requirements to check into possibility of budgeting to provide TTY interface with existing dispatch hardware and software.	No Comment
3	Will ensure planning of new Fire/EMS centre is accessible once reconstruction phase of MTO site begins.	Municipal Commitment	Involved with Architect in planning meetings and accessibility concerns are being addressed to meet requirements.	Request stakeholder status
HUMAN RESOURCES				
1	Evacuation Plans don't include strategy for evacuation of persons with disabilities. The Civic Centre, Library Services and Police Services have or are in the process of upgrading their plans to include procedures to support persons with disabilities in their plans. No response received for action taken on other corporate buildings. Floor warden training will occur with all sites.	In Progress	Roy Dewar continuing to research communication devices but do have Designated Safer Areas in Civic Centre. Floor Wardens training anticipated September 2007 prior to exercise of plan.	No communication between AAC and department since original correspondence.
LEGAL DEPARTMENT				
1	Municipal Parking Bylaw review	In Progress	Will be working to bring the parking issue under one, easy to understand umbrella	No meetings with AAC scheduled to date. This should be a priority project to be completed by the end of 2007

(475)

PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
LIBRARY SERVICES				
1	In 2006 the library conducted unannounced fire drills, testing the evacuation plan in a "real world" scenario. No persons with disabilities happened to be in the library at the time	Outstanding	2007 Fire Drills will attempt to include persons with disabilities.	
2	The current lift system remains in use but is unreliable	Outstanding	The library obtained \$170,000 in provincial funding for a new elevator. Estimated cost of a new elevator is \$261,000. City Council and the Accessibility Advisory Committee (Corporate Barrier Removal Budget) have been requested to provide the remaining funds through 2007 budget process currently underway. If approved, a new elevator will be installed in 2007.	Barrier removal funds were committed to other priority projects prior to submission by library for elevator. The AAC supports this project and requests monthly update on progress and consultation on elevator options to ensure maximum accessibility to patrons
3	The Main Branch has two disabled parking spots, which need parking spaces clearly identified (new signage and painting the pavement with the spaces clearly identified). Corporate Barrier Removal Budget Contribution: \$1,000.00	Current year project	The Accessibility Advisory Committee has identified funds for this project from its 2007 Corporate Barrier Removal budget. Once approved, this work will be carried out this summer	
4	The Korah Branch does not have any disabled parking spots identified. The Korah Branch is inaccessible. Accessibility Advisory Committee Recommendation: relocation to meet the needs of the users.	Current year project		
5	Installation of the Internet Workstation for Persons with Print Disabilities is ongoing and is dependent on IT staff time – expect it will be installed in the fall of 2006	Municipal Commitment	Complete	
6	Purchase of wheelchair accessible table for the Main Library Children's Room. The table has been ordered but has not been received. Expect it will be received in the fall of 2006	Municipal Commitment	Complete	
7	A wheelchair accessible table has been ordered for the Internet Workstation for Persons with Print Disabilities, making this workstation wheelchair-accessible as well.	Municipal Commitment	Complete	
POLICE SERVICES				

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PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
1			no outstanding projects to report	

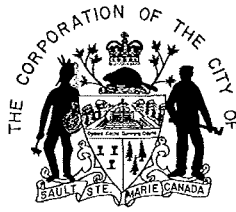
PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
PUBLIC WORKS & TRANSPORTATION				
1	Accessible pedestrian signals - CNIB will develop a priority installation location listing in cooperation with the Accessibility Advisory Committee. Outstanding issues: Ministry of Transportation standards, Legal opinion and Council support on installation pre standards	Outstanding	A list has been provided to PWT from CNIB. Ken Hamilton will set up meeting with suppliers and the committee. Discussions will be held on how we proceed.	No follow-up to date.
2	Accessible parking remains unresolved in spite of numerous meetings with Legal, Police, Transit. Accessibility Advisory Committee currently reviewing existing Bylaws and to provide recommendations	Outstanding	referred to Legal	
3	Northern Avenue crossing is dangerous for all pedestrians including persons with disabilities. Council Resolution October 16, 2006 has directed staff in collaboration with the Accessibility Advisory Committee and the Ministry of Transportation to make recommendations on the creation of a safer crossing. (The calculations indicate that a warrant exists for a pedestrian crossing and staff will be reporting back to Council with a recommendation that will be subject to budget deliberations)	In Progress	PWT is waiting for budget deliberations to be completed. At that time we will know the source of funding.	AAC has expressed concern regarding potential danger to affected citizens in affected area.
4	Transit Services: Queen St Terminal automatic doors and restroom upgrades	Complete		Satisfied with results
5	Annual Curb Cuts completed on priority basis with information received from the Accessibility Advisory Committee	In Progress		
6	With Council approval an accessible pedestrian signal be installed at a location as determined by CNIB in cooperation with the Accessibility Advisory Committee Cost: \$40,000.00 (estimate)	Current year project	Refer to #1	

PROJECT	STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
Curb cut upgrades: (\$1800.00 (estimate) per curb cut). Accessibility Advisory Committee will provide financial contribution towards these recommended curb cuts and related paths. Corporate Barrier Removal Budget Contribution: \$10,000.00 • John Rhodes Centre: entire curb in front of centre with transition markings for persons with visual disabilities and includes discouraging transient parking on curbs (perhaps creation of a loading/unloading zone) • City sidewalks in the front of the Holiday Inn • West side of St Mary's River Drive by the apartment building • St. Mary's River Drive • Great Northern Road and Second Line intersection (all four corners) and Sackville Road and Second Line curb cuts are too steep and push buttons for walk signal have to be lowered, also too far off the sidewalk to be accessed safely • Entire section of sidewalk in front of Dairy Queen, Great Northern Road needs to be replace/repared due to rough uneven sidewalk and curb cuts need to be improved because they are too steep • Sidewalk on Great Northern Road in front of Cambrian Mall is rough and uneven, curb cuts too steep • Great Northern Road crossing to Cambrian Mall in front of Rogers Video has a drain grate which poses a hazard. Investigate options to resolve • Section of public trail starting at Willow Avenue to Allard Street – currently a dirt trail that should be paved. It is used to access the community garden		PWT staff is looking into carrying out some of these projects. A schedule is being prepared and it will be submitted to the committee.	

PROJECT	STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
Development of Curb cut standards is needed. Recommended that a municipal staff apply for membership on the Built Environment Standard Committee.		Refer to Engineering and Planning Division.	
The multi-use paths at Bellevue Park have a safety issue. The paved path is higher than the surrounding ground, which results in a hazard for those with wheels (falling off the path) as well as those walking (twisted ankles). Recommend that landscaping be done to make the ground level with the path. Note: this occurs only on certain parts, not throughout the entire path.	In Progress	Work is ongoing to make improvements in this area.	
Upgrade John Rhodes track area to be accessible to persons with disabilities. Recommendations include: • Create wide (double wheelchair capacity) paved paths of travel to North and South fields with accessible parking adjacent to paths of travel entrances • Access to both North and South track area needs leveling (including asphaltting) to accommodate all users • Create a viewing area with no visual obstacles (e.g. fencing) to impede viewing	Not started		
Strathclair Park: Bridging culverts and multi purpose paved pathways. Corporate Barrier Removal Budget Contribution: \$15,000.00	Not started	A meeting should be scheduled with City Staff and the committee to go over priorities with regards to this work.	

PROJECT		STATUS	DEPARTMENT COMMENTS	AAC COMMENTS
SOCIAL SERVICES				
1	Full time Municipal Accessibility Coordinator and clerical support. Budget request submitted.	Outstanding	Supplemental budget request for staffing pending Council decision	Present staffing inconsistency is a barrier to accessibility in the community
2	Develop a Vulnerable Persons Registry through the Accessibility Centre. Corporate Barrier Removal Budget Contribution: \$3,000.00	Current year project	Without staff to support and maintain an ongoing registry of vulnerable persons this initiative cannot move forward.	Unable to develop due to lack of staffing to maintain registry.
3	Social Housing review	Municipal Commitment	Social Services, through Housing Programs will be making a presentation to the Accessibility committee regarding the Non-Profit and Cooperative Social Housing providers units that have accessibility and the application center.	

KIM STREICH-POSER, MSW, RSW
Commissioner



SOCIAL SERVICES DEPARTMENT

Finance
Ontario Works
Housing Operations
Housing Programs
Community Child Care

5(u)

2007 April 30

Mayor John Rowswell and
Members of City Council

RE: Homelessness Individuals & Families Information System

Background:

Homelessness Individuals and Families Information System (HIFIS) is an electronic data management system that allows users to collect information on the homeless population in communities. HIFIS can also be used to produce standard and customized reports.

HIFIS can be used to collect a range of information, including demographic information on shelter clients, the immediate reason for using a service, the contributing factors to a person or family being homeless and the client's status upon discharge. Shelters can also add their own questions to HIFIS quickly and easily, without the need for programming expertise.

HIFIS was designed primarily for shelters' use. However, organizations other than shelters can use it as an administration system for the management of their data. The latest version allows for drop in centres, food banks, and other services to collect and report on data.

For more information see Appendices A and B or visit the HIFIS website: www.hifis.ca

The benefits of implementing HIFIS in our community are:

- Time management; presently stats are gathered manually on 6 programs by the provider and sent to the Social Services Dept. for summarization on a spreadsheet.
- There is no cost for this system; software is provided
- The Federal Government provides a HIFIS support desk
- Initial training is provided
- Protection of client confidentiality
- Present stats gathered:
 - Gender
 - Age range
 - Marital status

- Dependants
- Referred by
- Aboriginal/non-aboriginal
- Resident/non-resident
- Employment status
- Income source
- Presenting Issues
- Referred to
- The Social Services Department requires these statistics as approved in the Community Plan Update and Community Entity application.
 - Presently the statistics are sent by:
 - Community Assistance Trust
 - John Howard Society
 - Pauline's Place Youth Shelter
 - Vincent Place Men's Shelter
 - Vincent Place Food Bank
 - Vincent Place Soup Kitchen (not as extensive)
- Consistent data gathering
- Coordination of statistics
- Electronic billing to Ontario Works
- Identify trends to assist agencies, therefore communities, in future planning of supports and services for the homeless and those at risk of homelessness

Consultations have occurred with United Way of Sault Ste. Marie & District, John Howard Society of Sault Ste. Marie & District, Pauline's Place Youth Shelter, Vincent Place Men's Shelter, and the Algonquin Hotel. These organizations are eager to implement and support HIFIS in our community.

Discussions have also taken place with the Sault Ste. Marie Innovation Centre, Community Quality Improvement, United Way of Sault Ste. Marie and most recently, the Information Technology Department of the City.

The Government of Canada has approved funding to implement HIFIS in Sault Ste. Marie in the amount of \$38,500. Presently, this funding is for one year. The funding will be flowed through the City as the Community Entity to the Innovation Centre. The Sault Ste. Marie Innovation Centre has committed to hiring the HIFIS Community Trainer/Data Analyst, on contract for one year to implement the system. We have been advised additional funds could be accessed to continue with activities beyond March 2008. This preliminary funding will support one full time position to do Data Analysis and training of community partners.

See Appendices:

C: Letter of support from Sault Ste. Marie Innovation Centre

- D: Letter of support from Community Quality Improvement
E: Letter of support from the United Way of Sault Ste. Marie & District

RECOMMENDATION:

It is recommended that Council approve the following resolution:

"Therefore, be it resolved that the report from the Community Coordinator-Social Services Department be endorsed and the City of Sault Ste. Marie, as the Community Entity approve accessing funding of \$38,500 from Housing and Homelessness Branch of Human Resources and Social Development for the implementation of HIFIS (Homelessness Individuals and Families Information System) in our community as outlined in the agreement between the Government of Canada and the Corporation of the City of Sault Ste. Marie-Social Services Department."

Respectfully submitted,



Dree Pauzé
Community Coordinator

Recommended for approval,



Kim Streich-Poser, MSW, RSW
Commissioner-Social Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



Homeless Individuals and Families Information System Initiative

www.hifis.ca

- ▶ [HIFIS Home Page](#)
- ▶ [HPS Home Page](#)
- ▶ [About the HIFIS Initiative](#)
- ▶ [HIFIS 3 Software](#)
- ▶ [Digital Inclusion Partnership](#)
- ▶ [Resources](#)
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- ▶ [Contact Us](#)
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- ▶ [Français](#)

Welcome to HIFIS

The Homeless Individuals and Families Information System (HIFIS) Initiative has taken a lead role in establishing a community-driven national information system for shelter service providers. The system helps facilities with operational and planning activities while also serving as a source of comparable data on the characteristics of the homeless population across Canada. This contributes to the Initiative's objective of increasing the understanding of homelessness in Canada and serves all stakeholders across Canada, including service providers, researchers and multiple levels of government.

HIFIS is a user-friendly electronic records management system built for, and in consultation with, community stakeholders. It is provided free of charge as a means to collect information about the population using shelters while assisting in daily operations such as booking-in and out clients, and reporting on shelter use.

In April 2006, the HIFIS Initiative released the third version of the HIFIS software. HIFIS 3 will improve the ability of shelters and service providers to manage their daily operations. It is versatile and dependable, and incorporates many of the suggestions expressed by the shelter community.

McAfee joins the Digital Inclusion Partnership for Homelessness

McAfee has recently joined the Digital Inclusion Partnership (DIP) for Homelessness and will be providing 450 free McAfee VirusScan Plus subscriptions to homeless shelters across Canada, in order to ensure the protection of operational and sensitive client information. With the addition of McAfee, the DIP now consists of McAfee, Computers for Schools (Industry Canada), the TelecomPioneers of Canada, Microsoft Canada, and the Housing and Homelessness Branch of HRSDC.

Officially initiated in October 2005, the DIP aims to meet the software, hardware, and technical support needs of shelter providers, especially those shelters with little or no technological capacity. In addition, it aims to respond to the accessibility needs of homeless individuals, with the hopes of fostering social inclusion.

If you know of a shelter that is interested in receiving a subscription to McAfee's VirusScan Plus software, please contact the HIFIS Support Desk: hifis-sisa@hrsdcc.gc.ca

**Contact the toll-free HIFIS Support Desk for HIFIS Software support
1-866-324-2375**

hifis-sisa@hrsdcc.gc.ca

Monday to Friday 9:00 AM - 5:00 PM (Eastern Standard Time)



Homeless Individuals and Families Information System Initiative

www.hifis.ca

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About the HIFIS Initiative

Built on a partnership model between the Government of Canada and communities, the Homeless Individuals and Families Information System (HIFIS) Initiative is a component of the federal government's Homelessness Partnering Strategy. The HIFIS Initiative provides shelters and service providers with enhanced operational capacity. This allows communities to collect and analyze data on homelessness and shelter users in Canada that is of vital local and national significance.

The HIFIS Initiative, led by a national team of Human Resources and Social Development Canada employees, works through partnership development, capacity building, information sharing, and research analysis to facilitate a more efficient operation at the shelter level. The Initiative puts in place the tools, training and agreements needed to deliver comprehensive data on the homeless population and shelter use for reporting at the national level. The HIFIS Initiative helps communities understand the characteristics of homeless people using shelter services, with a goal of maximizing the impact of the community planning process. Regional Coordinators and HIFIS Community Coordinators act as liaisons between the Government of Canada and communities.

One important component of the HIFIS Initiative is the HIFIS software, which allows shelters and other service providers to record client-level information to manage their operations. The shelter community has been engaged in the design of the software since 1995. The software, training, and user support are available free to shelters and service providers across Canada. User support is available via a toll-free national support desk number or email address.

Shelter operators require appropriate technology to use the HIFIS software. The HIFIS Initiative recognized that many shelters lacked this technology and responded with its Digital Inclusion Partnership (DIP) for Homelessness. The DIP brings together donors from Microsoft Canada, Computers for Schools (Industry Canada), and the TelecomPioneers of Canada. This partnership provides an opportunity for shelters and service providers to obtain free computers, software, and technical support to meet their technological needs.

At the national level, the HIFIS Initiative is a unique research resource. Data collected by HIFIS users provide a portrait of shelters and their clientele. The data are analyzed and shared with researchers and policy-makers. The National Database is built through the signing of data sharing agreements and receiving data from shelters, larger non-profit organizations and various levels of government. This facilitates the sharing of aggregated data that support local, regional and national objectives. To date, over 200 data sharing agreements have been signed across Canada.

[Fact Sheet](#) 

[Annual Report](#) 

[Business Plan](#) 

[Partnerships](#) 

[Timeline 1999-2006](#) 

[HIFIS Bulletins](#)



SAULT STE MARIE
INNOVATION
CENTRE

March 5, 2007

Dree Pauze
Community Coordinator
Social Services Department
180 Brock Street
Sault Ste. Marie, ON P6A 3B7

RE: HIFIS Application

Dear Ms. Pauze,

The Sault Ste. Marie Innovation Centre is sending this letter in support of the lead applicant, the Social Services Department of the City of Sault Ste. Marie, for the HIFIS project. We are committed to partnering on this initiative and supporting the creation of the HIFIS Community Trainer and HIFIS Community Data Analyst position.

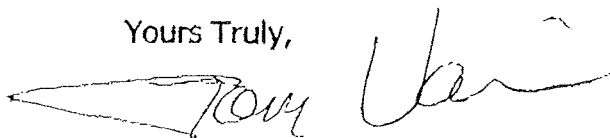
The Sault Ste. Marie Innovation Centre (SSMIC) was established in 1999 to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors. The organization has contributed over \$11,399,000 to the local economy, and created over 385 jobs in Sault Ste. Marie. The organization is focused on three core areas within the IT sector: Business Incubation; SME Support Services and Market Development Projects. A shining example of a market development project includes the operation of an award-winning Community Geomatics Centre providing GIS services and training to the public and private sector.

The Sault Ste. Marie Innovation Centre is excited to be working with the project partners on this worthwhile initiative.

The Sault Ste. Marie Innovation Centre looks forward to working with the Social Services Department and other collaborative partners to ensure the success of this project.

5(u)

Yours Truly,

A handwritten signature in black ink, appearing to read 'Tom Vair', written over a faint, stylized outline of a map of Ontario.

Tom Vair
Executive Director
Sault Ste. Marie Innovation Centre

RECEIVED

MAR 05 2007

SOCIAL SERVICES DEPT

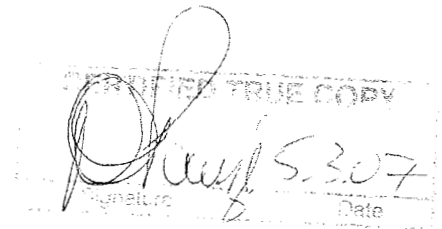
APPENDIX "D"

5(u)



February 28 2007

Dree Pauze, Community Coordinator
Social Services Department
180 Brock Street
Sault Ste. Marie ON P6A 3B7



Dear Dree:

Re: Data Collection on Homelessness in Sault Ste. Marie

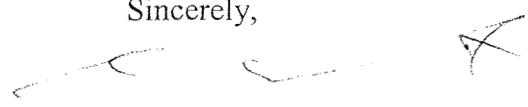
In our ongoing effort to monitor quality of life in Sault Ste. Marie, it's critical that we be able to access local data on a host of different issues - air quality, education, hospitals, et cetera - to paint a picture of our quality of life, and to promote the concept of sustainable social, economic and environmental development.

If HIFIS can be used as a tool to more clearly paint a picture of our homeless issue, and perhaps how it relates to poverty as a whole, then this would be of great benefit to us. We're often left with trying to extrapolate provincial or national data to understand our local situation - if we could generate dependable, rich data locally on homelessness and poverty, our report, and the resulting action to address these issues, would be so much more valuable.

To this end, CQI could act as a partner (perhaps with SSMIC) to direct some of our FedNor funding for the Community Performance Report toward the local development of HIFIS. Obviously there's no guarantee of funding from FedNor, but should the grant be approved we can discuss dollars and cents at that time.

I look forward to partnering with the City in this critical initiative.

Sincerely,


Ken Coulter
Executive Director

Community Quality Improvement
99 Foster Drive, Level One, Civic Centre
Sault Ste. Marie ON P6A 5X6
Voice 705-254-6709 / Fax 705-759-2185
Email: cqi@cityssm.on.ca
www.qualitycommunity.ca

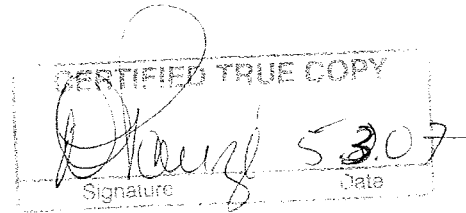


APPENDIX "E"
United Way of Sault Ste. Marie & district
8 Albert Street East
Sault Ste. Marie, ON P6A 2H6

RECEIVED
MARCH 1, 2007
5(4)
SOCIAL SERVICES DEPT

March 1, 2007

Dree Pauze
Community Coordinator
Social Services Dept.
Corporation of the City of Sault Ste. Marie



Dear Dree:

This letter will confirm that the United Way of Sault Ste. Marie is very interested in partnering with the City of Sault Ste. Marie and the Sault Ste. Marie Innovation Centre in automating the data collection and reporting for the homelessness initiative in our community through implementation of HIFIS software. This project will greatly enhance our ability as a community to coordinate services and plan for future improvements. These activities are consistent with the mission of United Way and we are pleased to be involved in the project.

Sincerely,

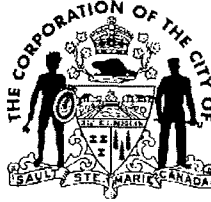
Gary L. Vipond
Executive Director
United Way of Sault Ste. Marie

Our Mission

"To improve lives and build community by engaging individuals and mobilizing collective action"

5(v)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres and Marine Facilities Division
Municipal Day Nurseries Division
Recreation & Culture Division

2007 04 30

Mayor John Rowswell and
Members of City Council

**Update - Agreement with Tourism Sault Ste. Marie on Use of the Portable
Basketball Floor at the Steelback Centre**

At the last Council meeting this matter was deferred so that additional information could be obtained.

Since then I have been able to meet with Acting Mayor Susan Meyers and Mr. J. Fratesi, Chief Administrative Officer. Mr. Ian MacMillan of Tourism Sault Ste. Marie is away on vacation and I will be meeting with him upon his return.

A report will be submitted for the May 14, 2007 Council meeting.

Respectfully submitted as information,

Nicholas J. Apostle
Commissioner Community Services

jb/council/basketball floor update april 30

cc: I. MacMillan, Tourism Sault Ste. Marie

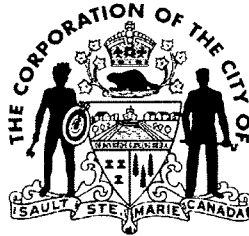
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(w)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES

LORI BALLSTADT, C.M.M.II
ASSISTANT MANAGER



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

2007 04 30

Mayor John Rowswell
and Members of City Council

REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL SPORTS COMPETITIONS

Attached are financial assistance requests for the following individuals:

Myrica Hinich - Snowboarding

This individual qualified to compete at the 2007 National Snow Boardercross Championships that were held March 21 to 25, 2007 in Calgary, Alberta.

Wendy Oleskiw

This individual qualified to compete at the 2007 Swimming Canada Spring National Championships that were held March 21 to 25, 2007 in Victoria, British Columbia.

The Parks and Recreation Advisory Committee have reviewed these applications and recommends assistance for each applicant. Your approval of a \$200.00 grant for each submission is therefore requested.

Respectfully submitted,

Lori Ballstadt
Assistant Manager
Recreation and Culture Division

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(w)



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

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Deb Love-Oleskiw
66 Moluch Street
Sault Ste. Marie Postal Code P6B 3G8
 Phone: 705-949-4148 (H) _____ (W) Fax: _____

Name and Address of Athlete(s):

Append team list to application form.

Wendy Oleskiw
66 Moluch Street
Sault Ste. Marie, ON P6B 3G8

Name of National or International Sporting Competition:

Please append correspondence that confirms individual or team qualification as a Northern Ontario, Ontario or Canadian representative. Applications will not be approved without proof of eligibility.

Swimming Canada Spring National Championships

Date(s) of Competition:

March 21 to 25, 2007 Victoria B.C.

Name of Sports Governing Body:

Swimming - Natation Canada

Total Amount of Assistance Requested:
 Maximum limit of \$200.00 per application

\$ 200.00

COMMUNITY SERVICES DEPT.

MR 16 2007

RECEIVED

5(w)

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

To assist in getting her to this meet.

List any other source(s) of assistance received.

\$ 400 from NEOR (North Eastern Ontario Swimming Association)

Have you previously requested financial assistance from the City ?

Yes ✓ No _____ Amount \$ 200.00

If yes, please indicate the year(s):

2005-06 Season for Jr Nationals - not approved.

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

Deb Love-Oleskiw

- Payment will not be provided to minors under the age of 18.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

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

DATE: 2007 March 6
Year Month Day

<u>Debra Love-Oleskiw</u>	<u>Debra Love-Oleskiw</u>	<u>949-4148</u>
Name	Title	Signature
(Applicant)		Phone Number

SYD

<u>Debra Love-Oleskiw</u>	<u>V. President</u>	<u>Debra Love-Oleskiw</u>	<u>705-649-0730</u>
Name	Title	Signature	Phone Number
(Club Official)			

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

5(w)



[Click Here to Pick a Different Meet/Report](#) [Points Report](#) [Team Report](#)

Team: - All Teams -

Event: - All Events -

Gender: Both

Swimmer: OLESKIW,WENDY

Age: - All Age Groups -

Splits?: No

Go!

SWIMMING - SOO Y DOLPHINS, SAVANNAH PROVINCIALS (25m) - 01-MAR-2007

Detail Report

Age Group 15-17

GIRLS 15-17 50 FREESTYLE - 25m**Finals Event Number 13C**

Place	Name	Age	Team	Seed	Time
3	OLESKIW,WENDY	15	SOO Y DOLPHINS	27.18	26.84

Heats Event Number 13C

Place	Name	Age	Team	Seed	Time
4	OLESKIW,WENDY	15	SOO Y DOLPHINS	27.52	27.18

GIRLS 15-17 100 FREESTYLE - 25m**Finals Event Number 35C**

Place	Name	Age	Team	Seed	Time
5	OLESKIW,WENDY	15	SOO Y DOLPHINS	58.66	58.22

Heats Event Number 35C

Place	Name	Age	Team	Seed	Time
4	OLESKIW,WENDY	15	SOO Y DOLPHINS	59.17	58.66

GIRLS 15-17 200 FREESTYLE - 25m**Heats Event Number 17C**

Place	Name	Age	Team	Seed	Time
34	OLESKIW,WENDY	15	SOO Y DOLPHINS	2:09.98	2:11.64

GIRLS 15-17 200 BACKSTROKE - 25m**Heats Event Number 27C**

Place	Name	Age	Team	Seed	Time
40	OLESKIW,WENDY	15	SOO Y DOLPHINS	2:32.86	2:29.56

MEET INFORMATION PACKAGE
March 21 - 25, 2007 / Victoria, BC
SBC0736

FACILITY

Saanich Commonwealth Place
 4636 Elk Lake Drive
 Victoria, BC V8Z 5M1
 250-475-7600

- 50m, 8 lane competition pool
- Adjacent 50m 6-lanewarm-down pool
- Omega timing
- Fully programmable multi-function scoreboard display

MEET ORGANIZERS

Co-Host: University of Victoria/Pacific Coast Swimming

Meet Chair

Margaret Penning
 Phone: 250-656-7359
 Email: meets@pacificcoastswimming.com

Meet Managers

Margaret Penning
 Moyra Brackley
 Email: meets@pacificcoastswimming.com

Officials Coordinator

Pat Gilmour
 Phone 250-721-3474
 Email: toye_gilmour@telus.net

SNC Competition Coordinator

Bill McFarlane
 Phone 403-660-5787
 Email: Billswimcan@aol.com

COMMUNICATION

For further information or updates, please refer to the
 SNC web site www.swimming.ca or contact SNC
 Technical Director:

Ken Radford

Phone 250- 388-7997
 Email: kradford@swimming.ca

COMPETITION INFORMATION

This meet is a trials competition for the 2007 Pan American Games and the 2007 Universiade.

The meet is open to foreign swimmers however; foreign swimmers will not be permitted to advance to the A-final or seeded in the top-8 of a timed final event. Foreign swimmers may advance to the B-final and score points towards the club scoring title. Foreign swimmers registered with a Canadian club are eligible to swim relays and score points towards the club scoring title.

ENTRIES**DEADLINE MONDAY MARCH 12, 2007.**

Entries must be completed via a new online entry system. Clubs will be emailed a code for access to the meet entry system and comprehensive instructions. Please note that all attending coaches must be entered online with their club entries.

