

AGENDA
REGULAR MEETING OF CITY COUNCIL

2009 01 26

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover - Councillor J. Caicco

Seconded - Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2009 01 12 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover - Councillor S. Butland

Seconded - Councillor O. Grandinetti

Resolved that the Agenda for the 2009 01 26 City Council Meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- (a) Robin McDonald, President, Ontario Winter Carnival Bon Soo will be in attendance concerning Proclamation – Ontario Winter Carnival Bon Soo Time.
- (b) Elaine Pitcher, Chair, Sault Area Hospital Board; and Ron Gagnon, President and C.E.O., Sault Area Hospital will be in attendance with an update on the new Hospital Project and concerning a status update on the hospital's operational review/financial position.
- (c) Asima Vezina, Superintendent of Education, Algoma District School Board will be in attendance concerning plans for the new JK - 8 French Immersion Elementary School at 80 Weldon Avenue and the new 7 – 12 North Street School at 750 North Street.
- (d) Michael Gaudette, Past President, Sault Ste. Marie Safe Communities Partnership will be in attendance concerning agenda item 5.(v).

4. (e) Ken Coulter, Executive Director, Community Quality Improvement will be in attendance to present CQI's 2008 Community Performance Report – agenda item 6.(8)(a).
- (f) Ian McMillan, Executive Director, Tourism Sault Ste. Marie; and Stephen Hollingshead, Coordinator, Special Projects and Sports Tourism will be in attendance concerning agenda item 6.(8)(b).

PART ONE – CONSENT AGENDA

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

Mover - Councillor J. Caicco

Seconder - Councillor O. Grandinetti

Resolved that all the items listed under date 2009 01 26 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO and FONOM is attached for the information of Council. Note: Commissioner of Finance and Treasurer report listed under agenda item 5.(n).

Mover - Councillor L. Turco

Seconder - Councillor S. Butland

Whereas the Provincial Municipal Fiscal and Service Delivery Review (PMFSDR) final report was released on October 31, 2008; and

Whereas the PMFSDR Infrastructure Table concluded that the infrastructure investment gap per household for Northern Ontario municipalities is generally higher than other regions in Ontario; and

Whereas the PMFSDR Fiscal Health Table concluded that the fiscal health of Northern municipalities is poorer than other regions of Ontario; and

Whereas Northern Ontario municipalities are more reliant on funding from the Ontario Municipal Partnership Fund (OMPF) than other regions of Ontario; and

Whereas many municipalities in Northern Ontario will see a reduction in their OMPF equal to their upload benefits resulting in very little net upload benefit for several years; and

Whereas the net upload benefits per household for the Northern Ontario region are forecast to be well below the net upload benefits per household for all other regions of the Province; and

5. (a) Whereas the Province has committed to review the formula for distribution of the MMPF or its successor unconditional funding program before 2010;
Now therefore be it resolved that Sault Ste. Marie City Council supports and endorses the Federation of Northern Ontario Municipalities (FONOM), the Northwestern Ontario Municipalities Association (NOMA) and the Northern Large Urban Mayors (NOLUM) in their request to the Province of Ontario to increase the Northern Communities Grant by \$50.00 per household to ensure all municipalities in the North will receive the necessary 'required support'; and
Further resolved that a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Finance, FONOM, AMO and to Sault Ste. Marie M.P.P. David Oraziatti.

- (b) Correspondence from the City of Kingston (concerning non-recyclables Christmas wrapping paper) is attached for the information of Council.

- (c) Correspondence from Marty McCarthy, 27 Partridge Court concerning a proposal to develop part of the Gateway site into waterfront parkland is attached for the information of Council.

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that City Council receives as information the correspondence from Marty McCarthy, 27 Partridge Court, dated January 2009 concerning a proposal to develop part of the Gateway site into waterfront parkland and further that Mr. McCarthy's proposal be forwarded to the Economic Development Corporation's special Task Force working on the Tourism Gateway Development Project for its information and consideration.

- (d) A letter from the C.E.O., NE LHIN printed in Sault This Week on January 14, 2009 is attached at the request of Councillor Susan Myers. Also attached is the letter from Peter Chow, MD printed in Sault This Week on January 7, 2009, both for the information of Council.
- (e) A letter from the Minister of the Environment in response to a Council resolution dated 2008 11 27 concerning street level air quality monitoring in Ontario is attached for the information of Council.
- (f) A letter from Algoma Public Health concerning 25 in 5 Network for Poverty Reduction Campaign in Ontario is attached for the information of Council.

5. (f) Mover - Councillor S. Myers
Seconded - Councillor P. Mick
Resolved that Sault Ste. Marie City Council supports and endorses Algoma Public Health Board resolution #2008-116 which requests municipal support for the 25 in 5 Network for Poverty Reduction Campaign in Ontario which aims to reduce poverty by 25% in 5 years; and
Further that a copy of this resolution be forwarded to Honourable Deborah Matthews, Minister for Ontario's Poverty Reduction Plan, the Chair Algoma Public Health Board, and to the 25 in 5 Network for Poverty Reduction organization.
- (g) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1, 2008 to December 31, 2008 is \$376,837.00 is attached for the information of Council.
- (h) A letter of request for a temporary street closing is attached for the consideration of Council.
1) on Shore Drive and lower Lake Street at Queen Street intersection in conjunction with Ontario Winter Bon Soo Carnival (February 6 to 15, 2009)
The relevant By-law 2009-21 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (i) Correspondence concerning a request for permission to hold a Special Occasion Permit event at an outdoor municipal facility is attached for the consideration of Council.

Mover - Councillor S. Butland
Seconded - Councillor O. Grandinetti
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:
Bellevue Park (by stage)
Bon Soo Opening Ceremony
Esquire Club Corral (Beer Tent)
February 6 – 6:00 to 11:00 p.m.
- (j) **Appointments to Boards and Committees**

Mover - Councillor J. Caicco
Seconded - Councillor O. Grandinetti
Resolved that citizens Dana Peterson and Lisa Peterson be appointed to the Sault Ste. Marie Best for Kids Committee from January 26, 2009 to December 31, 2010.

5. (k) **Council Travel**

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

Resolved that Councillor Lou Turco be authorized to travel to an AMO Board meeting being held in Toronto (two days in January) at a cost of \$300.00 to the City.

(l) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 01 26 be approved as requested.

(m) **Request for Proposal – Beer Pouring Rights – Essar Centre**

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

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

Resolved that the reports of the Manager of Purchasing and the Commissioner of Community Services dated 2009 01 26 concerning Request for Proposal – Beer Pouring Rights – Essar Centre be accepted and the recommendation that the proposal for exclusive beer pouring rights at the Essar Centre be awarded to Molson Canada for a period of 3 ½ years with the option for additional 1 year terms thereafter be approved.

(n) **FONOM Resolution Supporting Changes to OMPF**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. Note: FONOM resolution listed under agenda item 5.(a).

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

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 01 26 concerning FONOM Resolution Supporting Changes to OMPF be accepted and the recommendation that the FONOM resolution that recommends the Province of Ontario increase the Northern Communities Grant by \$50.00 per household to ensure all municipalities in the North will receive the necessary 'Required Support' be approved.

5. (o) **2009 Budget Timetable**

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

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 01 26 concerning 2009 Budget Timetable be received as information.

(p) **City of Sault Ste. Marie – Credit Rating**

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

Mover - Councillor J. Caicco

Seconder - Councillor O. Grandinetti

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 01 26 concerning City of Sault Ste. Marie Credit Rating be received as information.

(q) **Funding Application – Celebrate Canada Program**

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

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that the report of the Supervisor of Community Services dated 2009 01 26 concerning Funding Application Celebrate Canada Program be accepted and the recommendation that City Council authorize staff to apply to the Department of Canadian Heritage for the 2009 Celebrate Canada Program to assist in funding the City's Canada Day Celebration be approved.

(r) **Ermatinger-Clergue National Historic Site – Update – Tourism Development Fund for the War 1812 Bi-Centennial and Proposed Visitor Centre**

A report of the Manager of Recreation and Culture is attached for the consideration of Council. The relevant By-law 2009-18 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(s) **Essar Centre – FedNor Project – Rigging System**

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

5. (s) Mover - Councillor J. Caicco
Seconded - Councillor O. Grandinetti
Resolved that the report of the Commissioner of Community Services dated 2009 01 26 concerning Essar Centre - FedNor Project - Rigging System be accepted and the recommendation that Council approve the low tender from Avery Construction Ltd. in the amount of \$136,430.00 excluding GST for the rigging system at the Essar Centre with funds to come from the allotted project funds be approved.

(t) **Essar Centre – Changes to the Memorial Wall**

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

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

Resolved that the report of the Commissioner of Community Services dated 2009 01 26 concerning Essar Centre – Changes to the Memorial Wall be accepted and the recommendation that additions to the Memorial Wall display at the Essar Centre as detailed in the report at an estimated cost of \$15,000.00 BE REFERRED to the 2009 Budget for Council's consideration as a supplementary item be approved.

(u) **McMeeken Centre Chiller**

A report of the Manager of Community Centres is attached for the consideration of Council.

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

Resolved that the report of the Manager of Community Centres dated 2009 01 26 concerning McMeeken Centre Chiller be accepted and the recommendation that the Ammonia Chiller Unit be replaced at an estimated total project cost of \$80,000.00 BE REFERRED to the 2009 Budget for Council's consideration as a supplementary item be approved.

(v) **Resolution of September 22nd From the Safe Communities Partnership Regarding a Community Safety Village**

A report of the City Solicitor is attached for the consideration of Council. This is in response to a Council resolution dated 2008 09 22.

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

Resolved that the report of the City Solicitor dated 2009 01 26 in response to a Council resolution dated 2008 09 22 concerning Safe Communities Partnership – A Community Safety Village be received as information.

5. (w) **Ontario Realty Corporation Extension of Lease for Portion of Building at 540 Albert Street East (Ministry of Health Long-Term Care Laboratory)**
A report of the City Solicitor is attached for the consideration of Council.

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

Resolved that the report of the City Solicitor dated 2009 01 26 concerning Ontario Realty Corporation Extension of Lease for Portion of Building at 540 Albert Street East (Ministry of Health Long-Term Care Laboratory) be received as information.

- (x) **Acquisition by City of Land by Lease and by Purchase at the Bellevue Marina From the Province**

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

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

Resolved that the report of the City Solicitor dated 2009 01 26 concerning Acquisition by City of Land by Lease and by Purchase at the Bellevue Marina from the Province be accepted and the recommendation that Council authorize the City Solicitor to sign the Application for Crown Lands for the lease of parts 3, 4 and 5 on Plan 1R-11372 at the annual rent of \$4,813.87 to be paid from the Bellevue Marina Cost Centre; and further that the City Solicitor be authorized to sign the Application for Crown Lands for the purchase of parts 1, 2 and 6 on Plan 1R-11372 for the amount of \$32,673.88 to be paid from the City Property Purchase Account (Bellevue Marina) be approved.

- (y) **Exchange of Property Involving Ontario Realty Corporation and Sault Area Hospital**

A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-22 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (z) **Sale of a Portion of Hudson Street and Laneway to the St. Mary's River Bridge Company**

A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-laws 2009-23 and 2009-24 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- (aa) **Proposed Conveyance of Property for Parking to the Italian Housing Corporation (Villa Santa Maria) and Algoma Condominium Corporation #16 (at 711 Bay Street)**

A report of the Assistant City Solicitor is attached for the consideration of Council. The relevant By-law 2009-25 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (bb) **Gold Box Designation**

A report of the Waste Diversion Supervisor is attached for the consideration of Council. This is in response to a Council resolution dated 2008 10 06.

Mover - Councillor J. Caicco

Seconder - Councillor O. Grandinetti

Resolved that the report of the Waste Diversion Supervisor dated 2009 01 26 concerning Gold Box Designation be accepted and the recommendation that Sault Ste. Marie NOT embark on a Gold Box Program similar to the program in place in Hamilton, as a means to encourage more recycling; and

Further that staff will review other municipal programs in the Province that reward and encourage recycling, and if an appropriate program is found, a recommendation will be brought to Council in the future be approved.

(cc) **Conferences and Major Special Events Committee**

1. 2009 AMCTO Conference – Funding Request

2. 2009 All-Ontario Bantam AAA Championships - Funding Request

3. 2008 Ringette World Championships – Post-Event Report

A report of the Chair, Conferences and Major Special Events Committee is attached for the consideration of Council.

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2009 01 26 concerning Funding Requests - 2009 Conference of the Association of Municipal Managers Clerks and Treasurers of Ontario (AMCTO) and 2009 All-Ontario Bantam AAA Championships be accepted and the recommendations that Council authorize providing municipal support for:

1. the 2009 Conference of AMCTO in the amount of \$5,000.00; and
2. the 2009 All-Ontario Bantam AAA Championships in the amount of \$5,000.00;

with funds to come from the Conferences and Major Special Events Fund be approved; and further that the Post-Event Report of the 2008 World Ringette Championships be received as information.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

(a) Application No. A-1-09-Z and 57T-08-502 – Major Contracting (Algoma) Limited – 1513, 1517 and 1521 Korah Road – Request for Approval of a 15 Lot Single Detached Residential Subdivision

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

Mover - Councillor J. Caicco

Second - Councillor O. Grandinetti

Resolved that the report of the Planning Division dated 2009 01 26 concerning Application No. A-1-09-Z and 57T-08-502 – Major Contracting (Algoma) Limited be accepted and the Planning Director's recommendation (A) that City Council amend the applicant's request and maintain the existing "R.3" (Low Density Residential) zone on 'Block A' of the subject property, (B) that City Council approve the applicant's request to rezone 'Block B' of the subject property from "R.4" (Medium Density Residential) zone to "R.2" (Single Detached Residential) zone, and (C) that City Council approve the Draft Plan of Subdivision for the proposed 15-lot single detached residential subdivision, subject to the 10 conditions contained in the report be endorsed.

(b) Application No. 57T-08-503 – Major Contracting (Algoma) Limited – 731 Cooper Street – Request for Subdivision Approval for 15 Single Detached Residential Lots

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

Mover - Councillor S. Butland

Second - Councillor O. Grandinetti

Resolved that the report of the Planning Division dated 2009 01 26 concerning Application No. 57T-08-503 – Major Contracting (Algoma) Limited be accepted and the Planning Director's recommendation that City Council approve the Draft Plan of Subdivision for the proposed 15-lot single detached residential subdivision, subject to the 10 conditions contained in the report be endorsed.

6. (8) BOARDS AND COMMITTEES

(a) Community Quality Improvement (CQI) – Community Performance Report 2008

A report of the Executive Director, CQI is provided under separate cover for members of Council. Note: A copy of the power point presentation slides is provided on the agenda.

6. (8)
(a) Mover - Councillor J. Caicco
Second - Councillor O. Grandinetti
Resolved that the report of the Community Quality Improvement (CQI) organization entitled Community Quality Improvement – Sault Ste. Marie Community Performance Report 2008 be received as information.
- (b) **2012 Canadian Adult Recreational Hockey Association (CARHA) World Cup**
A report of Tourism Sault Ste. Marie is attached for the consideration of Council.
- Mover - Councillor L. Turco
Second - Councillor S. Butland
Resolved that Sault Ste. Marie City Council supports and endorses Tourism Sault Ste. Marie's bid preparation to host the 2012 Canadian Adult Recreational Hockey Association (CARHA) World Cup in Sault Ste. Marie; and
Further resolved that if the bid is successful, Council commits to municipal funding estimated to be \$80,000.00 to \$100,000.00 for in-kind and direct expenses associated with hosting this event in 2012 be approved.

7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF 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) 2009-17 A by-law to authorize a fire protection agreement between the City of Sault Ste. Marie and The Corporation of the Township of Prince for the period of January 1st to December 31st, 2009.
- Renewal without changes of agreement that expired on December 31, 2008.

10. (b) 2009-18 A by-law to authorize an agreement between the City of Sault Ste. Marie and the Minister of Tourism (Ontario) for funding for the development of a business plan for the visitors' centre for the Ermatinger Clergue National Historic Site.

A report from the Manager of Recreation and Culture is on the agenda.

- (c) 2009-22 A by-law to authorize the execution of an agreement of Purchase and Sale between the Corporation of the City of Sault Ste. Marie and the Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in Right of Ontario as represented by the Ministry of Energy and Infrastructure for the sale by the City of property located on Great Northern Road.

A report from the City Solicitor is on the agenda.

APPOINTMENTS

- (d) 2009-26 A by-law to appoint inspectors under the Building Code Act, 1992 and municipal law enforcement officers under the Police Services Act.

PROPERTY SALE

- (e) 2009-25 A by-law to authorize the conveyance of property for parking to the Italian Housing Corporation for approximately 868 square meters and to Algoma Condominium Corporation for approximately 204 square meters.

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

STREET ASSUMPTION

- (f) 2009-23 A by-law to assume for public use and establish as a public street that portion of Hudson Street measuring 66 feet by 110 feet north of Queen Street West and a laneway measuring 10 feet by 129.2 feet running west from Hudson north of Queen Street West.

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

10. **TEMPORARY STREET CLOSING**

- (g) 2009-21 A by-law to permit the temporary closing of lower Lake Street from Queen Street and Shore Drive to facilitate various Bon Soo Events.

ZONING

- (h) 2009-5 A by-law to amend the TEXT and certain schedules to Sault Ste. Marie Zoning By-law 2005-150.
- (i) 2009-19 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1489 Goulais Avenue.
- (j) 2009-20 A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2679 Great Northern Road.

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

STREET CLOSING

- (k) 2009-24 A by-law to stop up and close that portion of Hudson Street measuring 66 feet by 110 feet north of Queen Street West and a laneway measuring 10 feet by 129.2 feet running west from Hudson Street north of Queen Street West.

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

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

12. **ADDENDUM TO THE AGENDA**

13.

ADJOURNMENT

Mover - Councillor S. Butland

Seconder - Councillor O. Grandinetti

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 01 12

4:30 P.M.

COUNCIL CHAMBERS

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

ABSENT: Councillors T. Sheehan (vacation)

OFFICIALS: J. Fratesi, D. Irving, N. Kenny, P. McAuley, B. Freiburger, N. Apostle, D. McConnell, D. Elliott, B. Strapp, J. Febbraro, J. Luszka

1. **ADOPTION OF MINUTES**

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2008 12 15 be approved. CARRIED.

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

3. **APPROVE AGENDA AS PRESENTED**

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the Agenda for the 2009 01 12 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) The winners of the 2008 Christmas Lighting Awards Program were in attendance to receive plaques and PUC credit certificates.
- (b) Chris Rous, Chairperson Sault Ste. Marie Public Library Board was in attendance to introduce the new C.E.O. and Director of Libraries Elizabeth Rossnagel.

4. (c) Patti Jo Duggan, Volunteer Alzheimer Society was in attendance concerning Proclamation – National Alzheimer's Awareness Month.
- (d) Joyce Ferguson-Mowat, Public Health Inspector was in attendance concerning Proclamation – Environmental Public Health Week.
- (e) Rod Stewart, District Supervisor, Sault Ste. Marie office, Ministry of the Environment was in attendance to address Council on the issue of air quality in Sault Ste. Marie and area.
- (f) Brian Curran, President and C.E.O., PUC Inc. was in attendance concerning a PUC Inc. Shareholder Meeting.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that City Council is now authorized to meet in Open Session as the sole shareholder of PUC Inc.; and

Further resolved that City Council appoints Mayor John Rowsell as Council's proxy to vote on any resolutions of the shareholder of PUC Inc. CARRIED.

- (g) Joe Melisek on behalf of the consulting team concerning the feasibility study and business plan for a new indoor multi-use sport facility in Sault Ste. Marie was in attendance concerning agenda item 6.(2)(a).

PART ONE – CONSENT AGENDA

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

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that all the items listed under date 2009 01 12 - Part One - Consent Agenda be approved as recommended. CARRIED.

- (a) Correspondence from AMO and OGRA was received by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Sault Ste. Marie City Council supports and endorses the AMO positions detailed in AMO correspondence to the Ministry of the Environment and to Waste Diversion Ontario dated December, 2008 concerning a review of the Waste Diversion Act, 2002 and a review of the Blue Box Program Plan; and Further resolved that a copy of this resolution be provided to the Honourable John Gerretsen, Minister of the Environment; to Vice-Chair Andy Pollock, Waste Diversion Ontario; and to AMO President Peter Hume. CARRIED.

5. (b) Correspondence from the Township of East Ferris (concerning a request for financial assistance from every municipality in the Province for flooding disaster relief – the Corporation of the City of Sault Ste. Marie provided \$500.00); the United Counties of Stormont, Dundas and Glengarry (concerning a review of rates paid by the Ministry of Community and Social Services for indigent funerals); and the Municipality of Clarington (concerning a request to the Alcohol and Gaming Commission of Ontario to expedite its Modernization of Charitable Gaming Project) was received by Council.

- (c) Correspondence from Algoma Public Health Board concerning a request that Council designate the new public skate board park as tobacco-free was received by Council.

Moved by Councillor S. Myers

Seconded by Councillor J. Caicco

Whereas the City of Sault Ste. Marie By-law 2003-7 regulates smoking in public places and city buildings in the City of Sault Ste. Marie; and

Whereas a new outdoor skate board park is scheduled to open for public use in 2009; and

Whereas the Algoma Public Health Board has passed a resolution (#2008-104) requesting that City Council amend By-law 2003-7 to identify the new public skate board park as a designated 100% tobacco-free site;

Now therefore be it resolved that Sault Ste. Marie City Council supports and endorses the position of the Algoma Public Health Board; and

Further that the request for the appropriate amendment to By-law 2003-7 BE REFERRED to the City Solicitor for review and report back to City Council.
CARRIED.

- (d) The letter from the Minister of the Environment in response to a Council resolution concerning stockpiling of Blue Box materials was received by Council.
- (e) The letter from MPAC concerning 2008 Assessment Update was received by Council.
- (f) The letter from NOHFC concerning approval of an extension of its funding commitment for the Gateway Development Initiative to June 30, 2009 was received by Council.
- (g) The letter from the Airport Manager Sault Ste. Marie Airport Development Corporation requesting an exemption to the Noise By-law for events at the Airport Fairgrounds for the winter season was received by Council. The relevant By-law 2009-8 is listed under Item 10 of the Minutes.

5. (h) The petition from residents of Simon Avenue requesting sidewalk snow plowing and a stop sign at the corner of Denwood Drive and Simon Avenue was received by Council.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the petition received by the City on January 7, 2009 from residents of Simon Avenue requesting sidewalk snow removal during the winter months and the placement of a stop sign at the corner of Denwood Drive and Simon Avenue BE REFERRED to the Commissioner of Public Works and Transportation for review and report back to City Council. CARRIED.

- (i) The letter from Mayor John Rowswell to the Minister of Health Canada concerning Poor Physician Specialists and Support Services in Northern Ontario was received by Council.

(j) **Appointments to Boards and Committees**

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that all the resolutions under date 2009 01 12 listed under Agenda item 5.(j) 1-41 inclusive are hereby approved. CARRIED.

- (1) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillors T. Sheehan and L. Tridico, D. Celetti (alternate) be nominated to the Algoma District Municipal Association from January 12, 2009 to December 31, 2010. CARRIED.

- (2) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillor S. Myers and citizens Guido Caputo and Karen Marinich be nominated to the Algoma Public Health from January 12, 2009 to December 31, 2010. CARRIED.

- (3) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillor J. Caicco be appointed to the Celebrating International Friendship Committee – Bridgewalk Group from January 12, 2009 to December 31, 2010. CARRIED.

5. (j)
(4) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillors O. Grandinetti, F. Fata, D. Celetti and L. Tridico and citizens Irene Oktaba and Jean Wyatt be appointed to the Christmas Lighting Award Program Judging Committee from January 12, 2009 to December 31, 2010. CARRIED.
- (5) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that citizens Loretta Durat, Karen Montgomery Jones and Fred Pelletier be nominated to the Community Theatre Centre Management Board from January 12, 2009 to December 31, 2010. CARRIED.
- (6) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillors F. Fata, S. Myers and L. Tridico, Tourism Sault Ste. Marie (Ian McMillan) and City Clerk (Donna Irving) be appointed to the Conferences and Major Special Events Committee from January 12, 2009 to December 31, 2010. CARRIED.
- (7) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that citizens Carlo Barban, Glenn Bernardi, Luca Robibaro and Suzanne Farrell (alternate) be appointed to the Court of Revision - Local Improvement from January 12, 2009 to December 31, 2010. CARRIED.
- (8) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Deputy City Clerk and Manager of Quality Improvement (Malcolm White) be appointed to the CQI - Community Performance Report Committee from January 12, 2009 to December 31, 2010. CARRIED.
- (9) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillor T. Sheehan and citizens Irene Oktaba, Chris Rous, Karin Seidemann and Rebecca Stuebing be appointed to the Cultural Advisory Board from January 12, 2009 to December 31, 2010. CARRIED.
- (10) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillors F. Fata, O. Grandinetti and B. Hayes be appointed to the Dangerous Dog Committee from January 12, 2009 to December 31, 2010. CARRIED.

5.

(j)

(11)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Councillor S. Butland, staff representative from Engineering and Planning Department (Susan Hamilton Beach) and Public Works and Transportation Department (Pat McAuley), one Ministry of the Environment representative and citizens Kathy Lemieux, Rosina MacDonald, Peter McLarty, Ian Thompson and Andrea Welz be appointed to the Environmental Monitoring Committee from January 12, 2009 to December 31, 2010. CARRIED.

(12)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Councillor L. Turco be nominated to the Federation of Northern Ontario Municipalities (FONOM) from January 12, 2009 to December 31, 2010. CARRIED.

(13)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that citizens Frank Del Bosco, Roy O'Neill, Luca Robibaro and Terry Higginson (alternate) be appointed to the Fence Viewers Committee from January 12, 2009 to December 31, 2010. CARRIED.

(14)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Mayor J. Rowswell (non-voting member), Councillors J. Caicco, F. Fata, B. Hayes and T. Sheehan, Chief Administrative Officer (non-voting member), the Commissioner of Finance, Manager of Budgets and Revenue and Manager of Finance and Audits be appointed to the Finance Committee from January 12, 2009 to December 31, 2010. CARRIED.

(15)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Mayor J. Rowswell and Councillors D. Celetti, O. Grandinetti and S. Myers be appointed to the Gateway Development Team from January 12, 2009 to December 31, 2010. CARRIED.

(16)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Councillor S. Myers and citizens Nancy Aronson, Cindy Crawford, Carl Gruhzeit, Suzanne Hanna, Harriet Hershey, Pamela Jalak, Kelly Marshall, Judy McGonigal, Laurence Woolley, Kathryn Yukich and Carol Caputo be appointed to the Historic Sites Board from January 12, 2009 to December 31, 2010. CARRIED.

Mayor J. Rowswell declared a pecuniary interest – a citizen appointee is employed by his engineering firm.

5.

(j)

(17) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillor D. Celetti be nominated to the Humane Society from January 12, 2009 to December 31, 2010. CARRIED.

(18) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillors S. Butland, P. Mick and J. Caicco be appointed to the Municipal Environmental Initiatives Committee from January 12, 2009 to December 31, 2010. CARRIED.

(19) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Mayor J. Rowswell and Councillors J. Caicco, D. Celetti, F. Fata, O. Grandinetti and T. Sheehan be appointed to the Municipal Freedom of Information and Protection of Privacy Act (Head) from January 12, 2009 to December 31, 2010. CARRIED.

(20) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillors D. Celetti, O. Grandinetti, S. Myers and P. Mick be appointed to the Municipal Handbook Committee from January 12, 2009 to December 31, 2010. CARRIED.

(21) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillor B. Hayes and citizens Lloyd Beilhartz, Cindy Crawford, David Ellis, Robert Ewing, Roger Kinghorn, Anne MacGregor, Kelly Marshall, Harvey Robbins, Ted Wall and Laurence Woolley be appointed to the Municipal Heritage Committee from January 12, 2009 to December 31, 2010. CARRIED.

Mayor J. Rowswell declared a pecuniary interest – a citizen appointee is employed by his engineering firm.

(22) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the Manager of Recreation and Culture (Joe Cain) be appointed to the Museum Management Board from January 12, 2009 to December 31, 2010. CARRIED.

5.

(j)

(23)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Councillors L. Tridico and L. Turco, staff representative from Social Services Department (Lynn Rosso), Engineering and Planning Department (Jerry Dolcetti or designate) and citizens Debbie Amaroso, Giesells Bourgault, Don Calvert, Jenn Cloutier, Wendy Houle, Craig Kohler, Derrick Lavallee, Tony Mancuso, Robert McLeod, Ann Marie McPhee, Catherine Meincke, Diane Morrell, Karen Raybould, Gerard Taylor, Evelyn Theriault and Rick Wark be appointed to the Ontarians With Disabilities Accessibility Advisory Committee from January 12, 2009 to December 31, 2010. CARRIED.

(24)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Councillor D. Celetti and citizens Jerry Bumbacco, Gino Cavallo, Richard Craftchick, Deane Greenwood, Mark Kontulainen, Tom Mauro, Susan Milne and Barry Rushon be appointed to the Parks and Recreation Advisory Committee from January 12, 2009 to December 31, 2010. CARRIED.

(25)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that citizens Carlo Barban, Peter Berlingieri, Suzanne Farrell, Damon Godfrey, Catherine Meincke, Wayne Mezzomo and Luca Robibaro be appointed to the Planning Advisory Committee from January 12, 2009 to December 31, 2010. CARRIED.

(26)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Councillors P. Mick and L. Tridico be nominated to the PUC Inc. Board of Directors from January 12, 2009 to December 31, 2010. CARRIED.

(27)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that citizens Carlo Barban, Glenn Bernardi and Suzanne Farrell be appointed to the Residential Standards Committee from January 12, 2009 to December 31, 2010. CARRIED.

(28)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Councillor S. Myers be nominated to the Sault Area Hospital Board of Directors from January 12, 2009 to December 31, 2010. CARRIED.

5.

(j)

- (29) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillors J. Caicco and P. Mick and citizens Paul Beach, Lorna Connolly Beattie, Heather Hicks, Jennifer Miller, Lucille Norman, Karen Poirier, Roxanne Rissanen, Fran Rose, Sarah Sutton and Diana Taranto and staff representative from Social Services Department (Florence Lake) be appointed to the Sault Ste. Marie Best for Kids Committee from January 12, 2009 to December 31, 2010. CARRIED.
- (30) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillors F. Fata, B. Hayes, P. Mick, S. Myers, L. Tridico and L. Turco be appointed to the Sault Ste. Marie District Social Services Administration Board from January 12, 2009 to December 31, 2010. CARRIED.
- (31) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Councillor S. Myers and Mayor J. Rowswell (ex officio) be nominated to the Sault Ste. Marie Economic Development Corporation Board of Directors from January 12, 2009 to December 31, 2010. CARRIED.
- (32) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Mayor J. Rowswell and Councillors P. Mick and T. Sheehan, Chief Administrative Officer, Medical Officer of Health, Fire Chief, Police Chief, Emergency Planning Officer and Ambulance Director be appointed to the Sault Ste. Marie Emergency Measures Planning Committee from January 12, 2009 to December 31, 2010. CARRIED.
- (33) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Councillor S. Butland and Mayor J. Rowswell (ex officio) be nominated to the Sault Ste. Marie Innovation Centre Board of Directors from January 12, 2009 to December 31, 2010. CARRIED.
- (34) Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that Mayor J. Rowswell and Councillors T. Sheehan and S. Myers (alternate) be nominated to the Sault Ste. Marie Physician Recruitment and Retention Committee from January 12, 2009 to December 31, 2010. CARRIED.

5.

(j)

(35)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Mayor John Rowswell and Councillor D. Celetti and citizen James Greco be nominated to the Sault Ste. Marie Police Services Board from January 12, 2009 to December 31, 2010. CARRIED.

Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.

(36)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Councillors O. Grandinetti, S. Myers, B. Hayes and F. Manzo be nominated to the Sault Ste. Marie Region Conservation Authority from January 12, 2009 to December 31, 2010. CARRIED.

(37)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that Councillor J. Caicco, citizens Gino Cavallo and Richard Webb, three Downtown Association representatives and one Chamber of Commerce representative be appointed to the Sault Ste. Marie Walk of Fame Selection Committee from January 12, 2009 to December 31, 2010. CARRIED.

(38)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that Councillor O. Grandinetti be appointed to the Snowmobile Task Committee from January 12, 2009 to December 31, 2010. CARRIED.

(39)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that one representative from Engineering and Planning Department (Susan Hamilton Beach) be nominated to the St. Mary's River Binational Public Advisory Committee from January 12, 2009 to December 31, 2010. CARRIED.

(40)

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that staff representative from Community Services Department (Joe Cain) be nominated to the St. Mary's River Marine Centre (Norgoma) Board of Directors from January 12, 2009 to December 31, 2010. CARRIED.

5.

(j)

(41)

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the Council of the Corporation of the City of Sault Ste. Marie, hereby appoints Lorie Bottos or failing him, A.C. Harry as its proxy to attend, act and vote for it on its behalf of the Annual Meeting of Shareholders of the St. Mary's River Bridge Company, to be held on the 25th day of February 2009 and at any adjournment therefore, and revoke any former instrument appointing a proxy for it at the said meeting. CARRIED.

(k)

Council Travel

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that on behalf of Mayor John Rowswell, Councillor Susan Myers be authorized to travel to a Northern Ontario Growth Plan Tourism Session being held in North Bay, Ontario (one day in January) at an estimated cost of \$750.00. CARRIED.

(l)

Staff Travel Requests

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

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 01 12 be approved as requested. CARRIED.

(m)

Retirement of Fire Chief – March 31, 2009

Correspondence of the Chief Administrative Officer and Fire Chief was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that City Council accepts the retirement notice of Fire Chief Lynn McCoy effective March 31, 2009 and expresses its sincere best wishes to him on the occasion of his retirement after over 35 years of dedicated service to the City of Sault Ste. Marie; and

Further resolved that City Council authorizes filling the upcoming vacancy of the Fire Chief position through a selection process in accordance with the Guidelines for the Recruitment and Selection of Senior Staff Policy; and

Further that in accordance with the Policy, a Selection Committee (comprised of one member of City Council, the Chief Administrative Officer and the Commissioner of Human Resources) is authorized to begin the recruitment and selection process which will result in a recommendation to City Council for filling the position of Fire Chief. CARRIED.

5. (n) **2009 Corporate Membership Fees**

The report of the Deputy City Clerk was accepted by Council.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the report of the Deputy City Clerk dated 2009 01 12 be accepted and the recommendation to proceed with payment of the 2009 Corporate Membership Fees be approved. CARRIED.

(o) **Sault Ste. Marie Ontario/Sault Ste. Marie Michigan Joint City Council/City Commission Meeting – Wednesday, February 11, 2009**

The report of the City Clerk was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that City Council is authorized to meet in open session for the purpose of a Joint Meeting with Sault Ste. Marie Michigan City Commission on Wednesday, February 11, 2009 commencing at 2:00 p.m. in the Council Chambers, Civic Centre. CARRIED.

(p) **Financial Report @ September 30, 2008**

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

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 01 12 concerning Financial Report @ September 30, 2008 be received as information. CARRIED.

(q) **Assessment Review Board Decision – Bank Towers**

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

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the report of the City Tax Collector dated 2009 01 12 concerning Assessment Review Board Decision – Bank Towers be accepted and the recommendation that Sault Ste. Marie City Council expresses its support concerning MPAC's request that the Province of Ontario review the need for a legislative amendment to clearly define 'current value' under the Assessment Act; and

Further that a copy of this resolution be forwarded to Debbie Zimmerman, Chair MPAC Board of Directors and to Sault Ste. Marie M.P.P. David Oraziatti. CARRIED.

5. (r) **Ontario Regulation 437/08**

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

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the report of the City Tax Collector dated 2009 01 12 concerning Ontario Regulation 437/08 be received as information. CARRIED.

(s) **Essar Centre – Standing Purchase Order for Beer**

The report of the Commissioner of Community Services was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Resolved that the report of the Commissioner of Community Services dated 2009 01 12 concerning Essar Centre – Standing Purchase Order for Beer be accepted and the recommendation that Council approve a Standing Purchase Order for the purchase of beer in the amount ranging between \$200,000.00 and \$250,000.00 annually as supplied by the Brewer's Retail Inc. (The Beer Store) in order for beer to be resold at licensed events be approved. CARRIED.

(t) **Canada Post Delivery Difficulties – Queen Street East**

The report of the Commissioner of Engineering and Planning was accepted by Council.

Moved by Councillor S. Butland

Seconded by Councillor O. Grandinetti

Resolved that the report of the Commissioner of Engineering and Planning dated 2009 01 12 concerning Canada Post Delivery Difficulties – Queen Street East be received as information. CARRIED.

(u) **Engineering Services – Shannon Road Reconstruction Wellington Street to Trunk Road**

The report of the Director of Engineering Services was accepted by Council. The relevant By-law 2009-6 is listed under Item 10 of the Minutes.

(v) **Connecting Link – Revised Request for 2009 MTO Allocation – Two Root River Bridges – Great Northern Road**

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

5. (v) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Director of Engineering Services dated 2009 01 12 concerning Connecting Link - Revised Request for 2009 MTO Allocation - Two Root River Bridges - Great Northern Road be accepted and the recommendation that the firm of M. R. Wright and Associates be retained to provide design and contract administration services for the rehabilitation of the two Root River bridges on Great Northern Road be approved. CARRIED.
- (w) **Bennett Creek at Third Line Culvert Replacement**
The report of the Director of Engineering Services was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Director of Engineering Services dated 2009 01 12 concerning Bennett Creek at Third Line Culvert Replacement be accepted and the recommendation that M. R. Wright be retained to provide a control survey to monitor movements and to recommend road closures if necessary and to provide design and contract administration services for the replacement of the culvert under the 2009 Capital Works Program be approved. CARRIED.
- (x) **City of Sault Ste. Marie Sale to Parniak – 110 Yates Avenue**
The report of the City Solicitor was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the City Solicitor dated 2009 01 12 concerning City of Sault Ste. Marie Sale to Parniak – 110 Yates Avenue be accepted and the recommendation that Council agrees to the extension of the deadline by which Mr. Parniak has to build a building at 110 Yates Avenue to August 30, 2009 be approved. CARRIED.
- (y) **Closing and Conveyance of Former Walkway Abutting 91 Marconi Street to Abutting Owners**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-16 is listed under Item 10 of the Minutes.
- (z) **Closing and Conveyance of Unopened Portions of Original Road Allowance Running Northwesterly From Frontenac Street to Soo Mill Holdings Limited**
The report of the City Solicitor was accepted by Council. The relevant By-law 2009-14 is listed under Item 10 of the Minutes.
- (aa) **Hub Trail Construction – Finn Hill Area – City Contract 2008-10E**
The report of the Planning Division was accepted by Council.

5. (aa) Moved by Councillor S. Butland
Seconded by Councillor S. Myers
Resolved that the report of the Planning Division dated 2009 01 12 concerning the Hub Trail Construction – Finn Hill Area – City Contract 2008-10E be accepted and the Planning Director's recommendation that City Council award Contract 2008-10E (Hub Trail Construction – Finn Hill Area) to Pioneer Construction Inc., in the amount of \$821,320.22 (including GST); and further that City Council authorize the use of the trail funding identified for this contract be endorsed. CARRIED.
- (bb) **Tourism Gateway Development Project**
The report of the Chairman and President, Sault Ste. Marie Economic Development Corporation Board of Directors was accepted by Council.

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Chairman and President, Sault Ste. Marie Economic Development Corporation Board of Directors dated 2009 01 05 concerning Tourism Gateway Development Project be received as information. CARRIED.
- (cc) **International Relations/Global Logistics Trade Missions for 2009-2010**
The report of the Executive Director Development Sault Ste. Marie was accepted by Council.

Moved by Councillor S. Butland
Seconded by Councillor O. Grandinetti
Resolved that the report of the Executive Director Development Sault Ste. Marie dated 2009 01 06 concerning International Relations/Global Logistics Trade Missions for 2009-2010 be received as information. CARRIED.

PART TWO – REGULAR AGENDA

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

6. (2) **COMMUNITY SERVICES**

(a) **Multi-Use Indoor Sports Facility – Update**

The report of the Commissioner of Community Services was accepted by Council.

6. (2)
(a) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that the report of the Commissioner of Community Services dated 2009 01 12 concerning Multi-Use Indoor Sports Facility – Update and the interim report of the consulting team of BDO Dunwoody LLP Chartered Accountants and Advisors, Monteith Brown Planning Consultants and STEM Engineering and EOPH Architects be received as information. CARRIED.

6. (6) **PLANNING**

- (a) **Application No. A-2-09-Z – Jack Moore – 766 People’s Road – Request to Amend Zoning By-law to Permit the Operation of Insurance Restoration Contracting Business**

The report of the Planning Division was accepted by Council.

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

Resolved that the report of the Planning Division dated 2009 01 12 concerning Application No. A-2-09-Z – Jack Moore be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "C.4" (General Commercial) zone, to "C.4.S" (General Commercial) zone with a Special Exception to permit as an additional use a 'Restoration Contractor' be endorsed. CARRIED.

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

- (a) Moved by Councillor S. Myers
Seconded by Councillor J. Caicco
Whereas Sault Ste. Marie City Council understands that Nav Canada is a private non-share corporation and operates Canada's civil air navigation service; and
Whereas the City continues to be concerned about continued downsizing of services and the loss of very good paying jobs at the Sault Ste. Marie airport, an airport that is expanding its international services; and
Whereas Sault Ste. Marie City Council, the Sault Ste. Marie Airport Development Corporation and the Sault Ste. Marie Economic Development Corporation are working hard to expand flight services, both private, charter, and scheduled, to Sault Ste. Marie;
Therefore be it resolved that City Council and its Air Services Committee requests Nick Geer, Chairman of Nav Canada and John Crichton, President & CEO of Nav Canada to send a representative(s) from Nav Canada to present to City Council its future plans as to its operations here in Sault Ste. Marie and for its continued servicing of the Sault Ste. Marie Airport; and

7. (a) Further that a copy of this resolution be forwarded to the Honourable John Baird, Minister of Transport Infrastructure and Communities; Sault Ste. Marie Airport Manager Terry Bos; and Sault Ste. Marie M.P. Tony Martin. CARRIED.

- (b) Moved by Councillor L. Tridico
Seconded by Councillor F. Fata
Whereas there are recent news reports of deaths tragically due to carbon monoxide poisoning taking place in homes; and
Whereas a carbon monoxide detector in the home detects the presence of carbon monoxide which is caused by faulty fuel burning devices such as space heaters, open flames, blocked chimneys and running a vehicle inside an attached garage; and
Whereas the installation of carbon monoxide detectors in every home in Sault Ste. Marie would be the best method of prevention of carbon monoxide poisoning;
Now therefore be it resolved that appropriate city staff including the Fire Chief and City Solicitor be requested to review and report back to City Council on the feasibility of it being mandatory that all homes in Sault Ste. Marie be required to install carbon monoxide detectors. CARRIED.

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

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

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

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 01 12 be approved. CARRIED.

- (a) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-1 being a by-law to consolidate amendments to the Traffic By-law 77-200 be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (b) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-2 being a by-law to authorize the execution of a Notice of the exercise of option to convert \$8,520,000.00 of principal of a promissory note into 13,632 common shares in the capital stock of PUC Inc. be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.

10. (c) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-3 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (d) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-4 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (e) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-6 being a by-law to authorize an agreement between the City and Kresin Engineering Corporation for the design and contract administration of the reconstruction of Shannon Road from Wellington Street to Trunk Road be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (f) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-7 being a by-law to authorize an agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (g) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-8 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 various events to be held at the Airport Fairgrounds be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (h) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-9 being a by-law to authorize the construction of sanitary sewer and private drain connection and Class "A" pavement on Shannon Road from Wellington Street East to Trunk Road under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06 be read a first and second time in Open Council this 12th day of January, 2009. CARRIED.

10. (i) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-10 being a by-law to authorize the construction of sanitary sewer and private drain connections on Wellington Street East from Simpson Street to East Street under Section 3 of the Municipal Act, 2001, Ontario Regulation 586/06 be read a first and second time in Open Council this 12th day of January, 2009. CARRIED.
- (j) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-11 being a by-law to provide for interim tax levies be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (k) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-12 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 766 Peoples Road be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (l) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-13 being a by-law to authorize the execution of an agreement between the City and PUC Inc. to amend a promissory note dated August 15, 2001 be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (m) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-14 being a by-law to assume for public use and establish as a public street a portion of an unopened road allowance running northwesterly from Frontenac Street be read three times and passed in Open Council this 12th day of January, 2009. CARRIED.
- (n) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-15 being a by-law to stop up, close and authorize the conveyance of a portion of an unopened original road allowance running northwesterly from Frontenac Street to Soo Mill Holdings Limited be read the first and second time in Open Council this 12th day of January, 2009. CARRIED.

10. (o) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that By-law 2009-16 being a by-law to authorize the sale of a former 8' walkway abutting 91 Marconi Street to abutting owners Ugo and Gisella Bruni be read three times and passed in Open Council this 12th day of January, 2009.
CARRIED.

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

- (a) Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that Council shall now go into Caucus to:
1. discuss proposed disposition of vacant city-owned property near East Street; and
 2. discuss proposed disposition of city-owned property on/adjacent to Hudson Street; and
 3. discuss one labour relations matter about identifiable individuals; and
- Further be it resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED.

Councillor L. Tridico declared a pecuniary interest concerning two matters at the 2009 01 12 Council Caucus Meeting.

Councillor J. Caicco declared a pecuniary interest concerning one matter at the 2009 01 12 Council Caucus Meeting.

12. **ADJOURNMENT**

Moved by Councillor J. Caicco
Seconded by Councillor O. Grandinetti
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK

5(a)

F.O.N.O.M.
Federation of Northern Ontario Municipalities

Mac Bain
President

Vonda Croissant
Executive Director

December 22, 2008

Dear Northeastern Ontario Mayors and Reeves:

Your FONOM board of directors is requesting your municipal council endorse the following resolution that has also been supported by the Northwestern Ontario Municipalities Association (NOMA) and the Northern Large Urban Mayors (NOLUM):

"WHEREAS the Provincial Municipal Fiscal and Service Delivery Review (PMFSDR) final report was released on October 31, 2008; and

WHEREAS the PMFSDR Infrastructure Table concluded that the infrastructure investment gap per household for Northern Ontario municipalities is generally higher than other regions in Ontario; and

WHEREAS the PMFSDR Fiscal Health Table concluded that the fiscal health of Northern municipalities is poorer than other regions of Ontario; and

WHEREAS Northern Ontario municipalities are more reliant on funding from the Ontario Municipal Partnership Fund (OMPF) than other regions of Ontario; and

WHEREAS many municipalities in Northern Ontario will see a reduction in their OMPF equal to their upload benefits resulting in very little net upload benefit for several years; and

WHEREAS the net upload benefits per household for the Northern Ontario region are forecast to be well below the net upload benefits per household for all other regions of the Province; and

WHEREAS the Province has committed to review the formula for distribution of the OMPF, or its successor unconditional funding program, before 2010; now

THEREFORE BE IT RESOLVED that the Province of Ontario increase the Northern Communities Grant by \$50.00 per-household, to ensure all Municipalities in the North will receive the necessary "Required Support"; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Premier of Ontario, the Minister of Finance, all FONOM members, the Association of Municipalities of Ontario and the Provincial Leaders of the Opposition."

Sincerely yours,



Mac Bain, President



200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca

5(a)

ALERT

MEMBER COMMUNICATION

ALERT N°: 09/002

To the attention of the Clerk and Council
January 20, 2009

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

Minister Extends Consultation Period on the Waste Diversion Act Review to April 1, 2009

Issue:

The consultation period for the *Waste Diversion Act* discussion paper is **extended to April 1, 2009**.

Background:

On October 16, 2008, Environment Minister John Gerretsen released a discussion paper titled *Toward A Zero Waste Future – Review of Ontario's Waste Diversion Act*. The purpose of the paper is to solicit feedback on the legislation, the program experience associated with the Act, and a new approach to waste diversion in Ontario. **The deadline for submitting comments has been extended to April 1, 2009.** Please see AMO Alert #08/064, dated December 19, 2008.

Thank you to those municipalities that have submitted their comments in support of the AMO position by the 15th of January. For those that have not had the opportunity to respond, please submit your resolutions by April 1, 2009.

Action:

That your municipality advise the Minister of the Environment supporting the AMO position on the WDA by **April 1, 2009**. Resolutions supporting AMO position should be forwarded to the Minister at the following address:

Hon. John Gerretsen
Minister of the Environment
12th Floor - 135 St Clair Avenue West
Toronto, ON M4V1P5

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





200 University Ave, Suite 801
Toronto, ON M5H 3C6
Tel.: (416) 971-9856 | Fax: (416) 971-6191
E-mail: amo@amo.on.ca

5(a)

ALERT

MEMBER COMMUNICATION

ALERT N°: 09/001

To the attention of the Clerk and Council
January 12, 2009

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

AMO's Pre-Budget Submission calls for Increased Infrastructure Investment

Today the Association of Municipalities of Ontario put forward its Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs and Finance Minister Dwight Duncan.

A copy of AMO's 2009 Pre-Budget Submission is linked to this Alert. The Submission recognizes that significant improvements to the provincial-municipal fiscal relationship are underway as a result of the Provincial-Municipal Fiscal and Service Delivery Review. The uploading of a net \$1.5 billion a year of social assistance and court security costs by 2018 is reducing municipal costs and financial risks in the future. The Review has set a standard of provincial-municipal collaboration and partnership which will be important in the face of changing times and future challenges.

Highlights of the 2009 AMO submission include:

Predictable Municipal Funding and Stable Revenue:

1. Continued stable equalization funding for 2010 and beyond through the Ontario Municipal Partnership Fund.
2. A legislative amendment to clarify Ontario's longstanding policy of assessing current value tenanted commercial properties in the wake of the Assessment Review Board's "Bank Towers Decision".
3. The government must consider the indirect impact on municipal employers of wage settlements made by the government.

Improve Economic Development through Infrastructure Investment:

1. The Province should increase infrastructure investments and accelerate Move Ontario 20/20 transit investments.
2. The creation of a new Infrastructure Investment Fund to provide predictable levels of support over a sustained period of time to small and rural municipalities.
3. A review the *Development Charges Act* to uphold the principle that "growth pays for growth."

Green Jobs leading to a Greener Economy:

1. Further the government's energy efficiency and greenhouse gas reduction targets by establishing a dedicated infrastructure fund for municipal buildings and public housing energy audits, energy efficiency upgrades and state of good repair retrofits.
2. It encourages the development of new greener alternatives to energy production, and
3. It applauds the government's recent efforts to bring the sustainable waste management principle of "extended producer responsibility" into focus.

Action: For your information.

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



The Saturday Series



NEW FOR 2009!



"Countless" was how one councillor described the number of hours spent in meetings! How might we improve this response? You need to understand the rules if you expect to be effective in achieving your goals on council in a timely way.

This workshop will provide practical advice specific to Heads of Council, members of council, municipal Clerks and Administrators on a variety

of topics relating to council, committee and local board meeting procedures.

Members of council expect the Clerk to be the expert on parliamentary procedure. But it is not appropriate to count on the Clerk to guide every meeting. Members and the Head both must all be knowledgeable and confident in the rules governing meetings.

This Workshop will explore the elements of a successful meeting. It will provide you with the tools to find answers to your procedural questions. This is a hands-on workshop where you will participate and be asked to share your experience and expertise. We will all benefit from this shared wisdom and the practical information presented.

What will you take away?

- Knowledge of the sources of procedural rules affecting Councils
- A better understanding of what practices make your council transparent and accountable
- Practical techniques that will make council a more effective decision maker
- Useful information that you can implement at your next council or committee meeting

- This workshop will benefit members of council, including Heads of Council, municipal Clerks and Administrators.

Session will run 8:30 am to 4 pm

5(a)

Saturday Series Registration Form

REGISTER TODAY!

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to (416) 971-6191		
First Name	Last Name	
Title	Municipality	
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Location Please Select One:	Cost
February 7: Thunder Bay, Valhalla Inn, 1 Valhalla Inn Drive	\$367.50 (\$350.00 + 5% GST)
March 7: Timmins, Howard Johnson, 1800 Riverside Drive	
March 28: Perth, Code's Mill on the Park, 18 Wilson Street East	
April 4: Sault Ste. Marie: Great Northern Resort, 229 Great Northern Road	
April 25: Owen Sound: Days Inn, 950 6th Street	
May 30: Peterborough: Best Western Otonabee, 84 Landsdowne Street East	
TOTAL COST:	

PAYMENT	
Registration forms CANNOT be processed unless accompanied by proper payment.	
☐ Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	☐ Mastercard ☐ Visa
	Card #
	Name on Card
	Expiry Date
	Signature
Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the the date of the selected seminar. An administration fee of \$ 50.00 + 5% GST (\$52.50) will apply.	

For further information please contact Anita Surujdeo at asurujdeo@amo.on.ca or 416-971-9856 ext. 344, or visit AMO online at www.amo.on.ca



Effective Municipal Councillor Programme - Combined

AMO is pleased to announce that the key components of its Effective Municipal Councillor Programme (EMCP) Modules 1, 2 and 3 of the have been combined into a one-day intensive workshop.

WHAT DOES EVERY MEMBER OF COUNCIL NEED TO MASTER?