Fees

- \$102.00 per swimmer – includes all individual swims
- \$12.00 per relay
- Entry fees must be paid prior to or at meet registration
- Fee payment information will accompany the on-line entry information
- All entry fees must be paid prior to the technical meeting

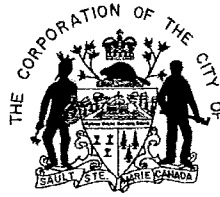
Entry standards and qualification period

- 2006-2007 SNC Senior National Standards as posted on the SNC web-site.
- SNC does not accept yards or converted yards times for entry.
- All long course and short course times done since September 1, 2005 are eligible for entry.

Please do not convert entry times.

5(w)

COMMUNITY SERVICES DEPT.



FEB 12 2007

RECEIVED

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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

MYRICA HINICH / BRITTA WOLFERT (mother)
 59 LANSDOWNE AVE
 SAULT STE MARIE, ON, ~~PLA~~ Postal Code P6B 1K5
 Phone: 759-8116 (H) 781-2508 (W) Fax: 7.
 Email: stay@skybearchalets.com

Name and Address of Athlete(s):

Append team list to application form if applicable.

MYRICA HINICH
 address as above
 Postal Code

Name of National or International Sporting Competition:

SNOW BOARDERCROSS NATIONALS (SBX)

Date(s) of Competition:

March 21-25

Coach Provincial team:

LINDSAY YOUNG

winter4now@yahoo.com

Location of Competition:

Alberta, Canada, location tba

website address: <http://www.csf.ca/cost/>
 click on snowboardcross NATIONALS

Name of Sports Governing Body:

AOS Association of Ontario Snowboarders

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

Total Amount of Assistance Requested:
Maximum limit of \$200.00 per application

\$ 200.00

5(w)

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

FLIGHT TICKET /
COMPETITION FEES ETC.

List any other source(s) of assistance received.

SNOW CHAMPS CHOMP FUND RAISER
February 5, 2007, FRIENDS

Have you previously requested financial assistance from the City ?

Yes _____ No ✓ Amount \$ 0/0

If yes, please indicate the year(s):

0/0

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

MYRICA HINICH

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

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

DATE: 2007 02 08
 Year Month Day

BRITA WÖLFERT, mother Wölfert 759-8116
 Name Title Signature Phone Number
 (Applicant)

LINDSAY Young, coach ✓ winter4now@yahoo.com
 Name Title Signature Phone Number
 (Club Official) (presently coaching in Southern Ontario) Email

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

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Dear Athletes,

Welcome, and congratulations on being selected for the 2006/2007 Ontario Provincial SBX Team. Please read the attached material, fill out and return the appropriate forms to accept your position on the team by Oct. 31, 2006. The forms can be mailed to 7243 Hwy 93, Wyebridge, Ontario, L0K 2E0, or returned in person to me.

Check out the event and training schedule, and be sure to communicate with your school, or employers about missing days during travel. Please Note: Invitation to any activity out of the province will be subject to attitude and performance during, as well as commitment shown to the training opportunities provided within Ontario.

I am always available to discuss your training and event goals, as well as **aid** in making plans for your future as an athlete, coach, or person. The provided schedule is a base plan to which we can tailor to suit your individual goals. Take an active role in your season and communicate with me to plan training days and event selections that meet your expectations.

Our first on snow camp starts November 15, please respond as soon as possible to reserve a spot for the trip.

Best Regards,

Lindsay Young

289.231.6105

sbxcoach@ontariosnowboarders.ca

High Performance Manager/Head Coach

Association of Ontario Snowboarders

2007 Ontario SBX Team Selection and Program Outline

Athlete Selection

Returning Athletes:

Zack Reimer
Pierce Smith
Tom Snarr
Ryan Tryhane
Robyn Honsberger
Riley Shier

New Athletes:

Ken Riedman
Jen Eaton
Myrica Hinich
Alexandra Linds

Athletes have been selected using the criteria posted on the AOS website,
. Criteria are as follows:

** To be eligible for selection, athletes must be a current member of the AOS in good standing, and be 15 years of age.

Selection is based on:

1. Results from the 05/06 season, including:
 - FIS points
 - Ontario Provincial Points Series (OPPS) results
 - Provincial Championships qualifying times
2. Club Team Coaches recommendations
3. Skill level, commitment, and attitude shown at Ontario selection camps

Goals and Expected Outcomes

The Ontario Provincial team offers a high performance program for athletes entering at the 'train to train' and 'train to compete stages' of the 'Vision 2020 LTAD'.

Team goals focus on lifelong skills of: Fairplay, dedication, integrity, leadership, time management and organization, pursuit of excellence, teamwork and healthy lifestyle.

Expected outcomes include: Athletes consistently give 100% effort. Athletes are independent and motivated for their own training, goal setting and performance. Athletes are team players during training and travel. Athletes learn and practice equipment maintenance skills.

Individual athlete goals focus on personal training and performance.

To achieve goals and expected outcomes: (in partnership with coach)

- Time on snow: 40-65+ days/year
- Training to Competition ratio: 65-75% training and freeriding, 25-35% competition.
- Competition Venue: Provincial Points Series, FIS events, NorAm tour, Junior Nationals, Junior Worlds, Senior Nationals
- Year round fitness training including two physical tests, injury prevention and core development.
- Healthy lifestyle habits education.
- Nutrition and Hydration education.

Policies and Procedures:

Athletes are expected to read, accept and respect the athlete 'Code of Conduct and Travel Policy Agreement'. All personal and medical information forms must be completed in full and returned to the coach prior to participating in any team activities. Each athlete will receive a letter addressed to their school with a detailed explanation of the team commitments and schedule to encourage flexibility in their academic calendar. All travel logistics for training and events will be arranged by the coach and communicated to the athlete. Costs associated with travel for training or events, and terms for payment will be at the discretion of the coach and communicated in advance to the athlete.

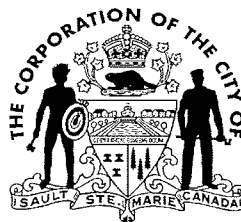
Team Fees:

The base fee for the 2006/07 Provincial SBX Team is \$4000.00. This fee covers coaching costs, administration, AOS provincial point series events, lift tickets for training at select Ontario venues, pro deal from partner companies, and team jackets.

5(x)

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

2007 04 30

Mayor John Rowsell
Members of Council

**Re: East End Wastewater Treatment Plant
Substantial Completion**

At the 2007 03 26 meeting, Council approved the recommendation that the date of March 30, 2007 be established for substantial completion, provided the contractor agreed to constructing the biofilter cover and stack. The statutory holdback was to be released in accordance with the Construction Lien Act. In addition to the \$600,000 guarantee holdback, \$1.0M was to be held for construction of a cover and a stack for the biofilter. The contractor was to agree to constructing the cover and stack, prior to the City granting substantial completion. A copy of that report is attached.

The contractor has refused to accept a \$1.0M holdback for this work **as a condition for substantial completion**. Rather, the contractor is agreeing to providing a steam humidification unit at his own cost, to better control temperature and humidity of the foul air going to the biofilter. The contractor will reluctantly agree to a holdback for the provision of a cover and stack for the biofilter, however, the contractor wants this \$1.0M amount reduced to an amount based on more detailed design. Our Consulting Engineer, in an effort to resolve this problem, will provide engineering services for steam humidification at no cost.

The City is being asked to try another winter without a cover and stack on the biofilter. The facility will be much better prepared to operate properly when the cold weather returns, with heat in the dewatering building, and the steam humidification unit. The contractor, the biofilter supplier and our consulting engineer agree that there is no reason to believe it will not operate properly in cold weather. A sufficient holdback will be provided to construct the cover and the stack in 2008 if required.

We will continue to monitor the performance of the odour control system through the coming months. Our contractor, North America Construction and our consultant, Earth Tech Canada, are both expending additional efforts to ensure the City is properly served, and that this state-of-the-art facility is operating well within design objectives. Effluent quality continues to be exceptionally high. By their actions, both firms have indicated their commitment to ensuring the odour issue is resolved.

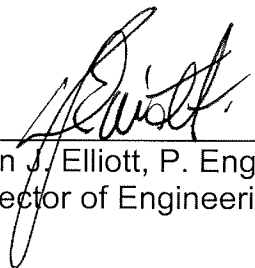
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On March 14, 2007, the Ministry of the Environment issued an order to report on the causes of the off-property odours, and options to correct them. We have completed that report, and the MOE has advised that we are in compliance with the order.

It is recommended that Council endorse the date of March 30, 2007 for substantial completion, with holdback sufficient to construct a cover and stack in 2008, if necessary. The statutory holdback will be released in accordance with the Construction Lien Act. The contractor will provide a steam humidification system in accordance with the consultant's design, at no cost to the city.

Respectfully submitted,

Recommended for Approval:

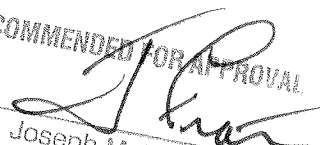


Don J. Elliott, P. Eng.
Director of Engineering Services

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

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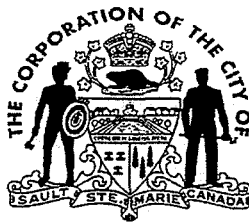
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RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



5(x)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2007 03 26

Mayor John Rowswell
Members of Council

**Re: East End Wastewater Treatment Plant
Substantial Completion**

The Engineering Department and the Consulting Engineer agree that the contractor has reached substantial completion for this project. However, given the issues that surfaced during commissioning of the odour control system over the past 4 months, we are not confident that it works in cold weather.

The present configuration of the odour control system is based on approved changes requested by the contractor. Approval was given by the consultant and the city after an engineering review confirmed that the change would not effect the original design intent. Further, a written guarantee was provided by the contractor that if the altered system did not work, he will provide a cover for the biofilter and a 22-meter stack for dispersion of the exhaust. The contractor has expended considerable effort implementing changes to the heating and humidification systems to ensure the biofilter receives the required 10 to 12 degree Celsius and 95% humidity for proper operation. Recent warmer weather has significantly reduced the problem. While the contractor can continue to implement humidification/heating solutions, we will not know if they will be successful until the cold temperatures return next winter.

We believe our only choice is to instruct the contractor to insulate the ductwork, cover the biofilter and construct the stack now in accordance with the guarantee. Our consultant advises that engineering modeling of the system confirms that odour emissions will be at acceptable levels at the property line. This work could take as long as four months. It is our intention to holdback \$1.0M for this work, over and above the 1-year guarantee holdback of \$600,000 as security for the biofilter guarantee. We suggest the date of substantial completion be set at March 30, 2007. After the 45-day statutory lien period, we will release 10% statutory holdback in accordance with the Construction Lien Act.

We intend to issue substantial performance on March 30th, conditional upon the contractor agreeing to construct the cover and stack, otherwise we consider the project not substantially complete. The alternative of withholding substantial completion until the odour control system is proven in cold weather would make it very difficult, as it would delay the start of the 1-year guarantee period.

5(x)

On March 14, 2007, the Ministry of the Environment issued an order to the City, PUC, the contractor and the consultant to report on the causes of the off-property odours, and options to correct them. We will report to the MOE in accordance with the April 2nd deadline and provide subsequent reports as new information is available.

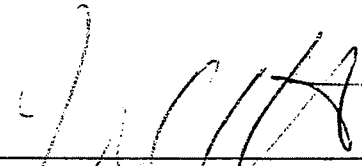
It is recommended that Council endorse the date of March 30, 2007 for substantial completion, provided the contractor agrees to constructing the cover and stack. The statutory holdback will be released in accordance with the Construction Lien Act. In addition to the \$600,000 guarantee holdback, \$1.0M will be held for additional work on the odour control system until it is complete.

Respectfully submitted,

Recommended for Approval:



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

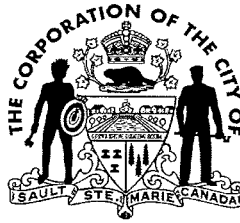


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

5(y)

2007 04 30

Our File: Contract 2007-1E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2007-1E
RECONSTRUCTION OF MACDONALD AVENUE (PINE STREET TO LAKE STREET)**

Tenders received for Contract 2007-1E were opened at a public meeting on Thursday, April 12, 2007 in the Korah Room of the Civic Centre. Present at the opening was Deputy Clerk Malcolm White, as well as City staff and contractor representatives.

The contract calls for the reconstruction of MacDonald Avenue from Pine Street to Lake Street.

A total of six (6) tenders were received. Each tender has been checked as shown on the attached report from STEM Engineering Group Incorporated. The low tender of **\$3,090,240.42** (including GST) is below the Consultant's estimate of **\$3,362,078.97** (including GST). When GST and recoverable PUC costs are removed, and an allowance for engineering is added, the City's cost to complete this project is estimated to be **\$3,120,419.32**. This is below the approved 2007 capital works allowance of **\$3,230,000.00** for MacDonald Avenue. Accordingly, we recommend Contract 2007-1E be awarded to Mid-Canada Construction Corp.

By-law **2007-83** authorizing execution of the Contract and By-law **2007-84** authorizing a road closure of MacDonald Avenue (Lake Street to Pine Street) from May 7, 2007 until October 30, 2007, have been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al
attachment

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

April 16, 2007

Project No. 06131

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

**Attention: Mr. Carl Rumiell, P. Eng.
Design and Construction Engineer**

**Subject: RECONSTRUCTION of MacDONALD AVENUE – PINE STREET to LAKE STREET
TENDER AWARD – Contract 2007-1E**

On Thursday, April 12, 2007 tenders were received for the MacDonald Avenue Reconstruction Project. Present at the opening were representatives of the City – Carl Rumiell, Judy Biocchi and Malcom White (who opened the Tender's in place of Councillor Susan Myers because she was unable to attend), and STEM Engineering Group – Randy Beltramin and Randy Sherman.

A total of six bids were received and following are the total tender prices including G.S.T. :

Mid-Canada Construction	\$ 3,090,240.42
Ellwood Robinson	\$ 3,104,189.86
Avery Construction	\$ 3,114,757.82
Palmer Construction	\$ 3,155,607.81
Rainone Construction	\$ 3,260,836.77
Pioneer Construction	\$ 3,931,019.25

The tenders have been checked for correctness and inclusion of all required submissions, and all are in order. Our estimate for the project was \$3,362,078.97 which is 8.1% above the lowest tender.

Accordingly, we recommend Mid-Canada Construction be awarded the contract. The form of agreement for the contract is attached.

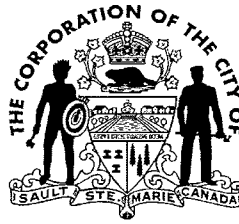


Randy Beltramin, P. Eng.
Principal

attachments

Jerry D. Dolcetti, RPP
Commissioner

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



5(2)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2007 04 30

Our File: Contract 2007-2E

Mayor John Rowswell and
Members of City Council
Civic Centre

**RE: CONTRACT 2007-2E
RECONSTRUCTION OF SHANNON ROAD (QUEEN STREET TO MARGARET STREET)**

Tenders received for Contract 2007-2E were opened at a public meeting on Thursday, April 19, 2007 in the Korah Room of the Civic Centre. Present at the opening was Councillor Lorena Tridico, as well as City staff and contractor representatives.

The contract calls for the reconstruction of Shannon Road from Queen Street to Margaret Street.

A total of six (6) tenders were received. Each tender has been checked as shown on the attached report from Kresin Engineering Corporation. The low tender of **\$2,072,478.08** (including GST) is above the Consultant's estimate of **\$2,003,930.00** (including GST). When GST and recoverable PUC costs are removed, and an allowance for engineering is added, the City's cost to complete this project is estimated to be **\$1,989,715.00**. This is **\$105,715.00** above the 2007 capital works allowance of **\$1,884,000.00** for Shannon Road. However, there are enough funds available to cover this over run with the under run from the MacDonald Avenue Reconstruction project. The report recommending award of that contract is found elsewhere on your Agenda. Accordingly, we recommend Contract 2007-2E be awarded to Palmer Construction Group Inc.

By-law **2007-86** authorizing execution of the Contract and By-law **2007-87** authorizing a road closure of Shannon Road (Queen Street to Margaret Street) from May 7, 2007 until October 30, 2007, have been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumel, P. Eng.
Design & Construction Engineer

CR/al
attachment

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

April 23, 2007
Ref. No. 0651.03

Hand Delivered

City of Sault Ste. Marie
Civic Centre
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

FAKED
APR 23 2007

Attention: Mr. Carl Rumiel, P.Eng.
Design and Construction Engineer

Re: Shannon Road Reconstruction
City Contract 2007-2E

Dear Mr. Rumiel:

We have reviewed the tenders received at the Sault Ste. Marie Clerk's Office on April 19, 2007 for the above noted Contract and present herein our Tender Report and Recommendations.

1.0 Introduction

The contract generally consists of supplying all materials, labour and equipment necessary for the reconstruction of about 540 metres of Shannon Road from Queen Street to just north of the Shannon/Margaret intersection.

The contract was publicly advertised in the Sault Star on Saturday, March 24, 2007. As per the tender ad, tender documents were made available to contractors who provided the required refundable deposit of \$50.00. There were a total of eight (8) plan takers.

During the tender period, inquiries from plan takers were received regarding the technical specifications and drawings. A total of three (3) Addenda were issued to provide clarification on issues as they arose throughout the tender period.

2.0 Summary of Tenders

Six (6) bids were received at the City Clerk's office prior to the tender closing deadline of 3:00 p.m. on Thursday, April 19, 2007. The tenders were publicly opened at 3:15 p.m. on the same day in the Civic Centre's Korah Room. At the time of the opening, the tenders were read publicly and were reviewed to ensure the submissions were in general compliance with the tender documents including the required tender deposit (ie.

\$100,000.00 certified cheque). All tender deposits were retained by the City for return to the bidders at a later date.

The following were the results in ascending order of bid price, including 6% GST:

Contractor	Total Tender Value
1. Palmer Construction Group Inc.	\$2,072,478.08
2. Rainone Construction	\$2,108,785.85
3. Mid Canada Construction Corp.	\$2,267,906.18
4. Avery Construction Limited	\$2,268,848.91
5. Ellwood Robinson Limited	\$2,277,337.90
6. Pioneer Construction Incorporated	\$2,486,156.17

The tender prices include an allowance of \$200,000.00 for contingencies (unforeseen extras). The Engineer's pre-tender estimate for this contract was \$2,003,930.00 including GST.

Following the tender opening, the submissions were brought to KEC's office for a detailed review of the tender submissions including checking for any mathematical errors that would result in a change to the tender prices.

The original copies of each Tender Submission are enclosed with this Tender Report and a copy of the Engineer's estimate is attached in Appendix 1.

3.0 Tender Review

The tenders were reviewed in detail with respect to requirements set out in the Information for Tenderers and the requirements identified in the Form of Tender. A Tender Summary is attached in Appendix 2.

The following specific comments were noted from the review of the tenders:

1. All tenders submitted were properly executed with the bidder's signature and witnessed and/or sealed.
2. All tenders were checked for mathematical errors. An error was identified in the bid submitted by Rainone Construction that, upon its correction, decreased the value of their bid by \$0.02 to \$2,108,785.83 (including 6% GST).
3. The Instructions to Tenderers indicated that all tenders were to include a \$100,000.00 bid deposit, in the form of a certified cheque. All bidders complied with the submission of a certified cheque in the specified amount.

4. The tender documents called for submission of Statements 'A' to 'D' which outline the tenderers' work experience, staff, available construction plant and proposed sub-contractors. All bidders complied.
5. A Statement of Canadian Content was also required to be completed and submitted with the bids, each Tenderer properly completed this Statement.
6. The tenderers were required to submit an Agreement to Bond certifying the Contractor can obtain the required Performance and Labour and Material Payment bonds. All tenderers complied.
7. All tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the three (3) addenda issued.

4.0 Discussion

From our review of the bids received for this contract, we note that all submissions were in compliance with the requirements outlined in the tender documents.

All bidders seem to have the necessary experience and background with similar projects as outlined on Statement 'A' provided with each tender. With respect to the low tenderer, Palmer Construction Group Incorporated, they have successfully completed numerous similar contracts in the past, many in Sault Ste. Marie.

The low tender amount of \$2,072,478.08 (incl. 6% GST) is within 4% of the engineer's pre-tender estimate of \$2,003,930.00. The estimate was developed based on contract prices from City construction jobs in 2006.

5.0 Recommendations

Based on our review of the tenders submitted and specifically the low tender submitted by Palmer Construction Group Incorporated, we believe the prices quoted are reasonable for the proposed work under Contract 2007-2E. Furthermore, based on our knowledge of their related experience, it is our opinion that Palmer Construction Group Inc. is capable of carrying out and completing the work under this contract. We recommend that the tender submitted by Palmer Construction Group Incorporated in the amount of \$2,072,478.08 (incl. 6% GST) be accepted for award.

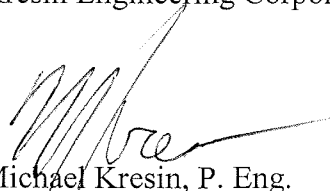
We further recommend that the Tender Deposits be returned as soon as possible to Mid Canada Construction, Avery Construction, Ellwood Robinson Limited and Pioneer Construction, and that the Tender Deposit from Rainone Construction, be returned if and when a contract has been properly and fully executed by Palmer Construction Group.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

We await your direction on the award of this contract.

Yours very truly,

Kresin Engineering Corporation

A handwritten signature in black ink, appearing to read 'MKresin', is written over the printed name.

Michael Kresin, P. Eng.
Project Engineer

Encl.

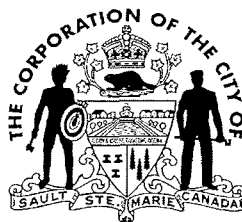
MK/ah

0651.03 tender report apr 23.07

5(a)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2007 04 30

Mayor John Rowsell
Members of Council

**Re: Resurfacing of City Streets – 2007
Miscellaneous Construction Program**

The resurfacing program for the 2007 construction season will include the following streets:

Wellington St. West from Lyons Avenue to Conmee Avenue

This street will be milled down 50 mm and resurfaced with new asphalt;

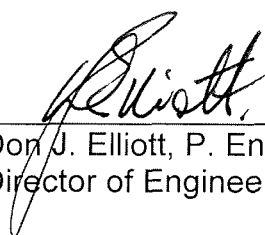
Fifth Line from east of Great Northern Road to Landslide Road

Over the past few years, this portion of 5th Line has received recycled asphalt donated from cold-in-place asphalt recycling projects on Trunk Road. It is felt that in order to provide longevity for this recycled material, a thin layer of surface course asphalt should be provided.

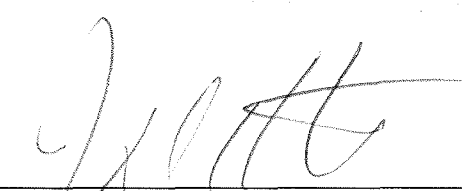
The above program will be covered by the budgeted amount of \$525,000 in the miscellaneous construction for resurfacing streets. This resurfacing program is reduced due to the \$300,000 previously allocated to the west end bridges.

Respectfully Submitted,

Recommended for Approval,



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



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

DJE/bb

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File: 4.218

RECOMMENDED FOR APPROVAL

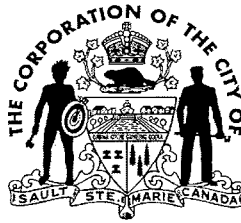


Joseph M. Fratesi
Chief Administrative Officer

5(b6)

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410
Fax: (705) 541-7165

2007 04 30

File No. 2971

Mayor John Rowsell and
Members of City Council

Re: International Building Safety Week Proclamation 2007

Municipalities throughout Ontario are once again being encouraged to proclaim and observe International Building Safety week May 6 to 12, 2007.

Building safety week is a program initiated by the Ontario Building Officials Association (OBOA) and is intended to assist municipal Building divisions in promoting their important work through their respective communities. The value of this type of work is sometimes overlooked in the day to day lives of most people. A safe building is generally taken for granted until such time as major building related event will demonstrate the importance of safe buildings.

There have been recent changes to the Building Code Act and new Building Code regulations which came into effect January 1, 2007. This demonstrates the importance of building codes and the reliance there is on building divisions to enforce building safety. A requirement for building inspector/plans examiner to become qualified in order to perform their duties is a further example of this importance. The bar has been raised for building divisions. I hope that you Mr. Mayor and members of council would join with us building officials in our promotion of International Building Safety Week.

Respectfully submitted

Don Maki, CBCO
Chief Building Official
Property Standards Officer

Recommended For Approval

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

DWM/ds

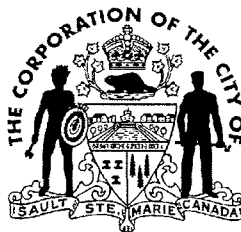
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(cc)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

2007 04 18

Mr. Malcolm White
Deputy City Clerk

Dear Malcolm:

**Re: Agreement between the City, Province and Police Services
April 30th Council Agenda**

I am enclosing a letter from the Ontario Ministry of Community Safety and Correction Services dated April 5, 2007 which I would ask you to insert in the Communications section of the April 30th Council agenda. I am preparing By-law 2007-73 to authorize the execution of this agreement.

Yours truly,

Lorie A. Bottos
City Solicitor

LAB/dh

Enclosure

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Ministry of Community Safety
and Correctional Services

Ministère de la Sécurité communautaire
et des Services correctionnels

Public Safety Division

Division de la sécurité publique

25 Grosvenor St.
12th Floor
Toronto ON M7A 2H3

25 rue Grosvenor
12^e étage
Toronto ON M7A 2H3

Telephone: (416) 314-3000
Facsimile: (416) 314-4037

Téléphone: (416) 314-3000
Télécopieur: (416) 314-4037



5(cc)
Ontario

RECEIVED

APR 18 2007

Chief's Office

April 5, 2007

Chief Robert Davies
Sault Ste. Marie Police Service
580 Second Line E., Box 235
Sault Ste. Marie ON P6B 4K1

Dear Chief Davies:

In keeping with the Ontario government's commitment to place more police officers on our streets, funding will continue to be provided through the **Community Policing Partnerships (CPP) Program** to municipalities across the province. Through this cost-sharing initiative, police services will be able to maintain their increase in front-line presence.

Enclosed, please find a renewed two-year CPP Contractual Agreement for your service, effective April 1, 2007 to March 31, 2009. This Contractual Agreement replaces your existing one, which expired on March 31, 2007.

For your service to continue receiving funding through the Program, you must enter into the enclosed Contractual Agreement with the ministry. This letter forms no part of the Contractual Agreement.

The grant must be used in accordance with the terms and conditions set out in Schedule A and your application, attached as Schedule B. I draw particular attention to sections 2, 6 and 7 in Schedule A. These sections stipulate that:

- The Grant shall be used by the Board and the Municipality solely for the purposes of increasing the complement of front-line, uniformed police officers and for no other purposes; and
- The Board and Municipality shall submit a September 30th interim report and a March 15th annual report in each of the ministry's fiscal years, as set out in Schedule C.

.../2

Chief Robert Davies
Page two

Also, please note that the grantee shall provide proof of its general liability insurance (\$5 million) indemnifying the Ministry of Community Safety and Correctional Services. Additionally, Municipal Council must put in place a municipal by-law or resolution authorizing the municipality to enter into this Agreement with the ministry.

The grant will be paid in arrears after submission of satisfactory CPP Program interim and annual reports. In order to claim any reimbursement, this Contractual Agreement must be executed between the ministry and your municipality and police services board.

Enclosed are three copies of the Contractual Agreement. Please arrange to have all three copies signed by the appropriate municipal council and police services board representatives and return all three copies as soon as possible to:

Eve Roknic
A/Manager, Program Development Section
Police Support Services Branch
Public Safety Division
Ministry of Community Safety and Correctional Services
12th Floor, 25 Grosvenor Street
Toronto ON M7A 2H3

Sincerely,

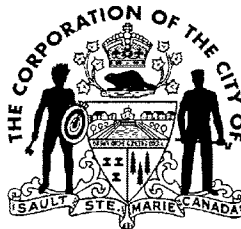


Glenn Murray
Assistant Deputy Minister
Public Safety Division

Enclosure

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. L.7.1

REPORT TO: Mayor John Rowsell and
Members of Council

REPORT FROM: Nuala Kenny, Assistant City Solicitor

DATE: 2007 04 30

RE: **PROVINCIAL OFFENCES INTER-MUNICIPAL AGREEMENT**
By-law 2007-75

BACKGROUND

On March 12, 2001, the City assumed the prosecution and administration of Provincial Offences charges. Since that time, the City has been operating the Provincial Offences Court on the first floor of the Civic Centre. The City's Provincial Offences Office services the Algoma Catchment Area, which encompasses an area which runs east to the Municipality of Huron Shores and north to White River. Accordingly, we have an Inter-municipal Agreement with all the municipalities in the Catchment Area to provide Provincial Offences services and revenue sharing. The term of the existing Inter-municipal Agreement has expired and must be renewed for a further three-year term ending March 1, 2009. All municipalities have executed the Agreement and Legal Department now submits this Agreement to Council for approval. All Municipal Partners have signed the new agreement, which is appended to By-law 2007-75 which appears on the agenda tonight.