This Workshop will cover the basics of what you need to be skilled at as a member of Council by covering these topics and more:

- how municipal government manages itself and the provincial interface
- operational and capital budgeting, taxation, and financial controls
- effective strategic planning
- roles and responsibilities of members of council, staff and the public
- critical elements of an effective Council meeting
- personal responsibilities including Municipal Conflict of Interest
- time for Questions and Answers, networking with colleagues and MORE!



WHY SHOULD YOU ATTEND THIS INTENSIVE ONE-DAY WORKSHOP?

You will benefit by:

- having a clear understanding of your responsibilities and duties as a member of council
- being able to better participate in meetings
- being better prepared to take on the challenges leading to the 2010 election ●

**Sessions will
run 8:30 am to
4:00 pm with a
working lunch!**

WHO WILL BENEFIT?

- Previous attendees or any or all EMCP Modules because the material will be seen now with the benefit of your experience
- Members of council who have been appointed or elected during the term
- Members of council who have not attended any of Modules 1, 2 or 3
- Members of staff who advise members of council, and Chairs and members of committees and local boards. All too often we neglect to invest in these important people! ●

5(a)

EMCP-Combined Registration Form

REGISTER TODAY!

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to (416) 971-6191		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Location Please Select One:	Cost
March 11: Thunder Bay	\$472.50 (\$ 450.00 + 5% GST)
April 28: Kingston	
April 30: Peterborough	
May 5: Orillia	
May 7: Owen Sound	
May 21: North Bay	

PAYMENT	
Registration forms CANNOT be processed unless accompanied by proper payment.	
☐ Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	☐ Mastercard ☐ Visa
	Card #
	Name on Card
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	Signature
Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the the date of the selected seminar. An administration fee of \$ 50.00 + 5% GST (\$52.50) will apply.	

For further information please contact Anita Surujdeo at asurujdeo@amo.on.ca or 416-971-9856 ext. 344,
or visit AMO online at www.amo.on.ca



Effective Municipal Councillor Programme - Module 5

AMO is pleased to announce Module 5 of the Effective Municipal Councillor Programme (EMCP). This all new, one-day programme is designed to prepare members of municipal councils for the final half of this term.

THERE ARE A NUMBER OF RECENT CHANGES THAT AFFECT MUNICIPAL COUNCILS

EMCP 5 will look at these new requirements and review what you need to know as a member of Council. Don't miss these topics:

- Municipal Fiscal Future – Looking ahead to 2020 and beyond
- The Best of Accountability and Transparency Techniques
- Economic Development

**Sessions will
run 8:30 am to
4:00 pm with a
working lunch!**

HOW WILL YOU BENEFIT:

Module 5 will assist members of council with:

- PSAB and other reporting for 2009 and in 2010
- Provincial-Municipal Fiscal Service Delivery Report (PMFSDR) impacts
- Asset management
- Strategic Plans and Community Economic Risk Assessments
- What you need to do before the call to order!
- A closed meeting process update
- CVA looking ahead
- A primer on the municipal tools available to support economic development in your community
- And of course, an opportunity to pose your questions and network with your peers ●

5(a)

EMCP Module 5 Registration Form

REGISTER TODAY!

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to (416) 971-6191		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Location Please Select One:		Cost
March 12: Thunder Bay		\$472.50 (\$ 450.00 + 5% GST)
April 29: Kingston		
May 1: Peterborough		
May 6: Orillia		
May 8: Owen Sound		
May 22: North Bay		

PAYMENT	
Registration forms CANNOT be processed unless accompanied by proper payment.	
☐ Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	☐ Mastercard ☐ Visa
	Card #
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For further information please contact Anita Surujdeo at asurujdeo@amo.on.ca or 416-971-9856 ext. 344,
or visit AMO online at www.amo.on.ca





Association of Municipalities of Ontario

As Head of Council you are called upon daily to lead.

Are you prepared?



AMO is offering two (2) training/networking opportunities:

1. Heads of Council Training

Are you a High Impact Leader?

Are you a leader in title only?

Is leadership about making speeches and being liked?

What must I do? What can I do?

How do I manage it all?

What does the job entail?

What must I do to manage the intent of all laws affecting municipal government?

Explore what leadership requires on a daily basis and in a crisis.

Join fellow Heads of Council for a one-day training session exploring:

- Leadership styles
- Leading from influence rather than authority
- Situational management
- Effective Public speaking techniques
- Media relationship management
- Intergovernmental relations
- Networking

2. Heads of Council Forum

We have received an overwhelming number of requests from Heads of Council who have attended previous AMO Heads of Council Leadership Workshops, asking for an opportunity to meet on an annual basis. As a result, we offered a Leadership Forum in Ottawa last August at the 2008 AMO Conference. This Leadership Forum was tremendous success.

The Heads of Council Forum will be repeated with new, updated material on Sunday, February 22, 2009 in Toronto at the AMO offices, and Sunday, August 16, 2009 in Ottawa prior to the 2009 AMO Annual Conference. These Leadership Forums will provide for continuing dialogue amongst Heads of Council, and will include an update on current issues, including strategic financial topics. The Forums will also allow for discussion amongst peers regarding problems which are specific to their circumstances as heads of council.

Here is what some past participants said:

"This workshop will make me a better leader. I enjoyed the networking with my fellow mayors."

"Excellent program. Exceeded my expectations."

"This program is a good reminder of a number of points that must be brought forward at all times; even for Mayors who have been around for some time."

Don't miss out. Register today!

5(a)

Heads of Council Registration Form

SIGN UP TODAY! DON'T MISS OUT.

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to (416) 971-6191		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Location Please Select One:	Cost
Heads of Council Training:	
February 21: Toronto, AMO Office, prior to OGRA/ROMA Conference	\$ 472.50*
August 15: Ottawa, Westin Hotel, prior to AMO Annual Conference	\$ 315.00*
Heads of Council Forum:	
February 22: Toronto, AMO Office, prior to OGRA/ROMA Conference	\$ 472.50*
August 16: Ottawa, Westin Hotel, prior to AMO Annual Conference	\$ 315.00*
Attend both sessions and receive a 10% discount (pre-GST)	\$ 708.75*
TOTAL COST:	

* Includes 5% GST, Training \$450 + GST, Forum \$300 + GST, Both sessions with discount \$675 + GST

PAYMENT	
Registration forms CANNOT be processed unless accompanied by proper payment.	
☐ Cheque payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6	☐ Mastercard ☐ Visa
	Card #
	Name on Card
	Expiry Date
	Signature
Refund Policy: Cancellations must be made in writing and received by AMO 14 days prior to the the date of the selected seminar. An administration fee of \$ 50.00 + 5% GST (\$52.50) will apply.	

For further information please contact Anita Surujdeo at
 asurujdeo@amo.on.ca or 416-971-9856 ext. 344,
 or visit AMO online at www.amo.on.ca





Office of the City Clerk

5(b)

January 7, 2009

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

Dear Sirs:

RE: MOTION (3), JANUARY 6, 2009 – CHRISTMAS WRAPPING PAPER

I would confirm that at the regular meeting of Kingston City Council held on January 6, 2009, the attached Motion (3), was approved.

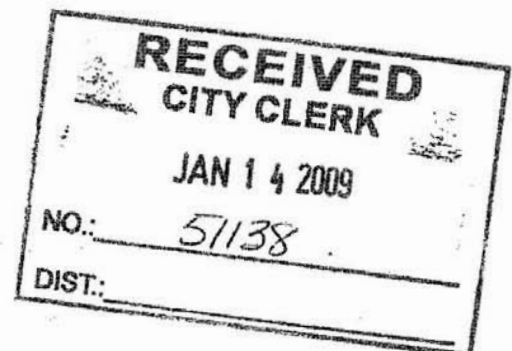
Yours truly,

Carolyn Downs
City Clerk

/ki

Cc: Councillor S. Garrison

Our File No.



The Corporation of the City of Kingston
216 Ontario Street, Kingston, ON K7L 2Z3

Phone: (613) 546-4291 ext. 1245

Fax: (613) 546-5232

ghunt@cityofkingston.ca



MOTION (3), APPROVED BY KINGSTON CITY COUNCIL AT ITS REGULAR MEETING HELD ON JANUARY 6, 2009:

(1) Moved by Councillor Garrison

Seconded by Councillor Matheson

WHEREAS the City of Kingston has established a goal to increase its waste diversion rate to 65% by 2012;

AND WHEREAS, despite the fact that the Christmas holidays are supposed to be a time of peace and goodwill, the waste sent to landfill as a result of our actions over the Christmas holidays increases due to the excessive packaging of gifts and the fact that most wrapping paper is not recyclable. As a result, it could be argued that our actions in this regard are not in keeping with the spirit of the holidays;

AND WHEREAS, in December 2008, the City of Toronto approved report PW20.1 entitled "Proposed Measures to Reduce In-Store Packaging Waste and Litter, Municipal Hazardous and Special Waste and Plastic Water Bottles", which includes the establishment of a working group to explore options available to reduce excessive packaging.

THEREFORE BE IT RESOLVED THAT the City of Kingston requests that the federal and provincial governments develop legislation requiring that all wrapping paper sold and manufactured within their respective jurisdictions be recyclable, with a goal to establishing an eventual ban on the sale and use of non-recyclable wrapping paper within their respective jurisdictions;

BE IT FURTHER RESOLVED THAT staff develop a communications strategy to be implemented prior to Christmas 2009, encouraging Kingstonians to adopt more environmentally-friendly practices regarding gifts including but not limited to:

- a. Using recyclable paper to wrap gifts, or reusable gift bags, instead of non-recyclable wrapping paper
- b. Reusing reusable gift bags before purchasing new ones
- c. Encouraging citizens to purchase gifts from manufacturers, companies and retailers who sell products that do not use excessive packaging
- d. Encouraging local retailers, suppliers and businesses to use their influence to encourage manufacturers and companies to reduce excessive packaging in their products
- e. Encouraging local retailers and suppliers of non-recyclable wrapping paper to use their influence to encourage manufacturers of non-recyclable wrapping paper to develop and sell only recyclable wrapping paper;

AND FURTHER THAT such strategies including financial considerations be referred to Environment, Infrastructure and Transportation Policies Committee (EITP) for consideration and recommendation to Council;

AND FURTHER THAT staff monitor the work of the Packaging Reduction Working Group of the City of Toronto and the work of other municipalities in regards to packaging reduction in order to develop recommendations for action that could be taken by the City of Kingston in the future to reduce excessive packaging in the City of Kingston;

AND FURTHER THAT the Kingston Environmental Advisory Forum (K.E.A.F.) be requested to consider this resolution and provide input to staff and the Environment, Infrastructure and Transportation Policies Committee on the matters outlined herein;

AND FURTHER THAT a copy of this resolution be forwarded to Prime Minister Stephen Harper, Premier Dalton McGuinty, Hon. Hugh Segal, Senator for Kingston, Frontenac, Leeds, Hon. Peter Milliken, M.P. for Kingston and the Islands, Hon. John Gerretsen, M.P.P. for Kingston and the Islands, the provincial and federal ministers and party critics responsible for the Environment, Industry, Trade, Consumer Affairs, Science and Technology, FCM, AMO and all municipalities on our regular information and endorsement distribution list.

CARRIED AS AMENDED

City of Kingston, 216 Ontario Street, Kingston, Ontario, Canada K7L 2Z3

City Clerk's Department, Corporate Services Group

Phone: (613) 546-4291 ext. 1247 Fax: (613) 546-5232 cdowns@cityofkingston.ca

5(c)

January 2009

To: Mayor John Rowsell & City Council

From:

Martin McCarthy
27 Partridge Court,
Sault Ste. Marie, On
P6B 6C8

I would like to offer a proposal concerning a portion of the waterfront property, known locally as the Gateway Project. This area of approximately 2.6 acres, is bordered on the west by the Fort Creek, and on the east by St. Mary's River Drive and adjoining apartment buildings. (See attached Map)

This parcel of land has an abundance of shrubbery, Deciduous & Coniferous trees. It offers the potential to develop into an attractive downtown park, accessible to Tourists & Citizens alike. It would be highly visible to tourists utilizing the Agawa Tour Train, the Casino & the Station Mall. It would offer a cool oasis to those using the Boardwalk, and be a magnet to the downtown area.

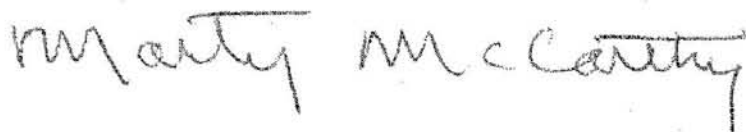
Currently this area invites potential criminal activity, in proximity to Senior's housing. However the remainder of this waterfront is sold; I feel retention of this unique wooded area would benefit the populace for many years to come.

Remember the foresight of those who set aside the Bellevue Park acreage. Do not miss this opportunity to retain waterfront green-space for our City!

I am asking City Council to reconsider this portion of the 'Gateway property'.

Thank you for your attention.

Yours truly,

A handwritten signature in cursive script that reads "Marty McCarthy". The signature is written in dark ink and is positioned below the "Yours truly," text.

Marty McCarthy,

Ph: 705 - 254-6351

E: mmccarthy@shaw.ca

General Observations: Re: proposed Fort Creek Waterfront Park

While trying to gather support for a proposed Fort Creek Waterfront Park, I have been exposed to the following opinions from business owners and citizens....

Many feel City Council needs to re-evaluate the direction of the Gateway Project; and expressed frustration that Council is not more directly involved. They question the accountability of the EDC or any potential task force, as they are not elected officials. Many regret that input from local citizen & business owners has not been solicited in the past.

Regret has been expressed that this highly visible city-owned property still remains an eyesore, which has encouraged unsavory and illegal activities. A Park on this historically significant waterfront has captured the imagination of Business owners in the area.

Perhaps it is the time for City Council to take the lead in looking for other solutions. Any potential investors for the remaining acreage would be attracted by an adjoining scenic green space.

If Council were to entertain the idea of creating a Park, some thoughts come to my mind.

#1 ..Initially, the city could assess the ability of its own resources to initiate a general clean up of the site, utilizing its present work force & equipment. A longer term 3-5 year plan could be developed to explore all potentials, including funding. A soil assessment would presumably be mandatory.

#2 ..The proposed Fort Creek Park site should be considered important from a Historic Sites perspective. History books document the gatherings of Native & European peoples on the land east of the Sault Rapids, from the early 1600's. (See North West Company Map of 1797 and additional sheet on "Historical References").

This whole area is rich in history, including the St. John's Anglican Memorial Hall at 136 John St. (a Historic Site) as well as a replica of the Canoe Lock next to St. Mary's Paper Co offices on Huron St. Investigation by the appropriate Boards, and possible designation as such, could lead to opportunities for provincial or federal funding.

Displays related to this history could be displayed in this park area, and could lead to other initiatives attractive to Tourists. Sault Ste. Marie has sadly neglected the telling & portraying of its own ancient story, to tourist & citizen alike.

#3...If this project is given approval, the city could consider contacting Sault College for their interest in using students for identification of tree & plant forms on the property, as part of curriculum. History projects could also be developed at the elementary, secondary and College levels.

(OVER)

#4 ... **Re: Enclosed Map of Potential Park: After this data was developed, it was suggested that the ACR might own a small strip of land running parallel to the St. Mary's River Drive. Clarification of this point will be required. **

#5 ..Most of the enclosed letters and signed Petitions are from Business Owners in the area surrounding the Fort Creek waterfront.

~~~~~

Thank you for your interest in the above comments. Marty McCarthy



## Historical References

Quotes from book by Frances M. Heath, 1988 **"Sault Ste. Marie -- City by the Rapids"**

**Page 29:** "The North West Company post at Sault Ste. Marie was originally located on the south shore of the St. Mary's River. Following the signing of the Treaty of Utrecht, which was negotiated in 1794, and became effective in 1796, the British were legally obligated to vacate all forts and posts located in American territory. In compliance with this legislation, the North West Company transferred its post to the north shore of the river and obtained rights from the Ojibway chiefs and tribal elders to occupy a site not far from the foot of the St. Mary's rapids. (#1 \*\*see enclosed Map of 1797.) The Post the Company constructed consisted of several buildings, including living quarters, storage houses, and numerous outbuildings, as well as a sawmill. Then in 1797, they began construction of a canoe lock. (#2) The completion of the Lock in 1798 greatly facilitated the movement of men, supplies, furs, and canoes around the natural barrier created by the rapids. This lock eliminated the need to portage heavy loads (around the rapids) at Sault Ste. Marie."

### **Date of Explorers arrival at Sault Ste. Marie (Bawating) -- Pages 21-33**

All of these newcomers would have set up camp at the 'foot of the falls' in the Fort Creek area, as the rapids prevented navigation, and were the source of abundant sturgeon & whitefish.

1618 Etienne Brule (page 22) ... In 1622, he renamed this area 'Sault du Gaston' in honor of the brother of King Louis of France.  
 1634 Jean Nicolet  
 1642 Fathers Isaac Jogues & Charles Raymbault (Jesuits)  
 1659 Pierre Radisson & Medard Groseilliers  
 1668 Father Jacques Marquette.. Established first Mission, and renamed this location 'Sault Ste. Marie'  
 1765 Alexander Henry  
 1779 North West (Fur) Company formed  
 1808 Charles Ermatinger  
 1821 The North West Company was taken over by the Hudson's Bay Co., which continued to maintain the Post at Sault Ste. Marie.

**\*\*Attached North West Company map dated 1797 contains the following references...**

(#1)....See note opposite Fort Creek in St. Mary's River: 'Foot of the Falls'  
 (#2)....See Fort Creek... 'creek navigable for canoes'

5(c)

RE: Fort Creek  
Sault Ste. Marie, Ontario.

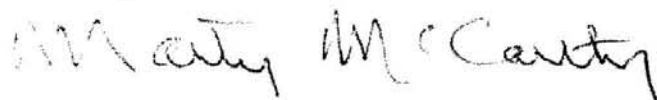
(Information sheet only)

If the city of Sault Ste. Marie were to establish a waterfront green space around the outlet of Fort Creek, the services of the local Department of Fisheries & Oceans could be utilized.

This federal department has a 'Habitat Management Division'-- which could be used to perform a biological assessment of this section of Fort Creek, with a view to improving its quality and esthetic appeal.

I have discussed Fort Creek with the staff at this division; and they available to provide input if called upon. We are fortunate to have this division in the city, as their expertise in this area could be easily accessed.

Sincerely,

A handwritten signature in cursive script that reads "Marty McCarthy". The signature is written in dark ink and is positioned below the word "Sincerely,".

Marty McCarthy

5(c)

## Citizen Support of Waterfront Parkland

Being a Sault Ste. Marie resident, I would encourage City Council to at least consider, the idea of developing a 2.6 acre portion of waterfront area into parkland. The area suggested, (part of 'the Gateway Project') would be bordered on the east by the Station Mall properties, and on the west by Fort Creek.

Name: PAT MIZZI  
 Address: 1 QUEEN WEST.  
 Business Owner ..? WENDY'S RESTAURANT.

Name: GRANT HARPER  
 Address: 165 QUEEN ST E  
 Business Owner ..? WESTERN AUTOMOTIVE

Name: Chuck Febbraro  
 Address: 13 Queen St E  
 Business Owner ..? Ernie's Coffee Shop

Name: Sylvia Storgaen  
 Address: 801 Queen St  
 Business Owner ..? HARRAZO'S

Name: Bob Mah  
 Address: 656 Gt. Northern Rd.  
 Business Owner ..? Lucky 7 Food Mart.

Name:  
 Address:  
 Business Owner ..?

Name:  
 Address:  
 Business Owner ..?

Name:  
 Address:  
 Business Owner ..?

Name:  
 Address:  
 Business Owner ..?

5(c)



BY CHOICE HOTELS

January 6, 2009

Mr. Martin McCarthy  
27 Partridge Court  
Sault Ste. Marie, ON  
P6B 6C2

Dear Mr. McCarthy:

I would like to offer my support to the proposal of cleaning up the forested area of the proposed Gateway site. This is the most easterly part of the property between Fort Creek and St. Mary's River Drive.

This property could still be used as part of any proposed development however, it would be much more attractive to tourists and the local community if we could use it in more of a park type setting in the interim. I am sure that it would also be more attractive to any interested developer.

Sincerely,

Bruce LaFleur, CHA  
Quality Inn  
G.M.

5(c)

JAN 9-09

PLEASE BE ADVISED THAT  
CENTRAL OIL-GAS - RAP ON  
24 QUEEN ST. WEST JS IN  
FAVOUR OF THE FORT CREEK  
PROPOSAL BY MR. McARTHY.  
WE FEEL THE IMPACT AS  
WELL AS NEXT TO KNOWING  
ITS POTENTIAL THIS WOULD SERVE  
AND ENHANCE THE AREA.

THANK YOU

Tom Alsch





"SEE JOE . . . SAVE DOUGH"

40 QUEEN STREET EAST - SAULT STE. MARIE, ONTARIO P6A 1Y3 - (705) 253-2361

December 29, 2008

To Whom it May concern:

This is a letter of support for Marty McCarthy's proposal for the 2.6 acres of unused land by the waterfront. We believe that it would be extremely beneficial for that section of land to be turned into a park. Besides adding to beauty of our natural riverfront, it would provide a beautiful, quiet place for the local citizens to enjoy our natural "gifts".

Thank you,

Joe and Ginette Stortz

5(c)



**Algoma Central Properties Inc.**

a subsidiary of Algoma Central Corporation  
293 Bay Street, Sault Ste. Marie, Ontario, Canada P6A 5P6 Phone (705) 946-7239 Fax (705) 946-2360

Johannes (Hans) C. Geenen, Property Manager  
Direct 705-946-7247  
E-mail hgeenen@algonet.com

January 5, 2009

To Whom it May Concern:

Most recently Mr. Marty McCarthy approached me regarding the intended Gateway property and the deplorable condition of the extreme easterly portion of this intended development.

As part of his concern he provided me with a mock up of how this section of land on the eastern border of the proposed development could be transformed into a use that would deter further erosion of the site.

I whole heartedly agree with Mr. McCarthy that In the last 20 years the site has continually become a magnet for vagrants, drug users and shoplifters. Mr. McCarthy's proposal to create a park like setting would possibly deter this type of activity and transform the site into a people oriented space.

Security Officers employed at Station Mall have observed numerous trespassers, thieves and other unwanted persons utilizing this area and using its bushes and trees to shelter their activities.

We wish Mr. McCarty well in his efforts to revitalize this area.

5(c)



**Algoma District School Board**

644 Albert St. East  
Sault Ste. Marie  
ON P6A 2K7  
Telephone: (705) 945-7111  
FAX: (705) 942-2540  
www.adsb.on.ca

CHAIR  
Wanda McQueen

DIRECTOR OF EDUCATION  
Mario F. Turco

January 20, 2009

**Re: Proposed Fort Creek Park**

To Whom It May Concern:

The Algoma District School Board supports any project that provides a safe environment for our students and our city.

The proposed Fort Creek Park on St. Mary's Drive and Bay Street is in close proximity to one of our elementary schools, Etienne Brule Public School. This area if developed as a park would provide another "Green" area for our students and their families to enjoy.

The Algoma District School Board supports the proposal concerning the creation of the Fort Creek Park in our city.

Thank you.

Sincerely,

Kime Collver  
Superintendent of Education

KC/sp

c.c. - Mario Turco, Director of Education

## Citizen Support of Waterfront Parkland

Being a Sault Ste. Marie resident, I would encourage City Council to at least consider the idea of developing a **2.6 acre portion** of waterfront area into parkland. The area suggested, (part of 'the Gateway Project') would be bordered on the east by the Station Mall properties, and on the west by Fort Creek.

Name: SAM LTPORC

Address: 320 John St.

Business Owner ..? Steele Shoes

keep part of the Downtown Green

Name: HERBERT LASH SR.

Address: 308 JOHN STREET

Business Owner ..? H. R. LASH LTD. 759 3785

*Herb Lash*

Name: CHUCK DREWITT

Address: 497 QUEEN ST. E.

Business Owner ..? ART GABRIEL'S MEN'S SHOP

*Chuck Drewitt*

Name:

Address:

Business Owner ..?

Name:

Address:

Business Owner ..?

Name:

Address:

Business Owner ..?

Name:

Address:

Business Owner ..?

Name:

Address:

Business Owner ..?

Name:

Address:

Business Owner ..?

5(c)

Dr. Grace Tridico  
32-B Queen St. E.  
Sault Ste. Marie, ON  
P6A 1Y3

City of Sault Ste. Marie  
C/O Mayor Rowswell & Members of Council  
Civic Centre, 99 Foster Dr.  
Sault Ste. Marie, ON

January 20, 2009

Dear Mr. Mayor & Council Members,

**RE: PROPOSED PARK @ WATERFRONT**

I have recently learned about the proposal coming before Council with respect to the potential development of a park area on the west end of the downtown waterfront. As a business proprietor and building owner of a number of properties in the immediate vicinity, I am in support of such a development.

I understand that the City may have had plans for future development of the proposed site, however, none of which came to fruition. The proposed area of approximately 2 acres of land is a small enough portion which could be set aside for "green space" and at the same time, leaving a considerable piece of land for business development. The green space will invariably compliment any potential business development in the immediate area.

Aside from a park's esthetic qualities, parks promote healthier lifestyles via trees improving air quality to citizens utilizing the space for active exercise. Its proximity to the boardwalk and the considerable distance between this proposed site and Bellevue Park further support the proposed plan of a park.

Along with walking trails, children play areas and seating, I personally would like to see a large water fountain on the property, similar to the one on the waterfront in Sault Ste. Marie, Michigan.

One concern that would need to be addressed and further studied with respect to the site location is the potential and likelihood of contaminated soil, given the history of use at this site. This specific concern will likely need to be addressed regardless of what is developed on this proposed site.

I encourage each member of Council to support this proposal, pending the appropriate studies on the soil. There can never be enough green spaces in our community and certainly never enough in the downtown area.

Sincerely,



Grace Tridico, D.C.

5(c)



January 21, 2009

To Whom It May Concern:

I absolutely support the proposal to clean up and build a park on the waterfront property known as the gateway project. It is always important for visitors to this city, via the U.S.A., to have a good first impression of just how beautiful this city is.

Sincerely,

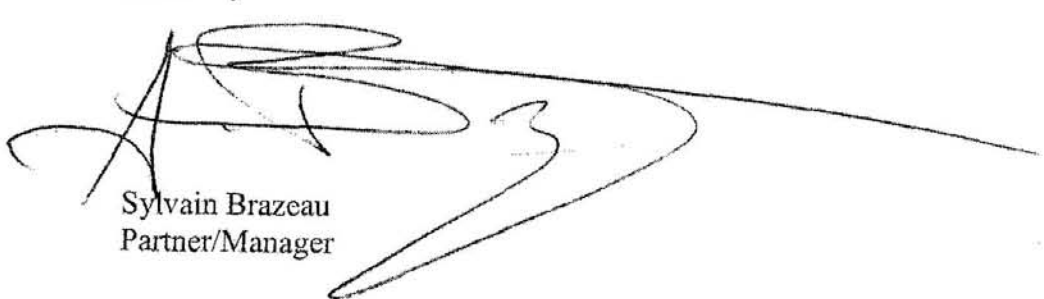
Chuck Drewitt



January 19, 2009

I strongly support the proposal to clean up and build a park on the portion of the waterfront property known as the gateway project.

Sincerely



Sylvain Brazeau  
Partner/Manager

# SAH won't get funding for thoracic surgery

JAN. 14 SAULT THIS WEEK

**FROM REMY BEAUDOIN, CEO, NE LHIN:** I would like to clarify a few issues made by Dr. Peter Chow in his Letter to the Editor [Sault This Week online] on Tuesday, Jan. 6, 2009.

Firstly, the NE LHIN fully agrees with Dr. Chow's assertions that Sault Ste. Marie needs more physicians and specialists. In fact, our entire 400,000 square kilometre NE LHIN continues to be in need of a wide range of health care professionals.

The recruitment of such professionals to Ontario's North East is vital to the health and sustainability of our region. Municipalities from across our LHIN have active recruitment policies in place and the work of HealthForceOntario is vital in this regard.

The NE LHIN did not unanimously decide that all chest surgery will be referred from Sault Ste. Marie to Sudbury. Early in 2008, as a result of discussions with key stakeholders from across North East Ontario, there was agreement to do a review of surgical services being delivered in hospitals in the region. Steering Committee and Task Force members, which include health care representatives from across the region including physicians, set out to review the surgical volumes and required resources to meet the surgical needs of citizens living in our LHIN.

In July 2008 the Surgery Optimization Steering Committee recommended the following with respect to thoracic surgical services in the North East:

- Sudbury Regional Hospital (HRSRH) should be designated as a Level 1 thoracic surgical oncology centre; and

- Sault Area Hospital (SAH) should be designated as a Level 2 thoracic surgical oncology centre, with a

formalized relationship with Sudbury Regional Hospital; and

- North Bay General Hospital should cease to provide thoracic surgical oncology and should refer patients to HRSRH (or SAH) for their surgical procedures.

The NE LHIN Board of Directors endorsed these recommendations which would see the continuation of thoracic surgery in Sault Ste. Marie.

Subsequently, Cancer Care Ontario (CCO) supported the recommendation to designate Sudbury as a Level 1 centre but did not support the recommendation for Sault Area Hospital to be a Level 2 centre. (CCO is the provincial body that funds thoracic oncology surgery.)

CCO will be supporting designated Level 1 centres through the allocation of cancer surgery wait times funding for thoracic procedures, and no thoracic cancer surgery funding will be allocated outside of the level 1 centre for Northeastern Ontario.

Should SSM wish to continue to undertake thoracic surgeries, the SAH would not receive the wait times funding for those surgeries (as is the case now). (It should be noted that not all chest surgery would need to be transferred to Sudbury; only thoracic oncology surgery would need to be treated to a Level 1 designated facility.)

The NE LHIN Board of Directors is now reviewing the CCO decision. The needs and interests of both the patients and physicians of Sault Ste. Marie will be considered in the next steps.

In addition, discussions with SAH are underway given the financial implications of continuing to offer surgeries that are not funded by the CCO.

The NE LHIN and the Surgical Optimization Steering Committee

have no plans to "downgrade SAH to a referral centre for Sudbury". The goal of the Surgical Optimization Steering Committee is to ensure future access and quality of care of surgical services. Recommendations from the various task forces will be reviewed in this light at the NE LHIN Board of Directors meeting on January 30, 2009.

Given the NE LHIN's vision of "health and wellness for all", ensuring access and quality of care for all people of North East Ontario, regardless of their location, is front and centre of every decision made at the NE LHIN.

Our Board member for Algoma Planning Area, Peter Vaudry, continues to be extremely active in ensuring this vision is maintained and that the people of Algoma are provided with the most viable opportunities for quality health care as those people living in other parts of our region.

During this period of economic restraint, the cost of delivering health care is being scrutinized at every level by all stakeholders, including those who fund the services and those who provide the services. The current economic downturn will impact the funds available for all provincially funded services, including health care in Ontario. In these times of uncertainty, we have to be mindful that changes to status quo may be necessary.

However, on behalf of the NE LHIN, I can assure readers that your LHIN, which is responsible for planning, funding and integrating health care services within North East Ontario, will continue to base decisions in the best interest of the patients and health and wellness of the people of our region.

5(d)

[« Back](#)

## We won't have enough surgeons to handle need

Posted 14 days ago

FROM PETER H. CHOW, MD, Queen Street East: Living in Sault Ste Marie is like being the frog in the big pot of water slowly heating on the stove. The water warms up so gradually that the frog feels no urgency to jump out. By the time the water gets very hot and the frog feels distressed enough to act, it is too late. Frog soup.

The progressive, gradual erosion of health care availability is analogous to the water heating up in the frog's pot of water.

More than a month ago, Dr. Patrick O'Neill passed away. He was the last Ear, Nose and Throat specialist in Sault Ste. Marie. Twenty years ago we had three ENT specialists. Dr. O'Neill worked literally up to the day he died. I think this was because he realized he was the last ENT doc left. He served many years as chief of staff at the General Hospital. He suffered a stroke from which he made substantial recovery. In a nice gesture of appreciation for years of service, the SAH revoked all his active privileges, even though he was fully capable of dealing with ENT problems that didn't require an operating room.

Sault Ste. Marie has always had a thoracic (chest) surgeon for more than 45 years, first Dr. Alban Lalonde, and lately Dr. Joseph Reich. Dr. Reich has been performing between 30 and 40 chest ORs a year for more than 10 years and he has always done excellent work. Some of these cases involve chest trauma where his surgical intervention has been lifesaving. After this year, these same injuries will be fatal, with the patient ending up not in the OR, but in the morgue.

The Local Health Integration Network, whose head is in North Bay, has decided that all chest surgery will be referred to Sudbury. Sault Ste. Marie needs the SAH and our representative on the LHIN to be much more assertive in fighting to maintain services in our city. Dr. Sam Fratesi at least will be allowed to continue with his limited vascular surgery, but the LHIN has decreed that after he retires, that is the end of vascular surgery in Sault Ste. Marie. What do you think Dr. Reich should do with his training in thoracic surgery?

Oncology beds and outpatient services will be reduced in the new hospital, despite the fact that Sault Ste. Marie has an aging population (our median age is approaching 50 years) which only spells the need for more oncology services, not fewer. Dr. David Walde is resigning early in protest and it is proving very difficult to find new oncologists to come to SAH to replace him. Wonder why? What happened to the radiation bunker? As Dr. Walde points out, a radiation bunker isn't much good with no oncologists.

On Boxing Day, my mother accompanied an 81-year-old Chinese friend to SAH with a broken wrist. I went down after they had been waiting for six hours, took her to X-ray and put her in a cast myself. While I was there I helped the doctor (who was trying to run back and forth from the core ER) and treated and discharged eight more patients, seven of whom had been waiting about six hours. The ER docs and nurses do a superb job dealing with heart attacks and true emergencies. Unfortunately, the deferrable cases wait. The public cannot be expected to determine what is a "true emergency" all the time. Plus, there are 12,000 people with no family doctors.

Sault Ste. Marie desperately needs more doctors, especially family doctors. There is an ominously large number of doctors approaching the bubble of retirement. The SAH and the city of need to make it more attractive and feasible for new docs to come here.

The LHIN and the Ministry of Health should reconsider their plans to downgrade SAH to a referral centre for Sudbury. Sault Ste. Marie and North Bay have the same number of specialists.

The critical difference is that North Bay has 274 specialists within two hours; 6,156 specialists within four hours; and 11,668 specialists within six hours.

On the other hand, Sault Ste. Marie has 70 specialists within two hours, 249 within four hours and 357 within six hours.

Sault Ste. Marie needs to attract new businesses and industry to grow. Mayor John Rowsell and City staff know how important health care availability is in the decision of prospective employers to locate here. Right now Sault Ste. Marie is not ready for business.

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5(e)

Ministry  
of the  
Environment

Office of the Minister

135 St. Clair Ave. West  
12th Floor  
Toronto ON M4V 1P5  
Tel (416) 314-6790  
Fax (416) 314-6748

Ministère  
de  
l'Environnement

Bureau du ministre

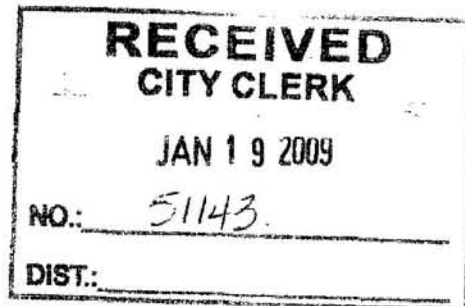
135, avenue St. Clair ouest  
12<sup>e</sup> étage  
Toronto ON M4V 1P5  
Tél (416) 314-6790  
Télé (416) 314-6748



ENV1283MC-2008-4412

January 12, 2009

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



Dear Ms. Irving:

Thank you for your letter of November 19, 2008 regarding street level air quality monitoring in Ontario.

As Ontario's Minister of the Environment, I assure you that good air quality and protecting the health of the people of Ontario are top priorities of this government and a responsibility we take seriously. My ministry is actively engaged in air quality monitoring across Ontario and continues to develop its monitoring and reporting to meet the needs of Ontarians.

The ministry is currently providing support for a local initiative by the City of Ottawa to study vehicular traffic and street-level air quality in the National Capital Region of Ottawa-Gatineau. In addition, the ministry has agreed to assist Halton Region in their study on the relationship between air pollution and traffic patterns. These are two studies that will provide the scientific basis from which to assess air quality and provincial and local air quality monitoring activities.

Within Sault Ste. Marie, routine air monitoring in the vicinity of Essar Steel Algoma Inc. is carried out at several locations near the steel mill. The data from these stations indicate air quality levels in the local community near Essar Algoma Steel Inc, but does not represent air quality for the City of Sault Ste. Marie. The general air quality trends in Sault Ste. Marie are reflected in air quality data from the ministry's ambient Air Quality Index (AQI) at Sault College. For more information about air quality in Ontario, including Sault Ste. Marie, I encourage you to refer to the Air Quality in Ontario 2006 Report that is accessible on-line at <http://www.ene.gov.on.ca/publications/6552e.pdf>.

In addition to our current index, Ontario is working with the federal government to develop a new Air Quality Health Index (AQHI), a health-based index relating real health outcomes to air pollutant data in Canadian cities. The AQHI reflects the significance of vehicular emissions, such as nitrogen oxides, to health outcomes.

...2

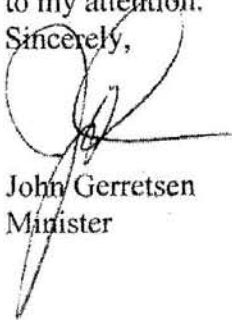


Ms. Donna P. Irving  
Page 2.

I am pleased that Council has invited local ministry staff to update members of the City Council with respect to monitoring and current abatement activities related to air quality in Sault Ste. Marie. I understand that the presentation will take place on January 12, 2009. If you have any further questions, please contact Mr. Rod Stewart, Area Supervisor, Sault Ste. Marie Area Office at 705-942-6384, or by e-mail at [Rod.Stewart@ontario.ca](mailto:Rod.Stewart@ontario.ca).

I trust this information is helpful. Thank you, again, for bringing your comments and concerns to my attention.

Sincerely,



John Gerretsen  
Minister



# CITY COUNCIL RESOLUTION

5(e)

Agenda Item

Date: November 17, 2008

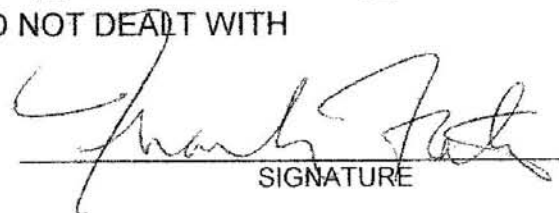
MOVED BY  
SECONDED BY

Councillor  
Councillor

S. Butland  
J. Caicco

Resolved that Council write the Minister of Environment for a response to the Environmental Commissioner's annual report indicating that the air quality rating system may be "flawed"; and  
Further be it resolved that the letter request consideration of the Ministry to invest in street level air quality monitoring devices which will more accurately monitor the quality of air in Ontario cities.

☒ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED  
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH

  
SIGNATURE

|                                                             |                                                      |                                          |
|-------------------------------------------------------------|------------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> C.A.O.                  | <input type="checkbox"/> Comm. Community Services    | <input type="checkbox"/> Mayor           |
| <input checked="" type="checkbox"/> City Solicitor          | <input type="checkbox"/> Comm. P.W. & Transportation | <input type="checkbox"/> Dir. Libraries  |
| <input checked="" type="checkbox"/> Comm. Finance/Treasurer | <input type="checkbox"/> City Clerk                  | <input type="checkbox"/> E.D.C.          |
| <input checked="" type="checkbox"/> Comm. Eng. & Planning   | <input type="checkbox"/> Fire Chief                  | <input type="checkbox"/> Cons. Authority |
| <input type="checkbox"/> Comm. Human Resources              | <input type="checkbox"/> Police Chief                | <input type="checkbox"/>                 |



5(f)



Algoma  
PUBLIC HEALTH  
Santé publique Algoma

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

**Blind River**  
Community  
Services Centre  
15 Hanes Avenue  
P0R 1B0  
Tel: 1 (705) 356-2551  
TF: 1 (888) 211-4739  
Fax: 1 (705) 356-2494

January 9, 2009

To All Municipalities in the Algoma District

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

**Re: 25 in 5: Network for Poverty Reduction Plan**

Dear Sir/Madam:

The Algoma Public Health Board would like to share the enclosed information on 25 in 5 Network for Poverty Reduction Campaign in Ontario. A copy explaining the Action Plan for our provincial government is enclosed. This campaign aims to help reduce poverty by 25% in 5 years.

**Sault Ste. Marie**  
Civic Centre  
99 Foster Drive  
P6A 5X6  
1st Floor  
6th Floor  
Tel: 1 (705) 759-5287  
TF: 1 (866) 892-0172  
Fax: 1 (705) 759-1534

The Algoma Public Health Board passed the enclosed resolution at their December 17, 2008 Board meeting in support of the 25 in 5 Poverty Reduction Campaign and is forwarding this to all municipalities in Algoma to look at endorsing the plan.

126 Queen Street East  
P6A 1Y5  
Tel: 1 (705) 942-3103  
Fax: 1 (705) 942-9915

This project could make a tangible difference in people's lives and we need to ensure that the 25 in 5 target will be met.

Sincerely,

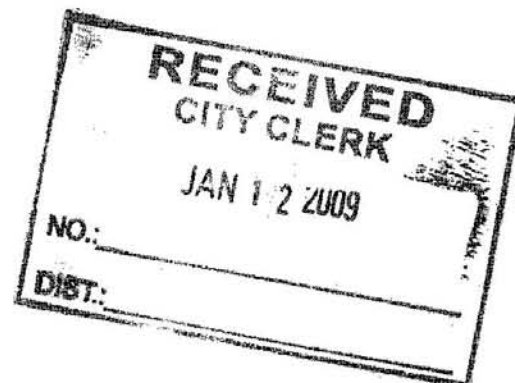
186 East Street  
P6A 3C6  
Tel: 1 (705) 759-3937  
Fax: 1 (705) 759-2105

  
Guido Caputo, Chair  
Algoma Public Health Board

Enclosures

63 East Street  
Unit 1  
P6A 3C4  
Tel: 1 (705) 759-1844  
Fax: 1 (705) 759-5953

**Wawa**  
18 Ganley Street  
P0S 1K0  
Tel: 1 (705) 856-7208  
TF: 1 (888) 211-8074  
Fax: 1 (705) 856-1752



5(f)



Algoma  
PUBLIC HEALTH  
Santé publique Algoma

RESOLUTION NO. 2008-116

DATE: December 17, 2008

MOVED:

Myers

SECONDED:

Capillo

THAT the Algoma Public Health Board supports the 25 in 5 Network for Poverty Reduction Campaign in Ontario. This campaign aims to reduce poverty by 25% in 5 years.

FURTHERMORE, that all municipalities in Algoma are urged to support the 25 in 5 Network for Poverty Reduction.

AND FURTHERMORE, the action plan will be sent to all municipalities including the Algoma Public Health

Resolution that was passed at the November 19, 2008 Board meeting.

CARRIED: Chair's Signature

A handwritten signature in black ink, appearing to read 'G. Caputo'.

Chair - Guido Caputo

Vice Chair - John Currie

Janet Blake

Rosario Capillo

Lila Cyr

Karen Marinich

Susan Myers

Gordon Post

Scot Reinhardt

Ron Rody

Anthony Rossi

# An action plan for our provincial government

The Ontario government should outline its concrete multi-year plan for investing in these 3 priorities:

**1 Sustaining employment** Full time work should lift Ontarians out of poverty. Rights must be protected in the workplace. All Ontarians should have coverage for dental, drug and vision care.

## How to get there?

- Poverty-proof the **minimum wage** for full time earners.
- Update and enforce **employment standards** for all workers.
- Create strong **employment and pay equity** programs.
- Expand access to **dental, drug, and vision** coverage.
- Make **training and education** real, meaningful and easy to access.
- Call on Ottawa to enrich the **Working Income Tax Benefit**.

**2 Livable incomes** All Ontarians deserve good living standards. Parents deserve the resources they need to raise their children in safety and love – free of the fear and stigma of poverty. Our financial institutions and services should help safeguard our living standards, not prey on the most vulnerable.

## How to get there?

- Close the gap between life on **social assistance** and moving out of poverty.
- Make it easier for people with disabilities to get access to the **Ontario Disability Support Program (ODSP)**.
- Enrich the **Ontario Child Benefit**. Remove rules that claw benefits back from people on social assistance.
- Tighten the regulation of **payday lending** and other financial services.
- Call on Ottawa to expand coverage of **Employment Insurance (EI)** and enrich the **Canada Child Tax Benefit**.