RECOMMENDATION

Elsewhere on the agenda you will see By-law 2007-75 authorizing the execution of the Inter-Municipal Agreement, which is recommended for approval.

Yours truly,

Recommended for Approval,

Nuala M. Kenny
Assistant City Solicitor

Lorie A. Bottos
City Solicitor

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

NMK/dh

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL DEPARTMENT

File No. L.5.8

2007 04 30

Mayor John Rowswell and
Members of City Council

RE: Physician Recruitment and Retention

Pursuant to By-law 2004-90 passed on April 26, 2004 City Council entered into an agreement with the Sault Ste. Marie Physician Recruitment and Retention Committee, the Group Health Centre, Sault Area Hospital and the Algoma West Academy of Medicine for the recruitment of physicians and health care professionals to Sault Ste. Marie. This agreement expired on April 2, 2007. In order to continue this beneficial endeavour a renewal of this agreement has been prepared for a further term ending April 2, 2008.

RECOMMENDATION

By-law 2007-76 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Nuala M. Kenny
Assistant City Solicitor

NMK/dh

Recommended for approval,

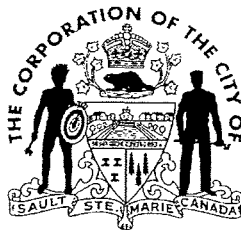
Lorie Bottos
City Solicitor

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL DEPARTMENT

P.4.6.380

REPORT TO: Mayor John Rowswell and
Members of Council

REPORT FROM: Lorie A. Bottos
City Solicitor

DATE: 2007 04 30

SUBJECT: Sale of No. 4 Fire Hall at 60-66 Old Garden River Road

On January 12, 2004 city council authorized the sale of the existing No. 4 Fire Hall on Old Garden River Road. A resolution to that effect was passed by council at the January 12, 2004 meeting. Since that time the sale of the No. 4 Fire Hall was tied into the decision on the renovation of the buildings on the former MTO site for their use as a Fire/EMS Centre. Once that decision was made the Legal Department proceeded to put a notice in the newspaper asking for offers for the No. 4 Fire Hall. The property is zoned C-4, General Commercial Zone. A plan showing the property is attached.

A notice was put in the Sault Star stating the City intended to declare this site surplus and soliciting bids no later than March 30, 2007. The notice in the newspaper read as follows:

"The Corporation of the City of Sault Ste. Marie intends to declare surplus and sell property having Civic Number 60-66 Old Garden River Road. It is at the present time being used as the No. 4 Fire Hall. The property is zoned C-4, General Commercial Zone. It has a frontage of approximately 269 feet on Old Garden River Road and an area of approximately 0.93 acres. The closing date of the transaction will depend on when the renovations of the new No. 4 Fire Hall are completed. This is expected to be sometime in the Fall of 2007. The highest offer will not necessarily be accepted. Fire Service and Emergency Medical Service fixtures will be removed from the site prior to closing the transaction. Arrangements to view the building can be made through Mr. Jim St. Jules, Assistant Fire Chief (759-5274). Sealed Offers will be received in the City Clerk's Office no later than noon, Friday, March 30, 2007."

The notice was put in the newspaper on February 10th and 17th.

The City had the No. 4 Fire Hall property appraised effective to February 12th, 2003. The appraisal was done by Sam Butkovich of Area Real Estate Appraisals Inc.. He appraised the value of the subject property at \$261,000.00.

Three submissions were received. They are summarized as follows:

1. Walrus Limited offered \$275,000 with a closing date of November 30, 2007. This offer is conditional upon the City verifying to the Purchaser that all environmental hazards have been removed from the real property in compliance with the Ministry of the Environment Guidelines to accommodate C-4 uses.
2. 510127 Ontario Limited offered \$251,500 with a closing date being 30 days after the City has notified the Purchaser that Fire Services has vacated the site or no later than December 14, 2007. This offer contained a condition requiring the City to verify that the site is clean of environmental hazards so as to accommodate C-4 uses.
3. Collaborative Communication Centres Inc. offered \$255,000 with a closing date being 30 days after the site is vacated by Fire Services. The offer too contained a clause requiring the environmental condition of the property to be verified by a Phase 1 Environmental Site Assessment and if necessary a Phase 11 Environmental Assessment, all at the City's expense.

The condition about the environmental clean up is quite standard. The City should, as a responsible Vendor confirm that the site is clean.

Recommendation

My recommendation is that the offer from Walrus Limited be accepted.

Respectfully Submitted,



Lorie A. Bottos

City Solicitor

LAB:bb

Attachment

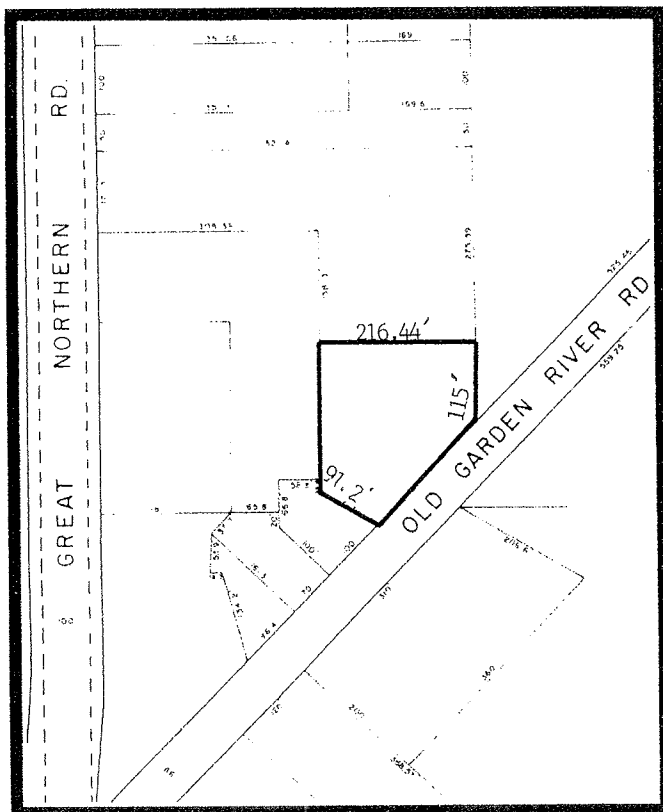
c.c. Fire Chief Lynn McCoy

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

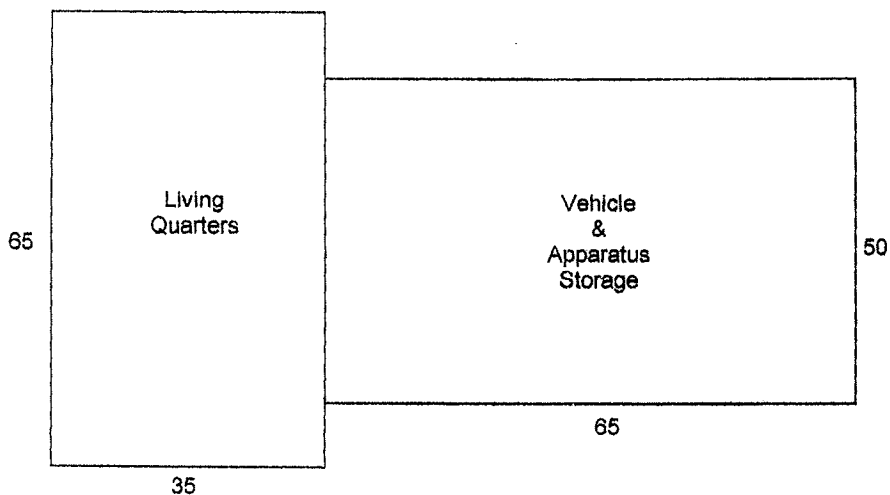
SITE MAP

60-66 Old Garden River Road



SUBJECT SKETCH

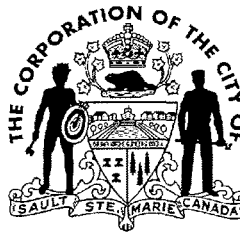
For Visualization Purposes Only
Not to be taken as an accurate depiction
of the buildings or layout. Not to scale
Measurements are in feet



5(99)

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



**LEGAL
DEPARTMENT**

File No. C.1.7

2007 04 30

Mayor John Rowswell and
Members of City Council

**RE: Agreement between the City and Sault Ste. Marie Airport
Development Corporation – Provision of Fire Services**

At the March 12, 2007 meeting of Council I had a report on a Council resolution dealing with Airport fire protection. In that report I advised that I would prepare an agreement after discussions with the Mr. Bos of the Sault Ste. Marie Airport Development Corporation and its lawyer. Fire Chief Lynn McCoy and I negotiated an agreement which appears on your agenda this evening.

The agreement provides for the Airport maintaining its current trained staff during the hours set out in clause 2(a) of the agreement. Those hours are 4:30 a.m. to 9:30 p.m. between November 12th and March 31 seven days per week and 7:00 a.m. to 3:30 p.m. between April 1st to November 11th, Monday to Friday. That is the current situation for trained staff being on duty at the Airport. Outside those hours City Fire Services personnel will respond. The Airport will train Fire Services personnel. The Airport will retain ownership of the firefighting truck now in its possession (clause 1(a)). The Airport will provide its emergency plan to Fire Services and the parties will meet to review the plan every six months. Clause 11 sets out the way this agreement can be terminated.

Recommendation

The agreement appears on your agenda this evening and is attached to Bylaw 2007-74. It is recommended for Council's approval.

Respectfully submitted,


Lorie Bottos
City Solicitor

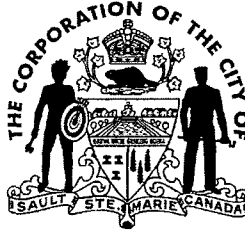
LAB/dh

cc: Chief Lynn McCoy, Sault Ste. Marie Fire Services

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

5(hh)



2007 04 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

Clergue Park Waterfront Walkway

At the January 15, 2007 City Council meeting, officials from Brookfield Power made a presentation regarding a financial contribution to the demonstration wetland that is part of the Clergue Park waterfront walkway project. At that meeting, Brookfield Power announced a funding contribution of \$144,000 as part of their sustainable development initiatives.

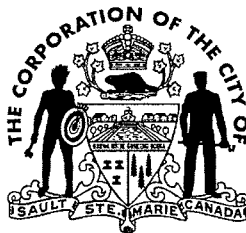
Elsewhere in the agenda is a copy of the proposed agreement between the City of Sault Ste. Marie and Brookfield Power regarding their contribution. In summary, the agreement covers the amount of the contribution and the recognition that will be given to Brookfield Power during and post construction.

Planning Director's Recommendation – That City Council approve an agreement with Brookfield Power to recognize their contribution to create a demonstration wetland as part of the Clergue Park Waterfront Walkway Project; and further that City Council express their great appreciation to Brookfield Power for their significant contribution to this important community initiative.

SDT/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



2007 04 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Clergue Park Waterfront Walkway Lighting

Last summer, it was decided to divide the Clergue Park Waterfront Walkway Project into three separate contracts in an attempt to reduce costs. The first contract for the shoreline protection and site grading is now complete. The second contract for the electrical work is complete with the exception of installing the light fixtures. The last contract for the landscaping is currently being tendered. All construction will be completed this summer.

To achieve additional cost savings, the purchase of the light fixtures was removed from the electrical contract to allow the City to deal directly with the manufacturer and local distributor. The recommended lighting is the same fixtures that have been used throughout the rest of the Waterfront Walkway and Roberta Bondar Park. These fixtures have proved to be very dependable and provide consistency in design and reduced maintenance costs. Attached is a letter and recommendation from Walker Engineering for the purchase of 61 Lumec light fixtures from the local distributor Guillevin International at a cost of \$86,800.92; and 40 bollards from the manufacturer knecht + berchtold at a cost of \$17,600. The installation of the fixtures is included as part of the existing electrical contract.

The purchase of these items is recommended with the funds to be taken from the Clergue Park Waterfront Walkway capital account.

Planning Director's Recommendation - That City Council approve the purchase of light fixtures (\$86,800.92) and bollards (\$17,600) for the Clergue

5(iii)

Park Waterfront Walkway with the funds to come from the project capital account.

DBM/pms

Attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\CLERGUE PARK WATERFRONT WALKWAY LIGHTING.doc



5(iii)
Wm. R. Walker Engineering Inc.
499 Queen Street East, Level 2
Sault Ste. Marie, Ontario, P6A 1Z9
(t) 705.942.2070 (f) 705.942.3532
walker@walkerengineering.on.ca

March 29, 2007

Mr. D. B. McConnell, RPP, Principal Planner
City of Sault Ste. Marie Planning Division
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Via Facsimile
2002-84

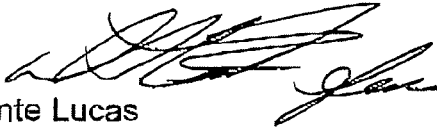
Dear Mr. McConnell

**RE: Clergue Park Waterfront Walkway Extension
Underground Electrical Works – City Contract 2006-15E**

Attached is a quote from Guillevine International for the supply of light fixtures in the amount of \$86,800.92 and a quote from knecht + Berchtold inc. for the supply of pre-cast concrete bollards in the amount of \$17,600 for the Clergue Park Waterfront Extension.

We have reviewed these quotes and find them reasonable.

Yours truly,
Wm. R. Walker Engineering Inc.


Monte Lucas

MJL:jljb

Attachment

03/15/2007 THU 14:19 FAX 705 254 5803 GUILLEVIN INTERNATIONAL

003/003

5(iii)

Walker Engineering
Attn: Monte Lucas

March 15, 2007

Re: Clergue Park Waterfront Walkway

Please see following page for details regarding the
Lumec lighting quote.

<u>Price Details</u>	<u>Amount</u>
----------------------	---------------

Type B	7 @ 3343.74 each / 23406.18
--------	-----------------------------

Type C	18 @ 1949.97 each / 35099.46
--------	------------------------------

Type D	36 @ 785.98 each / 28295.28
--------	-----------------------------

Lot Total : 86800.92

Please contact us if you have any questions or
concerns.

Regards,

John Amadio
Guillevin International
Sault Ste Marie



JOHN AMADIO
Sales Representative

81 White Oak Drive
Sault Ste-Marie, ON P6B 4J7



Tel: (705) 254-6461
Fax: (705) 254-5803
Cell: (705) 946-9284
Res: (705) 759-6152
Inwats: 1-800-998-9593

03/15/2007 THU 14:19 FAX 705 254 5803 GUILLEVIN INTERNATIONAL

5(i)) 002/003

MAR-15-2007 THU 11:50 AM NSA

FAX NO. 8933248

P. 02/02

From: Denis Gélinas - Tel: (416) 223-7255 ext:283 - Fax: (866) 971-2822 - E-mail: dgélinas@lumec.com



Lumec Inc.
640, Curé-Bolvin
Boisbriand (Québec)
Canada
J7G 2A7

QUOTE

Date: 02/13/07	10:51:14	Project: 49384- 5
Sault Ste-Marie Clergue Park		
Bidding Date 12/31/79 at 15:00		

Address:

Quoter:

	NORTHERN SALES AGENCY (Ken W. Cartmill) 3505 Falconbridge Road Garson, Ontario Canada 7056932066
--	--

Qty	Items	Description	Unit Price	Amount
-----	-------	-------------	------------	--------

	B	Type: L2
14	Lum.	CANDS1-50MH-PC-C-SR5D-347-WHTX-LMS4783C
7	Bracket	IF-2-WHTX-LMS4783C
7	Pole	APR4U-13.5-BA-CAP2-GFI-WHTX-LMS4783C
7		PRICE FOR ITEM B

	C	Type: L1
18	Lum.	CANDS1-50MH-PC-C-SR5D-347-WHTX-LMS4783L
18	Bracket	IF-1A-WHTX-LMS4783L
18	Pole	APR4F-13.5-BA-CAP2-GFI-WHTX-LMS4783L
18		PRICE FOR ITEM C

	D	Type: B
36	Boi	BD8G-50MH-347-VPA-WHTX-LMS48666A
36		PRICE FOR ITEM D



All Federal, Local, State and Provincial taxes are not included.

Standard Lumec colors, if custom color add 1070 \$ D/N lot, per color / per order.

Lamps, fuses, fuse holders are not included unless otherwise specified.

Freight Allowed (for more than 5000\$).

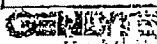
Prices are valid for 30 days.

Mode of transportation will be determined by Lumec, unless otherwise specified and requested by the purchaser,
in which case the purchaser assumes any or all additional charges.

Approx lead time should be 8 to 10 weeks after order is released and / or final approval of shop drawings.

Pricing based on one shipment, one delivery date.

By: Denis Gélinas



(Re: VD-03)



knecht + berchtold inc.
183 rutherford rd. south
brampton, ont. L6W 3J7
phone: (905) 457-4911
1-888-243-2954
fax: (905) 457-2100
website: www.alphaprecasts.com
e-mail: info@alphaprecasts.com

2002.84
5(iii)

Date: MARCH 22/07

To: WALKER ENGINEERING

Attention: MONTY LILAS

Fax #: 1-705-942-3532

From: DAVE MAXWELL

If you did not receive all 1 pages, including this Transmittal Sheet, please call the undersigned.

MESSAGE: I AM PLEASED TO QUOTE YOU ON THE SUPPLY ONLY OF "CUSTOM" PRECAST BOLLARDS FOR SAULT STE MARIE. THE PRICE IS BASED ON THE USE OF A BEST CEMENT OUR L-1 ALPHABETIC SANDHASTED FACE. ALL TO MATCH EXISTING AS CLOSE AS POSSIBLE. PRICE QUOTED IS ALL TAXES EXTRA FOR OUR PLANT BRAMPTON

PRECAST BOLLARD

356 Ø X 850 HT

AS PER DRAWING A4-2002.84-D1 — 22 REQ

AS PER DRAWING A4-2002.84-D2 — 18 REQ

40 TOTAL

40 BOLLARDS @ 370.00 EACH — \$ 14,800.00

DELIVERY TO SAULT STE. MARIE WORKS DEPT
AT 128 SAUVAGE RD 1 LOAD — \$ 2800.00

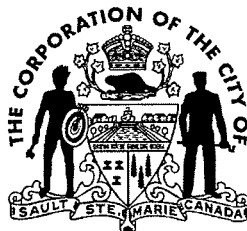
ALL TAXES EXTRA

NOTE

① ELECTRICAL BOXES FOR 84-D2
TO BE SUPPLIED BY OTHERS.

YOURS TRULY

DAVE MAXWELL



2007 04 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Clergue Park Waterfront Walkway
Landscaping Work
City Contract 2007-9E

Tenders received for Contract 2007-9E were opened at a public meeting on Friday April 20, 2007. This contract includes all of the concrete paving, asphalt, landscaping and furnishings necessary to complete the Clergue Park portion of the waterfront walkway.

Two tenders were received, and as described in the attached report from Walker Engineering, the low tender of \$1,104,145.80 (including GST) was submitted by Mid Canada Construction. This amount is 6 percent below the pretender estimate of \$1,175,000 and includes a \$50,000 contingency allowance. The City's net cost of \$986,174.46 excludes GST (\$62,498.82) and a proposed trail marker (\$55,472.52) which will be paid by the Trans Canada Trail Foundation.

The total project cost summary is provided below:

Contract 2006-12E (Shore Work)	\$ 692,477.56
Contract 2006-15E (Electrical)	\$ 208,123.00
Materials (Lights)	\$ 86,800.92
Materials (Bollards)	\$ 17,600.00
Contract 2007-9E (Landscaping)	\$ 986,174.46
Engineering	<u>\$ 225,000.00</u>
Total:	\$2,216,175.94

This project is being jointly funded by the City (\$1,000,000), NOHFC (\$1,000,000) and a generous contribution from Brookfield Power (\$144,000) leaving a shortfall of \$72,175.94. Given that City Council has budgeted \$100,000 for trail development in 2007 and that the Province recently announced an additional \$450,000 grant for development of the Hub Trail; it is recommended that the required additional funding (\$72,175.94) be taken from the City's 2007 trail development budget. Given that approximately 500 meters of the Hub Trail will be constructed as part of the Clergue Park Waterfront Walkway project, this allocation is both appropriate and recommended. This will allow the project to be completed as originally designed with the addition of an entrance plaza adjacent to Russ Ramsay Way to complete that area. The Commissioner of Finance has reviewed and supports this recommendation.

Accordingly, staff recommend that City Council award Contract 2007-9E to Mid Canada Construction in the amount of \$1,104,145.80. It is anticipated that all of this work will be completed by mid-August.

Planning Directors Recommendation -- That City Council award contract 2007-9E (Clergue Park Waterfront Walkway Landscaping) to Mid Canada Construction in the amount of \$1,104,145.80 (inc. GST); and further that City Council authorize the use of the 2007 trail development budget for this project.

DBM/pms

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(11)



Wm. R. Walker Engineering Inc.
499 Queen Street East, Level 2
Sault Ste. Marie, Ontario, P6A 1Z9
(t) 705.942.2070 (f) 705.942.3532
walker@walkerengineering.on.ca

April 23, 2007

Mr. Don McConnell, RPP
Planning Division
City of Sault Ste. Marie
99 Foster Drive, Civic Centre
Sault Ste. Marie, ON P6A 5N1

Via Facsimile
2002-84

Dear Mr. McConnell

**RE: Clergue Park Waterfront Walkway Extension
City Contract N° 2007-9E (Landscaping)**

We are pleased to present our Tender Evaluation Report and Recommendation for the tenders received for landscaping works for the Clergue Park Waterfront Extension.

Project Description:

- Construction of 400m of bicycle paths and pedestrian walkways;
- Construction of 2000m² of brick/concrete plazas; and,
- Placement of hard and soft landscaping (trees, shrubs, flowers & grass).

Tendering of the Work:

A tender advertisement for the project appeared in the City Info Column of the Sault Star on March 24, 2007.

One (1) addendum was issued during the tendering period.

Tenders closed at the Civic Centre on April 20, 2007 at 3:00 p.m. The tenders were opened publicly by municipal officials in the Tarentorus Room at approximately 3:15 p.m. on the same day.

Tenders Received:

Two (2) tenders were received for the work, as follows:

Contractor	Total Tender Price (Including GST)
Mid Canada Construction	\$ 1,104,145.80
Avery Construction	\$ 1,677,510.65

Continued Page 2

5(jj)

Page 2

April 23, 2007

2002-84

Both of the tenders were checked for arithmetic correctness and no errors were noted. Both tenders were submitted with the appropriate tender deposit cheques, which were retained by the City of Sault Ste. Marie. As well, both tenders were submitted with the appropriate Agreement to Bond and other required documentation.

The Pre-Tender Estimate for the work was \$1,175,000.00, including G.S.T. The submitted tenders include a Contingency Allowance in the amount of \$50,000 which may or may not be required for changes and/or additions to the work.

Consultant's Experience with the Low Bidder: Wm. R. Walker Engineering Inc. has worked with Mid Canada Construction Corp. on similar projects. It is our opinion that Mid Canada is qualified and has the ability to successfully complete the project.

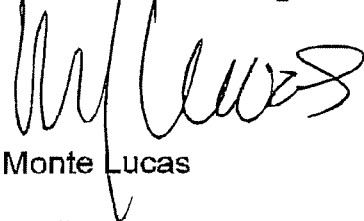
Completion Date: The contract documents require that all works be substantially completed by August 24, 2007.

Tender Validity: The contract documents stipulated that tenders be open for acceptance for a period of 90 days after the closing date.

Recommendation: Wm. R. Walker Engineering Inc. recommends that the City of Sault Ste. Marie award the tender for City Contract 2007-9E (Landscaping) for the Clergue Park Waterfront Extension to Mid Canada Construction Corp. for a total tender price of \$1,104,145.80.

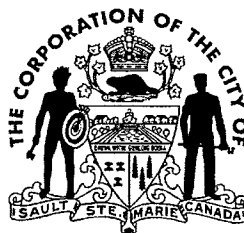
The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly
Wm. R. Walker Engineering Inc.



Monte Lucas

ML:ljc



2007 04 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

City Council's Endorsement of FEDNOR
Funding Request for an Intern

Background

The Planning Division is in the process of requesting FEDNOR funding to hire a Planning intern to help develop 4 specific projects. The duration of the proposed internship will be 12 months. While staff does not normally approach City Council for such personnel issues, FEDNOR now requires a Council resolution as part of the application process.

Project 1 – Official Plan Review

The Provincial Policy Statement requires that Official Plans be updated at least every 5 years. The City's Official Plan outlines the long term or strategic development policies for the municipality over a 20-year forecast. The updated policies of the OP will better reflect the social, economic, environmental, and development trends in Sault Ste. Marie.

The successful intern will be required to coordinate public workshops, statistical updates, and a municipal review of updated Official Plans.

Project 2 – Signs By-law 2005-166 Review

Drafted at the same time as the Zoning By-law, Signs By-law 2005-166 is the result of the consolidation of 3 By-laws. At that time it was understood that some reworking would be necessary. The intern will be responsible for

coordinating community outreach, a municipal review, and the development of a new consolidated Signs By-law.

Project 3 – Subdivision Design Guideline

With the recent and anticipated increase in new subdivision development, a subdivision guideline is required. This guideline will include a summary of the approval process, general objectives for subdivision design and infrastructure requirements.

Project 4 – Site Plan Design Guideline

Currently the City does not have a comprehensive development guideline for the preparation and review of site plans. A guideline will be prepared incorporating signage location, landscaping, parking layout, and accessibility requirements for use by both City staff and the development industry.

SUMMARY

The 4 projects outlined above will give the successful intern an opportunity to work within the full spectrum of planning, from strategic planning, to site specific land use planning. With the Planning Director acting as a mentor, the successful intern will have the opportunity to log experience with the Ontario Professional Planners Institute (OPPI), towards full membership.

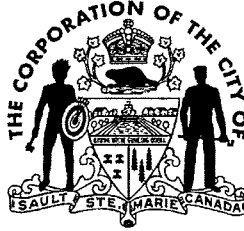
Planning Director's Recommendation - That City Council accept this report as information, and endorses the Planning Division's application to FEDNOR for a 12-month internship position.

PT/pms

RECOMMENDED FOR APPROVAL



Joseph M. Frotesi
Chief Administrative Officer



2007 04 30

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowswell
and Members of City Council

SUBJECT:

Rural Residential Development Update

This report has been prepared to provide City Council with an update on the status of various developments in the rural residential area and recommendations for dealing with future applications.

Background

When the City's new Official Plan was approved in 1996, the creation of new rural residential lots was prohibited. This was a reflection of the limited demand for new lots given the local economy at the time, and the large number of existing lots or new subdivisions that had received draft approval but had not yet been constructed. Any variance to this policy requires City Council approval of an Official Plan amendment. The Official Plan permits an exception when rural residential lots are created as accessory to the development of a natural resource. This was intended to assist the tourism industry and the 30 lots created as part of the Crimson Ridge Golf Course were developed on this basis.

The intent to the Official Plan policy is to ensure that sufficient land close to the urban settlement area is preserved for future urban development, and that all new lots are otherwise suitable for residential development.

Between 2001 and 2006, 125 new homes were constructed in the rural area. During the same time, City Council approved Official Plan amendments to permit 45 new lots to be created in the rural area in addition to the 30 Crimson Ridge lots. Generally, City Council and the Committee of Adjustment have been sympathetic to allowing the creation of one additional lot whether for the benefit

of a family member or financial gain. This practice has maintained a good inventory of rural residential lots that has been reflective of market demand in recent years.

Recent Developments

With a stronger local economy, a number of previously approved rural residential subdivisions are being registered for development and applications have been received for several new rural estate subdivisions. The following is a brief update on each of these projects.

Sunnyside Beach - This 50 lot subdivision with frontage on Lake Superior received draft approval in 1988. In 2005, the first 17 lots were registered. In 2006, the remaining 33 lots were registered and construction of the roadway completed. These lots are currently being marketed for sale.

Lamentea Subdivision - City Council gave draft approval to this 43 lot subdivision near Second Line and Leigh's Bay Road in 1990. That year the first 13 lots were constructed. The developer has recently completed his arrangements to proceed with a second stage for 11 additional lots.

Estorth Subdivision - This 14 lot rural residential subdivision on Airport Road was approved by City Council in 1988 but has not been developed.

Glengary Estates - This 27 lot subdivision on the south side of Fourth Line was approved by City Council in 1991 and has been developed in stages. Ten lots were developed in 1992, an additional two in 1997 and six more in 2006.

Sagle Subdivision - This 51 lot rural residential subdivision on the north side of Fourth Line was approved by City Council in 1994 but has not been developed.

Proposed River Road Subdivision (Shunock Property) - An application for a 39 lot subdivision at the end River Road was filed last year, however, the applicant is still in the process of completing a hydro geological study. When received, this application will be brought forward for City Council's consideration.

Pointe Estates (Avery Property) - An application for a 92 lot subdivision located south of Pointe Aux Pins Drive has been received. This application involves the closing of a portion of Alagash Drive and the development of an existing wetland area. The application has been circulated to affected agencies and departments for comment. However given the complexities and other approvals required, it is anticipated that some agency comments will not be received for several months. This application will be brought forward for City Council's consideration when the commenting process has been completed.

Staff has also had extensive discussions with two local developers on potential new rural estate subdivisions.

Country Estates (Avery) Subdivision Expansion - When the original Country Estates subdivision was approved, the property was designed to permit an 11 lot third phase. The developer as indicated that he now intends to finalize approvals for this portion of the development.

Third Line and Goulais Avenue - Staff have also had considerable discussion with a local developer for a rural residential subdivision located on the south side of Third Line immediately west of Goulais Avenue. As with the Country Estates subdivision, considerable work has already been done and an application is expected shortly.

SUMMARY

In addition to the above projects, there is also a considerable inventory of available rural residential lots on the market, including 31 of the original 50 lot Parkewood Estates subdivision located at the southwest corner of Airport Road and Base Line.

Although there are indications of a modest increase in the demand for rural residential lots, there is a significant inventory that will be brought onto the market this year. Several subdivisions that were approved 15 years ago have not yet been completed due to the limited market demand. Excess supply may result in partially completed developments which is not good for either the lot purchaser or development industry.

This year, Planning staff will be completing a comprehensive review of our Official Plan rural area policies to ensure consistency with the Provincial Policy Statement, good planning practice and local market demand.

In the interim, it is recommended that the present practice of approving single lot severances be continued subject to approval of an Official Plan amendment by City Council. It should be noted that it is staff's intention to recommend that future severances be approved in selected areas without an Official Plan amendment as part of this year's comprehensive rural area policy review.

Given the large number of existing and proposed rural estate subdivision lots, it is recommended that further applications for multiple severances or new rural estate subdivisions be deferred until such time as our comprehensive rural area policy review is completed. Those applications which had been received or are immediately pending (as described above) will be processed in accordance with our standard practice.

Planning Director's Recommendation - That City Council continue the existing practice of allowing individual lot severances where appropriate, subject to an Official Plan amendment, and that the proposed rural estate subdivision applications listed in this report be processed in accordance with our standard practice, and that future requests for multiple lot severances or new subdivisions be deferred until such time as a review of the City's Official Plan rural area policy is completed and approved by City Council.

DBM/pms

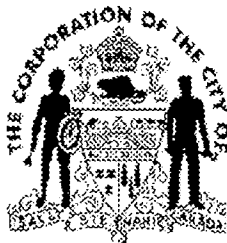
RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\RURAL RESIDENTIAL DEVELOPMENT UPDATE.doc

5(mm)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works & Transportation
Department

2007 01 29

Mayor John Rowswell and
Members of City Council

RE: SPRING CLEAN-UP

On January 15, 2007 Council passed the following resolution:

"Whereas in the urban area there are several homes now accumulating materials in their back yards and; Whereas when the City had the spring cleanup there were no problems with accumulating materials as such; Now therefore it be resolved that City Council request the Commissioner of Engineering and Commissioner of Public Works and Transportation to study the issue of re-establishing the spring cleanup in the near future and report back to Council."

Attached for Council's information is a previous report on spring cleanup, approved by Council in 2001. As we are now required to source separate all recyclable material; and would need to do so at curb side if spring clean-up is re-established, the cost to provide a city wide spring cleanup in 2007 is estimated at \$375,000.

It is also noted that we still offer two free weeks (spring and fall) at the landfill. There is no charge for residential disposal under the 500kg limit during these weeks. Staff still concurs with the recommendations in the previous report.

This is provided for Council's information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P m McAuley".

Patrick M. McAuley, P. Eng.
Commissioner
Public Works & Transportation

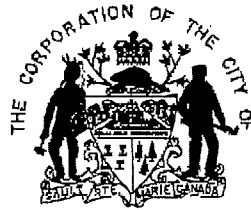
RECOMMENDED FOR APPROVAL

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

Joseph M. Fratesi
Chief Administrative Officer

PMM\cmr

\\pwt\Dept Share\Council 2007\Spring Cleanup

1
5 (mm)

City Works Centre
128 Sackville Road

01 08 29

Mayor J. Rowswell
and Members of City Council
Civic Centre

Subject: Spring Clean-Up

On June 25, 2001 Council passed the following resolution:

Whereas there continues to be constant concern expressed by residents about the lack of annual "spring cleanup" in our community;
Now therefore be it resolved that the Commissioner of Public Works and Transportation report back to Council on the feasibility and cost of reintroducing the "spring cleanup" in our community.

Spring clean-up was last held in the City in 1982. It was discontinued for economic reasons due to the increasing costs to the municipality. The general concept was that anything could be put out to the curbside for removal by the City, including trees, stumps, construction material, auto body parts, furniture, appliances, etc., during a specific week in the spring.

Subsequent to the cancellation of spring clean-up, the landfill has been reconfigured to include a large public drop off area, including specific areas for recycling metals, batteries, propane cylinders, tires and waste wood/brush. The \$2 gate fee is waived for two one week periods (in May and September) each year, to facilitate and encourage residents in the clean up of private property. On an annual basis there are 55,000 visits to the public drop off area.

In addition, as a result of the cancelled spring clean-up, the private sector has stepped in to provide the service. Several companies provide removal and disposal services for mixed waste, and various contractors accept metals and inert construction and demolition waste at their places of business.

Cost Estimate

We have done two estimates to reinstitute an annual spring clean-up. The first is a general City wide coverage where all waste is taken and landfilled without separation, and a second estimate to include the sorting and separation of all recyclable and inert material that does not have to be landfilled.

5(mm)
2

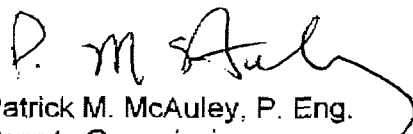
The estimate cost to provide a general spring clean-up without separation is estimated at \$244,000. This includes 12 crews for 5 days with appropriate front-end loaders, trucks and labourers. It does not include an estimated \$16,500 of lost tipping fee revenue.

The estimated cost to provide a spring clean-up with separation of metals, wood and brush, tires and batteries, is approximately \$300,000, not including lost tipping fee revenue of \$16,500.

Recommendation

To provide a general, city wide spring clean-up is a very expensive undertaking, and does not encourage the diversion of waste from the landfill. It is therefore recommended that the City not provide a spring clean-up, but rather continue to encourage the use of the public drop off and private sector contractors for this service.

All of which is respectfully submitted.


Patrick M. McAuley, P. Eng.
Deputy Commissioner
Public Works and Transportation

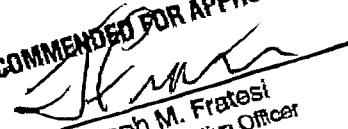
Recommended by:



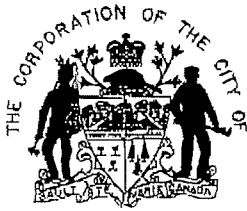
R. B. Avery, P. Eng.
Commissioner
Public Works & Transportation

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RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



CITY COUNCIL RESOLUTION

5(mm)

Agenda Item

Date: September 24, 2001

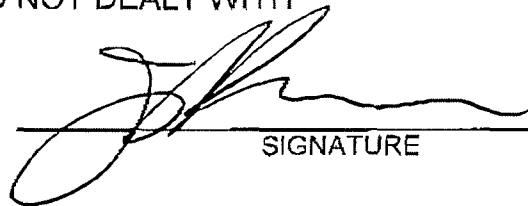
MOVED BY
SECONDED BY

Councillor
Councillor

P. Mick
L. Turco

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2001 08 29 concerning Spring Clean-Up be accepted and the recommendation contained therein, be approved.

☒ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH


SIGNATURE

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

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

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-73

AGREEMENTS: (P.3.1.) A by-law to authorize an agreement between the City, the Province and the Sault Ste. Marie Police Services Board under the Community Policing Partnerships Program for funding for front-line uniformed police officers.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor is 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 30th day of April, 2007 and made between the City, the Province and the Sault Ste. Marie Police Services Board under the Community Policing Partnerships Program for funding for front-line uniformed police officers.

2. **SCHEDULE "A"**

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

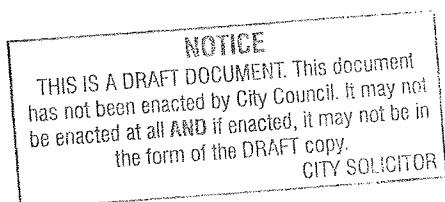
3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CLERK – MALCOLM WHITE



THIS AGREEMENT made as of the 30th day of April, 2007.

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional
Services**

(the "Ministry")

- and -

City of Sault Ste. Marie

(the "Municipality")

- and -

Sault Ste. Marie Police Services Board

(the "Board")

WHEREAS in 1998, the Ministry established the **Community Policing Partnerships (CPP) Program (the "Program")** as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

AND WHEREAS the Municipality and the Board applied to the Ministry in [insert date of application] for funding under the Program to increase front-line operational policing presence;

AND WHEREAS the Ministry wishes to continue to fund the Board by granting funds to the Municipality **for the purpose of maintaining the increased number of sworn officers of the Sault Ste. Marie Police Service for enhanced police visibility;**

NOW THEREFORE, in consideration of the mutual covenants and Agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement the following words shall have the following meanings:

- (a) **"Agreement"** means this Agreement entered into between the Ministry and the Municipality and the Board and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) **"CPP Activities"** means the front-line policing activities described in Schedule "B";
- (c) **"Fiscal Year"** means from April 1st in the year the Grant Funds were provided and until the following March 31st;
- (d) **"Grant Fund(s)(ing)"** means the grant funds provided to the Municipality by the Ministry pursuant to this Agreement.

2.0 Term of the Agreement

2.1 The Agreement shall commence on **April 1, 2007** and shall expire on **March 31, 2009** unless terminated earlier pursuant to either section 16.1 or 17.1 of this Agreement.

3.0 Grant Funding

- 3.1 In accordance with Schedule "A", the Ministry shall provide **up to a maximum of \$30,000.00 per officer** to the Municipality to provide to the Board so that the Board can **employ front-line officers in full-time CPP Activities**.
- 3.2 The Ministry shall disburse the Grant Funds according to the schedule provided in Schedule "A".
- 3.3 Despite sections 3.1 and 3.2 the Ministry, in its sole discretion, may adjust the amount of Grant Funding to be provided to the Municipality for the Board in any Fiscal Year during which the Agreement is in effect, based upon the Ministry's assessment of documentation provided to the Ministry pursuant to section 7.1 of this Agreement.
- 3.4 Despite sections 3.1 and 3.2 the Ministry shall not provide any Grant Funds to the Municipality for the Board until the insurance requirements described in section 11.1 have been met and the Municipal Council has provided a municipal by-law or resolution authorizing the Municipality to enter into this Agreement with the Ministry.

4.0 Municipality and Board Warrant

- 4.1 The Municipality and the Board warrant that they shall carry out the Program in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Program.

5.0 Further Conditions

- 5.1 The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant Funds which it, in its sole discretion, considers appropriate for the proper expenditure and management of the Grant Funds and the carrying out and completion of the Program and shall be entitled to impose such terms and conditions on any consent granted pursuant to this Agreement.

6.0 Further Grants

- 6.1 It is agreed and understood that the provision of the Grant Funds in no way commits the Ministry to provide other or additional grants to the Municipality or the Board now or in the future.

7.0 Accounting and Review

- 7.1 The Municipality and Board:

- (a) shall conduct themselves in respect to the Program in accordance with all applicable laws;
- (b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Grant Funding in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the termination of this Agreement;
- (c) shall maintain all non-financial documents and records relating to the Grant Funding in a confidential manner consistent with all applicable laws; and
- (d) hereby authorize the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the business premises of the Municipality and the Board to review the status and manner of operation of the Program and to inspect and copy any financial records, invoices and other financially-related documents, non-financial records and documents, in the possession or under the control of the Municipality or the Board which relate to the Grant Funds.

- 7.2 The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

7.3 To assist the Ministry in the task described in this section, the Municipality and the Board shall provide any other information to the Ministry reasonably requested by the Ministry.

7.4 The purposes for which the Ministry may exercise its right under this section include:

- (a) determining for what items and purposes the Municipality and the Board expended the Grant Funds;
- (b) determining whether, and to what extent, the Municipality and the Board expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Municipality and the Board completed the Program effectively and in accordance with the terms of this agreement.

8.0 Conflict of Interest

8.1 The Recipient shall ensure that the Program is carried out in all its aspects without a conflict of interest by any person associated with the Program in whatever capacity.

8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Program or any member of his or her family is able to benefit financially from his or her involvement in the Program. Nothing in this section shall prevent the Recipient if it so chooses from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Program.

8.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

9.0 Limitation of Liability

9.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality or the Board arising out of or in any way related to the Program or this Agreement.

10.0 Indemnity

10.1 The Municipality and the Board shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Municipality's or the Board's activities under the Program, unless it was caused by the negligence or wilful act of an officer, employee, or agent of the Ministry.

11.0 Insurance

11.1 Prior to the beginning of the program, the Municipality and the Board shall put in effect and maintain for the period during which the Agreement is in effect, at their own expense, with insurers acceptable to the Ministry, Commercial General Liability Insurance to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for property damage, third party bodily injury and personal injury, and including, at least, the following policy endorsements:

- (a) Her Majesty the Queen in right of Ontario as represented by the Minister as an additional insured;
- (b) Contractual Liability;
- (c) Products and Completed Operations Liability;
- (d) Employer's Liability and Voluntary Compensation or WSIB coverage, as applicable;
- (e) Non-Owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles; and
- (f) A thirty (30) day written notice of cancellation.

11.2 Prior to the beginning of the Program, the Municipality and Board shall provide the Ministry with a valid Certificate of Insurance (and any replacements thereof) that confirms the above requirements. The Municipality and the Board shall provide the Ministry with any renewal replacement certificates as may be necessary.

12.0 Credit

12.1 The Municipality and the Board shall acknowledge the support of the Ministry in all public communications and publicity relating to the Program or this Agreement including press releases, published reports, radio and television programs and public meetings, in a format approved by the Ministry.

12.2 The Municipality and the Board shall ensure the acknowledgement in any report or materials indicate that the views expressed in the report or materials are the views of the Municipality and the Board and do not necessarily reflect those of the Ministry.

13.0 Reports

13.1 The Municipality and the Board shall prepare and deliver, in the form identified in Schedule A, the reports described in Schedule A.

- 13.2 Such other reports as the Ministry may require from time to time; and
- 13.3 A final audited financial statement to the Ministry, within the time period stipulated by the Ministry.
- 13.4 The Municipality and the Board shall each ensure that all reports on behalf of the Municipality or the Board are signed by an authorized signatory, as applicable.

14.0 Inspection

- 14.1 The Ministry reserves the right to inspect any aspect of the CPP Activities being carried out under the Program at any time.

15.0 Assignment

- 15.1 Neither the Municipality nor the Board shall assign this Agreement or the Grant Funds, or any part thereof, without the prior written approval of the Ministry, which approval may be withheld by the Ministry in its sole discretion or given subject to such terms and conditions as the Ministry may impose.

16.0 Termination by Ministry for Convenience

- 16.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Municipality and the Board.
- 16.2 Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Program and allow the Municipality and the Board to wind down the CPP Activities by the end of the notice period.

17.0 Termination by the Ministry

- 17.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving notice to the Municipality and the Board if:

(a) in the opinion of the Ministry:

- i) the Municipality or the Board has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
- ii) the Municipality or the Board breaches any term or condition of this Agreement;

- iii) the Municipality or the Board is unable to carry out CPP Activities or is likely to discontinue it;
- iv) it is not reasonable for any reason for the Municipality or the Board to participate in the Program;

or

- (b) the Municipality or the Board makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (c) the Municipality or the Board ceases to operate.

17.2 If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Municipality or the Board the opportunity to remedy the breach, the Ministry will give the Municipality or the Board, as circumstances dictate, an opportunity to remedy the breach by giving the Municipality and the Board written notice.

- (a) of the particulars of the breach;
- (b) of the period of time within which the Municipality or the Board, as circumstances dictate, is required to remedy the breach;
- (c) that the Ministry shall terminate this Agreement:
 - i) at the end of the notice period provided for in the notice if the Municipality or the Board fail to remedy the breach within the time specified in the notice; or
 - ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Municipality or the Board cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Municipality or the Board are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

17.3 If the Ministry has provided the Municipality and the Board with an opportunity to remedy the breach, and

- (a) the Municipality or the Board does not remedy the breach within the time period specified in the notice; or

- (b) it becomes apparent to the Ministry, acting reasonably, that the Municipality or the Board cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the Municipality or the Board is not proceeding to remedy the breach in a way that is satisfactory to the Ministry, acting reasonably;

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Municipality and the Board.

- 17.4 In the event of termination pursuant to this section the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

18.0 Grant Funding Upon Termination

- 18.1 If this Agreement is terminated by the Ministry pursuant to section 16.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board that are not required by the Municipality and the Board to pay the costs of winding down the CPP Activities as determined by the Ministry pursuant to section 16.2.

- 18.2 If this Agreement is terminated by the Ministry pursuant to section 17.1, the Ministry shall:

- (a) cancel all further Grant Funding instalments;
- (b) demand the repayment of any Grant Funds remaining in the possession or under the control of the Municipality and the Board.

- 18.3 If this Agreement is terminated by the Ministry because the Municipality and the Board use the Grant Funds for purposes not agreed upon by the Ministry, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Municipality and the Board the payment of funds equal to those improperly used by the Municipality or the Board.

- 18.4 If the Ministry demands the repayment of any part of the Grant Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Municipality and the Board shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.
- 18.5 The Ministry reserves the right to demand interest on any amount owing by the Municipality or the Board at the then current rate charged by the Province of Ontario on accounts receivable.
- 18.6 The Municipality and the Board shall repay the amount demanded by cheque payable to the "Minister of Finance" and mailed to the Ministry to the attention of the Ministry Representative as provided for in section 21.

19.0 Grant Funding at end of Fiscal Year or on Expiry of Agreement

- 19.1 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board by the end of any Fiscal Year during the term of this Agreement shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.2 Any part of the Grant Funds that have not been used or accounted for by the Municipality or the Board at the time the Agreement is terminated shall belong to the Ministry. The Municipality and the Board shall use the Grant Funds only for the purposes set out in this Agreement or shall return the Grant Funds to the Ministry immediately upon the request of the Ministry.
- 19.3 At the end of any Fiscal Year during the term of this Agreement or upon the expiry of the Agreement, the Municipality and the Board shall, upon the demand of the Ministry, repay to the Ministry an amount equal to any part of the Grant Funds used by the Municipality and the Board for purposes not identified in this Agreement. This amount shall be a debt due and owing to the Ministry and the Ministry's right to demand payment of this money is in addition to the rights conferred upon it under this Agreement or in law or in equity.

20.0 Counterparts

- 20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.0 Notices

- 21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by certified or registered mail, postage prepared with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing. All notices shall be addressed as follows:

To the Ministry:

Ministry of Community Safety and
Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention: Eve Roknic, A/Manager, Program
Development Section, Police Support
Services Branch, Public Safety Division

Fax: (416) 314-3092
Telephone: (416) 314-3074

To the Municipality:

City of Sault Ste. Marie
99 Foster Dr., PO Box 580
Sault Ste. Marie ON P6A 5X6

Attention: His Worship John Rowswell
Mayor
Fax: (705) 541-7171
Telephone: (705) 759-5344

To the Board:

Sault Ste. Marie Police Services Board
580 Second Line East, P.O. Box 235
Sault Ste. Marie ON Sault Ste. Marie

Attention: Judge James Greco
Chair
Fax: (705) 759-9210
Telephone: (705) 759-2500

- 21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by facsimile; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified or registered or postage prepaid mail.

22.0 Confidentiality

- 22.1 Subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act* and the *Municipal Freedom of Information and Protection of Privacy Act*, the Municipality and the Board shall not disclose or publish at any time, any of the information provided to them by the Ministry pursuant to this Agreement or any of the information obtained or discovered in the course of the performance of the Municipality's and the Board's duties and obligations under this Agreement ("Ministry Information") without the prior written consent of the Ministry Representative.
- 22.2 All information the Municipality and the Board are required to provide to the Ministry under this Agreement is deemed to be the property of the Ministry and as such is to remain confidential. A breach of this provision could result in the immediate termination of this Agreement.

23.0 Severability of Provisions

- 23.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid provision shall be deemed to be severed.

24.0 Waiver

- 24.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the Municipality and the Board or by the Ministry as the circumstances dictate. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

25.0 Independent Parties

- 25.1 The parties are and shall at all times remain independent and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. In respect to this Agreement and the Program, no representations shall be made or acts taken by any party which could establish or imply any apparent relationship of recipient, joint venture, partnership or employment and no party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other parties to any other person nor with respect to any other action of any other party.

26.0 Assignment of Agreement or Grant Funds

- 26.1 The Recipient shall not assign this Agreement or the Grant Funds or any part thereof without the prior written consent of the Ministry.

27.0 Governing Law

- 27.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

28.0 Further Assurances

- 28.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

29.0 Circumstances Beyond the Control of Either Party

- 29.1 No party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the party including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

30.0 Survival

- 30.1 The provisions in articles 7.0 (Accounting), 9.0 (Limitation of Liability), 10.0 (Indemnity), 12.0 (Credit), 14.0 (Inspection), 18.0 (Grant Funding upon Termination) and 19.0 (Grant Funding at end of Fiscal Year or on Expiry of Agreement shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement. The provisions in article 22.0 (Confidentiality) shall survive the termination or expiry of this Agreement.

31.0 Schedules

- 31.1 The following are the schedules attached to and forming part of this Agreement.

- (a) Schedule "A" (Funding Payment Schedule)
- (b) Schedule "B" (Grant Application)
- (c) Schedule "C" (Interim and Final Reporting Forms re: front-line activities)

32.0 Entire Agreement

- 32.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior oral or written representations and Agreements.

32.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister
of Community Safety and Correctional Services**

per:

Date

Authorized Signatory for the Ministry
Glenn Murray
Assistant Deputy Minister
Public Safety Division

City of Sault Ste. Marie

per:

Date

Authorized Signatory for the Municipality
Name: SUSAN MYERS
Position: ACTING MAYOR

Witness

Print Witness Name

Sault Ste. Marie Police Services Board

per:

Date

Authorized Signatory for the Board
Name:
Position:

Witness

Print Witness Name

Schedule "A"

Attached to and forming part of the Agreement between the **Ministry of Community Safety and Correctional Services** and **City of Sault Ste. Marie and Sault Ste. Marie Police Services Board** dated the ____ day of _____, 2007.

Allocation

1. The Ministry agrees to cost share **12** police officer(s) and provide the Grant in accordance with the Program, under the terms of which the Board and Municipality will maintain visible front-line policing activities ("CPP Activities") as outlined in the original grant application, submitted on [insert date] and attached as Schedule B.
2. The Grant shall be used by the Board and the Municipality solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Grant shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

Ontario Police College

3. In relation to new recruits, the Board and the Municipality shall ensure that the time between the date of hire of new recruits and their entry into the Ontario Police College shall not exceed fifteen (15) days.

June 15, 1998 Benchmark

4. The Program will continue to share the cost of increases to the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

Use of the Grant Funds

5. The Grant shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer for officers hired under the CPP Program and engaged in full time CPP Activities. The Ministry's share of overtime will not exceed \$5,000.00 per officer.

Reporting Requirements

6. The Board and the Municipality shall, by September 30th of each Fiscal Year that the Agreement is in effect, submit the CPP Program Interim Report, in the form provided in Schedule C. The Interim Report shall include the following information:
 - (a) the name of the front-line police officer(s) hired under the Program, the date hired, salary paid to date and salary requested (50%);

- (b) the number of sworn officers as of September 30th of each year and the number of sworn officers submitted as of June 15, 1998 to Statistics Canada; and
 - (c) confirmation of CPP Activities undertaken by the front-line police officer(s) under the Program.
7. The Board and the Municipality shall, by March 15th of each Fiscal Year that the Agreement is in effect, submit the CPP Program Annual Report, in the form provided in Schedule C. The Annual Report shall include the following information:
- (a) name of front-line police officer(s), date hired, salary paid to date, salary requested (50%), overtime (actual) and overtime requested (50%) and total number of officers funded by the Program;
 - (b) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested (50%);
 - (c) the number of sworn officers as of March 15th and the number of sworn officers submitted as of June 15, 1998; and
 - (d) confirmation of CPP Activities undertaken by the front-line police officer(s) under the Program.

Payment Schedule

8. The Ministry will reimburse the Board and the Municipality bi-annually subject to the Ministry receiving and approving the interim and annual CPP Program reports. Overtime will be paid annually after the CPP Program Annual Report, in the form provided in Schedule C, is received and approved by the Ministry.
9. The Board and the Municipality may be required to provide such further or additional information as the Ministry, acting reasonably, deems appropriate in approving the CPP Program interim and annual reports.
10. Approval of the interim and annual reports is at the sole discretion of the Ministry.

Return of Unused Funds

11. The Board and Municipality shall return to the Ministry any balance of the Grant that is not spent in accordance with this Agreement.

Ministry Representative

12. The Ministry Representative for the Program is:

Eve Roknic
A/Manager, Program Development Section
Police Support Services Branch
Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3



**Community Police
Partnerships (CPP)
Program**

SCHEDULE B

SECTION A:

Name of Police Services Board: Sault Ste. Marie Police Services Board		Address of Police Services Board: 580 Second Line East Sault Ste. Marie ON P6A 5L6	
Name of Police Service: Sault Ste. Marie Police Service			
Name of Municipality or Regional Municipality: City of Sault Ste. Marie		Address of Municipality or Regional Municipality: 99 Foster Drive Sault Ste. Marie ON P6A 5N1	
Name of Contact Person: Robert Davies Chief of Police		Telephone #: 759-7323	Fax #: 949-3082



COMMUNITY POLICING
PARTNERSHIP

10(a)

**COMMUNITY POLICING PARTNERSHIPS (CPP) PROGRAM
SEPTEMBER 30TH INTERIM REPORT
AND MARCH 15TH ANNUAL REPORT
FISCAL YEAR 200__/200__
SCHEDULE "C"**

Attached to and forming part of the Agreement between the Ministry of Community Safety and Correctional Services and City of Sault Ste. Marie and Sault Ste. Marie Police Services Board dated the ____ day of _____, 2007.

CPP - Statistical Information Sheet

REFER TO GUIDELINES FOR INSTRUCTIONS ON COMPLETING THE SCHEDULE "C" FORM.

Part A - POLICE SERVICE INFORMATION *(Please complete all boxes)*

Police Service Name:	
Police Service Address:	
Name of Contact Person:	Phone Number:
Contact Person's e-mail address:	Fax Number:
Name of Authorized Official:	Signature of Authorized Official:
Authorized Official's Rank/Title/Position:	Date:

Part B - STATISTICAL INFORMATION *(Please complete all boxes)*

Number of Sworn Officers as of March 15, 200__	
Number of Sworn Officers as of September 30, 200__	
Population of area served by your police service	
Number of Sworn Officers as of June 15, 1998	

Part C – DESCRIPTION OF FRONT-LINE OFFICERS HIRED UNDER THE CPP PROGRAM

(SEE ATTACHED EXCEL SPREADSHEET – REFER TO APPENDIX A TO OPEN ELECTRONIC VERSION OF PART C)

REFER TO APPENDIX A TO OPEN
THIS FORM ELECTRONICALLY

Reporting Period - April 1, 2007 - March 31, 2008

Part C Description of Officers Hired Under the CPP Program

Police Service: _____

Please attach an additional sheet if required. If you are using the electronic format of the form, insert additional rows into the table by clicking "Insert rows" from the Table menu.

Note: Overtime claims, up to an annual maximum of \$10,000 (50% ministry share up to \$5,000) will be submitted one time in the final report due March 15 every year.