**3 Strong and supportive communities** Ontario should be a province of inclusion and opportunity – for all.

## How to get there?

- Make **housing** easier to afford. Build it to suit to people's needs. Keep it in good repair.
- Make **early learning and child care** both universal and affordable.
- Build a **public education** system that focuses on equitable outcomes.
- Fund vibrant **community-based programs** that connect and enrich us.
- Support **public and community transit**. Improve access. Make it affordable.

25 in 5: Network for Poverty Reduction includes more than 100 provincial organizations and people committed to action on eliminating poverty.

For more information visit [www.25in5.ca](http://www.25in5.ca)

25 in 5: Network for  
Poverty Reduction



**We believe in a poverty-free Ontario.**  
A place where everyone can live in dignity  
and enjoy a good standard of living.

## **Action on Poverty Reduction. It starts with a plan.**

The Government of Ontario is committed to a Poverty Reduction Strategy with targets and measures to ensure "opportunity that is accessible to all." (Throne Speech, November 2007)

We are asking our government for a plan to reduce Ontario poverty levels by 25% in 5 years and by 50% before 2018. We call this the '25-in-5' campaign.

**Poverty reduction makes social and economic sense.** We believe in an inclusive Ontario, where everyone can develop their talents and contribute to thriving communities. We want a province with a vibrant economy and shared prosperity.

**Serious action on poverty reduction is possible.** The U.K. has reduced poverty by nearly 25% in the past 5 years. Quebec, as well as Newfoundland & Labrador, both have ambitious plans to tackle poverty. *It's Ontario's turn.*

**For Ontario, it starts with a plan.** A plan that brings hope and shared prosperity for **all** Ontarians: *in urban neighbourhoods; in rural communities; among Aboriginal peoples; within racialized and newcomer communities; among single female parents; and persons with disabilities.*

**We call on leadership from the Province, working with all orders of government.** Working with all sectors and especially with people living on low incomes, we can create opportunities, remove barriers and provide supports so that all Ontarians can live with dignity.

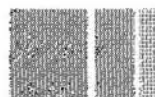
**Ontario's poverty reduction plan should address three priorities:**

1. **Sustaining employment** means assuring a living standard above poverty for any adult who works full time throughout the year. It means fair pay and stable working conditions for all Ontarians.
2. **Livable incomes** mean dignity for all Ontarians — including those unable to work.
3. **Strong and supportive communities** mean affordable housing, early learning and child care, public education and community programs that help people connect.

25-in-5: Network for Poverty Reduction includes more than 100 provincial organizations and people committed to action on eliminating poverty.

For more information visit  
[www.25in5.ca](http://www.25in5.ca)

**25 in 5: Network for  
Poverty Reduction**





5(f)

# What you can do about poverty reduction

## How to be a part of the 25-in-5 solution:

**TALK ABOUT IT** Talk to your friends and family about these priorities and plans. Are there other actions that would help make things better where you are? E-mail your views to us at [25in5@cpsc.toronto.on.ca](mailto:25in5@cpsc.toronto.on.ca).

**SIGN UP** for the government's poverty reduction consultation process. Log on to [www.25in5.ca](http://www.25in5.ca) and follow the links to tell Minister Matthews that you want to be part of the discussion or write to:

Hon. Deborah Matthews, Minister for Ontario's Poverty Reduction Plan  
Ministry of Children and Youth Services  
14th Floor, 56 Wellesley St. W.  
Toronto ON M5S 2S3  
Tel : 416-212-2278 TTY 1-800-387-5559  
[dmatthews.mpp@liberal.ola.org](mailto:dmatthews.mpp@liberal.ola.org)

Make sure to copy us at [25in5@cpsc.toronto.on.ca](mailto:25in5@cpsc.toronto.on.ca) so that we can keep track of the number of requests. The more people who take part in these consultations, the better!

**URGE** the government to set the goal of at least 25% reduction in poverty in 5 years and at least 50% reduction by 2018. Share this with Minister Matthews at the address above. E-mail your thoughts to Premier McGuinty at [dmcguinty.mpp@liberal.ola.org](mailto:dmcguinty.mpp@liberal.ola.org) or call his office at 416-325-1941 or TTY 416-325-7702.

**SEND** the 25-in-5 declaration to your Member of Provincial Parliament (MPP). Better yet, get a group in your community to meet with your MPP. Tell your MPP that you support 25-in-5 and that you expect the government's Poverty Reduction Strategy to be comprehensive and bold. Tell them you expect the consultation process to be inclusive and focused on solutions. You can get your MPP's contact information from [www.ontla.on.ca](http://www.ontla.on.ca).

**SPREAD THE WORD** Build support in your community for poverty reduction. Talk to your city councillor, Chamber of Commerce, union, faith group, school board, public health department and any other groups you can think of. Hold a meeting in your neighbourhood and pass out the 25-in-5 declaration. Start a poverty reduction working group in your community. And, **please tell us** how you are using this information to get a discussion going.

**GET INVOLVED** in poverty reduction activities already underway in your area. Visit [www.25in5.ca](http://www.25in5.ca) or find us on [www.facebook.com](http://www.facebook.com) to link up.

25-in-5 Network for  
Poverty Reduction  
includes more than  
100 provincial  
organizations and  
people committed  
to action on  
eliminating poverty

For more  
information visit  
[www.25in5.ca](http://www.25in5.ca)

25 in 5: Network for  
Poverty Reduction



## Help us close the deal on a successful Poverty Reduction Strategy for all Ontarians by:

1. Endorsing the 25 in 5 Declaration online at [25in5.ca](http://25in5.ca)
2. Talking about 25 in 5 and Poverty Reduction with your friends, family and local community and asking them to endorse the campaign
3. Sharing your support for the 25 in 5 Declaration with your MPP and other local leaders
4. Visiting [PovertyWatchOntario.ca](http://PovertyWatchOntario.ca) to find out about poverty reduction events near you
5. Sharing your stories and news of local initiatives with the network, building the grassroots provincial movement

Poverty reduction starts with a plan. That plan is within our reach. And we must act on it now.

**25 in 5 Network for  
Poverty Reduction**

Be part of the plan. [www.25in5.ca](http://www.25in5.ca)





5(g)

**CONFIDENTIAL**  
**FAX COVER SHEET****ONTARIO LOTTERY AND GAMING  
CORPORATION (OLG)**4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8  
Ph: 416-224-7047 Fax: 416-224-7002

---

**Date:** January 20, 2009

**To:** Mayor John Rowswell  
City of Sault Ste. Marie

**Fax:** 705-541-7171

**From:** Kelly McDougald  
Chief Executive Officer  
Ontario Lottery and Gaming Corporation (OLG)

**Message:**

Please note that there will be a financial transaction to your Municipality's account today in the amount of \$376,837.

This transaction represents the quarterly payment of the 5% allocation from October 1, 2008 - December 31, 2008 as per your agreement with the Ontario Lottery and Gaming Corporation on the operation of OLG Casino Sault Ste. Marie. This brings the grand total to \$15,479,848.

Should you have any questions regarding this payment, feel free to contact Jake Pastore, Manager, Community and Municipal Relations directly at 416-224-7047.

APPROVED

A handwritten signature in dark ink, appearing to read 'K. McDougald', written over a horizontal line.

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



## MEDIA RELEASE

For release January 20, 2009

### **"SAULT STE. MARIE RECEIVES \$376,837 IN CASINO REVENUE"**

SAULT STE. MARIE – Mayor John Rowswell announced today that the City of Sault Ste. Marie has received \$376,837 this week from OLG (Ontario Lottery and Gaming Corporation) for hosting OLG Casino Sault Ste. Marie. The payment represents the third-quarter share of slots revenue to the municipality from OLG Casino Sault Ste. Marie.

"We have a great community partnership and strong support from OLG and the 330 employees who work at the casino", said Mayor Rowswell. "Since the casino opened nine years ago, the city has received more than \$15.4 million in direct payments that we have used for important projects and services including for a portion of the city's commitment to the SAH".

The General Manager of OLG Casino Sault Ste. Marie, Valerie Braun said that since the site opened on May 20, 1999 close to 8.2 million visitors have come through the doors. "We are a great entertainment facility but just as important is our role as a strong community partner, providing direct revenue to the City and sponsoring local events including:

Title Sponsorship for Bon Soo Winter Carnival  
Rotaryfest 2008  
Algoma's Fall Festival  
Easter Seals Telethon 2008

Mayor Rowswell said Sault Ste. Marie, as the host municipality, receives gross gaming revenue directly from the site and many other economic benefits such as annual payroll, expenditures in the greater community and an annual grant in lieu of taxes. "These are very important benefits that the City and the entire region are receiving from gaming."

-30-

***For further information please contact:***

Mayor John Rowswell, City of Sault Ste. Marie  
(705) 759-5344

5(g)

## CASINO REVENUE SUMMARY

City of Sault Ste. Marie

## CITY 5% SLOT REVENUE

|                                | TOTAL         | Increase over<br>Previous Year |               |            |
|--------------------------------|---------------|--------------------------------|---------------|------------|
| Total 1999                     | 783,232       |                                |               |            |
| Total 2000                     | 1,292,709     | 65.0%                          |               |            |
| Total 2001                     | 1,611,236     | 24.6%                          |               |            |
| Total 2002                     | 1,926,143     | 19.5%                          |               |            |
| Total 2003                     | 1,915,935     | -0.5%                          |               |            |
| 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       |                                |               |            |
| April 1 to June 30, 2007       | 386,432       |                                |               |            |
| July 1 to September 30, 2007   | 418,484       |                                |               |            |
| October 1 to December 31, 2007 | 366,564       |                                |               |            |
| Total 2007                     | 1,530,207     | 5.1%                           |               |            |
| 2008                           |               |                                |               |            |
| January 1 to March 31, 2008    | 352,418       |                                |               |            |
| April 1 to June 30, 2008       | 388,382       |                                |               |            |
| July 1 to September 30, 2008   | 399,403       |                                |               |            |
| October 1 to December 31, 2008 | 376,837       |                                |               |            |
| Total 2008                     | 1,517,040     | -0.9%                          |               |            |
| Total to Date                  | 15,479,849    |                                |               |            |
|                                |               |                                |               |            |
|                                | Jan. to March | % Increase                     | April to June | % Increase |
| 1999                           | 0             | 0                              | 0             | 0          |
| 2000                           | 287,177       | 0%                             | 317,240       | 0%         |
| 2001                           | 320,150       | 11%                            | 392,289       | 24%        |
| 2002                           | 430,587       | 34%                            | 490,694       | 25%        |
| 2003                           | 445,897       | 4%                             | 496,830       | 1%         |
| 2004                           | 483,157       | 8%                             | 498,329       | 0%         |
| 2005                           | 393,120       | -19%                           | 403,218       | -19%       |
| 2006                           | 344,906       | -12%                           | 355,429       | -12%       |
| 2007                           | 358,727       | 4%                             | 386,432       | 9%         |
| 2008                           | 362,418       | -2%                            | 388,382       | 1%         |
|                                |               |                                |               |            |
|                                | 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                           | 484,417       | -3%                            | 424,448       | -14%       |
| 2005                           | 408,222       | -12%                           | 372,518       | -12%       |
| 2006                           | 386,201       | -5%                            | 369,383       | -1%        |
| 2007                           | 418,484       | 8%                             | 366,564       | -1%        |
| 2008                           | 399,403       | -5%                            | 376,837       | 3%         |

Prepared by W. Freiburger January 20, 2009

# ONTARIO WINTER CARNIVAL

*Bon Soo*

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



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

5(h)

December 19, 2008

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

Dear Mayor John and City Councillors,

This year the Bon Soo Board and Staff have moved the Opening Ceremonies to Bellevue Park and we are excited to be completing the final transition to our new location. To ensure a safe carnival site at Bellevue Park for the Opening Ceremonies on Friday, February 6, 2009 and for the remainder of the 10 days, the Bon Soo Board and Staff present the following Street Closure proposal for your approval.

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

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

The goal of the Bon Soo organizers is to create a safe site for all, with minimal disruption to few. We have also received permission from the Ontario Realty Corporation for the public to utilize their parking lot at the Ontario Forest Research Institute on the evening of our Opening Night along with public use of Pine Street Marina. In the Spirit of Bon Soo, we hope the proposed minimal Street Closure Document will be approved for the pleasure of the many families of Sault Ste. Marie and visitors alike.

Bon Soo Regards,

*Anna Lisa Gioia*  
Anna Lisa Gioia, Event Manager  
Bon Soo Winter Carnival

Att/ Temporary Street Closure Document

|                             |
|-----------------------------|
| <b>RECEIVED</b>             |
| <b>CITY CLERK</b>           |
| JAN - 8 2009                |
| NO.: 51135                  |
| DIST: Jan 26 Council Agenda |
| legal dept.                 |

**TEMPORARY STREET CLOSURE DOCUMENT**

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

Friday, February 6 to Sunday, February 15, 2009

Ample parking is available at the Pine Street Marina and Ontario Forest Research Institute with minimal or no disruption of traffic.

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

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

Friday, February 6 to Sunday, February 15, 2009

5(h)

**TEMPORARY STREET CLOSURE - APPROVAL PROCESS**CONTACT NAME: Bon Soo Winter Carnival Inc. TELEPHONE: 759-3000ADDRESS: Box 781 POSTAL CODE: P6A 5N3The above person hereby makes application for the closing of  
Shore Drive 's Lower Lake

(Name of street to be closed)

from See Attached. to \_\_\_\_\_  
(reference points - street numbers, cross streets, etc.)on the 6<sup>th</sup> day of Feb, 2009 from to 15<sup>th</sup> day Feb. 09.  
am/pm to am/pm  
for the purpose of \_\_\_\_\_**APPROVALS SECTION:**1. Police Services, Traffic Dept.  
Telephone 949-6300 ext 348  
Fax 759-7820  
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)  
Telephone 949-3335/949-3387  
Fax 949-2341  
72 Tancred Street\_\_\_\_\_  
Signature of Official\_\_\_\_\_  
Signature of Official3. Public Works & Transportation Dept.  
Telephone 541-7000  
Fax 541-7010  
128 Sackville Road4. Transit/Parking  
Telephone 759-5320  
Fax 759-5834  
111 Huron Street\_\_\_\_\_  
Signature of Official\_\_\_\_\_  
Signature of Official5. Central Ambulance Communication  
Centre (C.A.C.C.)  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road6. Downtown Association  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
(QUEEN STREET CLOSINGS ONLY)\_\_\_\_\_  
Signature of Official\_\_\_\_\_  
Signature of Official**CITY CLERK SECTION:**City Council approval was received on \_\_\_\_\_  
(date) (By-law No.)



12/23/2008 13:49 FAX 1 705 949 2341  
12/23/2008 TUE 13:13 FAX 705 759 6950

SSM FIRE DEPT.

BON SMO Winter Carnival

08/02/2008 08:49 /05-759-2310

CLERK'S DEPT SSMARIE

002/002

002/002

PAGE 02/02

5(h)

### TEMPORARY STREET CLOSURE - APPROVAL PROCESS

CONTACT NAME: Bon SMO Winter Carnival Inc TELEPHONE: 759-3000  
ADDRESS: Box 781 POSTAL CODE: P6A 5N3

The above person hereby makes application for the closing of

Shore Drive & Lower Lake.  
(Name of street to be closed)

from See Attached to \_\_\_\_\_  
(reference points - street numbers, cross streets, etc.)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm  
for the purpose of Annual Ontario Winter Carnival Bon SMO.

#### APPROVALS SECTION:

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

[Signature]  
Signature of Official

2. Fire Services/Emergency Medical Services (EMS)  
Telephone 948-3335/949-3387  
Fax 949-2341  
72 Tancred Street

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

#### CITY CLERK SECTION:

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

5(h)

**TEMPORARY STREET CLOSURE - APPROVAL PROCESS**

CONTACT NAME: Bon Soo Winter Carnival Inc TELEPHONE: 759-3000  
ADDRESS: Box 781 POSTAL CODE: P6A 5N3

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from See Attached to \_\_\_\_\_  
(reference points - street numbers, cross streets, etc.)

\* FRIDAY FEB 6 TO SUNDAY FEBRUARY 15 2009 INCLUSIVE \*  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm  
for the purpose of Annual Ontario Winter Carnival Bon Soo.

**APPROVALS SECTION:**

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

\_\_\_\_\_  
Signature of Official

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Fax 949-2341  
72 Tancred Street

[Signature]  
Signature of Official

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Fax 541-7010  
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\_\_\_\_\_  
Signature of Official

**CITY CLERK SECTION:**

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

12/23/2008 TUE 13:14 FAX 705 759 6950 BON S00 Winter Carnival

002/002

05/02/2008 08:49 705-75-310

CLERK'S DEPT S. ARIE

PAGE 02/02

5(h)

TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: Bon Soo Winter Carnival Inc TELEPHONE: 759-3000ADDRESS: Box 781 POSTAL CODE: P6A 5N3

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The above person hereby makes application for the closing of

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Shore Drive / Lower Lakefrom (See Attached) to \_\_\_\_\_

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

on the 6 day of Feb., 2009 from \_\_\_\_\_ to Feb 15/09.for the purpose of Annual Ontario Winter Carnival Bon SMOAPPROVALS SECTION:

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580 Second Line East

2. Fire Services/Emergency Medical Services (EMS)  
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Signature of Official\_\_\_\_\_  
Signature of OfficialCITY CLERK SECTION:

City Council approval was received on \_\_\_\_\_

(date)

(By-law No.)

5(h)

TEMPORARY STREET CLOSURE - APPROVAL PROCESSCONTACT NAME: Bon Soo Winter Carnival Inc TELEPHONE: 759-3000ADDRESS: Box 781 POSTAL CODE: P6A 5N3

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(Name of street to be closed)from See Attached to \_\_\_\_\_  
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for the purpose of Annual Ontario Winter Carnival Bon SooAPPROVALS SECTION:1. Police Services, Traffic Dept.  
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Signature of Official\_\_\_\_\_  
Signature of OfficialCITY CLERK SECTION:City Council approval was received on \_\_\_\_\_  
(date) (By-law No.)





PAGE 1 OF 2

APPENDIX B-2A

**CITY OF SAULT STE. MARIE  
INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED**

**APPROVALS**

**NOTE: All signatures of approval must be provided on one original form.**

Name of Group/Organization: GERBE WELLINGTON ESQUIRE CLUB

Name of Event: ESQUIRE CLUB CORRAL (Beer Tent) (Bon Soc - OPENING NIGHT)

Date(s) of Event: Fri FEB. 6th 109 Site: Beltue Park (BY STAGE)

Times of Event: 6pm - 11pm Location: Beltue Park Bon Soc  
OPENING CEREMONY

Times of Beer Garden: 6pm - 11pm

|                                             |                                           |
|---------------------------------------------|-------------------------------------------|
| <u>DOMENICA BRAIDO</u>                      | <u>DOMENICA BRAIDO + Angelo</u>           |
| Name of Special Occasion Permit Holder      | Name of Identified Designate              |
| <u>Domenica Braido</u>                      | <u>Domenica Braido</u>                    |
| Signature of Special Occasion Permit Holder | Signature of Identified Designate         |
| <u>103 Second Line West</u>                 | <u>103 Second Line West</u>               |
| Address of Permit Holder/Telephone          | Address of Identified Designate/Telephone |

1. Sault Ste. Marie Police Service

J. Calucci  
Signature of Official

2. Sault Ste. Marie Fire Services  
Fire Prevention Office

[Signature]  
Signature of Official

3. Algoma Health Unit  
Environmental Health

Virginia MacEachern  
Signature of Official

4. Community Services Department  
Recreation and Culture Division or  
Community Centres

[Signature]  
Signature of Official

**TO BE POSTED AT EVENT.**

-----  
FOR OFFICE USE ONLY

City Council Approval Received on \_\_\_\_\_  
Date

C.S.D. Staff Representative \_\_\_\_\_  
Signature



5(i)

PAGE 2 OF 2  
CITY OF SAULT STE. MARIE

APPENDIX B-2B

Note: This form must be completed and handed in to the site supervisor two weeks prior to the event.

INFORMATION SECTION FOR PERMITS WHERE ALCOHOL WILL BE SERVED

Name of

Group/Organization: GERALD WELLINGTON ESQUIRE CLUB

Name of Event:

ESQUIRE CLUB CORRAL

Date(s) of Event: FRI FEB. 6/09

Site: BON SOO - BELLEVUE PARK

Times of Event: 6pm-11pm

Location: BAND AREA BELLEVUE PARK

Times of Beer Garden: 6pm-11pm

Domenica Braido

Name of Special Occasion Permit Holder

Domenica Braido

Name of Identified Designate

Domenica Braido

Signature of Special Occasion Permit Holder

Domenica Braido

Signature of Identified Designate

103 Second Line West

Address of Permit Holder/Telephone

103 Second Line West

Address of Identified Designate/Telephone

Number of SMART SERVE Trained Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required by C.S.D. representative: (normally a minimum 3 per shift). This information must be provided in writing at least one week prior to the event.

Number of event staff X Number of shifts = event staff

Names and Certification Numbers of Event Staff (bartenders, ticket sellers, cashiers, servers, floor and door monitors) required per shift -- include name, SMART SERVE Certification # and shift hours) (Please attach additional sheet if required):

1. Domenica BRAIDO
2. ANNELO BRAIDO
3. ROD WILSON
4. MATT PATREAU
5. ROSANA BRAIDO
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Number of Security/Control Persons Required: 6

Will a Tent(s) be used? Yes ( ☒ ) No ( ☐ ) If a tent will be used please indicate the size. The C.S.D. staff representative must approve the location of the tent. \_\_\_\_\_

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](mailto:j.fratesi@cityssm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2009 01 26

Mayor John Rowswell and  
Members of City Council  
Civic Centre

**RE: STAFF TRAVEL REQUESTS**

Dear Council:

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

1. **Madison Saunders – Engineering & Planning Department**  
Energy Management Workshop  
February, 2009  
London, ON  
Estimated total cost to the City - \$ 1,179.25  
Estimated net cost to the City - \$ 1,179.25
2. **Eric Vanderburg – Social Services – Ontario Works Division**  
NATCON 2009  
January, 2009  
Toronto, ON  
Estimated total cost to the City - \$ 2,456.13  
Estimated net cost to the City - \$ 2,456.13
3. **Kristine Thomas – Finance – Purchasing Division**  
Better Ways to Better Deals  
March, 2009  
London, ON  
Estimated total cost to the City - \$ 2,082.25  
Estimated net cost to the City - \$ 2,082.25
4. **Trevor Zachary – Community Services – Community Centres Division**  
Sports Events Congress  
April, 2009  
Hull/Gatineau, QC  
Estimated total cost to the City - \$ 2,115.00  
Estimated net cost to the City - \$ 2,115.00
5. **Nicole Mosley – Community Services – Community Centres Division**  
New Era Tickets Learning Summit  
May, 2009  
Atlantic City, NJ  
Estimated total cost to the City - \$ 2,296.00  
Estimated net cost to the City - \$ 2,296.00

6. **Brad Nowitski – Public Works & Transportation**  
Synchro & Sim Traffic Software Training  
February, 2009  
Hamilton, ON  
Estimated total cost to the City - \$ 2,584.45  
Estimated net cost to the City - \$ 2,584.45
7. **Francois Couture – Engineering & Planning – Building Division**  
Small Buildings - 2006  
March, 2009  
Woodbridge, ON  
Estimated total cost to the City - \$ 1,767.12  
Estimated net cost to the City - \$ 1,767.12
8. **Steve Walls and Andy Krumins – Public Works & Transportation**  
Flyt Training  
February, 2009  
Sudbury, ON  
Estimated total cost to the City - \$ 556.00  
Estimated net cost to the City - \$ 556.00
9. **Susan Hamilton Beach – Engineering & Planning Department**  
Waste Disposal Life Cycle Assessment  
January, 2009  
Toronto, ON  
Estimated total cost to the City - \$ 1,108.00  
Estimated net cost to the City - \$ 0.00
10. **Jerry Dolcetti – Engineering & Planning Department**  
Think North Summit  
February, 2009  
Thunder Bay, ON  
Estimated total cost to the City - \$ 1,037.80  
Estimated net cost to the City - \$ 1,037.80
11. **Don McConnell – Engineering & Planning – Planning Division**  
BIA National Conference  
March, 2009  
Toronto, ON  
Estimated total cost to the City - \$ 1,103.25  
Estimated net cost to the City - \$ 1,103.25

Yours truly,



Joseph M. Fratesi  
Chief Administrative Officer

JMF: bb

5(m)

Ralph Robertson  
Manager of Purchasing



Finance Department  
Purchasing Division

2009 01 26

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

**Re: Request for Proposal – Beer Pouring Rights – Essar Centre**

In December 2008, we issued a Request for Proposals, on behalf of the Community Services Department, for exclusive Beer Pouring Rights at the Essar Centre.

As a result of the RFP call, two (2) responses were received prior to the closing date, from the following firms:

Labatt Breweries  
Molson Canada

The responses received have been thoroughly evaluated by a committee comprised of Norm Fera, Manager of Community Centres, Nick Apostle, Commissioner of Community Services and the Purchasing Division.

The firm scoring highest in the evaluation process was Molson Canada.

A contract for exclusive Beer Pouring Rights will be prepared by the City's Legal Department. The term of the contract is for the period commencing immediately and ending June 30, 2012 with an option to renew for additional one (1) year terms, upon mutual consent of the City and the successful bidder.

**RECOMMENDATION**

It is therefore my recommendation that the proposal for exclusive Beer Pouring Rights at the Essar Centre be awarded to Molson Canada for a period of three and one-half (3-1/2) years with the option for additional one (1) year terms thereafter.

This report is submitted for Council's approval.

Respectfully submitted,

Ralph Robertson  
Manager of Purchasing

Recommended for approval,

W. Freiburger  
Commissioner of Finance & Treasurer

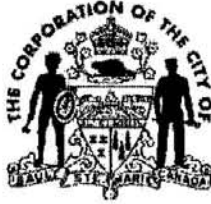
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

RR:nt

5(m)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2009 01 26

Mayor John Rowswell  
and Members of City Council

**Pouring Rights – Beer – Essar Centre**

Elsewhere on your agenda is a report from the Manager of Purchasing detailing the results of the recent Request for Proposals (RFP) on this matter.

The structure of the RFP and the City's Purchasing Policies are such that the details of the submissions remain confidential as they are proprietary. The submissions were evaluated independently by staff members and the decision to recommend Molson was unanimous.

The successful submission (Molson) has a direct value to the City of approximately \$40,000. annually. The term of the agreement is 3.5 (three and one-half) years with the provision for an extension if mutually agreed to by the parties.