1			2			3	4			5			6	7	8	9	10	11	12	13
Name of Officer			Date Hired			Hired Under Original CPP Program or Criminal Intelligence Initiative	Officer Classification (Recruit or Experienced) (Previous or New Hire)			FOR NEW RECRUITS ONLY Eligible Funding date (15 days before recruit class)			Total Salary Paid (From April 01 to Sept. 30, 2007)	Salary Requested (50%)	Total Salary Paid (From Oct. 01, 2007 to Mar. 31, 2008)	Salary Requested (50%)	Total Annual Salary Requested (to a maximum of \$30,000)	Overtime Rate	Total of Actual Overtime Hours	Overtime Requested (50% to a maximum of \$5,000; included in \$30,000 max)
										D	M	Y								
Surname	First Name		D	M	Y	O or I	R or E	P or N H	D	M	Y									
1																				
2																				
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
TOTALS												\$	\$	\$	\$	\$	\$	\$	\$	\$

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-74

AGREEMENT: (L-319) A by-law to authorize an agreement between the City and the Sault Ste. Marie Airport Development Corporation for the provision of aircraft emergency rescue and firefighting services.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Deputy 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, 2007 between the City and the Sault Ste. Marie Airport Development Corporation for the provision of aircraft emergency rescue and firefighting services

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CLERK – MALCOLM WHITE

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

THIS AGREEMENT made this 1st day of May, 2007

B E T W E E N

SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION
hereinafter called the "Airport"

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

WHEREAS Canadian Aviation Regulation ("CAR") – Part III – Aerodromes and Airports Regulation 303 was revised effective June 30, 2006 eliminating the requirement that airports with an annual passenger usage of less than 180,000 be required to provide an on-site aircraft rescue and firefighting unit said amended regulation being effective for the Sault Ste. Marie Airport effective June 30, 2007;

AND WHEREAS even though the Airport is no longer legally obligated to provide on-site aircraft rescue and firefighting services pursuant to CAR Regulation 303, the Airport has decided to provide such services on a limited basis in accordance with the terms of this Agreement with the City providing aircraft emergency rescue and firefighting services at all other times in accordance with the terms of this Agreement.

AND WHEREAS the City and the Airport wish to enter into this Agreement to set out the mutual obligations and responsibilities regarding aircraft emergencies at the Airport;

AND WHEREAS at the present time the Airport owns one firefighting truck which will be made available to the Sault Ste. Marie Fire Services ("City Fire Services") in accordance with the terms of this Agreement;

AND WHEREAS as of the date of this Agreement trained Airport staff is on duty seven days per week from 4:30 a.m. to 9:30 p.m. during the period of November 12th to March

31st and this trained staff is on duty from 7:00 a.m. to 3:30 p.m. Monday to Friday, except statutory holidays, during the balance of the year;

NOW THEREFORE the City and the Airport agree as follows:

1(a). The Airport shall retain ownership of the one firefighting truck now in its possession and shall not dispose of that truck during the term of this Agreement without the prior approval of the City.

1(b). The Airport shall be responsible to keep insurance on the firefighting truck and further shall be responsible to maintain the truck in good working order as well as provide all supplies necessary to the proper operation and functioning of the truck to respond to aircraft emergencies .

2(a). The Airport agrees to have trained Airport personnel on duty to respond to aircraft emergencies by operating the firefighting truck to apply foam to extinguish ground fire from 4:30 a.m. to 9:30 p.m. seven days per week, including statutory holidays, during the period from November 12th to March 31st, of each year and from 7:00 a.m. to 3:30 p.m. Monday to Friday, excluding statutory holidays, from April 1st to November 11th,

2(b) The Airport agrees that while this Agreement is in effect it will not change the hours during which trained Airport personnel is on duty as set out in paragraph 2(a) above. Notwithstanding the above, should airline schedules at the Airport change substantially, the parties agree to meet to discuss altering the hours during which trained airport personnel are on duty to respond to aircraft emergencies.

2(c). It is agreed between the Airport and the City that during the hours set out in paragraph 2(a) above, it shall be the obligation of the Airport personnel to respond to aircraft emergencies and operate the firefighting truck with the City Fire Services playing a support role during those hours.

2(d). Outside the hours set out in paragraph 2(a) above, it shall be the obligation of the City personnel to respond to aircraft emergencies at the Airport and to operate the firefighting truck to apply foam to extinguish ground fire. The parties hereto agree that the City shall have access to the firefighting truck and shall be responsible to manage the incident without the support of the Airport personnel.

2(e) Notwithstanding any other provision in this Agreement, the City agrees to respond to aircraft emergencies during those times when the firefighting truck is being repaired. The Airport shall immediately notify the City when the truck is being repaired as well as provide an estimate as to the length of time that it will take to complete the necessary repairs.

3. If the City Fire Services is called upon to respond to an emergency at the Airport outside the hours set out paragraph 2(a) herein, City Fire Services shall fill out the required incident reports and provide those incident reports to authorized Airport personnel as soon as possible after the emergency.

4. The Airport shall provide training to the City Fire Services personnel at no cost to the City for that training. The training shall be specific to the proper operation of the firefighting truck.

5. It is agreed between the parties that the Airport shall be responsible for its employees and the City shall be responsible for its employees in responding to aircraft emergencies at the Airport. The intent of this clause is that Airport employees shall follow the directions given to them by their supervisor and the City Fire Services employees shall follow directions given to them by their supervisor.

6. The parties hereto covenant and agree that the Airport and the City shall maintain sufficient liability insurance.

7. The City agrees to provide periodic reports to Transport Canada as required by Transport Canada relating to responses to aircraft emergencies at the Airport by the City personnel outside the hours set out paragraph 2(a) herein.
- 8(a). If the Airport is advised of an emergency situation, the Airport and the City agree to implement immediately its Emergency Procedure Plan (the "Plan"). The City acknowledges that it has reviewed the Plan that is in effect at the time of the execution of this Agreement.
- 8(b). The Airport will provide to City Fire Services all up-dates to the Plan immediately upon the up-date being incorporated into the Plan.
- 8(c). The Airport and the City will meet at least every six (6) months to review the Plan and also to review the functioning of this Agreement.
9. The Airport will provide to the City Fire Services the required access keys to the building and the keys necessary to allow the City Fire Services to access the "air side" in order to respond an emergency. The keys required under this clause will be kept in a super box at the Airport.
10. Although the City Fire Services will do its best to respond to aircraft emergencies at the Airport, the parties acknowledge that all support from the City Fire Services is conditional upon other demands on the City Fire Services at that particular time. In the event that the City Fire Services cannot respond to aircraft emergencies at the Airport due to other demands on the City Fire Services at that particular time, the City agrees to immediately initiate its Mutual Aid Protocol (the "Protocol"). A copy of the said Protocol shall be provided to the Airport prior to the signing of this Agreement.
- 11 This Agreement shall be terminated as follows:
- (a) upon either party providing six (6) months' written notice to the other party;
 - or

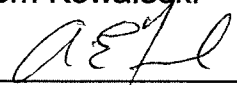
IN WITNESS WHEREOF the Corporations have hereunto affixed their corporate seals under the hand of their officers duly authorized in that behalf the day and year first above written

SAULT STE. AIRPORT DEVELOPMENT CORPORATION

Per:



Chair – Tom Kowaleski



Secretary-Treasurer – Allan Frederick
We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

~~Mayor XXX John Rowsell~~ ACTING MAYOR - SUSAN MYERS

~~Clerk XXX Donna Irving~~ DEPUTY CLERK - MALCOLM WHITE
We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-75

AGREEMENT: (File No. L.7.1) A by-law to authorize an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Deputy Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an inter-municipal agreement in the form of Schedule "A" hereto dated March 1, 2006 and made between the Corporation and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services for the period March 1, 2006 to March 1, 2009.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

This by-law is effective as of the 1st day of March, 2006.

READ THREE times and PASSED in Open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CLERK – MALCOLM WHITE

NOTICE

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CITY SOLICITOR

SCHEDULE "A"

THIS AGREEMENT made this 1st day of March, 2006

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as "the City"

- and -

THE MUNICIPAL PARTNERS BEING:

The Town of Bruce Mines
 The Township of Dubreuilville
 The Township of Hilton
 The Village of Hilton Beach
 The Municipality of Huron Shores
 The Township of Jocelyn
 The Township of Johnson
 The Township of Laird
 The Township of MacDonald, Meredith & Aberdeen Additional
 The Township of Michipicoten
 The Township of Plummer Additional
 The Township of Prince
 The Township of St. Joseph
 The Township of Tarbutt & Tarbutt Additional
 The Corporation of the Town of Thessalon
 The Township of White River

Hereinafter referred to as "Municipal Partner"

WHEREAS an inter-municipal service agreement is required to be made in support of a Memorandum of Understanding for the transfer of service delivery for all court administration and court support functions under the *Provincial Offences Act* and prosecutions of matters under Parts I and II of the *Provincial Offences Act*;

AND WHEREAS the parties hereto have agreed to the City of Sault Ste. Marie being the service delivery agent to affect a seamless transition of *Provincial Offences Act* court administration and to sharing the net revenues on a population basis among the Municipal Partners;

NOW THEREFORE the parties hereto agree as follows:

Memorandum of Understanding

1. The City agrees to enter into a Memorandum of Understanding in the form attached hereto and shown as Schedule "A" with the Attorney General for the Province of Ontario to allow the City to act as the service delivery agent for the court administration and court support

functions of the *Provincial Offences Act* and prosecutions commenced under Parts I and II of the *Provincial Offences Act*.

2. The City and each Municipal Partner agrees to be bound by the Memorandum of Understanding so as to maintain the integrity and public confidence in the justice system.

Costs and Revenue

3. The City and each Municipal Partner acknowledge that the estimated costs and revenues provided by the Province of Ontario relating to the *Provincial Offences Act* are estimates only and cannot be relied on as accurate.

4. The City agrees to share the annual net *Provincial Offences Act* revenues and deficits with each Municipal Partner on a population basis. "Population basis" means the population of each individual party to this Agreement divided by the total population of the City and all Municipal Partners multiplied by 100. For the purposes of this Agreement, the population shall be the population for the City and each Municipal Partner as cited in the most current Census data available.

5. Quarterly commencing June 1, 2006, the City shall provide each Municipal Partner with its share of the revenue less the costs of court administration, court support, *Provincial Offences Act* prosecutions, and capital expenditures.

6. Quarterly commencing June 1, 2006, the City shall provide to each Municipal Partner a status report on the POA administration and prosecution operations.

7. A Municipal Partner may review and audit the City's Integrated Court Offences Network (ICON) or Integrated Justice (IJ) financial transactions upon 30 days written notice to the City and at the Municipal Partner's own expense.

8. Each Municipal Partner shall continue to be solely responsible for the prosecution of its own by-law offences, including parking by-law offences.

9. Each Municipal Partner shall be entitled to any or all revenue derived from its own by-law convictions and such revenue shall not be included in the *Provincial Offences Act* revenue that is referred to in this Agreement.

Term

10. The contract shall expire on March 1, 2009, but may be renewed for a further three-year period on the written consent of the parties hereto.

Facilities

11. *Provincial Offences Act* prosecutions to be heard in Sault Ste. Marie shall be held at the Civic Centre, First Floor, 99 Foster Drive, Sault Ste. Marie, Ontario, in the municipal courtroom.

12. *Provincial Offences Act* prosecutions to be heard in Thessalon shall be held at 266 Main Street, Thessalon. The City agrees to enter into and maintain a lease with the Town of Thessalon for the use and occupation of the said courtroom space.

13. *Provincial Offences Act* prosecutions to be heard in Wawa shall be held at 40 Broadway Avenue, Wawa. The City agrees to enter into and maintain a lease with the Township of Michipicoten for the use and occupation of the said courtroom space.

Amendment of Agreement

14. This Agreement may be amended by any Party hereto with the written consent of all parties hereto.

Dispute Resolution

15. In the event of a dispute between the City and any of the Municipal Partners, it is agreed that a mediator shall be appointed to hear and resolve the dispute in accordance with the provisions of the *Arbitrations Act*.

Notices

16. Any notice, request, demand or other document, required or permitted to be given or sent or delivered to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- a) delivered personally to the Mayor or Reeve, or Clerk of each municipality;

- b) sent to the party by registered mail, prepaid first-class mail, or
- c) sent by facsimile machine,

to the parties at their respective municipal offices.

Counterparts

17. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Severability

18. Each provision of this Agreement is intended to be severable. If any provision is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Laws of Ontario

19. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Binding Agreement

20. This agreement shall be binding on and enure to the benefit of the successors and assigns of the parties to this agreement.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this agreement by their proper signing officers as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

~~MAYOR XXXXXXXXXX~~ ACTING MAYOR - SUSAN MYERS

~~CLERK XXXXXXXXXX~~ DEPUTY CLERK - MALCOLM WHITE

THE TOWN OF BRUCE MINES

MAYOR - DARREN FOSTER

CLERK - DONNA BRUNKE

THE TOWNSHIP OF DUBREUILVILLE

MAYOR - REJEAN RAYMOND

CLERK - MONIQUE GUELLET

THE TOWNSHIP OF HILTON

REEVE - JIM SEE

CLERK - VALERIE OBARYMSKYJ

THE VILLAGE OF HILTON BEACH

MAYOR - JACK HORE

CLERK - GLORIA FISCHER

THE MUNICIPALITY OF HURON SHORES

MAYOR - E.W. LINLEY

ACTING MAYOR - JOHN D. FULLERTON

CLERK - DEBORAH TONELLI

TOWNSHIP OF JOCELYN

TO BE INSERTED

THE TOWNSHIP OF JOHNSON

MAYOR - EDITH ORR

CLERK - RUTH KELSO

THE TOWNSHIP OF LAIRD

TO BE INSERTED

CLERK - PATRICK L. MAGNAT

THE TOWNSHIP MACDONALD,
MEREDITH & ABERDEEN ADDITIONAL

MAYOR - LYNN WATSON

CLERK - LYNNE DUGUAY

THE TOWNSHIP OF MICHIPICOTEN

MAYOR - HOWARD WHENT

CLERK - CHRIS WRAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

MAYOR - BETH WEST

CLERK - VICKY GOERTZEN-COOKE

THE TOWNSHIP OF PRINCE

REEVE - LOU MADONNA

CLERK - ANN MITCHELL

THE TOWNSHIP OF ST. JOSEPH

MAYOR - JODY WILDMAN

CLERK - MICHAEL JAGGER

THE TOWNSHIP OF TARBUTT &
TARBUTT ADDITIONAL

MAYOR - KEN RICHIE

CLERK - GLENN MARTIN

THE CORPORATION OF THE
TOWN OF THESSALON

MAYOR - DONNA LATULIPPE

CLERK - ROBERT P. MacLEAN

THE TOWNSHIP OF WHITE RIVER

MAYOR - ANGELO BAZZONI

CLERK - M. PARENT LETHBRIDGE

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-76

AGREEMENT: (L.5.8) A by-law to authorize an agreement between the City, the City of Sault Ste. Marie Physician Recruitment and Retention Committee, Group Health Centre, Sault Area Hospital and Algoma West Academy of Medicine for the continued recruitment of physicians and health care professionals.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Deputy 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 30th day of April, 2007 and made between the City, the City of Sault Ste. Marie Physician Recruitment and Retention Committee, Group Health Centre, Sault Area Hospital and Algoma West Academy of Medicine for the continued recruitment of physicians and health care professionals.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

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

DEPUTY CLERK - MALCOLM WHITE

OPERATING SERVICE AGREEMENT

This Agreement made this 30th day of April, 2007

B E T W E E N:

CITY OF SAULT STE. MARIE
PHYSICIAN RECRUITMENT AND RETENTION COMMITTEE
hereinafter referred to as the "Committee"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

GROUP HEALTH ASSOCIATION
hereinafter referred to as "GHA"

- and -

SAULT AREA HOSPITAL
hereinafter referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 2, 2007 and terminating April 2, 2008.
2. The parties hereto agree that the Committee has the authority to act independently on matters of physician recruitment.
3. The Committee shall prepare annually a budget relating to the Committee's activities for the year. The budget shall be prepared by the Executive Committee consisting of the Chairperson of the Committee, the Chief Administrative Officer of the City, the President and Chief Executive Officer of SAH, the President and Chief Executive Officer of GHA, and the President of Algoma West Academy of Medicine.
4. The Committee shall forward the City's portion of the budget to City Council at the end of January annually for review, with reference to the Finance Committee, if desired by City Council.
5. The Committee will administer the program for the recruitment of physicians. All activities of the Committee will be approved by the Committee in consultation with the Executive Committee as outlined in clause 3 above.
6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Committee Chair or Manager. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).
7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment Office.

8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

9. Upon request of the City, GHA, SAH or AWAM, the Committee shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.

10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by the Committee, including a list of committed expenses.

11. SAH shall prepare monthly financial reports for the Committee as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period January 1st to December 31st annually.

12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.

13. The Committee shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained in the Physician Recruitment Reserve to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.

14. SAH and GHA agree to make an annual contribution of \$100,000 each on June 1st of each year. The SAH and GHA contributions shall be used for the

10(d)

physician recruitment program. AWAM agrees to make annual in-kind contributions having a value of at least \$100,000.

15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the Committee will be the sole responsibility of the Committee.

16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon reasonable written request directed to the Chair or Manager of the Committee.

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. The terms and provisions of this Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

(Continued on Page 5)

10(d)

IN WITNESS HEREOF the parties hereto have set their hands and seals this
30th day of April, 2007.

CITY OF SAULT STE. MARIE
PHYSICIAN RECRUITMENT AND RETENTION COMMITTEE
Per:

Debbie Amaroso, Chairperson

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Susan Myers, Acting Mayor

Malcolm While, Deputy Clerk

GROUP HEALTH ASSOCIATION
Per:

Graham Clark, President and CEO

SAULT AREA HOSPITAL
Per:

Ron Gagnon, President and CEO

ALGOMA WEST ACADEMY OF MEDICINE
Per:

Dr. Henry Leung, President

SCHEDULE "A"**A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the Committee. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
5. Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

10(d)

1.6 Maintenance and Service Availability

Ontera shall be responsible for the installation and maintenance of the Network Services up to and including the Service Demarcation.

Ontera may perform maintenance at predetermined times scheduled by Ontera, or at other times advised by Ontera (such advice may be given orally and without any written notice). Ontera may set or change its maintenance schedule at any time without notice to the Customer.

Ontera's Service Level Objective ("SLO") for this service is availability of 99%. That is, the ratio of the length of time measured in minutes over a calendar month that the connection is available to the Customer to send information relative to the total time during the month in minutes.

An out-of-service condition commences when identified by either Ontera or by the Customer and ends when all faults are rectified and the Service is returned to the Customer in normal working condition.

Outages due to scheduled preventative maintenance procedures will not be considered in the Service Level Objective calculation. The SLO also does not include transient service degradations, of short duration, which are cleared before any repair action can be taken.

2. Additional Service Terms and Conditions: Ontera Ethernet Access and Ethernet Networking Services

The Service Terms and Conditions in this subsection apply only to the following Ethernet Access and Ethernet Networking Services ("EA Services" and "EN Services" respectively) specified in the Solution Details. Wide Area Network ("WAN"), Metropolitan Area Network ("MAN") and Local Area Network ("LAN") refer to network topologies unless otherwise specified.

E-ADSL – Asymmetrical Ethernet Access over copper

E-SHDSL – Symmetrical Ethernet Access over copper

EA – Ethernet Access over fibre or other media with bandwidth up to 1 Gb/s

EN-MAN – Ethernet Networking in a MAN application. Burstable or Dedicated bandwidth

EN-WAN – Ethernet Networking in a WAN application. Burstable or Dedicated bandwidth.

Each Ethernet Access and Ethernet Networking Service is a Network Service provided by Ontera. Burstable and Dedicated Ethernet Networking services are provided by Ontera subject to technical availability and at additional cost as described in the Solution Details by Customer Site.

2.1 Service Description and Demarcation

EA and EN Services are managed or unmanaged network services, provisioned from the Ontera core network, used for interconnection of geographically disparate LANs using the Internet Protocol ("IP") for routing/bridging between sites in a unique WAN and/MAN plan. EA Services are provisioned using a fibre or copper service facility from the Ontera point of presence to the Customer Site, terminating on an Ontera-provided Customer Interface Unit ("CIU") located in the master telephone room at the Customer Site. Optionally, the CIU may be located elsewhere within the building using Customer-provided in-building Service Components.

The CIU will be equipped with one port for connectivity to the Customer's LAN equipment. The Service Demarcation will be at the LAN interface port on the CIU.

2.2 Customer Responsibilities

EA and EN Services will be provisioned in accordance with IP addressing and routing standards, and the Customer will be responsible to ensure non-conflicting protocol address practices are maintained within the network plan. If Ontera provides the IP addresses to the Customer, these addresses shall be governed by the Ontera's addressing practices. If the Customer provides the IP addresses, the Customer must assign one IP address for use as the IP address of the CIU, and must also set that address as the default gateway for every device at that Customer Site. The Customer is responsible for any equipment or facilities required to complete the connection from the Service Demarcation and the Customer's LAN.

2.3 Service Specifics

The following section contains more specific information related to the Solutions Details (Schedule A) and is included as necessary for clarification purposes only.

(Insert solution details as required or NOT APPLICABLE if further details are not needed)

16(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-77

AGREEMENT: (P.2.1) A by-law to authorize an agreement between the City and Brookfield Power Corporation for funding toward the demonstration wetland at the waterfront walkway.

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

1. **EXECUTION OF DOCUMENTS**

The Acting Mayor and the Deputy Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 1st day of March, 2007 and made between the City authorize an agreement between the City and Brookfield Power Corporation for funding toward the demonstration wetland at the waterfront walkway.

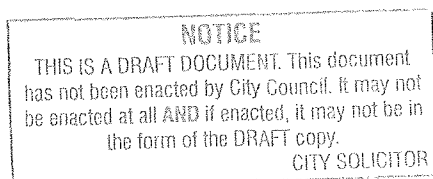
2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.



ACTING MAYOR – SUSAN MYERS

DEPUTY CLERK - MALCOLM WHITE

SCHEDULE "A"

THIS AGREEMENT MADE THIS 1ST DAY OF MARCH, 2007

B E T W E E N:

**The Corporation of the City of Sault Ste. Marie
Hereinafter called the "City"**

OF THE FIRST PART

-and-

**BROOKFIELD POWER CORPORATION
Hereinafter called the "Brookfield"**

OF THE SECOND PART

WHEREAS the City is constructing a fully functional demonstration wetland as part of the waterfront walkway along the St. Mary's River herein after called the "Project"; and

WHEREAS the City and Brookfield recognize the important role that wetlands play in providing habitat for waterfowl, fish and amphibian species; and

WHEREAS Brookfield is committed to environmentally sustainable projects and wishes to make a financial contribution towards the Project;

NOW THEREFORE in consideration of the mutual covenants contained herein the Parties hereto agree as follows:

1. Brookfield agrees to provide to the City, a one time lump sum payment of \$144,000.00 on or before April 1st, 2007.
2. The City agrees to use the said Brookfield donation toward the Project.
3. The City agrees to erect appropriate signage during the construction phase of the Project recognizing Brookfield's support of environmentally sustainable projects including the Project under construction.

4. Upon completion of the Project the City agrees to erect a permanent plaque at the Project site recognizing Brookfield's contribution to the Project.
5. The City shall invite representatives from Brookfield along with officials from relevant Government Ministries and Departments to the official opening of the Project.
6. This contract shall not be assigned.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this
30th day of April , 2007.

SIGNED, SEALED and DELIVERED
in the presence of

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

~~MAYOR XX JOHN ROWSWELL~~
ACTING MAYOR - SUSAN MYERS

~~CLERK XX DONNA P. IRVING~~
DEPUTY CLERK - MALCOLM WHITE

**THE BROOKFIELD POWER
CORPORATION**

GENERAL MANAGER, SAULT HYDRO –
VIGGO LUNDCHILD

GENERAL MANAGER, ONTARIO SYSTEM
CONTROL – TRACEY BRASON

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-83

AGREEMENTS: (E.3.4) A by-law to authorize an agreement with the City and Mid-Canada Construction Corporation for the reconstruction of MacDonald Avenue (Pine Street to Lake Street)

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 30th day of April, 2007 and made between the City and Mid-Canada Construction Corporation for reconstruction of MacDonald Avenue (Pine Street to Lake Street) from May 7, 2007 to October 30, 2007. (Contract 2007-1E).

2. **SCHEDULE "A"**

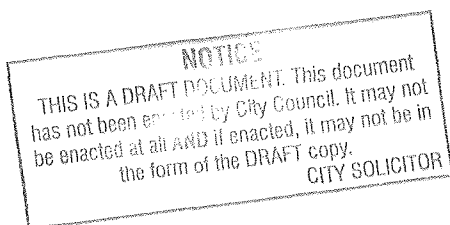
Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS



DEPUTY CITY CLERK – MALCOLM WHITE

10(f)

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2007-1E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 30th day of April in the year 2007 by and between Mid-Canada Construction Corp. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**RECONSTRUCTION OF MacDONALD AVENUE
PINE STREET TO LAKE STREET**

CONTRACT 2007-1E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

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

THE CONTRACTOR: Mid-Canada Construction Corp.
815 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

THE CONSULTANT: STEM Engineering Group Incorporated
8 Queen Street East
Sault Ste. Marie, ON P6A 1Y3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - JOHN ROWSWELL

(seal)

CITY CLERK - DONNA P. IRVING

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-85

AGREEMENT: (S.4.1) a by-law to authorize an agreement between the City and Government of Canada.

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

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement between the City and the Government of Canada as represented by the Department of Human Resources and Social Development Housing and Homelessness Branch, Homeless Individuals and Families System Initiative.

SCHEDULE "A"

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

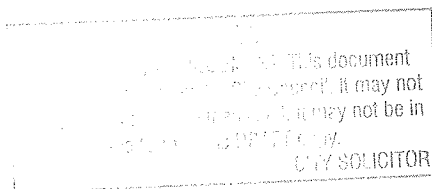
3. EFFECTIVE DATE

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

Read THREE times and PASSED the 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE



AGREEMENT

THIS AGREEMENT MADE THIS day of April , 2007

BETWEEN:

**Government of Canada as represented by the Department of Human Resources
and Social Development,
Housing and Homelessness Branch, Homeless Individuals and Families System
Initiative**

(hereinafter referred to as "the Government of Canada")

AND:

Corporation of the City of Sault Ste. Marie-Social Services Department

(hereinafter referred to as the "City")

Together being "the Parties"

WITNESSES THAT:

WHEREAS the Government of Canada (GOC) and the City have agreed to partner to implement the Homeless Individuals and Families Information System (HIFIS) Initiative in collaboration with shelter providers and service providers;

AND WHEREAS the purpose of the HIFIS Initiative is to assist shelter and service providers with daily operations such as booking in clients, maintaining bed lists and producing billing reports, community statistical reports;

AND WHEREAS in addition to these functions, by creating a national data collection and management software system, communities and service providers across Canada are able to compare data on the nature of homelessness in their communities over time, thereby providing information to assist researchers at various levels of government for the purpose of policy and planning development;

AND WHEREAS the City will increase the sustainability of community level services and improve collection, use and sharing of shelter and service provider information and data;

AND WHEREAS the City has agreed to perform the services described in Schedule A and Parties agree to abide by the Data Sharing Protocol in Schedule C;

AND WHEREAS the GOC retains all the rights and responsibilities for the development and improvements of the HIFIS software and for the technical properties of the HIFIS data collection system, and as such as full ownership of the HIFIS system, and shared ownership of the aggregated data;

NOW THEREFORE IN CONSIDERATION of the foregoing and the mutual covenants expressed in this Agreement, and other good and valuable consideration, the Parties hereby agree as follows:

1. INTERPRETATION

a. In this Agreement and all Schedules forming part thereof, the following terms have the following respective meanings:

- **"Fiscal Year"** means April 1 to March 31.
- **"HIFIS"** stands for the Homeless Individuals and Families Information System. It is an electronic data management tool developed by the Government of Canada to assist shelter service providers with daily operations such as booking in clients, maintaining bed lists and producing billing reports.
- **"workplan"** means a plan, set out in a table form, which lists the major activities to be undertaken by the City in planning and initiating the services described in this Agreement. The workplan shall be updated regularly, as part of the update report. The workplan should include the following:
 - the name or title of the individual (s) in the City's organization who will be responsible for each activity;
 - the estimated time by which the activity shall be completed;
 - the description of the progress of each activity to date, in addition to comments that clarify the progress.
- **"update report"** means a report that provides an update on the following. These reports will be updated on a regular basis:
 - the actual eligible expenses incurred during the time period addressed by the update report;
 - an update on the status of the implementation of the HIFIS in the City, including but not limited to, data on the progress indicators.
- **"final report"** means a brief report of the progress made during the year in implementing HIFIS in the community. The City will submit a final report; challenges and status of the implementation of HIFIS.
- **"shelter list template"** means an updated list of shelters and HIFIS related information on the implementation of the HIFIS Initiative.
- **"HIFIS Community Coordinator"** refers to the individual (s) who is recognized as being the point person for managing the coordination, training and data analysis of HIFIS and HIFIS Data Sharing Protocol; and is recognized in this role by shelter service provider community and the HRSDC.
- *NOTE: The Sault Ste. Marie Innovation Centre will be contracted to provide the HIFIS Community Trainer/HIFIS Data Analyst.*

- **“Data Sharing Protocol”** is intended to facilitate and govern the collection and exchange of HIFIS data in such a manner as to protect the privacy and dignity of consumers of shelter service providers in Canada.

b. The following schedules form part of this Agreement:

Schedule A: Work Description and Estimated Timeline

Schedule B: Forecast Payment Schedule

Schedule C: Data Sharing Protocol

and the Parties agree that unless the context clearly indicates otherwise, all references in this Agreement to “this Agreement” will be deemed to include said Agreement and Schedules.

2. PURPOSE

The purpose of this Agreement is for the City to:

- Offer the services described in Schedule A and Schedule B;
- Provide a final description of the roles and responsibilities of the HIFIS Community Coordinator to GOC;
- Submit a workplan, update report, final report and a shelter list; and
- Respect the Data Sharing Protocol attached as Schedule C.

3. DURATION

This Agreement will come into effect on the date it is signed by both parties and will end on March 31, 2008.

4. SERVICES

- The City shall perform the services set out in Schedule A;
- The Data Sharing Protocol in Schedule C shall survive the termination of this Agreement.
- The City may conduct a self-evaluation of the funded project described in Schedule A, in accordance with the final report, subject to any changes to Schedule A or subsequently negotiated between the GOC and the City.
- The City may have to work with the GOC in the performance of any evaluation of the services which the GOC may conduct, including but not limited to, providing information, materials, data or such other documents or information as may be required by the opinion of the GOC to conduct the evaluation.
- The City will submit workplan, update report, final report and shelter list with respect to the HIFIS Initiative services delivered as required by the GOC on a schedule determined by the Parties. In addition, the City may have to execute and deliver to the GOC such further documentation as may be necessary or as may be reasonably required by the GOC from time to time to give effect of this Agreement.
- For the duration of the Agreement and for a period of five years thereafter, the City will make its books, accounts and records available at all reasonable time for

inspection and audit by representatives of the GOC to ensure compliance with the terms and conditions of the Agreement and to verify expenses claimed by the City. The City will permit copies and extracts to be taken from such books and records and will furnish the GOC with such additional information as it may require with reference to such books and records.

- g. The GOC or persons authorized by the GOC will have the right, at all reasonable time, to inspect or otherwise review the HIFIS services performed or being performed and the premises where they are being performed.

5. PRICE

- a. As agreed in this Agreement, GOC will pay a maximum of \$38,500 over the Term of the Agreement to The City to cover the cost of services provided.
- b. Payment claims (as per Schedule A) will be sent to GOC at the following address:

Department of Human Resources and Social Development
Housing and Homelessness Branch
Place du Portage, Phase II
165 Hôtel de Ville, 7th floor
Gatineau, Quebec
K1A 0J2

Attn: Josée Letang
(819) 934-5362
josee.letang@hrsdc-rhdcc.gc.ca

6. NOTICE

Notice to be given will, save as otherwise specifically provided, be in writing addressed to the party for whom it is intended and shall not be deemed received until actual receipt by the other party except if sent by telephone facsimile, in which case it shall be deemed on the business day next following the date of transmission. The mailing and telephone facsimile address of the parties shall be at their normal place of business.

a. The City :

Dree Pauzé, Community Coordinator
Social Services Department
180 Brock Street
Sault Ste. Marie, ON P6A 3B7
Phone: (705) 759-5420
Fax: (705) 759-5212
Cell: (705) 542-3778
Email: d.pauze@cityssm.on.ca

b. The GOC:

Lina Asfour
HIFIS Manager/Gestionnaire de SISA
Housing and Homelessness Branch
Human Resources and Social Development Canada
165 Hôtel de Ville Street, 7th Floor
Place du Portage, Phase II
Gatineau, Quebec
K1A 0J2

7. GENERAL PROVISIONS

- a. This Agreement will be governed and construed in accordance with the laws of the Province of [Ontario
- b. This Agreement will be binding on the GOC, the City and their respective successors and assigns, except that neither of the parties to this Agreement will assign any of these rights or obligations with respect to this Agreement without the prior written consent of the other party.
- c. This Agreement, including its attached Schedules, constitutes the entire Agreement between the parties and supersedes any prior agreements or undertakings, written or verbal, in respect of it, except the following Agreement.
- d. The invalidity or unenforceability of any provision of this Agreement or any of its covenants shall not affect the validity or enforceability of any other of its provisions or covenants and any such invalid or unenforceable provision or covenant shall be deemed to be severable.
- e. This Agreement shall not be amended except by a written instrument duly signed by the authorized representatives of both Parties.
- f. The GOC may terminate this Agreement prior to the end of the Term in the event of the refusal, inability or failure of the City to perform any material obligation under this

Agreement. Such termination shall be made upon 30 Days' prior notice specifying the breach and upon the failure of the City to cure the breach within that time.

- g. In the event of termination of this Agreement, the Parties shall continue to perform all of their obligations under this Agreement up to and including the date of termination.
- h. In the event of termination of this Agreement, the City shall, within 30 Days of the termination, repay to the GOC any overpayment as established by the GOC.
- i. It is understood that all information related to this Agreement is subject to, but not limited to the *Privacy Act* R.S. 1985 c. P-21 and the *Access to Information Act* R.S. 1985 c. A-1. and the Municipal Freedom of Information and Protection of Privacy Act.
- j. The City shall ensure that at all times the confidentiality and privacy of the data collected is protected. Such an obligation shall survive the termination of the Agreement and shall be in force for as long as the City exercise control on the data.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their properly authorized officers.

HUMAN RESOURCES AND SOCIAL DEVELOPMENT

I have authority to bind the GOC

Jeff Bullard

Director, Strategic Research, Analysis and HIFIS Development
Housing and Homelessness Branch

Date: _____

Corporation of the City of Sault Ste. Marie

I have authority to bind the Corporation of the City of Sault Ste. Marie

~~Mayor John Rowsell~~

SUSAN MYERS
ACTING MAYOR

Date: _____

~~Deputy City Clerk~~

MALCOLM WHITE
DEPUTY CITY CLERK

Date: _____

SCHEDULE "A"
WORK DESCRIPTION and ESTIMATED TIMELINE

1. WORK DESCRIPTION

The City shall use the funding which is subject of this Agreement to do the following:

Begin the work of implementing HIFIS in the shelters and service providers of Sault Ste Marie.

- Contract with Sault Ste. Marie Innovation Centre for the position of HIFIS Community Trainer/ HIFIS Data Analyst-**BY THE END OF APRIL 2007.**
- The HIFIS working Committee (Social Services Dept of the City of Sault Ste. Marie, Sault Ste. Marie Innovation Centre, Community Quality Improvement and United Way) will work together to develop the work plan and timelines(as per Table I and II)-**BY THE END OF MAY 2007**
- Implement HIFIS in the shelters and service providers previously identified-**BY MARCH 2008**
- Identify additional sites for HIFIS implementation-**BY MARCH 2008**

2. OUTPUTS AND SHORT TERM OUTCOMES

Table I displays the measurable deliverables and short term outcomes expected by GOC of the City during the terms of this Agreement.

TABLE I

OUTPUTS (measurable deliverables)	SHORT TERM OUTCOMES
Partnership agreement signed between the Community Entity and Sault Ste. Marie Innovation Centre for HIFIS Community Trainer and Data Analyst	Formalized Community Partner
Identify key HIFIS communities for HIFIS rollout	Implementation of HIFIS in Sault Ste. Marie
Organize and facilitate meetings of the HIFIS Working Group to develop: • Terms of Reference • Data Requirements (who presently has what) • Federal Requirements • Provincial Requirements • Municipal requirements	• Record of monthly meetings-more often if required • Completion of Terms of Reference • Completion of Data, Federal, Provincial and Municipal requirements • Understanding who needs what
The Data Analyst/Community Trainer will determine the hardware/software needs of the respective agencies.	Ensure computer hardware can support HIFIS

Develop and maintain Data Dictionary	Common understanding of definitions
Identify shelter/service provider data requirements	Develop required reports based on agency and funders need
Sign Data Sharing Protocol with participating HIFIS users in the community to be forwarded to GOC, including legal review	Prior to signing Data Sharing Protocol, have City of Sault Ste. Marie's Legal Dept review
Coordinate on-site technical assistance in consultation with the HIFIS Support Desk: data conversion strategy, program, checklist, testing, certification ; review data and conduct data integrity checks at each shelter and service provider	• Contact Information provided to each shelter and service provider for support and assistance; • Ensure data integrity
Develop a toolkit for: Program Staff and Shelter/Service Provider Staff	Completion and common understanding of required documentation.
Develop Training plan: Establish training team • Identify training requirements • Identify training materials • Develop/review materials • Evaluate HIFIS training sessions, compile results and take follow-up action in consultation with the National HIFIS Team Develop Toolkit	Training plan and schedule complete
Complete monthly exports to the City from each shelter with confidence in data integrity	Concise data received monthly; share with Mayor and Members of Council and District of Sault Ste. Marie Social Services Administration Board annually and community at large
Complete 2 exports to GOC at six months and at the end of the Agreement.	Clearer picture of homelessness demographics in Sault Ste. Marie
Report to GOC including, workplan, update report, community shelter list, data exports, final report, DSP and Training Record Form	• Submit workplan within two months after the contract is signed • Submit update report in six months of the contract • Submit Community Shelter List within six months and at the end of the contract • Submit final report at the end of the contract • Submit training record forms throughout the life of the project and at the end of the project.
Serve as a liaison and maintain regular communication with HIFIS users, community stakeholders and National HIFIS Team	• Community Coordination • Ongoing communication-identify areas of concern, what works well, what doesn't work
Provide information products (e.g. HIFIS Bulletin) to the communities that are developed by the GOC	• Central distribution of HIFIS bulletin in the community of Sault Ste. Marie
Identify and communicate community needs to GOC (e.g. equipment, training, software requirements, technical support, report requests, data conversion etc...)	Ongoing communication-identify areas of concern and needs of the community

Attend National Community Coordinator Advisory Group meetings and/or conference calls and provide input to best practices	Sharing of best practices, opportunity for networking, and identify opportunities for improvement
5 sites are already committed to implementing HIFIS	HIFIS implemented in five locations

3. TOTAL AMOUNT

The GOC will pay the City the eligible expenses incurred under this Agreement up to the maximum amount stated in section of the Agreement for the services performed during the term of this Agreement. The breakdown of the eligible expenses for this Agreement are listed and described under Schedule B of this Agreement.

4. PAYMENT SCHEDULE, CONDITIONS AND DOCUMENTATION REQUIREMENTS

- All expenses claimed should be in accordance with Table II.
- GOC will not make any payments unless the specified conditions under the heading "Description of Milestone" in Table II have occurred to the satisfaction of the GOC.
- Amounts not spent in one claim period may only be carried forward to other periods with the previous written authorization of the GOC, in its sole discretion.
- Any changes to apportionment of the funds as set out in Schedule B, Table III must be agreed to in writing by both parties.
- If the actual costs of the services exceed the contracted amount, the excess costs must be borne by the City. The City cannot submit a claim for any amounts exceeding the maximum total amount set in Schedule B.
- The City will submit payment claims to the GOC based on the milestones table (Table II shown above) and provide sufficient details of the services rendered.
- Payments under this Agreement which are subsequently disallowed will be paid back to the GOC. Until these funds are paid, they will be considered debts due to the GOC.

TABLE II

DATE	DESCRIPTION OF MILESTONE	SCHEDULE (End Date)	AMOUNT
Year 2007			
1	A workplan submitted and approved	June 2007	
	GOC forwards first payment to the City, in the amount shown at the right		12,833
2	Community Shelter List Template	June 2007	
3	Update report that provides an update on the actual eligible expenses and the status of the implementation of the HIFIS	October 2007	
4	Data Exports sent to the GOC Update Shelter List	October 2007	

10(g)

	GOC forwards second payment to the City, in the amount shown at the right		\$12,833
Year 2008			
5	Signed Data Sharing Protocols ongoing and updated throughout the life of the contract, submitted to the GOC.	June 2007 – March 28, 2008	
6	Training Record Form to keep track of training provided for shelter and/or service providers; ongoing throughout the life of the project, submitted to the GOC	June 2007 – March 28, 2008	
7	Final report and data exports submitted to the GOC	March 28, 2008	
	GOC forwards third and final payment to the City, in the amount shown at the right.		\$12,834
Total	Maximum Funding Amount until March 31, 2008		\$38,500

SCHEDULE "B"

TABLE III

FORECAST PAYMENT SCHEDULE

BUDGET	
Categories of Costs	Total Amount
Employee wages	\$35,000
Travel	\$
Other costs – provide details (Administrative overhead, office suite rental)	\$3,500
	\$
TOTAL COST	\$38,500

DETAILS OF THE WAGE-RELATED COSTS (administrative staff and other project employees)						
Title of the Position		Number of weeks	Weekly Rate	Total	Mandatory employer costs	Employee benefits
1	HIFIS Community Trainer/Data Analyst	50	\$700.00	\$35,000	\$	\$
2			\$	\$	\$	\$
3			\$	\$	\$	\$
4			\$	\$	\$	\$
5			\$	\$	\$	\$

Please use the budget template provided.

All expenses, fees, disbursements, and applicable taxes must be included in the budget.

SCHEDULE C

DATA SHARING PROTOCOL BETWEEN

The City

AND

**Government of Canada, Department of Human Resources and Social
Development, Housing and Homelessness Branch, Homeless Individuals and
Families Information System (HIFIS) Initiative**

(hereinafter referred to as the “the Government of Canada”)

1. This Protocol including:

- a. HIFIS Data Export Files; and
- b. Community Shelter List

Constitutes the entire protocol agreement between the Government of Canada (GOC) and the City with respect to the subject matter contained herein and supersedes all prior oral or written representations and agreements.

2. Definitions

In this Protocol:

- a. “HIFIS National Coordinator” refers to the representative working for the GOC, Human Resources and Social Development Canada, Housing and Homelessness Branch, who is responsible to:
 - 1.1. implement and maintain a secure data storage systems; and
 - 1.2. develop and introduce changes to the HIFIS software and inform the community in general of update schedules.
- b. “HIFIS Community Coordinator” refers to a City representative appointed by the City and recognized by the federal government to:
 - 1.1. be responsible for the coordination, implementation, ongoing operations of HIFIS; and
 - 1.2. be responsible for all reporting to the federal government relating to HIFIS.
- c. “Service Provider” refers to an organization providing shelter services to homeless individuals and families.
- d. “Parties” means GOC and City.

3. Purpose

The purpose of this Protocol is to: a) define the nature and format of the HIFIS data that will be collected and shared; b) set parameters around how and when data will be

collected and by whom; c) clarify issues of data ownership; and d) determine steps to ensure that client privacy will be protected.

4. Scope

This Protocol is intended to facilitate and govern the collection and exchange of HIFIS data in such a manner as to protect the privacy and dignity of consumers of the emergency shelter providers/service providers in the City of Sault Ste. Marie.

5. Guiding Principles

1. This Protocol may be amended by the written agreement of the Parties herein.
2. The Parties undertake to give one another written notice of any changes in legislation, regulations or policies respecting those Parties and programs that likely to affect this Protocol.
3. Only the HIFIS Export Data Files, which do not include client-identifying information, will be transferred in an electronic format from the Service Provider, to the HIFIS Community Coordinator, and then to the HIFIS National Coordinator. Similarly, third party requests of shelter data must go through HIFIS Community Coordinator (s) to protect the privacy and confidentiality of the shelter(s).
4. The Parties understand that a breach of confidentiality may include a termination of this and future transactions.
5. This Protocol and all parties to the Protocol must adhere to all current and future municipal, provincial and federal legislation relating to the collection, storage and sharing of private information.

6. Identification of Key Data Elements

Two types of key data elements can be collected and exported in the HIFIS software, identifying and non-identifying data. The first type consists of identifying data that are specific to a particular shelter client, such as "name." The second type is non-identifying data, which are data that on their own cannot identify any particular client, such as "immediate reason for service." When non-identifying data for multiple individuals is collected into a grouping, it is considered "aggregate data". Only aggregated, non-identifying data shall be exported from the HIFIS software.

7. Data Collection Requirements

1. The Service Provider determines what HIFIS data must be collected specifically for the purpose of operating the emergency shelter is the decision of the Service Provider.
2. The HIFIS Community Coordinator requires that Service Providers collect non-identifying data for the purposes of reporting to provincial and federal funding bodies, and for broader community planning and development.
3. The GOC, via the HIFIS National Coordinator, requires that the HIFIS Community Coordinator collect non-identifying data from Service Providers for the purposes of producing statistical reports and conducting longitudinal research studies about the nature of homelessness in Canada. Researchers, policy makers at various levels of government, as well as service agencies, will use these studies. This data will be captured in the HIFIS Data Export Files.

8. Data Collection Process

1. Each individual Service Provider will be responsible for ensuring that data collection is complete and thorough.
2. The HIFIS Community Coordinator will work with individual Service Providers to ensure that data collection is complete and thorough.
3. The data will be collected by the HIFIS Community Coordinator from the Service Providers through the HIFIS Data Exports.
4. Data collection from the individual Service Providers is the responsibility of the HIFIS Community Coordinator as stipulated in the data sharing protocols between the HIFIS Community Coordinator and each Service Provider.
5. The GOC or persons authorized by the GOC have the right, at all reasonable times, to review the data sharing protocols between the HIFIS Community Coordinator and each Service Provider.

9. Data Verification and Cleaning

1. Each Service Provider will be responsible for ensuring that data verification and cleaning occurs with all HIFIS data.
2. The HIFIS Community Coordinator shall be responsible for monitoring that the required HIFIS data verification and cleaning is performed regularly in order to ensure that the data received by GOC is accurate and of high integrity.

10. Data Ownership

1. The individual Service Provider responsible for providing direct service to the client is considered to have primary ownership over the HIFIS data collected.
2. All raw data forms and all electronic data that specifies the identity of individuals or families are the specific property of the Service Provider.
3. All data collected by the Service Provider shall be retained by the Service Provider for minimum of one year from the day the data is last used.
4. The HIFIS Community Coordinator is given "shared ownership" of the HIFIS Data Export Files of non-identifying HIFIS data.
 - a. Shared ownership stipulates that the HIFIS Community Coordinator has the authority to aggregate the data submitted from all Service Providers.
 - b. Shared ownership stipulates that the HIFIS Community Coordinator, can aggregate, analyze and report on non-identifying HIFIS data to the GOC, provincial bodies and other relevant stakeholders.
 - c. All data collected by the HIFIS Community Coordinator shall be retained for a minimum of one year from the day the data is last used.
 - d. The GOC has mandated that the HIFIS Community Coordinator is the single point-of-contact for interactions with the HIFIS National Coordinator with regards to all HIFIS matters.
5. The GOC is mandated with the following:
 - a. The national role of developing government policies, supports and services relating to homeless individuals and families.
 - b. The leadership role in the ongoing implementation, development and support of the HIFIS initiative; therefore, has the authority to access aggregated HIFIS Export Data necessary in order to fully realize this mandate and role.

- c. Retains all rights and responsibilities for the development and improvement of HIFIS and for the technical properties of the HIFIS data collection software. The GOC has full ownership of the HIFIS system, and shared ownership of the aggregated data.

11. Data Confidentiality

1. This section outlines the responsibilities of HIFIS National Coordinator, HIFIS Community Coordinators and Service Providers in maintaining the confidentiality and security of the HIFIS Export Data.

Note: The Export function in the HIFIS software strips the Client First and Last Name fields from the exported information and replaces these fields with a non-identifying Unique Record Identifier number.

- a. This Protocol is intended to facilitate and govern the collection of any exchange of HIFIS data in such a manner as to protect the privacy and dignity of consumers and Service Providers.
- b. The Service Provider will keep all collected, identifying HIFIS data confidential at all times.
- c. All Service Providers must adhere to municipal, provincial and federal legislation relating to the collection, storage and sharing of identifying client data.
- d. Client identifying HIFIS data will only be submitted to the HIFIS Community Coordinator or other third party with the expressed written permission of the client, and for a clearly state purpose. The client must sign appropriate consent forms.
- e. Any and all identifying HIFIS data will be encrypted by the Service Provider prior to its electronic transfer from the Service Provider, in which it was collected, to the HIFIS Community Coordinator.
- f. The sharing of non-identifying or aggregate data does not require the permission of individual clients.
- g. The responsibility for notifying clients of the sharing of their personal information rests with the Service Provider.
- h. Service Providers shall be responsible for responding to requests for access to personal information made by clients.
- i. All HIFIS data elements that can be used to identify a specific individual client will be excluded from the HIFIS Data Export Files exported from the Service Provider to the HIFIS Community Coordinator to the GOC.
- j. All HIFIS data in written and electronic form will be stored in a secure location in each Service Provider organization. Back-up copies of electronic data will be made monthly by the Service Provider and stored in a separate, secure location.
- k. The HIFIS Community Coordinator and the HIFIS National Coordinator must adhere to all municipal, provincial and federal legislation relating to the collection, storage and sharing of non-identifying client data.
- l. The HIFIS National Coordinator is to be notified immediately of an actual breach of confidentiality or a situation, which could potentially result in such a breach.
- m. The HIFIS Community Coordinator is responsible for the secure storage of all HIFIS Export Data collected from Service Providers. The HIFIS Community Coordinator shall ensure that the data is backed up monthly and stored in a secure location.

- n. The HIFIS National Coordinator will ensure that all HIFIS data that is received from the HIFIS Community Coordinator is backed up and stored in a secure location.
- o. Any personal information banks created as a result of this Protocol agreement shall be maintained and reported in compliance with applicable privacy legislation.
- p. The HIFIS National Coordinator agrees not to divulge, publish, or otherwise make known to unauthorized persons or to publish any information obtained in the course of this transaction that could identify individuals or individual shelters.
- q. Neither the HIFIS Community Coordinator nor the HIFIS National Coordinator shall read information and records concerning HIFIS Service Providers, or any other confidential documents, nor ask questions of Service Providers for their own personal information but only to the extent and for the purpose of performing the assigned work duties.

12. Data Submission, Aggregation and Reporting

- 1. Each Service Provider will export the HIFIS Export Data Files to the HIFIS Community Coordinator.
- 2. The HIFIS Export Data Files will be exported in an electronic format or delivered to the HIFIS Community Coordinator or a computer diskette.
- 3. The HIFIS Community Coordinator shall aggregate all non-identifying HIFIS Export Data received from Service Providers.
- 4. The HIFIS Community Coordinator is responsible for each Service Provider will be responsible for ensuring that all exportation or transmission of data occurs in a timely manner.
- 5. The HIFIS Community Coordinator shall aggregate all non-identifying data received from the Service Provider.
- 6. The HIFIS Community Coordinator shall ensure that only non-identifying HIFIS Data Export fields are aggregated and sent to the GOC.
- 7. Reporting at the community level will be the sole responsibility of the HIFIS Community Coordinator.
- 8. The GOC requires that the HIFIS Community Coordinator, submit the aggregated HIFIS Export Data Files to the HIFIS National Coordinator on a quarterly basis.
- 9. The GOC, through the HIFIS National Coordinator, shall be responsible for all reporting of aggregated data on a national level for the purposes of research, policy formation, and planning.

13. Requests for Access to Data

- 1. Release of Data to External Parties
 - a. Requests for the release of aggregated non-identifying HIFIS data made by any party external to this Protocol for research or media purposes shall be submitted in writing to the HIFIS Community Coordinator. The exact process by which requests for data will be handled will be defined by the HIFIS Community Coordinator in consultation with the Service Providers and the HIFIS National Coordinator within three months of the execution of the Protocol.
 - b. The HIFIS Community Coordinator shall be responsible for maintaining a list of all requests for HIFIS data.
- 2. Criteria for Release of Data

- a. A set of criteria to be used to determine approval for the release of aggregated HIFIS data shall be developed by the HIFIS Community Coordinator in consultation with the Service Providers and the HIFIS National Coordinator within three months of the execution of the Protocol.

14. Agreement

1. UNDERTAKING

Organizations that are party to this Protocol agree to follow the principles and procedures detailed in the Protocol.

As such they undertake to:

- Implement procedures within their organizations to ensure confidentiality of client related information in line with applicable privacy legislation.
- Ensure that any personal information shared between the organizations shall be done so with the informed consent of the client.
- Ensure that staff adhere to the procedures and structures set out in this Protocol.
- Ensure the accuracy and the security of the information collected.
- Agree that any reviews and subsequent amendments to this Protocol shall be made in adherence to the Protocol.
- Agree to give one another written notice of any changes in legislation, regulations or policies respecting the organizations and programs that are likely to affect this Protocol.

HIFIS DATA EXPORT FILES

The following is a list of the fields included in the HIFIS Data Export Files. It is not necessary to enter client information for all of these fields; fields where data is not supplied will remain blank. If information is entered in these non-identifying fields, it will be included in the Data Export files.

Note: The HIFIS Data Export function in the HIFIS software strips the client's first and last name fields from the exported information and replaces these fields with a non-identifying Unique Record Identifier number. Client-identifying fields, such as name, SIN, and comments are not included in the HIFIS Data Export Files.

Shelter ID

Shelter Name

Bed Count

Overflow

Shelter Purpose

Client ID

Date of Birth

Gender

Book In Date

Book Out Date

COMMUNITY SHELTER/SERVICE PROVIDER LIST

This is a current list of shelters governed by this Protocol at the time of execution of the Agreement and is subject to change.

Community Shelter List -	
Shelter Name	Shelter Address
Algonquin Hotel	864 Queen Street East, Sault Ste. Marie, ON P6A 2B4
Pauline's Place Youth Shelter	267 Pim Street, Sault Ste. Marie, ON P6B 2T4
Vincent Place Men's Shelter	222 Albert Street East, Sault Ste. Marie, ON P6A 2J4
Total bed Capacity Men's Shelters	
24	Vincent Place Men's Shelter
Total bed Capacity Women's Shelter	
Total bed Capacity Mixed Shelters	
24	Algonquin Hotel
Total bed Capacity Aboriginal Shelters	

Total bed Capacity Youth Shelters	
Shelter Name	Street Address
8	Pauline's Place Youth Shelter
Service Providers	
Vincent Place Food Services	222 Albert Street East, Sault Ste. Marie, ON P6A 2J4
John Howard Society	27 King Street, Sault Ste. Marie, ON P6A 6K3
United Way-Community Assistance Trust	8 Albert Street East, Sault Ste. Marie, ON P6A 2H6

For the Government of Canada

Signature

Date

Print Name

For the City

Signature

Date

XXXXXXXXXXXXXXXXXXXX
Mayor John Rowsell
ACTING MAYOR SUSAN MYERS

Signature

Date

XXXXXXXXXXXXXXXXXXXX
Deanna Irving, City Clerk
DEPUTY CITY CLERK MALCOLM WHITE

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-86

AGREEMENTS: (E.3.4) A by-law to authorize an agreement with the City and Palmer Construction Group Inc. for the reconstruction of Shannon Road (Queen Street East to Margaret Street)

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 30th day of April, 2007 and made between the City and Palmer Construction Group Inc. for reconstruction of Shannon Road (Queen Street East to Margaret Street) from May 7, 2007 to October 30, 2007. (Contract 2007-2E)

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

READ THREE TIMES and **PASSED** in open Council this 30th day of April, 2007.

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

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

10(h)

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2007-2E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 30th day of April in the year 2007 by and between

Palmer Construction Group Inc. hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

SHANNON ROAD RECONSTRUCTION
Contract No. 2007-2E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:

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

The Contractor:

Palmer Construction Group Inc.
1121 Peoples Road
Sault Ste. Marie, ON
P6C 3W4

The Engineer:

Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

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IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – John Rowswell

(seal)

City Clerk - Donna P. Irving

PALMER CONSTRUCTION GROUP INC.

Signing Officer

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-88

AGREEMENT: (A.3.9.1) a by-law to authorize a customer agreement between Ontera and the City's Information Technology Department on behalf of the Cemetery Division.

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

1. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a customer agreement between Ontera and the City's Information Technology Department on behalf of the Cemetery Division.