If this matter is approved by Council, staff will proceed immediately to implement the results of the RFP. In addition, an agreement between Molson and the City will be finalized for authorized signing.

Respectfully submitted,

Nicholas J. Apostle  
Commissioner Community Services

jalcouncl/2009/beer pouring rights jan 26

cc: N. Kenny, Assistant City Solicitor  
R. Robertson, Manager of Purchasing  
B. Freiburger, Commissioner of Finance

RECOMMENDED FOR APPROVAL

Joseph M. Frutos  
Chief Administrative Officer

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer



**Finance Department**

2009 01 26

Mayor John Rowsell and  
Members of City Council

**Re: FONOM Resolution Supporting Changes to OMPF**

A resolution appears on the agenda from the Federation of Northern Ontario Municipalities (FONOM) concerning changes to the Ontario Municipal Partnership Fund (OMPF).

The resolution is also supported by the Northwestern Ontario Municipalities Association (NOMA) and the Northern Ontario Large Urban Mayors (NOLUM).

The OMPF grant provides assistance to municipalities based on assessment values and social service costs. All municipalities are eligible for this grant and our City has benefited greatly due to our relatively low assessment valuations.

The City received a total of \$28,835,600 in OMPF funding in 2008 and the Province has announced a grant of \$27,883,300 for 2009.

|                            |                  |
|----------------------------|------------------|
| Social Program Grant       | \$10,283,500     |
| Equalization Grant         | 9,683,800        |
| Northern Communities Grant | <u>7,916,000</u> |

|                    |              |
|--------------------|--------------|
| Total 2009 Funding | \$27,883,300 |
|--------------------|--------------|

The OMPF reduction of \$952,300 is equivalent to the Ontario Disability Support Program Administration cost of \$1,191,200 that is being uploaded to the Province in 2009.

We can expect the future uploading of social service costs to result in a decrease in the Social Program Grant. The Social Program Grant was implemented to assist municipalities with high social service costs based on a limited assessment base.

- more -



The Northern Communities Grant is directed to Northern municipalities and is based on a grant of \$235 per household. Sault Ste. Marie had 33,685 households which results in a grant of \$7,916,000.

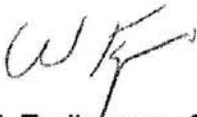
The Northern Communities Grant is important since it is not conditional on uploaded costs or assessments. It is an amount that recognizes the additional costs incurred by Northern Ontario municipalities for issues such as climate and distances from major markets.

The recommended increase in the Northern Communities Grant from \$235 to \$285 per household would result in an additional grant to Sault Ste. Marie of \$1,684,250.

### RECOMMENDATION

The attached resolution be approved that recommends the Province of Ontario increase the Northern Communities Grant by \$50.00 per house-hold to ensure all Municipalities in the North will receive the necessary "Required Support".

Respectfully submitted,



W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer



**Finance Department**

2009 01 26

Mayor John Rowswell and  
Members of City Council

**Re: 2009 Budget Timetable**

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Attached is a 2009 Budget – Proposed Timetable for the information of Council.

An e-mail address has been established for 2009 Budget public input at [budgetinput2009@cityssm.on.ca](mailto:budgetinput2009@cityssm.on.ca).

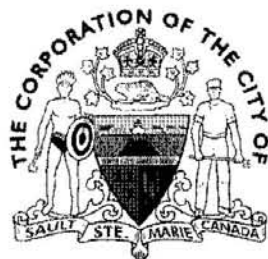
Respectfully submitted,

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**

*Finance Department*

### **2009 BUDGET - PROPOSED TIMETABLE**

|                           |                                                                                                                                                        |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MID SEPTEMBER</b>      | Budget Preparation System open to all Users. 2009 Budget to be prepared using current account structure which will be mapped to new account structure. |
| <b>EARLY OCTOBER</b>      | Capital Forecast and User Fee information Distributed.                                                                                                 |
| <b>OCTOBER 27</b>         | Go Live date for new Financials.                                                                                                                       |
| <b>NOVEMBER 28</b>        | 2009 User Fees to be submitted.                                                                                                                        |
| <b>DECEMBER 19</b>        | 2009 - 2018 Capital Budget Forecast to be submitted.                                                                                                   |
| <b>DECEMBER 19</b>        | All Department Current Budgets should be submitted.                                                                                                    |
| <b>LATE JANUARY</b>       | Use Fee Report to Council. New rates will be effective March 1, 2009. (April 1, if process is delayed).                                                |
| <b>LATE JANUARY</b>       | Preliminary Budget merged to General Ledger. (new FIS may alter timeline or continue to work in Unix until budget completed)                           |
| <b>EARLY/MID FEBRUARY</b> | Preliminary Budget Report to Senior Management.                                                                                                        |

**EARLY/MID FEBRUARY**

Community Input Session (method to be determined)

**FEBRUARY**

Council to Review Preliminary Capital from Current, Supplementary and Outside Agency requests for additional funding.

**LATE FEBRUARY**

Follow up Budget Report to Senior Management, Plan Council Presentation.

**MID/LATE MARCH**

Budget Report to City Council. Capital Forecast to Council as information. Preliminary Approvals where possible.

**LATE MARCH**

Final Budget Report to Senior Management, Finance Committee and Council (*assumes Grant Information, Education Tax Rates, etc are available*)

**APRIL**

Council finalizes 2009 Budget and sets Municipal Property Tax Rates. Distribution of 2008 Surplus and final approval of items not previously approved from Reserves etc). Final Budget merged to General Ledger.

**MAY/JUNE**

Budget documentation prepared and distributed. (note - 2009 documentation will likely be presented in a revised format)

5(p)

**William Freiburger, CMA**  
Commissioner of Finance  
and Treasurer



**Finance Department**

2009 01 26

Mayor John Rowswell and  
Members of City Council

**Re: City of Sault Ste. Marie – Credit Rating**

The credit rating for the City of Sault Ste. Marie has been upgraded to A (stable) from A- (minus) positive.

The three reasons provided for the rating change were a very low debt burden, solid budgetary performance, and strong support from senior levels of government.

This report is provided for the information of Council.

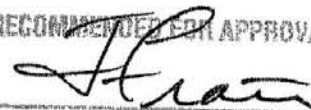
Respectfully submitted,

  
W. Freiburger, CMA  
Commissioner of Finance and Treasurer

WF/kl

attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

5(p)

**STANDARD  
& POOR'S**

**RATINGS DIRECT®**

January 15, 2009

**Research Update:**

**City of Sault Ste. Marie Rating  
Raised To 'A' From 'A-' On Low  
Debt Burden; Outlook Stable**

**Primary Credit Analyst:**

Bhavini Patel, CFA, Toronto (1) 416-507-2558; bhavini\_patel@standardandpoors.com

**Secondary Credit Analyst:**

Stephen Ogilvie, Toronto (1) 416-507-2524; stephen\_ogilvie@standardandpoors.com

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---

Rationale

Outlook

Ratings List

[www.standardandpoors.com/ratingsdirect](http://www.standardandpoors.com/ratingsdirect)

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**Research Update:**

# City of Sault Ste. Marie Rating Raised To 'A' From 'A-' On Low Debt Burden; Outlook Stable

## Rationale

On Jan. 15, 2009, Standard & Poor's Ratings Services raised its long-term issuer credit rating on City of Sault Ste. Marie, in the Province of Ontario (AA/Stable/A-1+), to 'A' from 'A-'. The outlook is stable.

The rating on Sault Ste. Marie reflects, in our view, the city's very low debt burden, a long track record of strong operating performance, and notably strong support from senior levels of government. The city's relatively limited economic diversity somewhat mitigates these strengths, in our opinion.

Sault Ste. Marie's very low debt burden bolsters its financial profile, in our view. Direct debt represented about 17.1% of operating revenue (Standard & Poor's-adjusted) at year end 2007, reflecting a moderate increase compared with year-end 2006 (12.7%). Netting off cash and liquid investments, in 2007, net debt amounted to about negative 9.2% of operating revenue. Sault Ste. Marie has maintained a near-net creditor position in the past several years. With the bulk of major capital projects complete, we expect minimal debt issuance in the near term, resulting in a steady decline in debt levels and maintenance of a modest net creditor position in the next two years.

The city has maintained a long track record of what we believe are strong budgetary performances, which has allowed it to build up reserves ahead of capital expenditures and mitigate debt issuance with pay-as-you-go financing. For the year ended Dec. 31, 2007, operating surplus represented about 16.6% of operating revenue, modestly lower than the five-year average of 16.1%. But largely inflating the five-year average is an unprecedented surplus at year-end 2006 (21.6%), largely from additional conditional operational grants from the province. On an after-capital expenditure basis, the city's operating balance represented 5.03% of total revenues at year end 2007, reflecting a modest improvement compared to the previous year at 4.2%. Standard & Poor's expects budgetary performance to remain at historical levels in the near term.

Another of Sault Ste. Marie's principal credit strengths is the strong support it receives from senior levels of government, particularly the province. The city has received about C\$20 million-C\$25 million annually in unconditional provincial grants in the past five years. Its total transfers as a percentage of total revenues stood at about 30.1% at fiscal year-end 2007, well above the average and median for Canadian municipalities. Tangible evidence can be seen in the substantial provincial government funding the city received in recent years for key capital expenditure projects such as a sewage treatment facility upgrade and a multipurpose arena.

In our opinion, mitigating these strengths are considerably limited economic diversity and prospects. Sault Ste. Marie depends highly, both in terms of employment and taxable assessment base, on the mature steel and

*Research Update: City of Sault Ste. Marie Rating Raised To 'A' From 'A-' On Low Debt Burden; Outlook Stable*

cyclical pulp and paper industries. Moreover, the city's relative remoteness limits its medium-term growth prospects. Nevertheless, officials have made some headway in diversifying the city's economic base. It has modestly shifted from a primarily manufacturing-based economy to a more serviced-based one, particularly in the alternative energy, tourism, education, alternative energy, and multimodal transportation sectors. In addition, we expect construction on a new regional hospital to finish soon, further enhancing the city's economic prospects.

## Outlook

The stable outlook reflects Standard & Poor's expectation that Sault Ste. Marie will maintain its solid financial profile through maintaining low debt levels, strong operating performance, at least average liquidity and continued support from higher levels of government. In addition, we expect that the city will continue with its progress to diversify its economy. Despite this progress, given its relatively weaker economic profile compared to other rated Canadian municipalities, a positive rating action is unlikely within the rating horizon. Conversely, significant weakening in any of the supportive elements could put downward pressure on the rating.

## Ratings List

### Rating Raised

|                            | To          | From           |
|----------------------------|-------------|----------------|
| Sault Ste. Marie (City of) |             |                |
| Issuer credit rating       | A/Stable/-- | A-/Positive/-- |

Ratings information is available to subscribers of RatingsDirect, the real-time Web-based source for Standard & Poor's credit ratings, research, and risk analysis, at [www.ratingsdirect.com](http://www.ratingsdirect.com). It can also be found on Standard & Poor's public Web site at [www.standardandpoors.com](http://www.standardandpoors.com); select your preferred country or region, then Ratings in the left navigation bar, followed by Find a Rating. Alternatively, call one of the following Standard & Poor's numbers: Client Support Europe (44) 20-7176-7176; London Press Office (44) 20-7176-3605; Paris (33) 1-4420-6708; Frankfurt (49) 69-33-999-225; Stockholm (46) 8-440-5914; or Moscow (7) 495-783-4017.

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JOSEPH J. CAIN  
MANAGER RECREATION & CULTURE DIVISION

LORI BALLSTADT, C.M.M.II  
SUPERVISOR COMMUNITY SERVICES



5(9)  
COMMUNITY SERVICES DEPARTMENT  
RECREATION & CULTURE DIVISION  
Bellevue & Bondar Marinas  
Cultural  
Historic Sites  
Leisure Services/Leadership  
Recreational Lock  
Roberta Bondar Tent Pavilion  
Seniors' Services  
Sports/Events/Development

2009 01 26

Mayor John Rowsell  
and Members of City Council

### Funding Application – Celebrate Canada Program

Each year on July 1<sup>st</sup>, the City of Sault Ste. Marie Recreation and Culture Division coordinates a Canada Day celebration held at Roberta Bondar Park. This celebration includes family entertainment throughout the day, followed by a fireworks presentation at dusk.

Financial support to assist with costs to host this event is available from the Department of Canadian Heritage – Celebrate Canada Program.

The Recreation and Culture Division is eligible to apply for assistance under the program; however, the applicant's governing authority must approve the grant submission.

### RECOMMENDATION

It is therefore recommended that City Council authorize staff to apply to the Department of Canadian Heritage for the 2009 Celebrate Canada Program to assist in funding the City's Canada Day Celebration.

Respectfully submitted,

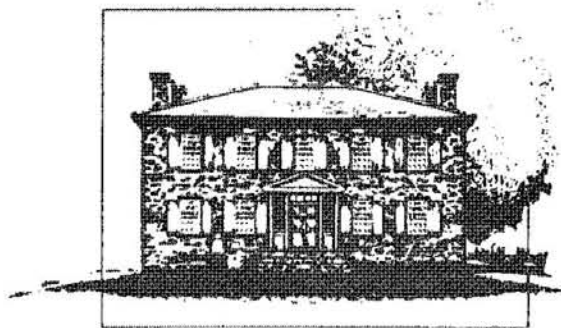
Lori Ballstadt  
Supervisor Community Services  
Recreation and Culture Division

Recommended for approval,

Nicholas J. Apostle  
Commissioner Community Services

RECOMMENDED FOR APPROVAL

Joseph M. Pratesi  
Chief Administrative Officer



*Ermatinger • Clergue National Historic Site*

2009 01 26

Mayor John Rowswell  
and Members of City Council

**ERMATINGER • CLERGUE NATIONAL HISTORIC SITE – Update -Tourism  
Development Fund for the War 1812 Bi-Centennial & Proposed Visitor Centre**

On October 23, 2008, an application was submitted to the Ministry of Tourism, Investment and Development Office, Tourism Development Fund, for \$59,600.00. This application is to provide funds for the following:

- Legacy development – Business Plan for proposed Visitor Centre
- Monument development, Exhibit consultation
- Marketing development
- Travel
- Planning

A report to City Council regarding this submission was provided at the November 3, 2008 City Council meeting.

The Historic Sites Board has **received approval** of the Tourism Development Fund, and must enter into an agreement with the Province for the administration of the funds.

At the January 15, 2009 Historic Sites Board meeting, the members passed the following resolution:

Moved by: S. Myers

Seconded by: K. Marshall

“Resolved that the members of the Historic Sites Board recommend that the City enter into the agreement with the Province, and the adoption of the by-law, in reference to the Tourism Development Fund, War 1812 submission.”

**CARRIED**

Elsewhere in your Agenda is the by-law for the agreement with the Ministry of Tourism.

**Recommendation:**

The Historic Sites Board recommends that the City approve entering into an agreement with the Ministry of Tourism for a Tourism Development Fund for \$59,600.00 to provide the following next steps in the War 1812 Be-Centennial Project:

- Legacy development – Business Plan for proposed Visitor Centre
- Monument development, Exhibit consultation
- Marketing development
- Travel
- Planning

Respectfully submitted,



Joseph J. Cain  
Manager Recreation & Culture

Recommended for submission to City Council,



Nicholas J. Apostle  
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

li/jb/hsb/09/council report January 26 – TDFund.doc

cc: Members of H.S.B.  
J. Cain, Manager Recreation & Culture  
B. Freiburger, Commissioner of Finance



5(s)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2009 01 26

Mayor John Rowswell  
and Members of City Council

### **Essar Centre – FedNor Project – Rigging System**

At the September 8, 2008 meeting, Council received an update on this project (see attached). Identified in that report were all of the components that were recommended by the Essar Centre Steering Committee. The rigging system is one of the listed components.

Also attached is a report on the tendering of this project from the consultant. The low bid of \$136, 430., excluding G.S.T. from Avery Construction Ltd. is recommended by the consultant to be accepted.

The revised project budget supports the tendered amount for the rigging system.

Although the tendered amount exceeds the original estimate for the rigging system, the budget has been revised due to an increase in funding from FedNor; therefore the tendered amount is now within the funds budgeted for this item.

In November 2008, staff had an opportunity to apply to FedNor for an amendment to the funding application. The amendment was submitted and based upon two items:

- Increase in costs related to construction work especially steel work related to the rigging system project.
- Fit-up of the "corporate suite" area on the Suite Level so that it can be used as Media/IT Centre for the 2010 Scotties Tournament of Hearts.

The amendment was approved and FedNor has increased their funding from \$328,000. to \$456,000.

R. Robertson, Manager of Purchasing was involved with this tender process and is in agreement with the consultant's report and recommendation.

### **Recommendation**

It is recommended that Council approve the low tender from Avery Construction Ltd. in the amount of \$136, 430. excluding G.S.T., for the rigging system at the Essar Centre with the funds coming from the allotted project funds.

Respectfully submitted,

Handwritten signature of Nicholas J. Apostle.

Nicholas J. Apostle  
Commissioner Community Services

jb:councilrigging system essar centre january 20

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

cc: R. Robertson, Manager, Purchasing

EPOH

January 9, 2009

0842

The Corporation of the City of Sault Ste. Marie  
c/o Essar Centre  
269 Queen Street East  
Sault Ste. Marie, ON P6A 1Y9

Attention: Norm Fera, Manager  
Community Centres Division

Re: Steel Rigging at Essar Centre

Dear Norm:

Tenders for the above noted project were received on January 9, 2009 at the City Clerk's office. Two tenders were received prior to the tender deadline. They are:

Avery Construction Ltd. \$136,430.00  
George Stone & Sons Ltd. \$164,282.00

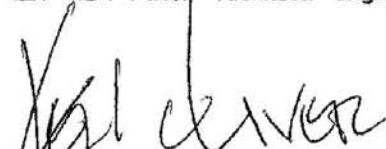
A copy of the Bid Tabulation Form is attached for your reference. The low bid received from Avery Construction Ltd. is complete and without errors, and as such meets the requirements of the tender call. We have reviewed the price and find it to be fair and consistent with the market for this type of work. We therefore recommend that this tender be accepted.

If you are in agreement with this recommendation, please countersign this document in the space provided and return it to our office. Upon receipt of the countersigned letter, we will issue the "Letter of Intent" to the Contractor on your behalf. This letter indicates your intent to enter into a Contract for the project, and begin the securing of contracts with their suppliers. With the receipt of the countersigned letter we will begin the preparation of the formal contract documents on your behalf.

Should you have any additional questions or require any additional information, please do not hesitate to contact this office.

Yours very truly,

EPOH Inc. Architects Engineers Interior Designers



**Kenneth Oliver** A.Sc.T., Technologist OAAA

Encl.

EPOH INC.

FRANCO PASTORE CARL F. OSWALD KENNETH OLIVER  
ARCHITECTS ENGINEERS INTERIOR DESIGN

5(s)

City of Sault Ste. Marie  
Attention: Norm Fera  
Re: Steel Rigging at Essar Centre  
Page 2

**Owner's Authorized Representative**

---

Signature

---

Print Name

---

Date

Project

**Essar Centre  
Steel Rigging**

Project Number

**0842**

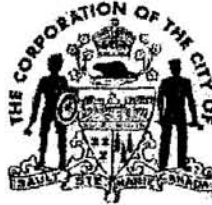
Tender Close

**Jan. 8, 2008 @ 12:00 pm**

| TENDER ANALYSIS FORM    |               |                |                  |                    |          |                           | EPOH Inc.                           |         |
|-------------------------|---------------|----------------|------------------|--------------------|----------|---------------------------|-------------------------------------|---------|
|                         |               |                | A                | B                  | C        | D                         | E                                   |         |
| Contractor              | Time Received | No. of Addenda | Security Deposit | Tender Amount (\$) | GST (\$) | Total Contract Price (\$) | Appendix A - List of Subcontractors | Remarks |
|                         |               |                |                  |                    |          | A+B                       |                                     |         |
| Avery Construction Ltd. | 11:40         | 2              | X                | 136,430.00         | 6,821.50 | 143,251.50                | X                                   |         |
| George Stone & Sons     | 11:55         | 2              | X                | 164,282.00         | 8,214.10 | 172,496.10                | X                                   |         |
|                         |               |                |                  |                    |          |                           |                                     |         |
|                         |               |                |                  |                    |          |                           |                                     |         |

5(5)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

September 8, 2008

Mayor John Rowswell  
and Members of City Council

**Essar Centre – Update on FedNor Application**

During the first season of operation staff met with promoters, event planners, and the Soo Greyhounds to discuss what was required for their event to be successful. From those meetings a list of elements was generated and in June of 2007 Council received and approved a report that directed staff to apply to FedNor for funding for these items. An application was submitted in early January 2008. Attached is the list of the items that were included in the application to FedNor.

On August 28, 2008 a letter (attached) from Louise C. Paquette, Director General, FedNor was delivered to Joseph M. Fratesi, C.A.O. which stated that FedNor is prepared to provide support of up to \$328,000. towards the purchase of technological enhancements for the Centre. This indeed is very good news.

The application was submitted under the former name of the Centre, therefore the letter refers to project as the Steelback Centre. FedNor staff has advised that their files will be amended to reflect the new name – Essar Centre.

The City's portion for this project is \$585,000. This amount along with the amount provided by FedNor brings the total amount available for the project to \$913,000.

The Essar Centre Steering Committee (Councillor James Caicco, Mayor John Rowswell, and staff) has been overseeing this project and will promptly move forward to implement the elements identified in the attached list. The project will not be entirely completed until September 2009 due to the fact that some of the elements cannot be accomplished during the major operational season.

This report is respectfully provided for the information of Council,

A handwritten signature in dark ink, appearing to read "N. Apostle".

Nicholas J. Apostle  
Commissioner Community Services  
On behalf of the Essar Centre Steering Committee

pro/comm/essar centre fednor announcement sept 8

cc: Essar Centre Steering Committee  
N. Fera  
L. Bottos, City Solicitor

attachments

RECOMMENDED FOR APPROVAL

A handwritten signature in dark ink, appearing to read "J. Fratesi".  
Joseph M. Fratesi  
Chief Administrative Officer

5(s)



Industry Canada

FedNor

Roberta Bondar Place  
70 Foster Drive, Suite 600  
Sault Ste. Marie, Ontario  
P6A 6V4

Tel.: 705 941-2014  
1 877 333-6673  
Fax: 705 941-2085  
Web site: fednor.ic.gc.ca

Industrie Canada

FedNor

Place Roberta Bondar  
70, promenade Foster, bureau 600  
Sault Ste. Marie (Ontario)  
P6A 6V4

Tel.: 705 941-2014  
1 877 333-6673  
Téléc.: 705 941-2085  
Site web: fednor.ic.gc.ca

AUG 26 2008

Project Number: 842-503185

Mr. Joseph Fratesi  
CAO  
The Corporation of the  
City of Sault Ste. Marie  
Civic Centre, 99 Foster Drive  
P.O. Box 580  
Sault Ste. Marie ON P6A 5N1

Dear Mr. Fratesi:

**Re: Contribution to The Corporation of the City of Sault Ste. Marie**

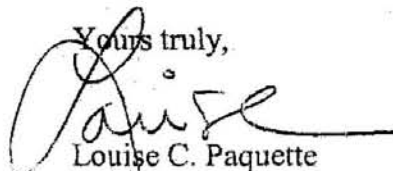
I am writing in response to your application for assistance received in our office on January 10, 2008. I am pleased to advise that FedNor is prepared to provide support of up to \$328,000, toward the purchase of technological enhancements for the Steelback Centre.

We recognize that the Steelback Centre is an important regional tourism asset. FedNor's contribution toward technology enhancements will assist in making Steelback a premier, entertainment and events facility in Northern Ontario. Please pay particular attention to Section 5.3 of the agreement, which outlines the specific conditions of our contribution.

Enclosed you will find a contract setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. Ms. Tracey Forsyth of our Sault Ste. Marie office is available to answer any questions you may have and may be reached at (705) 941-2070 or toll-free at 1-877-333-6673. I would ask that you return a signed copy of the contract to my attention in our Sudbury office acknowledging your acceptance of our offer.

May I offer my best wishes to The Corporation of the City of Sault Ste. Marie.

Yours truly,

  
Louise C. Paquette  
Director General  
FedNor

c.c. Mr. John Rowswell, Mayor

Canada



### 3.0 COSTS and FINANCING

#### 3.1 Detailed Project Costs

In order to effectively attract these activities, not only must the physical building be ready, but the venue must be properly provisioned with the proper equipment.

#### Steelback Centre Enhancement Project Amenities and Features Requirements

| ITEM                                                                  | COST ESTIMATE    |
|-----------------------------------------------------------------------|------------------|
| <b>Breakout Room Amenities</b>                                        |                  |
| Chairs                                                                | \$20,000         |
| Tables                                                                | 5,000            |
| Large projection screen                                               | 500              |
| Flip charts                                                           | 1,500            |
| White board                                                           | 5,000            |
| LCD projector                                                         | 5,500            |
| CD/DVD player                                                         | 1,000            |
| Stage 20x10x2(h)                                                      | 2,500            |
| Video conferencing capability                                         | 9,000            |
| Plasma/LCD screens                                                    | 5,000            |
| Smart board                                                           | 3,000            |
| Sound system                                                          | 5,000            |
| Podium                                                                | 1,000            |
| Carpeting                                                             | 15,000           |
| Portable wall                                                         | 12,000           |
| Artistic murals on walls                                              | 2,500            |
| Consulting fees                                                       | 8,000            |
| Security camera system                                                | 12,000           |
| Interior info boards                                                  | 82,000           |
| Exterior digital signage - two locations                              | 80,000           |
| Elephant seating                                                      | 80,000           |
| In-fill seating                                                       | 80,000           |