2. SCHEDULE "A"

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

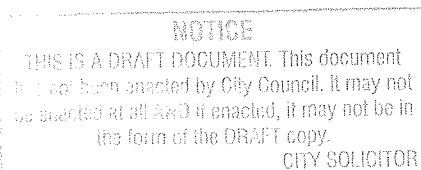
3. EFFECTIVE DATE

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

Read THREE times and PASSED in open Council this 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE



CUSTOMER AGREEMENT – NON-REGULATED / FORBORNE SERVICES

A. SOLUTION DETAILS

Customer Information		Ontera* Representative / Authorized Dealer	
Legal Name ("Customer"):	The Corporation of The City of Sault Ste. Marie	Name:	Marko Koskenoja
Contact Name:	Frank F. Coccimiglio	Title:	Account Manager
Title:	Manager, Information Technology (IT) Division	Phone:	(705) 759-6558
Billing Address:	99 Foster Drive	Fax:	(705) 759-9743
City/Province/Postal Code	Sault Ste Marie, ON P6A 5X6	Email:	marko.koskenoja@ontera.ca
Phone:	705-759-5303	ID:	21743
Email:	f.coccimiglio@cityssm.on.ca		

Solution Description and Charges

Service	See Sched	Service Address	Min. Term (Months)	QTY	One-Time Charges	Recurring Charges	
						Fixed (Monthly)	Variable
10 MEG TLS Data Circuit	G	Cemetery-27 Fourth Line	60	1	\$37800.00	\$425.00	NA
Totals:					\$37800.00	\$425.00	NA

Authorization

This Agreement is between Ontera and the Customer and consists of the section titled "SOLUTION DETAILS", the sections titled "GENERAL TERMS AND CONDITIONS" and "SERVICE TERMS AND CONDITIONS", and any documents and web pages referred to in any of these sections. If there is any conflict between these sections, the "SERVICE TERMS AND CONDITIONS" will take precedence. The Customer acknowledges that it has read and understands this Agreement, and that it includes limitations of liability. The Customer and Ontera agree to be bound by the terms and conditions in this Agreement. The "Authorized Customer Representative" by providing his/her/their signature's below, is confirming his/her/their authority to bind the corporation.

SUSAN MYERS	Date	Signature of Authorized Ontera Representative	Date
ACTING MAYOR			
Printed Name	Title	Printed Name	Title
MALCOLM WHITE	Date	Signature of Authorized Ontera Representative	Date
DEPUTY CITY CLERK			
Printed Name	Title	Printed Name	Title

B. GENERAL TERMS AND CONDITIONS

1. Services

Ontera* agrees to provide the Customer with the services specified in the Solution Details ("Services").

2. Term

This Agreement comes into effect when signed by both the Customer and Ontera. The Minimum Term for each Service is specified in the Solution Details and begins on the date all of those Services have been installed by Ontera. Unless otherwise specified in the Service Terms and Conditions, this Agreement, as it applies to each Service will automatically extend after the Minimum Term from month to month, on the same terms and conditions, except that after the Minimum Term for that Service either Ontera or the Customer may terminate this Agreement as it applies to that Service, and Ontera may change the charges or any other terms and conditions of this Agreement applicable to that Service, by giving 30 days advance notice to the other. This Agreement as it applies to each Service, remains in effect until the end of the Minimum Term, unless terminated earlier or extended.

3. Charges and Payment

Ontera will bill the Customer for, and the Customer shall pay, all charges specified in the Solution Details or elsewhere in this Agreement and all applicable taxes, assessments or government charges relating to the Services. Recurring charges will be billed monthly upon installation of any Services. Payment in full, without deduction or set off, of the amounts in each bill is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. The Customer shall pay interest on all overdue amounts at the rate shown on Ontera's billing statements from time to time.

4. Ontera Property Rights

Title to, ownership of, and all intellectual property rights in any facilities, equipment, software, systems, processes and documentation used to provide the Services ("Service Components") shall be and remain with Ontera or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

5. Customer's Responsibilities

The Customer shall comply with any restrictions on use of the Services in this Agreement, and with any use policies or instructions communicated to the Customer by Ontera and the Customer shall not:

- a) tamper with or change the Services or any Service Components;
- b) abuse the Services or use them in a manner that interferes with any Service Components, Ontera's network or the use of Ontera services by other persons, or in a manner that avoids the payment of any charges; or
- c) use the Services in violation of any law.

The Customer is responsible and shall indemnify Ontera for, and save Ontera harmless from and against, all charges, losses, costs, liabilities and damages ("Liabilities") of any kind whatsoever related to the use of the Services by the Customer or any person other than Ontera, including the manner in which the Services are used and the Customer's data, equipment and software (if any) used with the Services, but not including any Liabilities caused by Ontera's negligence.

The Customer is responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for use or used in conjunction with the Services.

6. Exclusion of Warranties

Ontera does not guarantee error-free or uninterrupted operation of the Services, and the Services are provided on an "as is" and "as available" basis. Ontera makes no warranties, representations, or conditions of any nature whatsoever, either express or implied, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded.

7. Limitation of Liability

Except for the obligations of indemnity in this Agreement, neither party (nor its suppliers or customers) shall be liable to the other party for any damages for loss of profits or business, loss or damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Services, even if the party could reasonably foresee or has been advised of the possibility of such damages.

The aggregate liability of Ontera and its Affiliates to the Customer relating to or arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the total charges paid by the Customer for the Services in question during the one-year period immediately preceding the event which gave rise to the claims.

8. Suspension and Termination

Ontera may restrict, suspend or terminate some or all of the Services or terminate this Agreement if the Customer fails to pay any amounts due under this Agreement, or if Ontera determines, in its sole discretion, that the Customer is an unacceptable credit risk, provided that Ontera gives 5 days advance notice to the Customer, and, despite any other provision in this Agreement, Ontera may immediately restrict, suspend or terminate some or all of the Services without notice to the Customer:

- a) to prevent damage or degradation to Ontera's network or any Service Components that may be caused by the Customer or any person using the Services;
- b) to comply with any law, regulation, court order or other governmental request or order;
- c) for a violation (as deemed by Ontera in its sole discretion) of any provisions of this Agreement relating to the use or misuse of the Services by the Customer, including any policies or instructions communicated to the Customer by Ontera; or
- d) to protect Ontera from legal liability or from other acts or omissions of the Customer that may be deemed, in Ontera's sole discretion, to be illegal.

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In addition to Ontera's rights above, either Ontera or the Customer may terminate this Agreement and the Services by giving notice to the other if the other:

- a) is in material default of any provision of this Agreement, and does not remedy that default within 30 days after receiving notice of the material default;
- b) becomes insolvent or bankrupt;
- c) appoints, or has appointed for it, a receiver or trustee in bankruptcy;
- d) makes an assignment or takes any other action for the benefit of its creditors;
- e) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for 30 days without being dismissed; or
- f) is wound up or dissolved.

The Customer may terminate some or all of the Services, or this Agreement, at any time by giving at least 30 days advance notice to Ontera, and provided that it pays the required termination charges.

If any Services, or this Agreement, are terminated prior to the end of the Minimum Term by either the Customer or Ontera, for any reason, the Customer shall pay Ontera all unpaid charges and, except for termination because of the material default of Ontera, the Customer shall also pay the termination charges specified in the Service Terms and Conditions, as liquidated damages. The Customer acknowledges that the termination charges are a preestimate of the damages suffered by Ontera as a result of the early termination of the Services, or this Agreement and are not a penalty.

9. Regulatory Compliance

No Bundling. Ontera and the Customer acknowledge and agree that: (a) the charges for, and availability of, the Services are in no way contingent or conditional on the Customer subscribing for the provision of any tariffed or tariffable service from Ontera or an Ontera Affiliate; and (b) non-forborne telecommunications services, and bundled services that include non-forborne telecommunications services, are required to be provided, and shall only be provided, in accordance with the tariffs approved by the Canadian Radio-television and Telecommunications Commission. **Tariffs Applicable to the Services** include the following: None. The Services are either non-regulated or forborne. **Customer Information.** In relation to all telecommunications services provided by O.N.Tel Inc. ("Ontera"), unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by Ontera regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Ontera to anyone other than: the Customer; a person who, in the reasonable judgement of Ontera is seeking the information as an agent of the Customer; another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; an agent retained by Ontera to evaluate the Customer's creditworthiness or collect the Customer's account, provided the information is required for and is to be used only for that purpose; or to a public authority or agent of a public authority, if in the reasonable judgement of Ontera it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by the Customer where the Customer provides written consent, oral confirmation verified by an independent third party, electronic confirmation through the use of a toll-free number, or electronic confirmation via the Internet. **Consent.** The Customer consents to the disclosure of and sharing by Ontera, its Affiliates and their agents of information that they have about the Customer in order to assess the Customer's creditworthiness and to market or provide products and services of Ontera, its Affiliates and third parties who provide products and services in association with Ontera and its Affiliates

10. Other

Interpretation. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". An "Affiliate" means an affiliated body corporate as defined in the Canada Business Corporations Act and, in the case of an Ontera Affiliate, means an affiliated body corporate (as so defined) of Ontera and any partnership or other unincorporated association in which Ontera or any of its affiliated bodies corporate has a controlling interest. **Ontera.** "Ontera" means each Ontera Affiliate that provides a Service. As it relates to each Service, this Agreement is deemed to be solely between the Customer and the Ontera Affiliate specified as the Service provider in the Service Terms and Conditions, with the Ontera representative having signed this Agreement on behalf of each such Ontera Affiliate. **Assignment.** The Customer shall not assign all or any part of this Agreement without the prior written consent of Ontera. Ontera may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing telecommunications or telecommunications-related products or services. Ontera may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to or consent of the Customer. **Relationship.** This Agreement does not create or imply any agency, partnership or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way. **Force Majeure.** Ontera is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond Ontera's reasonable control. **Severability.** If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement. **No Waiver.** The failure of the Customer or Ontera to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, shall not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative. **Survival.** Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement. **Law.** Ontera and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. The laws in effect in Ontario shall apply to this contract. The parties agree that jurisdiction and venue in the courts of Ontario is appropriate and the Customer agrees that it will bring legal proceedings only in Ontario. **Notices.** All notices necessary under this Agreement shall be given in writing, and either personally delivered, or sent by registered mail or facsimile to the Customer at its billing address in the Solution Details and to Ontera at 555 Oak Street East, North Bay, Ontario, P1B 8L3. Fax: 1-705-472-6765. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing. **Entire Agreement.** Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement are not binding on and are rejected by Ontera. This Agreement forms the entire Agreement

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between the parties, and supersedes all prior written and oral communications and Agreements between the parties, concerning the Services. All changes to this Agreement must be agreed to in writing and signed by both parties. This agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

G. SERVICE TERMS AND CONDITIONS: NETWORK SERVICES

1. Network Services

The Service Terms and Conditions in this sub-section apply to all Network Services specified in the Solution Details. The "Customer Site" is at the Service Address(es) specified in the Solution Details.

1.1 Customer Responsibilities

Ontera (or its authorized subcontractor) will install and maintain fibre patch panels, in-building cabling, wireless distribution equipment, switches, routers or other equipment required (the "Service Components") to provide Network Services to the legal boundary of the Customer Site. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit Ontera to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation (defined below), including the consent of the Customer's landlord or building owner. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Network Services installation or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Network Services, including any Service Components, in accordance with Ontera's reasonable instructions. The Customer is responsible for any additional installation costs incurred by Ontera as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of Ontera.

The Customer grants Ontera and its authorized subcontractors access to the Customer Site to install and maintain the Network Services and the Service Components. Ontera shall not be responsible for any delays, interruptions in the Network Services, damages or costs that may result if Ontera is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer Site, and is liable to Ontera for all loss or damage, other than ordinary wear and tear, to such Service Components.

1.2 Termination Charge

The termination charge payable by the Customer for termination of any Network Services prior to the end of the Minimum Term is calculated as follows:

- a) all of the total fixed monthly charges that would have been payable after the date of termination until the end of the Minimum Term (the "Total Remaining Charges") if the Network Service is terminated prior to the installation of the last Customer Site on the Solution Details for which the Network Service was to be installed; or
- b) all Total Remaining Charges if the Network Service is terminated during the first 12 months; or
- c) 75% percent of the Total Remaining Charges if the Network Service is terminated between the 13th to 24th month for contracts 24 months or longer in duration; or
- d) 50% percent of the Total Remaining Charges if the Network Service is terminated between the 25th to 36th month for contracts 36 months or longer in duration; or
- e) 25% percent of the Total Remaining Charges if the Network Service is terminated on or after the 37th month for contracts 48 months or longer in duration.

The Customer may adopt new technologies, pricing and services offered by Ontera during the Minimum Term, and if doing so results in the termination of any Network Services, the termination charge shall be waived, if: (a) the Customer adopts the new technologies, pricing or services for a period of time that is equal to or longer than the remainder of the Minimum Term; and, (b) the fixed monthly charges for the new technologies, pricing or services are equal to or greater than those payable for the terminated Network Services.

1.3 Relocation

The Network Services may be moved from the Customer Site to another location. To relocate the Network Services, the Customer must provide Ontera with 60 days notice in writing and pay the applicable installation charges. The contract Service Details will be updated with the new Customer Site information.

1.4 Changes

The Customer may make additions or changes to the Network Services through an additional Solution Details (Schedule A) section prepared by Ontera. Each additional Solution Details section must be signed by Ontera and the Customer before it is effective and when effective, will form part of this Agreement.

The Minimum Term and charges that will apply to any additional Network Services will be specified in the additional Solution Details section (Schedule A), and will begin on the date the additional Network Services have been installed by Ontera.

1.5 Restrictions and Service Limitation

The Customer shall comply with Ontera's Acceptable Use Policy, published at www.ontera.ca/aup ("AUP") and Ontera's IP addressing practices. Ontera may change the AUP at any time, in its sole discretion, and publishing the changed AUP at www.ontera.ca will be sufficient notice of the changes to the Customer. Ontera may change its IP addressing practices from time to time, in its sole discretion, without notice to the Customer.

Unless expressly permitted by Ontera, the Customer shall not resell the Network Services, or access to the Network Services, directly or indirectly to third parties. If Ontera permits such resale to or access by third parties, the Customer shall be responsible for all such third party use or access and shall indemnify Ontera against all damages, costs and legal fees incurred by Ontera from any claim arising from third party use of or access to the Network Services.

Ontera does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include an Ontera firewall implementation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-79

OFFICIAL PLAN AMENDMENT: A by-law to adopt
Amendment No. 122 the Official Plan.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 122 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – DONNA P. IRVING

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CITY SOLICITOR

**AMENDMENT NO. 122
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

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

LOCATION:

Part of Lots 1 & 2 on RCP H-714 located on the south side of Trunk Road, approximately 675m west of its intersection with Fournier Road. Civic No. 1275 Trunk Road.

BASIS:

This Amendment is necessary in view of the request to redevelop the existing Husky Truck Stop. The "Commercial" land use designation is required across the full frontage of the property, to a depth of 175m.

The proposal does not conform to the existing Rural Area policies as they relate the to the subject property.

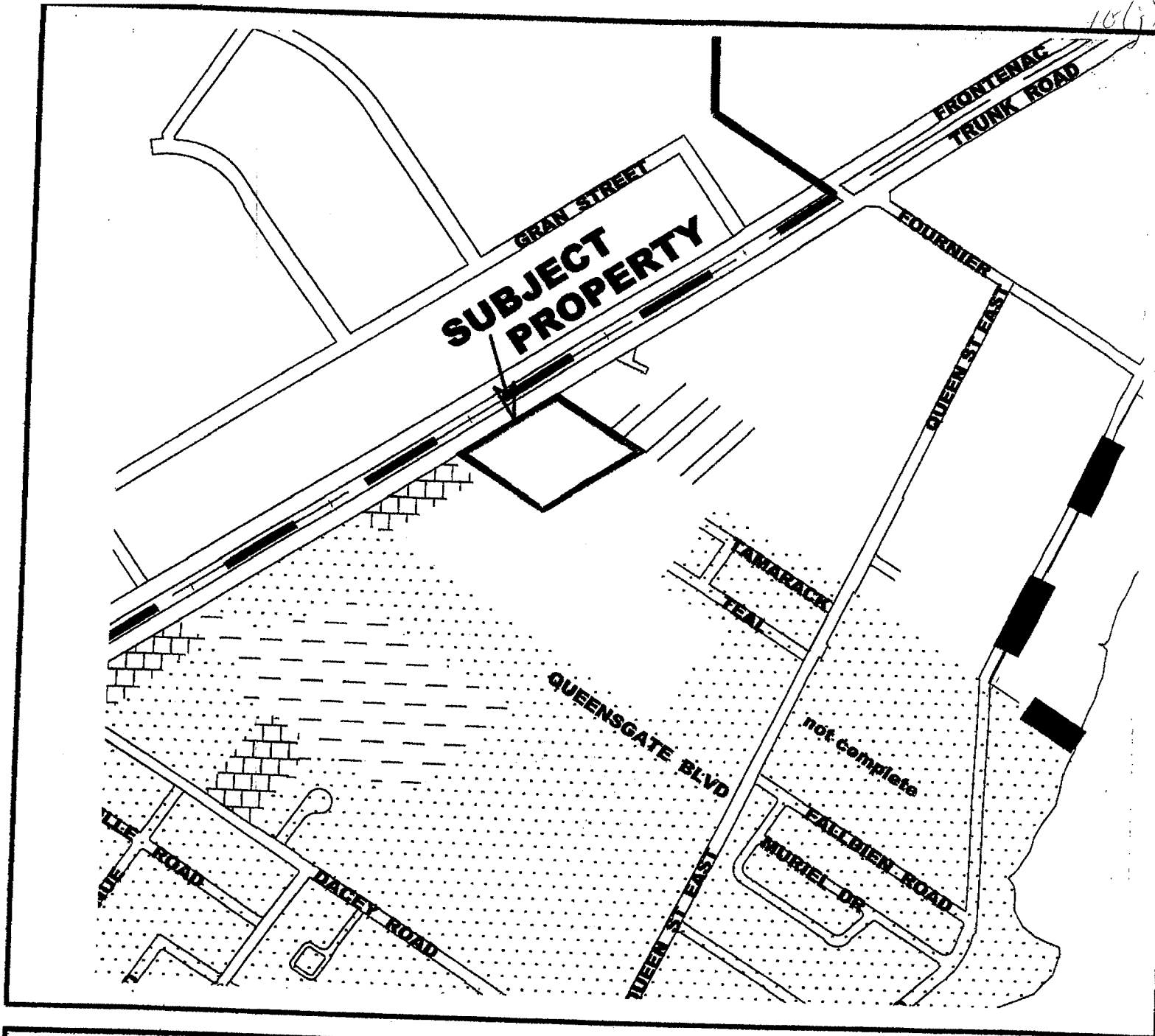
Council now considers it desirable to amend the Official Plan re-designating the subject property from "Rural Area" to "Commercial".

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

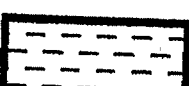
Schedule "C" to the City of Sault Ste. Marie Official Plan is hereby amended re-designating those lands shown on the attached schedule from "Rural Area" to "Commercial".

INTERPRETATION

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



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND

	RESIDENTIAL		INDUSTRIAL		PARKS RECREATIONAL
	COMMERCIAL		INSTITUTIONAL		RURAL AREA

SCHEDULE "A" to AMENDMENT No. 122

 'Rural Area' to 'Commercial'

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW NO. 2007-82

OFFICIAL PLAN AMENDMENT; A by-law to adopt
Amendment No. 123 the Official Plan.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows;

1. The Council hereby adopts Amendment No. 123 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

Read THREE TIMES and PASSED in open Council this 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

NOTICE THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy. CITY SOLICITOR
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**OFFICIAL PLAN AMENDMENT 123
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area designation.

LOCATION:

Southern Part of Section 28, Part 1, 1R-5991, located on the east side of Anderson Road, approximately 125m north of it's intersection with Second Line West. Civic No. 68 Anderson Road.

BASIS:

This Amendment is necessary in view of a request for a severance on the subject property to create one additional rural residential lot.

The proposal does not conform to the existing policies of the Official Plan as they relate to the Rural Area designation.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

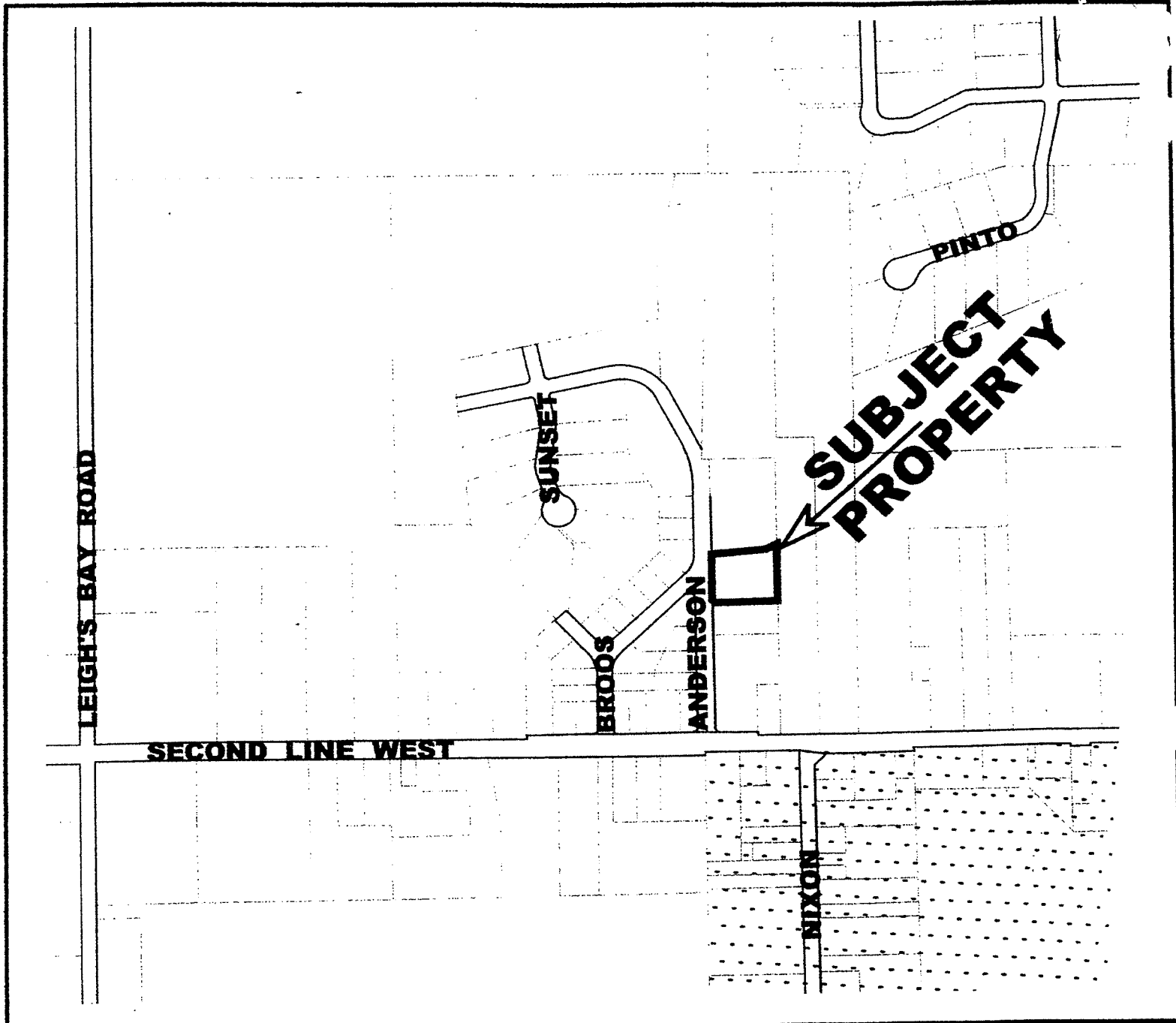
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions section:

"Special Exceptions"

80. Notwithstanding the Rural Area policies of the Official Plan, the property described as the southern Part of Section 28, Part 1, 1R-5991, located on the east side of Anderson Road, approximately 125m north of it's intersection with Second Line West, may be used for one additional rural residential lot.

INTERPRETATION

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



OFFICIAL PLAN SCHEDULE "C"
LAND USE LEGEND



RESIDENTIAL



INDUSTRIAL



PARKS
RECREATIONAL



COMMERCIAL



INSTITUTIONAL



RURAL AREA

SCHEDULE "A" to AMENDMENT No. 123



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-78

PROPERTY SALE (P.4.6.380) to authorize the sale of 60-66 Old Garden River Road (No. 4 Fire Hall)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 191 and 193 of the Municipal Act, R.S.O. 1990, c. M-45 and amendments thereto, ENACTS as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A"

3. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

THIS AGREEMENT made the 29th day of March, 2007.

B E T W E E N:

WALRUS LIMITED

(hereinafter referred to as the "Purchaser")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Vendor")

OF THE SECOND PART

1.0 OFFER TO PURCHASE

- 1.1** The Purchaser offers to purchase from the Vendor all of the Vendor's rights, title and interest in lands and premises situate at 60-66 Old Garden River Road (including specifically the existing north tower) described as Part of Section 32, Tarentorus as in Instrument Number T-15980, PIN 31514-0005(LT) (the "Real Property").

2.0 PURCHASE PRICE AND PAYMENT

- 2.1** The purchase price payable for the Real Property shall be the sum of TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) Canadian Funds (hereinafter called the "Purchase Price"), payable by the Purchaser to the Vendor as follows:
- (a) Purchaser submits herewith the sum of ONE THOUSAND DOLLARS (\$1,000.00) as a deposit by cheque made payable to the Vendor, in trust, and to be held by the said Vendor pending the completion or other termination of the Purchase Agreement and to be credited on account of the Purchase Price on closing;
 - (b) The balance of the Purchase Price, subject to the usual adjustments shall be paid by the Purchaser to the Vendor by certified cheque on closing.

3.0 GOODS AND SERVICES TAX

- 3.1** The Purchaser represents and warrants that on closing the Purchaser shall registered under the Excise Tax Act S.C. 1990, as amended, and shall pay and remit any applicable goods and services tax exigible in connection with this transaction (the "G.S.T."), on its own, during the Purchaser's next reporting period for G.S.T. purposes following the closing of this transaction. Accordingly, the only document that the Purchaser shall be obliged to provide the Vendor on closing in this regard shall be written confirmation of the G.S.T. registration number assigned to the Purchaser (issued by Revenue Canada, Customs, Excise and Taxation Branch), together with a statutory declaration sworn by an authorized signing officer of the Purchaser confirming that:
- (a) such registration has not been revoked;
 - (b) the Purchaser will, on closing, be the sole beneficial owner of the Real Property; and
 - (c) the Vendor is indemnified and saved harmless from and against any and all obligations for G.S.T., including interest and penalties.

- 3.2 The parties acknowledge that G.S.T. is in addition to, and not included in, the Purchase Price. In the event the Purchaser does not, on closing, provide the written confirmation and statutory declaration described in Section 3.1 hereof, the Purchaser shall pay and the Vendor shall collect and remit the G.S.T. that is exigible in connection with this transaction.

4.0 ACCEPTANCE

- 4.1 The Purchaser agrees that this Offer shall remain open for acceptance and shall be irrevocable by the Purchaser until 5:00 p.m. on the 17th day of April, 2007 after which time if not accepted by the Vendor this Offer shall be null and void and the deposit shall be refunded to the Purchaser without interest or deduction.

5.0 TITLE

- 5.1 The Purchaser shall be allowed until 5:00 p.m. on the 31st day of October, 2007 to examine at the Purchaser's own expense the title to the Real Property, and to satisfy itself that the title to the Real Property is good and free from all registered restrictions, liens, and encumbrances.
- 5.2 If within the time specified in Section 5.1 hereof any valid objection to title is made in writing to the Vendor or its solicitor which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and neither party shall be liable or responsible under this Agreement to the other for any costs, expenses or damages whatsoever.

6.0 CONDITION OF CLOSING

- 6.1 The completion of this Agreement by the Purchaser is conditional until October 31st, 2007 ("Condition Period") upon the Vendor verifying to the satisfaction of the Purchaser that all environmental hazards and contamination, if any, have been removed from the Real Property in compliance with Ministry Of Environmental Guidelines to accommodate uses permitted in C-4 (General Commercial) Zone.
- 6.2 In the event that the aforesaid condition has not been satisfied or waived by the Purchaser on or before the expiration of the Condition Period, then notwithstanding anything else contained in this Agreement to the contrary, this Agreement shall be automatically terminated and of no further force or effect, and the Vendor shall refund the deposit monies to the Purchaser and neither of the parties hereto shall thereafter be liable to the other for any costs or damages suffered or incurred as a result of this Agreement or the termination thereof pursuant to the foregoing provisions hereof.

7.0 DATE OF CLOSING

- 7.1 This Agreement shall be completed on the 30th day of November, 2007 (the "Closing Date") unless otherwise agreed to in writing by the parties hereto at which time vacant possession of the Real Property shall be delivered to the Purchaser.

8.0 RISK

- 8.1 All buildings and equipment on the Real Property shall be and remain at the risk of the Vendor and the Vendor will hold all policies of insurance proceeds thereof in trust for the parties hereto as their interest may appear. In the event of damage the Purchaser shall have the right to elect to either take such proceeds and complete the purchase or cancel the Agreement.

9.0 DOCUMENTS TO BE DELIVERED ON CLOSING

- 9.1** In addition to any other documents, matters or things required to be delivered to the Purchaser pursuant to the terms and provisions hereof, the Vendor covenants and agrees to deliver to the Purchaser, or to the Purchaser's solicitors, on or before closing, each of the following:
- (a) A Statutory Declaration duly sworn by an authorized signing officer of the Vendor confirming that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada);
 - (b) Deed/Transfer of Land containing statements contemplated by Section 50(22) of the Planning Act, R.S.O. 2000;
 - (c) Certificate of the Clerk for the Vendor verifying that the Vendor has complied with the Municipality's Procedural By-law for the disposition of surplus Municipal property; and
 - (d) Such other documents as may be reasonably necessary for the completion of this transaction.
- 9.2** On the Closing Date the Purchaser shall deliver to the Vendor or the Vendor's Solicitor the following:
- (a) the balance of the Purchase Price pursuant to Paragraph 2.1(b);
 - (b) such other documents as may be necessary for the completion of this transaction.

10.0 NOTICES

10.1 Any notices or documents required or desired to be given or delivered to either of the parties hereto shall be in writing, and shall be personally delivered by hand/courier or by telefax to the intended party or parties as follows:

TO THE PURCHASER: Walrus Limited
c/o 680 Great Northern Road
Sault Ste. Marie, Ontario
P6B 5A2

TO THE VENDOR: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

10.2 All notices and documents shall be delivered by hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the day that same has been so delivered or telefaxed, on the express understanding that any document or notice delivered or telefaxed after 5:00 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that if so

telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission otherwise same will be deemed not to have been properly or sufficiently telefaxed to the intended party.

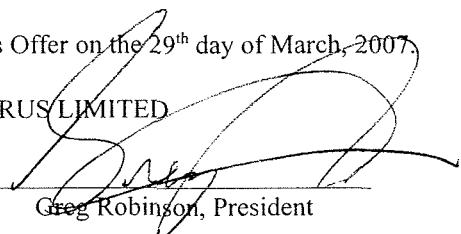
- 10.3 Either party hereto may, from time to time and by written notice delivered to the other party in the manner aforesaid, change the address or telefax number to which its notices are to be delivered or telefaxed, as the case may be.

11.0 INTERPRETATION

- 11.1 Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
- 11.2 Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the date for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank.
- 11.3 This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. The parties acknowledge that other than as herein set out there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied which induced either party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the Real Property or which is supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the content. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 11.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 11.5 This Agreement shall not be amended, altered or modified except by memorandum in writing signed by or on behalf of the parties hereto and any amendment, alteration or modification hereof shall be null and void and shall not be binding unless made and recorded as aforesaid.

IN WITNESS WHEREOF the Purchaser has executed this Offer on the 29th day of March, 2007.

WALRUS LIMITED

Per: 
Greg Robinson, President

I have authority to bind the Corporation .

IN WITNESS WHEREOF the Vendor has accepted this Offer this day of , 2007.

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Per: _____
Acting Mayor-Susan Myers

Per: _____
Deputy City Clerk-Malcolm White
I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007 - 66

TAXES: (T.1.4.) being a by-law to provide for the adoption of taxation transition ratios.

WHEREAS Section 308 of The Municipal Act, 2001, as amended provides that the Council of a local municipality shall pass a by-law to establish tax ratios for the 2007 Taxation Year.

Therefore the Council of the Corporation of the City of Sault Ste. Marie pursuant to the Municipal Act, as amended ENACTS as follows:

1. **TAXATION TRANSITION RATIOS**

The Municipal Taxation Transition Ratios set out below are hereby adopted:

Residential & Farm	1.000000
Multi-Residential	1.282900
Commercial - Occupied	1.673000
Commercial - Excess Land	1.171100
Shopping Centres	1.776000
Shopping - Excess Land	1.243200
Office Building	2.443500
Office Buildings - Excess Land	1.710450
Parking Lots & Commercial Vacant Land	1.237200
Industrial - Occupied	1.925100
Industrial - Excess Land	1.251315
Industrial - Vacant Land	1.251315
Large Industrial	2.743114
Large Industrial - Excess Land	1.783024
Pipeline	1.499600
Farmland	0.250000
Managed Forests	0.250000

2. **EFFECTIVE DATE**

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

Read THREE times and PASSED in open Council this 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

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CITY SOLICITOR

THE CORPORATION OF THE CITY OF SAULT STE MARIE

TAX RATE (LEVY) BY-LAW FOR 2007

By-law No. 2007 - 67

TAXES: being a By-law to provide for the adoption of property tax rates for 2007.

WHEREAS Section 312 of The Municipal Act, 2001 provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

WHEREAS the 2007 municipal tax levy for all purposes including debenture principal and interest payments has been set at \$ 78,177,833 comprised of \$ 74,686,606 for the overall (rural) area and an additional \$ 3,491,227 for the urban area only including debenture principal and interest payments specific to the special area.

Now THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby ENACTS AS FOLLOWS

THAT a tax rate of 0.01786542 is hereby adopted to be applied against the whole of the assessment for real property in the **residential/farm class** for the overall area and THAT a tax rate of 0.01878149 is hereby adopted to be applied against the whole of the assessment for real property in the **residential/farm class** for the urban area.

THAT a tax rate of 0.02291954 is hereby adopted to be applied against the whole of the assessment for real property in the **multi-residential class** for the overall area and THAT a tax rate of 0.02409476 is hereby adopted to be applied against the whole of the assessment for real property in the **multi-residential class** for the urban area.

THAT a tax rate of 0.02988885 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – occupied class** (including the **commercial – general rate only class**) for the overall area and THAT a tax rate of 0.03142143 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – occupied class** (including the **commercial – general rate only class**) for the urban area.

THAT a tax rate of 0.02092219 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – excess land class** for the overall area and THAT a tax rate of 0.02199500 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – excess land class** for the urban area.

THAT a tax rate of 0.03172898 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre class** for the overall area and THAT a tax rate of 0.03335592 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre class** for the urban area.

THAT a tax rate of 0.02221029 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre – excess land class** for the overall area and THAT a tax rate of 0.02334915 is hereby adopted to be applied

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CITY SOLICITOR

against the whole of the assessment for real property in the **shopping centre – excess land class** for the urban area.

THAT a tax rate of 0.04365416 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings class** for the overall area and THAT a tax rate of 0.04589258 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings class** for the urban area.

THAT a tax rate of 0.03055791 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings - excess land class** for the overall area and THAT a tax rate of 0.03212481 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings - excess land class** for the urban area.

THAT a tax rate of 0.02210310 is hereby adopted to be applied against the whole of the assessment for real property in the **parking lots and commercial vacant land class** for the overall area and THAT a tax rate of 0.02323646 is hereby adopted to be applied against the whole of the assessment for real property in the **parking lots and commercial vacant land class** for the urban area.

THAT a tax rate of 0.03439272 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - occupied class** for the overall area and THAT a tax rate of 0.03615625 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - occupied class** for the urban area.

THAT a tax rate of 0.02235526 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial – excess land class** for the overall area and THAT a tax rate of 0.02350155 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - excess land class** for the urban area.

THAT a tax rate of 0.02235526 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial – vacant land class** for the overall area and THAT a tax rate of 0.02350155 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - vacant land class** for the urban area.

THAT a tax rate of 0.04900689 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial class** for the overall area and THAT a tax rate of 0.05151978 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial class** for the urban area.

THAT a tax rate of 0.03185448 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial – excess land class** for the overall area and THAT a tax rate of 0.03348785 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial – excess land class** for the urban area.

THAT a tax rate of 0.02679099 is hereby adopted to be applied against the whole of the assessment for real property in the **pipeline class** for the overall area and THAT a tax rate of 0.02816473 is hereby adopted to be applied against the whole of the assessment for real property in the **pipeline class** for the urban area.

THAT a tax rate of 0.00446635 is hereby adopted to be applied against the whole of the assessment for real property in the **farmland class** for the overall area and THAT a tax rate of 0.00469537 is hereby adopted to be applied against the whole of the assessment for real property in the **farmland class** for the urban area.

THAT a tax rate of 0.00446635 is hereby adopted to be applied against the whole of the assessment for real property in the **managed forest class** for the overall area and THAT a tax rate of 0.00469537 is hereby adopted to be applied against the whole of the assessment for real property in the **managed forest class** for the urban area.

EFFECTIVE DATE

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

READ THREE times and PASSED this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE MARIE

ADOPTION OF EDUCATION TAX RATES FOR 2007

By-law No. 2007 - 68

TAXES: being a By-law to provide for the adoption of Education Taxation Rates as established by the Province of Ontario.

WHEREAS Section 257.12.1 of The Education Act, provides that the Council of a local municipality shall pass a by-law to establish tax rates for the 2004 Taxation Year for Education purposes.

Therefore the Council of the Corporation of the City of Sault Ste. Marie adopts the following taxation rates for Education purposes.

Residential & Farm	0.00264000
Multi-Residential	0.00264000
Commercial - Occupied	0.02040400
Commercial - Excess Land	0.01428280
Commercial - Vacant Land	0.01508896
Office Buildings	0.02980106
Office Buildings - Excess Land	0.02086074
Shopping Centres	0.02166019
Shopping - Excess Land	0.01516213
Parking Lots & Commercial Vacant Land	0.01508896
Industrial - Occupied	0.02216880
Industrial - Excess Land	0.01440972
Industrial - Vacant Land	0.01440972
Large Industrial	0.03158877
Large Industrial - Vacant & Excess Land	0.02053270
Pipeline	0.01736568
Farmland	0.00066000
Managed Forests	0.00066000

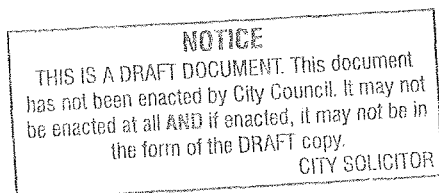
EFFECTIVE DATE

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

READ THREE times and PASSED this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE



10(p)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

CONSOLIDATED TAX RATE BY-LAW FOR 2007

By-law No. 2007 - 69

TAXES: Being a By-law to provide for the adoption of property tax rates for 2007 for both Municipal and Education.

Further to By-laws 2007-67 and 2007-68 these by-laws are now consolidated.

WHEREAS the 2007 municipal tax levy for all purposes including debenture principal and interest payments has been set at \$ 74,686,606 for the overall (rural) area and an additional \$ 3,491,227 for the urban area only purposes including debenture principal and interest payments and the Provincial Requisition for Educational purposes of \$ 23,440,405. (for a total tax levy of \$ 101,618,238)

The Council of the Corporation of the City of Sault Ste. Marie hereby adopts the tax rates for both municipal and education purposes.

THAT a tax rate of 0.02050542 is hereby adopted to be applied against the whole of the assessment for real property in the **residential/farm class** for the overall area and THAT a tax rate of 0.02142149 is hereby adopted to be applied against the whole of the assessment for real property in the **residential/farm class** for the urban area.

THAT a tax rate of 0.02555954 is hereby adopted to be applied against the whole of the assessment for real property in the **multi-residential class** for the overall area and THAT a tax rate of 0.02673476 is hereby adopted to be applied against the whole of the assessment for real property in the **multi-residential class** for the urban area

THAT a tax rate of 0.05029285 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – occupied class** for the overall area and THAT a tax rate of 0.05182543 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – occupied class** for the urban area.

THAT a tax rate of 0.03520499 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – excess land class** for the overall area and THAT a tax rate of 0.03627780 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – excess land class** for the urban area.

THAT a tax rate of 0.03719206 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – vacant land class** for the overall area and THAT a tax rate of 0.03832542 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – vacant land class** for the urban area.

THAT a tax rate of 0.02988885 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – general rate only class** for the overall area and THAT a tax rate of 0.03142143 is hereby adopted to be applied against the whole of the assessment for real property in the **commercial – general rate only class** for the urban area.

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CITY SOLICITOR

THAT a tax rate of 0.05338917 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre class** for the overall area and THAT a tax rate of 0.05501611 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre class** for the urban area.

THAT a tax rate of 0.03737242 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre – excess land class** for the overall area and THAT a tax rate of 0.03851128 is hereby adopted to be applied against the whole of the assessment for real property in the **shopping centre – excess land class** for the urban area.

THAT a tax rate of 0.07345522 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings class** for the overall area and THAT a tax rate of 0.07569364 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings class** for the urban area.

THAT a tax rate of 0.05141865 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings - excess land class** for the overall area and THAT a tax rate of 0.05298555 is hereby adopted to be applied against the whole of the assessment for real property in the **office buildings - excess land class** for the urban area.

THAT a tax rate of 0.03719206 is hereby adopted to be applied against the whole of the assessment for real property in the **parking lots and commercial vacant land class** for the overall area and THAT a tax rate of 0.03832542 is hereby adopted to be applied against the whole of the assessment for real property in the **parking lots and commercial vacant land class** for the urban area.

THAT a tax rate of 0.05656152 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - occupied class** for the overall area and THAT a tax rate of 0.05832505 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - occupied class** for the urban area.

THAT a tax rate of 0.03676498 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial – excess land class** for the overall area and THAT a tax rate of 0.03791127 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - excess land class** for the urban area.

THAT a tax rate of 0.03676498 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial – vacant land class** for the overall area and THAT a tax rate of 0.03791127 is hereby adopted to be applied against the whole of the assessment for real property in the **industrial - vacant land class** for the urban area.

THAT a tax rate of 0.08059566 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial class** for the overall area and THAT a tax rate of 0.08310855 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial class** for the urban area.

10(p)

THAT a tax rate of 0.05238718 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial – excess land class** for the overall area and THAT a tax rate of 0.05402055 is hereby adopted to be applied against the whole of the assessment for real property in the **large industrial – excess land class** for the urban area.

THAT a tax rate of 0.04415667 is hereby adopted to be applied against the whole of the assessment for real property in the **pipeline class** for the overall area and THAT a tax rate of 0.04553041 is hereby adopted to be applied against the whole of the assessment for real property in the **pipeline class** for the urban area.

THAT a tax rate of 0.00512635 is hereby adopted to be applied against the whole of the assessment for real property in the **farmland class** for the overall area and THAT a tax rate of 0.00535537 is hereby adopted to be applied against the whole of the assessment for real property in the **farmland class** for the urban area.

THAT a tax rate of 0.00512635 is hereby adopted to be applied against the whole of the assessment for real property in the **managed forest class** for the overall area and THAT a tax rate of 0.00535537 is hereby adopted to be applied against the whole of the assessment for real property in the **managed forest class** for the urban area.

RURAL URBAN

Residential & Farm	0.02050542	0.02142149
Multi-Residential	0.02555954	0.02673476
Commercial – Occupied	0.05029285	0.05182543
Commercial - Excess Land	0.03520499	0.03627780
Commercial - Vacant Land	0.03719206	0.03832542
General Rate Only (International Bridge)	0.02988885	0.03142143
Shopping Centres	0.05338917	0.05501611
Shopping - Excess Land	0.03737242	0.03851128
Office Buildings	0.07345522	0.07569364
Office Buildings - Excess Land	0.05141865	0.05298555
Parking Lots	0.03719206	0.03832542
Industrial – Occupied	0.05656152	0.05832505
Industrial - Excess Land	0.03676498	0.03791127
Industrial - Vacant Land	0.03676498	0.03791127
Large Industrial – Occupied	0.08059566	0.08310855
Large Industrial - Excess Land	0.05238718	0.05402055
Pipeline	0.04415667	0.04553041
Farmland	0.00512635	0.00535537
Managed Forests	0.00512635	0.00535537

EFFECTIVE DATE

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

READ THREE times and PASSED this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-84

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary closure of MacDonald Avenue from Pine Street to Lake Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF MACDONALD AVENUE FROM PINE STREET TO LAKE STREET**

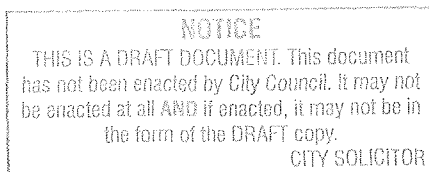
Council hereby authorizes the closing to vehicular traffic of MacDonald Avenue from Pine Street to Lake Street between May 7, 2007 and October 30, 2007 for street reconstruction.

2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS



**DEPUTY CITY CLERK –
MALCOLM WHITE**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2007-87

TEMPORARY STREET CLOSING: (S.2.) A by-law to authorize the temporary closure of Shannon Road between Queen Street East and Margaret Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF SHANNON ROAD FROM QUEEN STREET EAST TO MARGARET STREET**

Council hereby authorizes the closing to vehicular traffic of Shannon Road from Queen Street East to Margaret Street between May 7, 2007 and October 30, 2007 for street reconstruction.

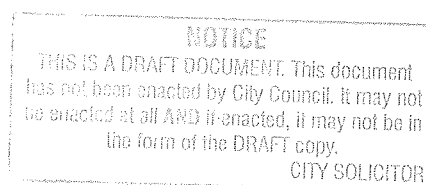
2. **EFFECTIVE DATE**

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

READ THREE TIMES and PASSED in Open Council this 30th day of April, 2007.

ACTING MAYOR – SUSAN MYERS

**DEPUTY CITY CLERK –
MALCOLM WHITE**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-80

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 regarding lands located at 1275 Trunk Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **ALL OF LOTS 1 AND 2, RCP H-714; LOCATED ON THE SOUTH SIDE OF TRUNK ROAD APPROXIMATELY 675M (2,215') WEST OF ITS INTERSECTION WITH FOURNIER ROAD; CIVIC NO. 1275 TRUNK ROAD; CHANGE FROM RA TO HZ**

The zoning on the land described as all of Lots 1 and 2, RCP H-714 which lands are located on the south side of Trunk Road approximately 675m (2,215') west of its intersection with Fournier Road and having civic address 1275 Trunk Road and marked "Subject Area to be Rezoned" on Schedule "A" to this by-law, which map is part of Map 1-42 on Schedule "A" to By-law 2005-150, is changed from RA, Rural Area Zone to HZ, Highway Zone.

2. **SCHEDULE A**

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

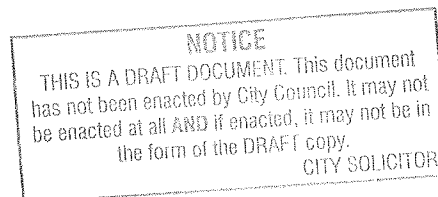
3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 122.

READ THREE TIMES and PASSED in Open Council this 30th day of April, 2007.

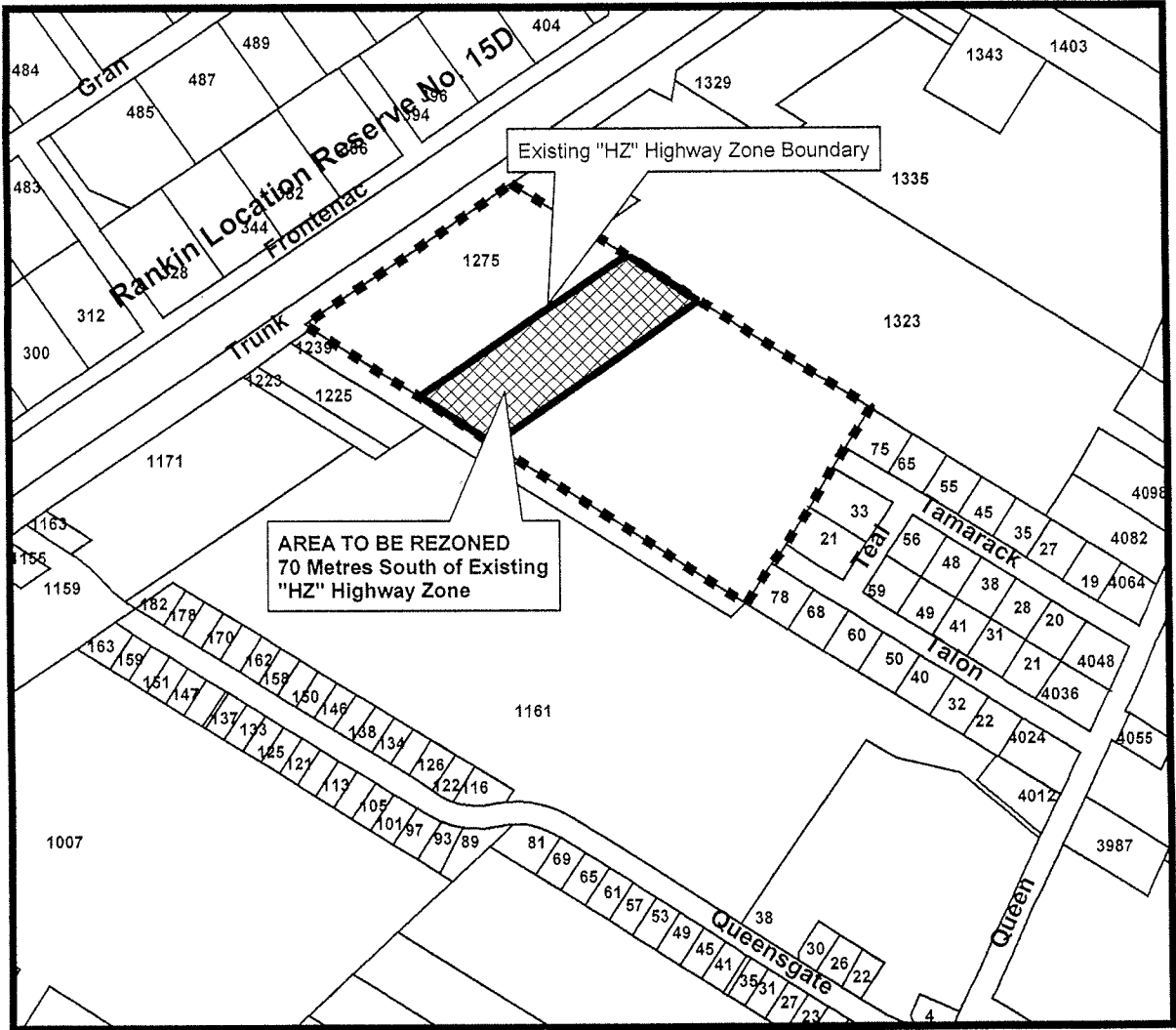
ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE



10(5)

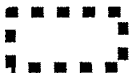
SCHEDULE A TO BY-LAW 2007-80 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 30TH DAY OF APRIL, 2007.



SUBJECT PROPERTY MAP
APPLICATION A-7-07-Z.OP

Metric Scale
1 : 5000

Date: March 2007



1275 Trunk Road -Total Property



Subject Area to be Rezoned

Map 1 - 42

10(4)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2007-81

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning lands located at Civic No. 11 White Oak Drive

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **11 WHITE OAK DRIVE LOCATED ON THE SOUTHEAST CORNER OF WHITE OAK DRIVE EAST AND NORTH STREET; CHANGE FROM M1 TO M1-S. (Map No. 1-75 of By-law 2005-150)**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map No. 1-75 of Schedule A to By-law 2005-150 is changed from M1 Light Industrial Zone to M1-S, Light Industrial Zone with a "special exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding thereto the following subsection 2(245) and heading as follows:

"2(245) 11 White Oak Drive

Despite the provisions of the By-law 2005-150, the land described as Part 2 on Plan IR-2426 and having the Civic No. 11 White Oak Drive and marked "subject property" on the map attached as Schedule No. 245 hereto is changed from M1, Light Industrial Zone to M1-S, Light Industrial Zone with a "special exception" and may be used in addition to the uses permitted in a Light Industrial Zone (M1) for the sale and service of furniture and appliances subject to the following special condition:

1. Outdoor storage is not permitted on the subject property."

3. **SCHEDULE A**

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

4. **CERTIFICATE OF CONFORMITY**

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.

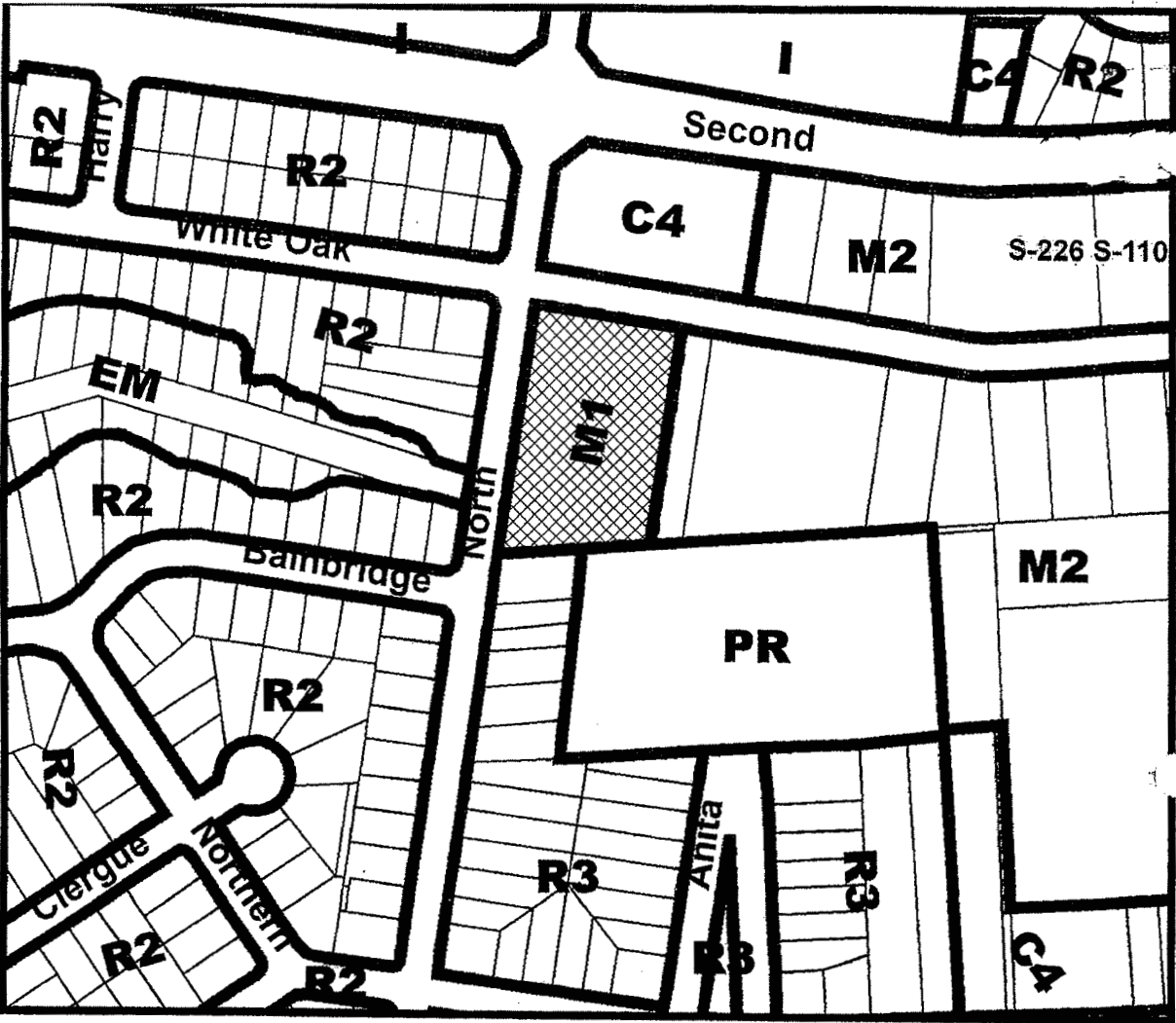
READ THREE TIMES and PASSED in Open Council this 30th day of April, 2007

ACTING MAYOR – SUSAN MYERS

DEPUTY CITY CLERK – MALCOLM WHITE

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CITY SOLICITOR

SCHEDULE A TO BY-LAW 2007-81 AND SCHEDULE 245 TO BY-LAW 2005-151
OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, READ THREE
TIMES AND PASSED IN OPEN COUNCIL THIS 30TH DAY OF APRIL, 2007



EXISTING ZONING MAP

APPLICATION A-6-07-Z

PROPOSED REZONING
from "M-1" to "M-1" SPECIAL EXCEPTION

Map 1-75
March 2007

Metric Scale
1:3000



	Subject Property - 11 White Oak Drive East		M2 - Medium Industrial Zone
	R2 - Single Detached Residential Zone		I - Institutional Zone
	R3 - Low Density Residential Zone		EM - Environmental Management Zone
	C4 - General Commercial Zone		PR - Parks and Recreation Zone
	M1 - Light Industrial Zone		