| Pipe and drape -                                                      | 10,000           |
| Tables for convention floor                                           | 25,000           |
| Chairs for convention floor                                           | 100,000          |
| Rigging System                                                        | 100,000          |
| Barricade (Bike Rack)                                                 | 7,000            |
| Barricade (Stage Security)                                            | 15,000           |
| Stage Wings/Platforms                                                 | 12,000           |
| Stage Wheelchair Ramp                                                 | 17,200           |
| Stage Guard Rails/Skirting                                            | 17,000           |
| Communication Systems                                                 | 25,000           |
| Box Office - partition walls - not done under the construction budget | 12,000           |
| Genie Lift - used                                                     | 30,000           |
| Forklift                                                              | 25,000           |
| <b>Total</b>                                                          | <b>\$830,700</b> |

5(+)

NICHOLAS J. APOSTLE  
COMMISSIONER COMMUNITY SERVICES



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

2009 01 26

Mayor John Rowsell  
and Members of City Council

### **Essar Centre – Changes to the Memorial Wall**

Council may recall that the plaques honouring those local citizens who gave the supreme sacrifice in World Wars I and II are displayed in the lobby of the Essar Centre. The attached letter from Walter Wallace, President, Royal Canadian Legion, Branch 25 asks for the following to be added to the display in the lobby of the Essar Centre:

1. That a title board or display be added, explaining the purpose of the plaques and why the names are displayed.
2. That an additional plaque be added listing the local community members who lost their life during the Korean conflict. There are five local members in total.
3. That a railing be erected across the front of the display which will protect the plaques from damage from people leaning against them and will allow for a wreath(s) to be displayed.

A quote to provide all of the above has been obtained and it is estimated to cost \$15,000.

Staff will include this matter as a supplementary item in the 2009 budget for Council's consideration unless otherwise directed.

Respectfully provided,

Nicholas J. Apostle  
Commissioner Community Services

j:\council\essar centre memorial wall updating 2009 02 00

cc: W. Wallace, President, Royal Canadian Legion – Branch 25  
B. Freiburger, Commissioner of Finance

attached

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi  
Chief Administrative Officer

5(+)



## THE ROYAL CANADIAN LEGION BRANCH 25

P.O. BOX 22040 — SAULT STE. MARIE, ON — P6B 6H4  
OFFICE: (705) 945-8721 — Lounge (705) 256-6921  
FAX (705) 945-6372

2007 04 02

Mr. Nick Apostle  
Director of Community Services  
City of Sault Ste. Marie,  
99 Foster Dr.  
Sault Ste. Marie, ON

Dear Nick,

As a follow up to all the activity we had over the very busy past year, getting the New Arena open and the Memorial tower secured, I am writing to find out how and when the city can finish up the plaque display in the Foyer. There still needs to be a Title board or display telling the public what the plaques are and why these names are displayed. I have received calls, at the Legion, from family members demanding the names of their ancestors who fought in the war be added to this list. When I try to explain that these were members from the Sault and surrounding area who died in the two wars, they are surprised. I thought everyone knew this but I now know better. We must continue to educate our city and honour the memory of our fallen.

We also agreed that these plaques should be, now, updated to include the local community members who lost their lives during the Korean conflict. In the Memorial Gardens the Memorial and the Gardens was built to honour veterans of the two World Wars. The Museum and/or Rev. Phil Miller can help with the names of local Korean War casualties.

Another thing I would ask you and the committee to consider is, to put a small railing or divider across the front of the plaque area. This will allow us an opportunity to mount and display a wreath in front of the plaques to honour the memory and to protect the plaques from damage. The lettering is not engraved but stuck on. Many people waiting to get tickets or waiting for the doors to open for games and functions are leaning and rubbing against the plaques. It won't be long before letters or names will disappear.

Promoting Remembrance is still a very important mandate of the Royal Canadian Legion and we would like to see this very important memorial be completed and protected from damage.

Thanks for your valued support for all the Legion projects.

Sincerely,

*Walter Wallace*

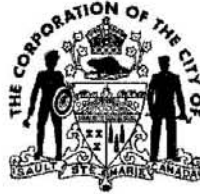
president  
Royal Canadian Legion - Branch 25

COMMUNITY SERVICES DEPT. COMMUNITY SERVICES DEPT.

JUL 31 2007

RECEIVED RECEIVED

**Norman Fera**  
Manager  
Community Centres



**Community Services**  
**Community Centres**

2009 01 26

Mayor John Rowswell  
and Members of City Council

**RE: McMeeken Centre Chiller**

This report is to advise City Council that the Ammonia Chiller at the W. J. McMeeken Centre is required to be replaced as soon as possible as advised by the Boiler Inspection and Insurance Company of Canada (bi&i).

**Background**

Over the past several years, through the budget process, it has been noted that the W.J. McMeeken Centre requires plant and equipment upgrades. A recent inspection (attached) by The Boiler Inspection and Insurance Company of Canada (bi&i), recommended that arrangements be made to replace the forty year old ammonia chiller, as the unit is past its normal useful life expectancy.

**Scope of Work and Estimated Costs**

The scope of the work that is required consists of the following elements:

- Remove the ammonia and brine from the chiller.
- Remove and dispose of the old chiller
- Install a new brine chiller with surge drum
- Recharge the system with the existing brine and ammonia

CIMCO Refrigeration has provided a budget quote for the work described above. It is estimated at approximately \$60,000.

In addition, arrangements for work on the building to facilitate the installation are required. An opening in the side of the building is necessary to remove the old chiller, new concrete bases for the unit will need to be supplied, and appropriate electrical work must be completed.

The estimated cost of this additional work and contingencies is expected to total an additional \$20,000.

Total estimated project cost is \$80,000.

**Implications Of Not Proceeding With The Work**

Should this work not be completed prior to the next operating season it is highly likely that the refrigeration plant will not be permitted to operate. We have been advised that there is an approximate four month period from the time point of ordering to installation; meaning that an order would need to be submitted in May 2009 to ensure that the normal opening of the Centre would be met in October 2009.

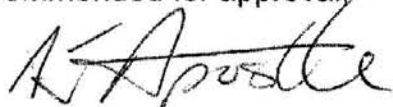
Staff will include this matter as a supplementary item in the 2009 budget for Council's consideration unless otherwise directed.

Respectfully submitted,



Norman Fera  
Manager Community Centres

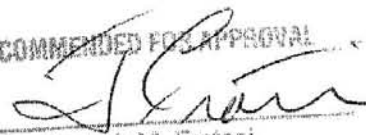
Recommended for approval,



Nicholas Apostle  
Commissioner Community Services

j:\p\council\mcmeehan centre chiller

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

5(4)

INSURED: CORPORATION OF THE CITY OF SAULT STE. MARIE

LOCATION: MCMEEKIN ARENA, 616 GOULAIS AVENUE, SAULT STE MARIE, ON

DATE OF INSPECTION: AUGUST 06, 2008

INSPECTOR: DARRYL SPRAGUE

September 5, 2008

**REVISED COPY**

CORPORATION OF THE CITY OF SAULT STE. MARIE  
P O Box 580  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

**ACTIVITY:**

All pressure vessels and other insured objects were inspected externally at the time of the visit.

**RECOMMENDATION DEFINITIONS:**

CODE: Jurisdictional requirement  
PRIORITY: Recommendation that requires immediate action  
ADVISORY: Good engineering practice

**RECOMMENDATIONS UPDATE:**

**01-06-09: ADVISORY**

**Ammonia Chiller**

We recommend that arrangements should be made for the replacement of the forty year old ammonia chiller as the unit is past its normal useful life expectancy.

**STATUS: AUGUST 06, 2008**

We note that the recommendation made at our inspection of September 26, 2006 has not yet received attention.

**01-08-08: PRIORITY**

**Chiller**

In order to determine any deterioration of the tube walls in the chiller, it is recommended that these tubes be tested using the Eddy Current Method.



**02-08-08: PRIORITY****Discharge Piping of Compressor's**

It is recommended the bolts on the discharge of all compressor's be replaced with longer ones that protrude at least two threads past the nuts.

**OBSERVATION:**

The pressure vessel objects were inspected externally in service, as far as insulation and construction would permit. All operating conditions appeared to be normal and maintenance conditions were found to be of satisfactory standard, except as noted and recommended above.

**SUMMARY:**

The above recommendations were discussed with Mr. Pat Proulx. We understand that corrective measures will be taken.

Derek Janke  
Inspection Department

DJ/mt - 22765.0806

5(v)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

File No.: L-329

REPORT TO: Mayor John Rowswell  
and Members of Council

REPORT FROM: Lorie A. Bottos  
City Solicitor

DATE: 2009 01 26

SUBJECT: RESOLUTION OF SEPTEMBER 22<sup>ND</sup> FROM THE SAFE  
COMMUNITIES PARTNERSHIP REGARDING A  
COMMUNITY SAFETY VILLAGE

**PURPOSE**

The purpose of this report is to respond to the following Council resolution from September 22, 2008:

"Resolved that the report of Mayor John Rowswell dated 2008 09 22 concerning Safe Communities Partnerships – Community Safety Village of Sault Ste. Marie be accepted and the recommendation that Council support:

1. that the staff be requested to identify 2 - 3 acres of land that will eventually be leased for the Community Safety Village project;
2. that this project be provided with some seed money to assist Safe Community Partnerships with professional design services in the amount of \$20,000.00 with the funds to come from Council's Community Fund

be approved".

**ATTACHMENTS**

A map showing City owned properties that are 2 to 3 acres in size will be available on the bulletin board at the meeting. Trying to reduce the map to 8 ½" x 11" would make it too difficult to identify specific sites.

## BACKGROUND

Following Council's receipt of the submission from Safe Communities Partnership I wrote to the Huron Superior Catholic District School Board and the Algoma District School Board asking if either of the Boards had properties that could be made available for the Safety Village. Council will recall that attached to the submission from Michael Gaudette of Safe Community Partnerships were letters from the two school boards in support of the project. Unfortunately neither of those school boards is able to make available vacant property. The Huron Superior Catholic District School Board said it has two surplus properties that cannot be made available at this time. If that situation changes the Board will advise the City. Any disposition is subject to Ministry of Education Capital Funding Program. The Algoma District School Board stated that it is updating its long range capital plan at this time and therefore cannot identify surplus properties until that plan is completed.

On December 1, 2008 I met with Pat McAuley, Commissioner of Public Works and Transportation, Nick Apostle, Commissioner of Community Services, Don McConnell, Planning Director and Nuala Kenny, Assistant City Solicitor to review a plan that the Planning Division had put together identifying City owned parcels that are at least two to three acres in size. In Mr. Gaudette's submission of Council he also made mention that the site should be high profile, meaning that is easily visible to the public. From staff's point of view, another criteria would be that the site be serviced with municipal services.

## COMMENT

Some sites were ruled out because, for example, in the case of the John Rhodes Community Centre, that site is fully occupied with baseball and football fields, the skate board park and buildings. Bellevue Park was ruled out because the Safety Village does not fit into the park master plan. There is an area at Strathclair Park that is large enough. It is an area in behind the Humane Society building. However that site does not benefit from municipal services. There is an area in behind the McMeeken Centre that now serves as a play field. However that site, being located behind the building, was not seen as having a high enough profile to meet the criteria of Safe Communities Partnership. Also, depending on the final location of the indoor soccer facility, Elliott Field on Rossmore Road could be the subject of further review.

Subject to further review for site evaluation, the staff has identified four sites that might meet the criteria of the Safe Community Partnership. The sites are:

1. Penhorwood Park located on the west side of Pine Street between MacDonald Avenue and Cunningham Road.
2. Part of the 7.1 acres that the City owns in the vicinity of No.4 Firehall on Old Garden River Road.
3. Rosedale Park located on Chapple Street just to the west of Rosedale school and
4. Vacant property at the north end of Carmen's Way near the intersection with John Street (subject to confirmation of services being readily available and determining whether access is suitable).

Each of these sites would be the subject of further review to see if they meet the criteria of Safe Community Partnership in terms of being centrally located and having a high enough profile. The Council resolution allocated \$20,000.00 for professional design services and perhaps as part of that review, there can be some further examination of these identified sites.

Although we see the merit in what is proposed by Safe Community Partnerships, staff feels that Council should get a better handle on what the cost of constructing the Community Safety Village would be and also the ongoing maintenance. Also, would the construction of the Village be duplicating some of the services that are now being provided by Police and Fire in the classroom?

A copy of this report has been provided to the Safe Community Partnership.

## RECOMMENDATION

This report is provided for Council's information and any further direction to staff. Staff recommends that if Council wants to proceed with this project and Council decides to identify a park site, that the Parks and Recreation Advisory Committee be asked to comment on the park sites mentioned.

Yours truly,



Lorie A. Bottos  
City Solicitor  
LAB:on

RECOMMENDED FOR APPROVAL



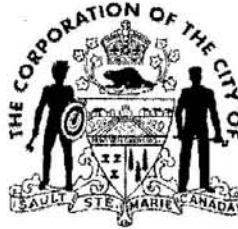
Joseph M. Fratesi  
Chief Administrative Officer

cc. Pat McAuley, Commissioner of Public Works & Transportation  
cc. Nick Apostle, Commissioner of Community Services  
cc. Don McConnell, Planning Director

5(w)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

**FILE NO.:** L-265

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2009 01 26

**SUBJECT:** ONTARIO REALTY CORPORATION EXTENSION OF  
LEASE FOR PORTION OF BUILDING AT 540 ALBERT  
STREET EAST (MINISTRY OF HEALTH LONGTERM  
CARE LABORATORY)

For the information of council I have received notice that Ontario Realty Corporation has exercised its option to extend its lease for the portion of the building it occupies at 540 Albert Street East (the third floor) for a further period of 5 years. The Province has leased this portion of the building since the City purchased the building in 1999. The Province pays \$67,188 annually in rent.

Respectfully Submitted,

Lorie A. Bottos  
City Solicitor

LAB/cf

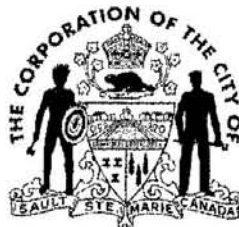
RECOMMENDED FOR APPROVAL

Joseph M. Pratosi  
Chief Administrative Officer

council reports/2009 reports/3<sup>rd</sup> floor Works building jan26.2009

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

**FILE NO.:** P.4.5.290

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2009 01 26

**SUBJECT:** ACQUISITION BY CITY OF LAND BY LEASE AND BY  
PURCHASE AT THE BELLEVUE MARINA FROM THE  
PROVINCE

**PURPOSE**

The purpose of this report is to recommend to council the acquisition of parts 1, 2 & 6 on plan 1R-11372 from the Provincial Government and the lease from the Province of parts 3, 4 & 5 on that same plan. This property is located at the foot of Pine Street and makes up part of the Bellevue Marina.

**ATTACHMENTS**

Attached is a copy of the portion of plan 1R-11372 which shows the six parts being transferred to the City either by way of lease or by way of deed.

**BACKGROUND**

Property matters involving the Bellevue Marina have been going on for a number of years. At one point the Federal Government was involved but the Federal Government wanted to withdraw from any involvement in smaller harbours and marinas and the Bellevue Marina fell into that category. On March 12<sup>th</sup>, 2007 the City acquired property along the perimeter of the Bellevue Marina from the Federal Government. That was authorized by by-law 2007-43.

Since that time the discussions have been going on with the transfer from the Provincial Government. I have now received from Pat McDonald at the local



5(x)

Ministry of Natural Resources office two Applications for Crown Land. One Application is for the transfer of parts 1, 2 & 6 on reference plan 1R-11372 to the City. The value of this property is \$32,673.88.

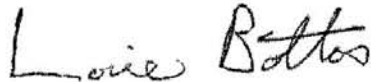
The second Application for Crown Land is for the lease of parts 3, 4 & 5. The annual lease amount is \$4,813.87 based on 2,394.5 linear feet of dock space.

Joe Cain, Manager of Recreation and Culture and I have been involved in these discussions with both the Federal and Provincial governments going back to the late 1990's.

### RECOMMENDATION

The recommendation from Joe Cain and myself is that City set the wheels in motion to complete the acquisition of parts 1, 2 & 6 on 1R-11372 for the price of \$32,673.88 by signing the Application for Crown Land and further that the City lease parts 3, 4 & 5 on 1R-11372 for the annual rental amount of \$4,813.87 once again by signing the Application for Crown Land. If Council is in agreement an appropriate resolution appears on your agenda this evening.

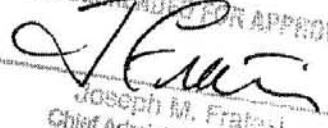
Respectfully Submitted,



Lorie A. Bottos  
City Solicitor

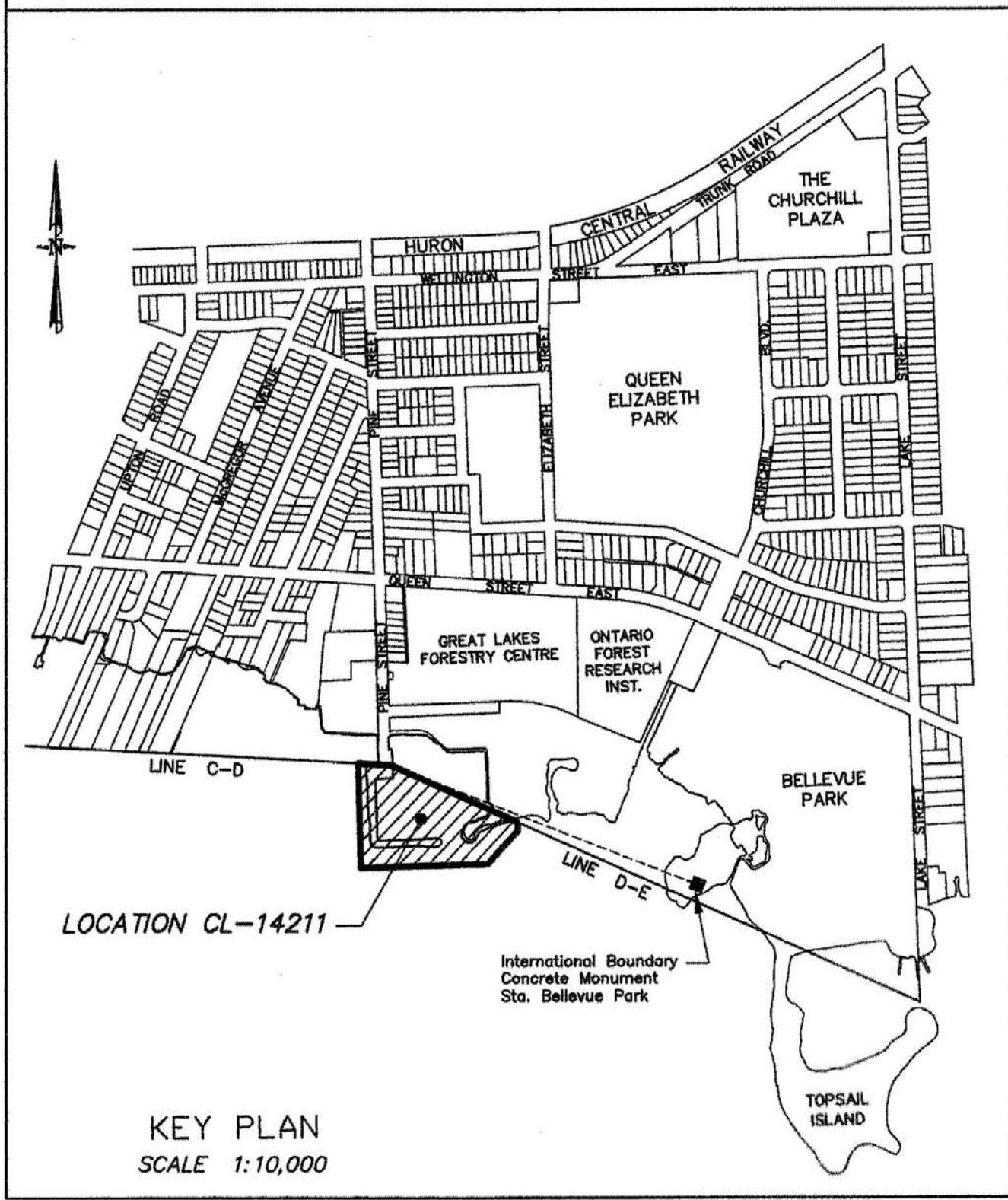
LAB/cf  
Attachment: sketch

cc. Joe Cain, Manager Recreation and Culture  
Community Services Department

RECOMMENDED FOR APPROVAL  
  
Joseph M. Fratesi  
Chief Administrative Officer



5(x)



KEY PLAN  
SCALE 1:10,000

5(y)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

**FILE NO.:** P.4.7.43

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Lorie Bottos  
City Solicitor

**DATE:** 2009 01 26

**SUBJECT:** EXCHANGE OF PROPERTY INVOLVING ONTARIO  
REALTY CORPORATION AND SAULT AREA HOSPITAL

In the course of developing the driveway access off of Great Northern Road for the new Sault Area Hospital, it was necessary for the Sault Area Hospital to acquire a small triangle piece of property from the Province through the Ontario Realty Corporation. In that process Ontario Realty Corporation asked if the City would take title to the parcel of property required by the hospital and then the City would transfer the property to the Sault Area Hospital. The parcel is shown as part 13 on the attached sketch (which is part of 1R 11212). It is just a corner rounding for the driveway leading in off of Great Northern Road. The Ontario Realty Corporation has now obtained the Order of Council required to dispose of the property.

It's lawyer has prepared an Agreement of Purchase and Sale to give effect to the transfer. The City will incur no cost in this transfer. The Agreement of Purchase and Sale is attached to by-law 2009-22. By-law 2009-22 is recommended for council's approval.

Respectfully Submitted,

Lorie A. Bottos  
City Solicitor

RECOMMENDED FOR APPROVAL  
  
Joseph M. Frasci  
Chief Administrative Officer

LAB/cf

Attachment: sketch

council reports/2009 reports/SAH jan26.2009

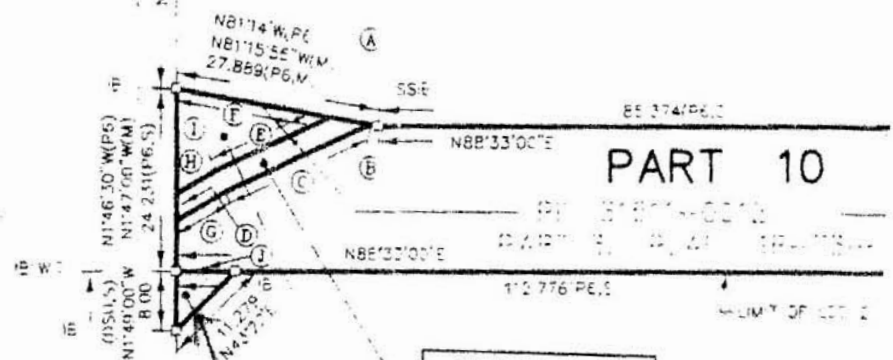
The Corporation of the City of Sault Ste. Marie  
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1  
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405  
[www.cityssm.on.ca](http://www.cityssm.on.ca)

5(y)

PART 21

HIGHWAY 17 (TRANS CANADA)

SUBJECT TO EASEMENT  
AS SHOWN THEREON



PART 9  
SUBJECT TO EASEMENT  
AS SHOWN THEREON

PART 8  
SUBJECT TO EASEMENT  
AS SHOWN THEREON

PART 13

PART 10

5(z)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

**FILE NO.:** S.2.3

**REPORT TO:** Mayor John Rowswell  
and Members of City Council

**REPORT FROM:** Nuala Kenny  
Assistant City Solicitor

**DATE:** 2009 01 26

**SUBJECT:** SALE OF A PORTION OF HUDSON STREET AND  
LANEWAY TO THE ST. MARY'S RIVER BRIDGE  
COMPANY

**PURPOSE**

The purpose of this report is to recommend to Council the sale to the St. Mary's River Bridge Company (International Bridge Authority) a portion of Hudson Street north of Queen and a laneway running west off that portion of Hudson Street.

**ATTACHMENT**

Attached is a plan showing the property involved.

**BACKGROUND**

The International Bridge Authority through the St. Mary's River Bridge Company is acquiring land on the north side of Queen Street from Hudson Street westerly to where the Bridge crosses over Queen to accommodate the immediate requirements of the Canada Border Services Agency for secondary inspection of vehicles. Right now trucks entering Canada that are identified for secondary inspection are taken to an off site location for that secondary inspection to be carried out. The International Bridge Authority pays the cost of the lease for that offsite location.

The St. Mary's River Bridge Company holds the title to land on the Canadian side of the border. It has been acquiring land on the north side of Queen. Most of



those properties have already been acquired and the deals for the remaining properties will soon be completed. One additional property that is needed by the IBA is the portion of Hudson Street north of Queen and a laneway running westerly off Hudson Street. An appraisal was prepared by Judy Luzzi valuing this property at \$7,612.00. The IBA is prepared to acquire the property at this price.

The St. Mary's River Bridge Company will own property on both sides of Hudson Street and the laneway. The closing of Hudson Street and the laneway will be subject to a road closing bylaw which will be advertised as required by City policy.

### **RECOMMENDATION**

The recommendation is that council approve the sale of this property (portion of Hudson Street and the laneway) to the St. Mary's River Bridge Company. By-law 2009-24 appears on your agenda for first and second reading this evening.

Respectfully Submitted,



Nuala Kenny  
Assistant City Solicitor

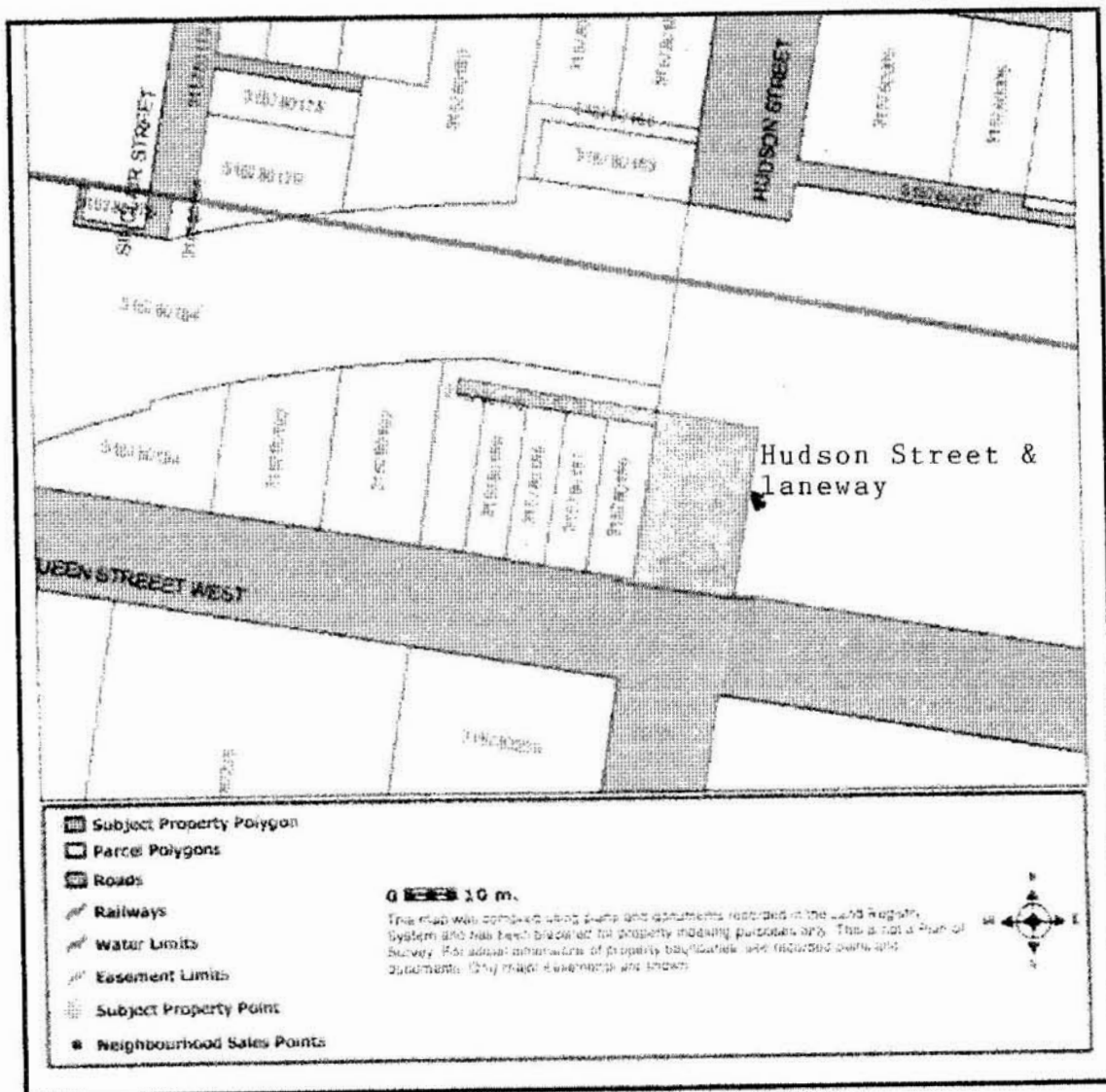
NK/cf  
Attachment: Map of area

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

## Site Plan



5(aa)

LORIE BOTTOS  
CITY SOLICITOR

NUALA KENNY  
ASSISTANT CITY SOLICITOR



**LEGAL  
DEPARTMENT**

**FILE NO.:** P.4.6.401

**REPORT TO:** Mayor John Rowsell  
and Members of City Council

**REPORT FROM:** Nuala Kenny  
Assistant City Solicitor

**DATE:** 2009 01 26

**SUBJECT:** PROPOSED CONVEYANCE OF PROPERTY FOR  
PARKING TO THE ITALIAN HOUSING CORPORATION  
(VILLA SANTA MARIA) AND ALGOMA CONDOMINIUM  
CORPORATION #16 (AT 711 BAY STREET)

**PURPOSE**

The purpose of this report is to bring to Council's attention a request from Italian Housing Corporation (Villa Santa Maria) and the Algoma Condominium Corporation #16 (711 Bay Street) to purchase land located between the Art Gallery and the Library to be used for parking.

**BACKGROUND**

Initially the City was approached by the Italian Housing Corporation to acquire land needed to satisfy the needs of Villa Santa Maria for parking. When Villa Santa Maria was built in the early 1990s the parking requirement and zoning bylaws for seniors buildings was .25 spots per unit. Although that may have been adequate at the time it is not reflective of the parking needs for seniors buildings now. In fact the zoning bylaw now requires 1.25 spaces per unit for seniors buildings.

During the discussions with the representatives from Villa Santa Maria, representatives from Algoma Condominium Corporation #16 located at 711 Bay Street approached the City asking that it also be provided with some additional parking space.

Italian Housing Corporation and Algoma Condominium Corporation #16 were put in touch with each other and they worked out an arrangement whereby the City would convey a piece of property located between the Art Gallery and the Library. Parking sufficient for 6 spaces would be conveyed to the Condominium Corporation while parking sufficient for 29 spaces would be conveyed to the Villa Santa Maria building.

Don McConnell had contact with both representatives from the Art Gallery and the Library. Neither has a problem with the conveyance of this property. This property will not interfere with any possible expansion of the Art Gallery or the Library.

An appraisal of the property was prepared. It valued the property in total \$21,200.00. This purchase price will be paid to the City by Villa Santa Maria and the Condominium Corporation.

Right now residents of Villa Santa Maria have occupied some parking in the vicinity of the Art Gallery. Villa Santa Maria will be told that the condition of this transfer the parking near the Art Gallery will have to be abandoned.

#### RECOMMENDATION

The recommendation is that the City convey approximately 868 square meters of property to the Italian Housing Corporation and approximately 204 square meters to Algoma Condominium Corporation #16 for a purchase price of \$21,200.00 in total and that Villa Santa Marie be advised that it must abandon the parking spaces its residents now occupy near the Art Gallery. By-law 2009-25 appears elsewhere on the agenda and is recommended for approval.

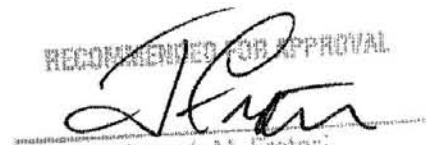
Respectfully Submitted,



Nuala Kenny  
Assistant City Solicitor

NK/cf

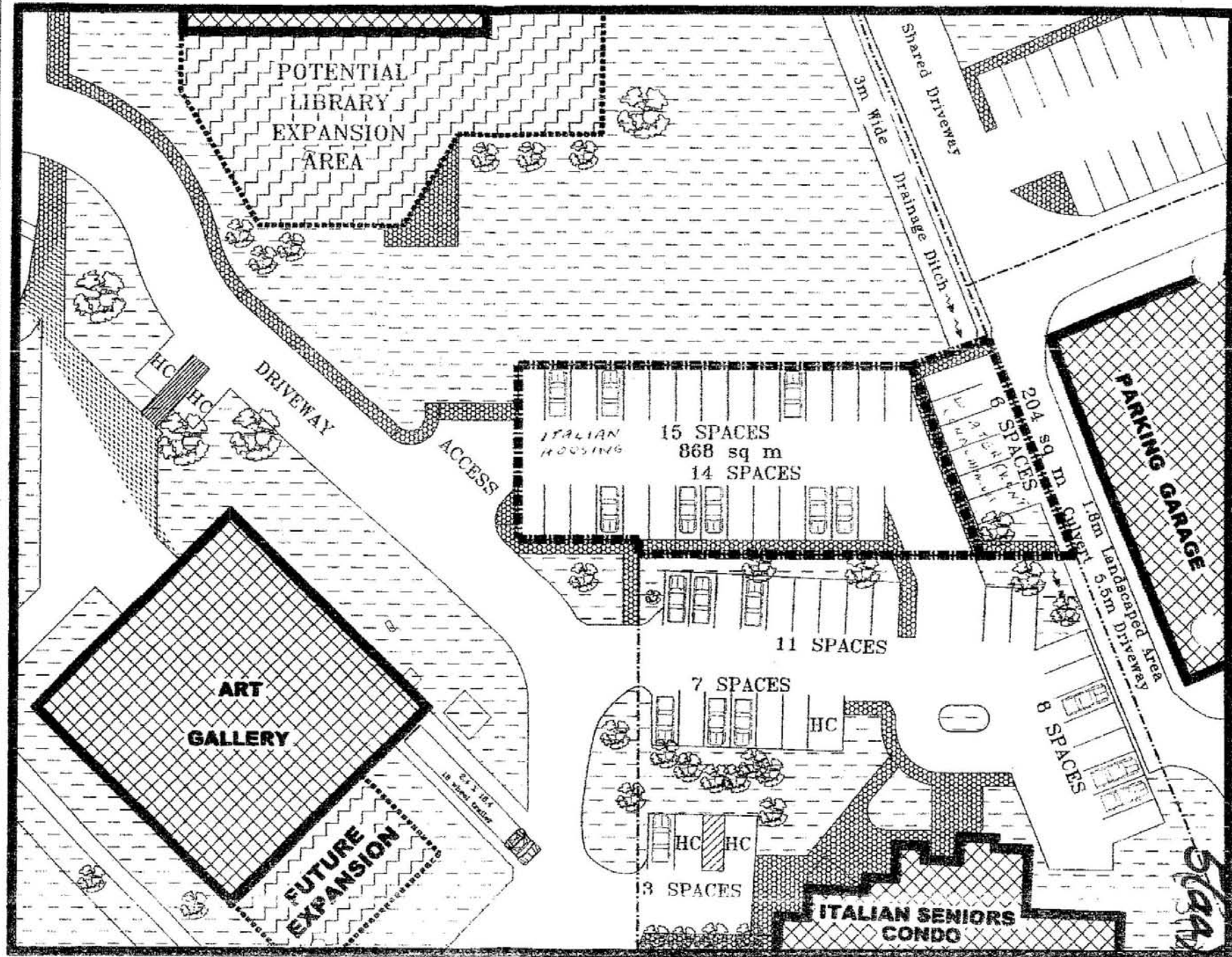
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

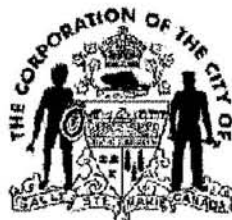
# PROPOSED CONDO PARKING LAYOUT

December 15, 2008



5(b6)

Randall Roy  
Waste Diversion  
Supervisor



Public Works &  
Transportation  
Department

2009 01 26

Mayor John Rowsell  
And Members of Council  
Civic Centre

**RE: GOLD BOX DESIGNATION**

On October 6, 2008, Council passed the following resolution:

“Be it resolved that the Public Works and Transportation Department prepare a report on the advisability of initiating a program whereby the best of Sault Ste. Marie recyclers are recognized through a Gold Box Program.”

Discussion

The City of Hamilton has put in place a program to reward a limited number of good recyclers each month. Each participant must fill out an application form and grant the municipality permission to sort through the refuse and recycling in order to put a diversion rate on the actual household refuse. Six names are drawn from the applicants each month with the best recyclers being awarded a gold box and a check for \$140.00.

It is recommended that Sault Ste. Marie **not** undertake a similar program for the following reasons:

- We have many good recyclers in the multi-family, institutional, commercial and industrial sectors that will be missed by such a program, since their waste is not collected individually.
- Privacy issues are a concern, and many residents may not participate knowing staff will be sorting through their waste.
- Conducting continual waste audits would use substantial staff time and sorting through residential refuse is not a pleasant task. Hamilton provides a separate collection for compostable kitchen waste (organic material). Sault Ste. Marie does not have organic collection, thus making a waste audit that much more difficult.



- Sault Ste. Marie residents have proven to be good recyclers and recycling has increased substantially since 2002. Our current recycling program and the staff involved are very active in educating the public on ways to increase the amount of recycling and in responding to public concerns. It has worked well for a community of our size, and it is felt that the Hamilton program is not necessary to encourage more recycling.

### Recommendation

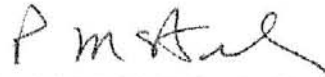
It is therefore recommended that Sault Ste. Marie **not** embark on a Gold Box Program, similar to the program in place in Hamilton as a means to encourage more recycling. Staff will review other municipal programs in the province that reward and encourage recycling, and if an appropriate program is found a recommendation will be brought to Council in the future.

Respectfully submitted,



Randall Roy  
Waste Diversion Supervisor

Recommended for approval,

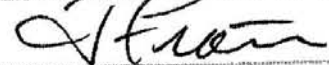


Patrick M. McAuley, P. Eng.  
Commissioner

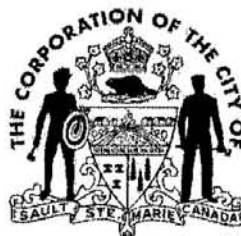
RR:cmr

\\pwr\DeptShare\Council 2009\Gold Box Recycling Program

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer



2009 01 26

Mayor John Rowswell  
and members of City Council  
Civic Centre

**RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE**

1. 2009 AMCTO CONFERENCE – FUNDING REQUEST
2. 2009 ALL-ONTARIO BANTAM AAA CHAMPIONSHIPS – FUNDING REQUEST
3. 2008 RINGETTE WORLD CHAMPIONSHIPS – POST-EVENT REPORT

In 2008, City Council established an annual fund in the amount of \$20,000.00 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the City. A Council Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to City Council. Two funding requests for upcoming events in Sault Ste. Marie follow:

**2009 Conference of the Association of Municipal Managers Clerks and Treasurers of Ontario (AMCTO)**

The Conferences and Major Special Events Committee has now received and reviewed a request for financial sponsorship from the Association of Municipal Managers Clerks and Treasurers of Ontario which is holding its annual conference in Sault Ste. Marie in June 2009. The application meets the purpose, rationale and all eligibility criteria of the policy guideline for funding. The Committee recommends financial assistance in the amount of \$5,000.00. This amount allows the city to participate at the 'gold' sponsorship level. The attached AMCTO correspondence details the gold sponsorship involvement in the conference.

**2009 All-Ontario Bantam AAA Championships**

The Conferences and Major Special Events Committee has now received and reviewed a request for funding from the 2009 All-Ontario Bantam AAA Championships organizers for this event which will be held in Sault Ste. Marie in March 2009. The application meets the purpose, rationale and all eligibility criteria of the policy guideline for funding. The Committee recommends financial

assistance in the amount of \$5,000.00. Tourism SSM has also committed \$5,000.00 in funding for this event.

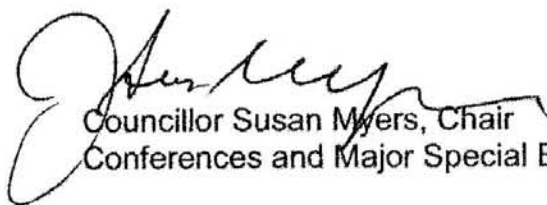
**Post Event Report - 2008 World Ringette Championships**

The post-event report completed by the Sault Ringette Club which hosted the 2008 World Ringette Championships held in Sault Ste. Marie in November 2008 is attached for the information of Council. On October 6, 2008, Council approved funding in the amount of \$20,000.00 for this event. \$10,000.00 was advanced and the remainder was provided post-event in the amount of \$7,042.91 (less \$2,957.09 due to the City).

**Recommendations**

That City Council receives the Post Event Report of the 2008 World Ringette Championships as information; and further that City Council authorizes municipal financial support in the amount of \$5,000.00 for the 2009 Conference of the Association of Municipal Managers Clerks and Treasurers of Ontario (AMCTO) and in the amount of \$5,000.00 for the 2009 All-Ontario Bantam AAA Championships with funds to come from the Conference and Major Special Events fund.

Respectfully submitted



Councillor Susan Myers, Chair  
Conferences and Major Special Events Committee

## AMCTO Conference 2009 – June 14<sup>th</sup> – 17<sup>th</sup>, 2009

### **GOLD \$5,000 or more**

- ☑ Be acknowledged as the Gold sponsor of an event in the conference program and on all related signage and print using your corporate logo
- ☑ 2 full delegate passes & 4 tickets to your sponsored event, or an event of your choice (excluding optional events)
- ☑ Reciprocal **web link** to AMCTO's conference website from the date of sponsorship payment to December 1, 2007
- ☑ **Full** page ad in the conference program
- ☑ Corporate promotional material in the delegate kit
- ☑ Sponsor recognition in AMCTO's official publication, the *Municipal Monitor*

### **SILVER \$2,500**

- ☑ Be acknowledged as the Silver sponsor of an event in the conference program and on all related signage and print using your corporate logo
- ☑ 1 full delegate pass & 3 tickets to your sponsored event, or an event of your choice (excluding optional events)
- ☑ **1/2** page ad in the conference program
- ☑ Place your corporate promotional material in the delegate kit
- ☑ Sponsor recognition in AMCTO's official publication, the *Municipal Monitor*

### **BRONZE \$1,250**

- ☑ Be acknowledged as a Bronze sponsor in the conference program and on all related signage and print using your corporate logo
- ☑ Receive a **1/4** page ad in the conference program
- ☑ Be recognized in AMCTO's official publication, the *Municipal Monitor*

### **ASSOCIATE \$500**

- ☑ **Business card** size ad in the conference program
- ☑ Recognition in AMCTO's official publication, the *Municipal Monitor*

"Yes, my organization is interested, please reserve ☒"

#### **Gold Opportunities** ☐

- ☐ Annual Awards Luncheon - Tuesday
- ☐ Delegate Portfolios
- ☐ Gala Dinner - Tuesday
- ☐ Monday Night Event (Canadian Heritage Bushplane Centre)

#### **Silver Opportunities** ☐

- ☐ Luncheon - Monday in Trade Show
- ☐ Closing Lunch -Wednesday
- ☐ Gala Reception
- ☐ Golf Tournament & Reception - Sunday
- ☐ Annual General Meeting
- ☐ Opening Reception – Sunday
- ☐ Keynote Speaker & Plenary - Monday

#### **Bronze Opportunities** ☐

- ☐ Breakfast –Monday in Trade Show
- ☐ Continental Breakfast - Tuesday
- ☐ Hospitality Suite - Sunday, Monday or Tuesday
- ☐ Past President's Lunch
- ☐ First Timers Reception

#### **Associate Opportunities** ☐

- ☐ An Education Session
- ☐ A Refreshment Break

*The above levels are guidelines. We welcome your interest and will gladly discuss your individual participation, budget and requirements.*

5(cc)

**Corporation of the City of Sault Ste Marie  
Conferences and Major Special Events Policy**

**Post Event Report**

The purpose of the Post Event Report is to provide accountability to the Corporation of the City of Sault Ste. Marie - Conference and Special Events Committee of the funds that have been provided.

Date of Event: Nov 5 - 8, 2008

Amount: \$20,000.00

Category: ☐ Conference ☒ Major Special Events

Purpose of the funds as per original application:

To host the inaugural International Ringette Federation World Club Championships and the Sault Ice Hawks Junior Invitational Tournament.

Did the use of the funds deviate from original purpose? If so, please explain.

No

Please provide details how the funds created an economic impact in our community.

By bringing in 14 ringette teams plus their families and fans the following economic benefits occurred. Use of the Holiday Inn, Watertown Inn and Travelodge for accommodations, use of City facilities such as the Essar Centre, John Rhodes Centre and City Transit Services and use of banquet facilities and car rental operations. There would also been an increase in the retail sector for shopping at the Station Mall and local restaurants.

Is there any expectation for a legacy project or for this conference/event to be held again in Sault Ste. Marie?

The Sault Ice Hawks Invitation Tournament that ran concurrent with the Championship will occur each year. As well there is a possibility of hosting the National Ringette Tournament in 2013 that will have 60 teams participating.

Please provide a summary report of all revenues and expenditures for the event.

Name: Debbie Jo Linklater

Signature: \_\_\_\_\_

Title: Tournament Co-Chair

Date: January 5, 2009

Name: Joe D'Angelo

Signature: \_\_\_\_\_

Title: Tournament Co-Chair

Date: January 5, 2009

\* A Post Event Report must be submitted within 30 days following the conclusion of the event.

Finance Department – November 28, 2008

5(cc)

**IRF WORLD CLUB CHAMPIONSHIP**  
**November 5 - 8, 2008**

**Revenue**

|                      |                     |
|----------------------|---------------------|
| Grant - City SSM     | \$ 20,000.00        |
| Donations            | 10,756.72           |
| Gate Revenues        | 4,995.00            |
| Banquet Tickets      | 1,160.00            |
| Program Sales        | 419.13              |
| Practice Ice Time    | 400.00              |
| Suite Rental         | 175.00              |
| <b>Total Revenue</b> | <b>\$ 37,905.85</b> |

**Expenditures**

|                                    |                     |
|------------------------------------|---------------------|
| Accommodations - referees          | \$ 2,321.02         |
| Advertising                        | 2,142.02            |
| Bank charges                       | 95.24               |
| Closing banquet                    | 5,656.22            |
| Ice Rental and preparation         | 8,952.09            |
| Insurance                          | 612.36              |
| Meal Allowances - referees         | 1,760.00            |
| Miscellaneous                      | 1,733.23            |
| Opening ceremonies                 | 6,546.20            |
| Player awards and trophies         | 1,955.77            |
| Programs                           | 1,000.00            |
| Supplies                           | 353.35              |
| Transportation - city bus          | 1,323.00            |
| Transportation - delegation        | 200.00              |
| Transportation - Finnish equipment | 543.11              |
| Web design and support             | 2,294.00            |
| <b>Total Expenditures</b>          | <b>\$ 37,487.61</b> |

**Net Income \$ 418.24**



5(cc)

**IRF World Club Championships  
City Revenue Reconciliation**

|                                              |                     |                                 |
|----------------------------------------------|---------------------|---------------------------------|
| City of SSM                                  | <b>\$ 20,000.00</b> | amount paid per World's records |
| Add:                                         |                     |                                 |
| Gate revenues collected by the City          | 4,995.00            |                                 |
| Ice deposit paid by Ringette Canada donation | 1,000.00            |                                 |
| Less:                                        |                     |                                 |
| Ice rental owed to the City                  | (8,952.09)          |                                 |
|                                              | <hr/>               |                                 |
|                                              | <b>\$ 17,042.91</b> | amount paid per City records    |

Currently the Statement submitted to the City contains a surplus of \$418.24. We are going to donate this to the local Sault Ste. Marie Ringette organization.

5(cc)

---

**From:** Bill Freiburger  
**Sent:** January 19, 2009 9:01 AM  
**To:** Donna Irving  
**Subject:** Community Conferences

Hi Donna,

In response to your request about the world ringette tournament, the following information is provided.

|                                                |                 |
|------------------------------------------------|-----------------|
| Payments to the world ringette - first payment | \$10,000.00     |
| - second payment                               | <u>7,042.91</u> |
| total                                          | 17,042.91       |

|                                                                                                                                                                   |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Transfer to Accounts receivable to offset billing<br>to World Ringette. City Funds were transferred to the<br>World Ringette to pay their account due to the City | <u>2,957.09</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

|                 |           |
|-----------------|-----------|
| Total City cost | 20,000.00 |
|-----------------|-----------|

01/19/09

5(cc)



## TOURISM

**Sault Ste. Marie**

*a division of the SSMEDC*

### **2008 IRF WORLD CLUB CHAMPIONSHIPS** *Economic Impacts*

The following economic impacts are based on accepted expenditure rates as determined by the Ontario Provincial Ministry of Tourism

**Main Tournament:**

|                                      |           |
|--------------------------------------|-----------|
| 147 players for 5 days (147x5x\$150) | \$110,250 |
|--------------------------------------|-----------|

|                                              |           |
|----------------------------------------------|-----------|
| Ringette Staff of 28 for 6 days (28x6x\$150) | \$ 25,200 |
|----------------------------------------------|-----------|

**Secondary Tournament:**

|                                      |           |
|--------------------------------------|-----------|
| 72 players for two days (72x2x\$150) | \$ 21,600 |
|--------------------------------------|-----------|

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Total direct economic impact</b> | <b>\$ 157,050</b> |
|-------------------------------------|-------------------|

**\*\*Important to note that these totals do not include any family members that traveled with each of the teams. This was difficult to determine, but indications from participating hotels suggest this could be as high as an additional 200-300 visitor days**



2009 01 26

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:** Mayor John Rowsell  
and Members of City Council

**SUBJECT:** Application No. A-1-09-Z & 57T-08-502 – filed  
by Major Contracting (Algoma) Limited

**SUBJECT PROPERTY:** Location – Located on the south side of Korah  
Road, approximately 35m (115') west of its  
intersection with Cooper Street, civic no. 1513,  
1517 & 1521 Korah Road  
Size – Approximately 124m (407') frontage x  
123m (403'); 1.53 ha (3.76 acres)  
Present Use – Vacant land  
Owner – Major Contracting (Algoma) Limited

**REQUEST:** The applicant, Major Contracting (Algoma)  
Limited, is requesting approval of a 15 (fifteen)  
lot, single detached residential subdivision.  
The application also requests a rezoning of  
Block "A" from "R.3" (Low Density Residential)  
zone to "R.2" (Single Detached Residential)  
zone; and a rezoning of Block "B" from "r.4"  
(Medium Density Residential) zone to "R.2"  
(Single Detached Residential) zone.

**CONSULTATION:** Engineering – See attached letter  
Building Division – No comments  
Legal Department – No comments  
Fire Services – No objection  
PUC Inc. Services – See attached letter  
CSD – No concerns  
Municipal Heritage Committee – No concerns  
Conservation Authority – See attached letter

EDC – No objections

PW&T – See attached letter

Transit Services Division – See attached letter

Accessibility Advisory Committee – See attached letter

## **PREVIOUS APPLICATIONS**

In 1986, an application was approved to rezone the subject property to facilitate the construction of 2 45-unit apartment buildings on 'Block B'. In 2007, an application was approved to rezone 'Block A' from "R.4" (Medium Density Residential) zone to "R.3" (Low Density Residential) zone in order to facilitate the development of 2 semi-detached dwellings.

## **Synopsis of Proposal**

Referring to the Draft Plan attached, the applicant, Major Contracting (Algoma) Limited is requesting a rezoning and draft approval for a 15-lot single detached residential subdivision. Located on the south side of Korah Road, the subject properties have approximately 125m (410') of frontage and 125m (410') of depth, totalling 1.56ha (3.86acres). The resulting cul-de-sac subdivision will have an approximate density of 3.9 dwelling units per acre. The subject properties are bounded to the east and south by semi-detached residential dwellings, and the Central Creek Channel to the west. A steep upward grade and rural residences are located along the north side of Korah Road, north of the subject property.

Referring to the subject property maps attached, the applicant is also requesting a rezoning in order to facilitate the development of this single detached residential subdivision. 'Block A' is to be rezoned from "R.3" (Low Density Residential) zone to "R.2" (Single Detached Residential) zone and 'Block B' is to be rezoned from "R.4" (Medium Density Residential) zone to "R.2" (Low Density Residential) zone.

A review of the proposed lot sizes reveals that Lots 1 and 2 (Block A) do not meet the minimum lot area of the "R.2" Zone, which is 550m<sup>2</sup>. There is not enough room to accommodate the required area, and as such, it is recommended that 'Block A' remain zoned "R.3", which has lower minimum lot area requirements at 460m<sup>2</sup>. The "R.3" zone permits single, semi, and duplex dwellings. Given the proposed lot configuration within 'Block A', Lots 1, 2 & 3 could support single and duplex dwellings, and Lot 3 could also support a semi-detached dwelling, given its larger size. The impact of semi or duplex development within 'Block A' would be minimal, given the surrounding semi-detached character of the area, and frontage on Korah Road, which is an arterial roadway.

Rezoning 'Block B' of the subject property to permit a lower density of residential development is appropriate. The subject property is located at the periphery of the Urban Settlement Area, and a substantial distance away from amenities, with the nearest commercial area at least 1.3km south on Second Line West. The subject property is also located at the northern edge of the PUC's pressure zone, and as such, servicing a higher density development with sufficient fire flows becomes challenging.

To service the proposed subdivision, a municipal sewer will be extended from the south, and through a 9m easement between Lots 10 and 11. Storm drainage will be accommodated via a series of catchbasins that will drain south through the easement between Lots 10 and 11, and then west via an underground pipe below a drainage swale that will accommodate rear yard drainage of Lots 10-12. Such easements must be wide enough and of proper design to allow PWT access in order to maintain the drainage course. Water services will be brought in from the north, via Korah Road.

### **Conformity with the Official Plan**

The proposed subdivision and rezoning are in conformity with the 'Residential' land use designation on Schedule 'C' of the Official Plan.

The Official Plan has a number of policies aimed at guiding residential subdivision developments:

Part VI, Section 2.4 – Transportation, supports the provision of sidewalks on at least one side of local streets in new residential developments, however, given the length, sidewalks will not be required for the proposed cul-de-sac.

Policy D.5 notes that 'The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.' Traditionally, the City's policy for new residential subdivisions has been one tree per lot. It is the City's practise that prior to the finalization of the subdivision agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings. This should be included as a condition of approval.

For new subdivisions, the City has agreed to provide and plant a tree of the owner's choice for each lot after the houses have been developed, the location of which will be determined by the City's Parks Division, in consultation with the home owner.

Policy P.4 notes that residential developments shall be required to provide 5% of the land for park purposes or cash in lieu of 5% where the City deems it appropriate. Given the proximity of the Central Creek Channel and open space at Korah Collegiate, lands for park space are not required for this development. However, as a condition of approval, staff recommends that 5% cash-in-lieu of



parkland be collected from the developer as part of the finalization of the subdivision agreement.

### Comments

As part of the development review, the application was circulated to various City departments and agencies for comment, as well as nearby land owners in accordance with the Ontario Planning Act. Up until the drafting of this Report, there have been no objections from nearby land owners.

The following departmental and agency comments were received:

#### Engineering Department

Engineering has commented on a number of issues relating to drainage and servicing. Given that the area is known to be wet, staff recommends that adequate facilities for the drainage of surface water from the rear portion of the lots be incorporated using an appropriate combination of swales, catchbasins, and/or drainage to the adjacent Central Creek Channel.

Engineering staff has also commented that the Draft Plan shows a proposed easement between Lots 10 & 11. As previously discussed, the developer intends that this be an easement, rather than a right-of-way to be deeded to the City. As such, the side lot lines of Lots 10 & 11 must be shown on the final plan.

It is also noted that there is an outstanding sanitary sewer connection charge of \$4,979 owing to the Algoma District School Board, for cost to benefitting owners. Sewer and water services were brought across the Korah Road frontage to service Isabel Fletcher School. Any permit fees are in addition to this.

Other plans and servicing issues will need to be addressed as part of the finalization of the subdivision agreement and are outlined in Engineering's letters attached to this report. Approval of this subdivision should be conditional on these items being addressed at the time of finalizing the subdivision agreement.

#### Sault Ste. Marie Region Conservation Authority (SSMRCA)

The subject property is in an area under the jurisdiction of the Conservation Authority, and a permit from the (SSMRCA) will be required prior to any site development or alterations can occur.

SSMRCA correspondence also references previous designs where a drainage easement was initially proposed between Lots 8 & 9. The plan submitted for draft approval was amended, and drainage has been accommodated via the easement between Lots 10 & 11, and the rear yard swale/pipe along the southern lot line of the subject property.

Lots 4 – 9, which abut the Creek Channel must have fencing along the rear lot lines, to eliminate future encroachments by subsequent residential land owners.

Given the proximity and sensitivity of the Creek Channel, stormwater shall be treated in a manner that provides a minimum of 70% treatment protection and solids removal prior to stormwater entering into the channel. The developers are aware of these requirements and have designed drainage systems accordingly. Such requirements will form a condition of approval.

SSMRCA correspondence also notes that the subject property is located within the 2-year capture zone for the Goulais Municipal well, and as such, safeguards should be put in place for the proper storage and handling of chemicals and petroleum products, both during and after construction. During construction, the contractor shall ensure that all best management practises and safety procedures are adhered to in order to minimize the risk of a spill. Once construction is complete, residential land uses present a minimal risk for groundwater contamination, although individual land owners are urged to safely store and handle all chemicals and petroleum products.

#### Public Works and Transportation (PW&T)

Staff from Public Works does not have any objections to the approval of this proposal, however they wish to note the following:

- The cul-de-sac must be designed and built to the approved City standard in order to accommodate snowplowing operations
- The easement for storm and sanitary sewers must have a road base design capable of carrying a sewer flush truck that will be used to clean and maintain the infrastructure
- It is noted that the proposed sub base design is Granular 'B', whereas City standards require a nut slag or crushed rock for all road construction. Subsequent correspondence from Engineering Department (Jan. 9 2009, attached) to the consulting Engineer has noted that prior to final approval road base materials must meet City standards.

#### Transit Division

Correspondence from the Transit Division notes that the subject property is within the acceptable walking distance guideline of 400m to existing bus service on Korah Road and Goulais Avenue. Consequently, expanded transit service to this subdivision will not be considered at this time, as the minimum criteria for expansion is 400 new households or 1,000 residents.

### Accessibility Advisory Committee

The Accessibility Advisory Committee has provided a number of comments as they relate to barrier-free design. As per City standards, the design of walkways, curb cuts, transit facilities, etc., will be designed to Ontario Provincial Standards, which take into consideration universal design principles.

Correspondence from the Accessory Advisory Committee also requests clarification upon the application of the '10% rule for barrier free dwellings'. Recent changes to the Ontario Building Code require that a minimum of 10% of all dwelling units be designed in a barrier-free manner, although there are a number of exceptions, and the provision is generally applied to apartment buildings, and not single, semi, and duplex dwellings upon separate lots within a Plan of Subdivision. The Ontario Building Code (Division B, Part 3, Section 3.8.1.1) specifically notes that the '10% barrier free rule' does not apply to {among other things} single, semi-detached or duplex dwellings.

### PUC Services Inc.

PUC advises that approval is dependent on successful demonstration by the developer's consultant that adequate water pressure for fire fighting purposes can be attained. The subject property is located near the zone 1 pressure boundary and system modeling by the developer's consultant is required to adequately assess fire flow capacity.

PUC also notes that the capacity for drinking water production in the City indicates a narrow uncommitted reserve margin remaining. PUC is presently conducting a number of studies to assess an action plan for alleviating this looming shortfall. It is not a lack of water, or water quantity that is the issue; it is the current system's ability to sufficiently treat the water as per Ministry of the Environment guidelines. PUC indicates that while development restrictions are not likely, other measures such as the implementation of a conservation program, or new costs to new and existing customers to ensure that the PUC can continue to provide a safe supply of drinking water to the community.

Other plans and servicing issues will need to be addressed as part of the final subdivision approval, and are outlined in PUC's correspondence attached to this report. Approval of this subdivision should be conditional on these items being addressed at the time of finalizing the subdivision agreement.

### Provincial Policy Statement (2005)

In accordance with Section 3 of the Planning Act, all land use decisions 'shall be consistent with' Provincial Policy, which sets the policy foundation for the wise use and development of land.

In considering this application, Planning staff has reviewed the proposal and find that it is consistent with the Provincial Policy Statement (2005).

### **SUMMARY**

This application has 3 parts:

1. Block A: Rezone from R3 to R2: Based upon a review of lot arrangement within Block A, Lot's 1 & 2 do not meet the minimum lot area required within an R2 zone. Given the current lot configuration, achieving the required minimum lot size would be difficult. Upon further consultation, the applicant has agreed that the R3 zoning should be maintained upon Block A of the subject property, which still permits the development of single detached dwellings, albeit on smaller lots.
2. Block B: Rezone from R4 to R2: Over the past several months, the applicant has explored the option of developing the property with apartments, although sufficient water flow for firefighting purposes was hard to achieve for a higher density of development. The subject property is also located at the periphery of the Urban Settlement Area, and a substantial distance from amenities. As such, a rezoning to permit single detached residential development is appropriate.
3. Draft Subdivision Approval: 15-Lot Single Detached Residential Subdivision: While located near the edge of the Urban Settlement Area, a residential subdivision upon the subject property is essentially an infill opportunity, which will further complete the growing Cooper Street residential area.

### **Planning Director's Recommendation:**

- (A) That City Council amend the applicants request and maintain the existing "R.3" (Low Density Residential) zone on 'Block A' of the subject property
- (B) That City Council approve the applicants request to rezone 'Block B' of the subject property from "R.4" (Medium Density Residential) zone to "R.2" (Single Detached Residential) zone
- (C) That City Council approve the Draft Plan of Subdivision for the proposed 15-Lot single detached residential subdivision, subject to the following:
  1. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:

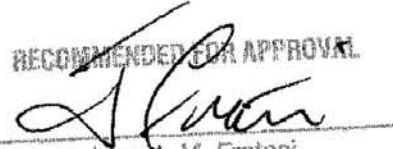


- a) That the streets, corner roundings, in-ground services, sidewalks, drainage, etc., be designed and constructed to the satisfaction of the Commissioner of Engineering and Planning or his designate
2. That prior to the finalization of the Subdivision Agreement, the applicant address the items and submit the required information prescribed by the Engineering Department, as outlined in their letters dated December 18, 2008 and January 9, 2009 and attached to this report, and that no work commence without the approval of the Commissioner of Engineering and Planning, or his designate. Any work which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed
3. That prior to the finalization of the Subdivision Agreement, a phasing plan be completed to the satisfaction of the Commissioner of Engineering and Planning or his designate, which outlines the phasing of the development with respect to lot creation and servicing
4. That a Sediment Control Plan and a Storm Water Management Plan be prepared and approved by the Commissioner of Engineering and Planning, or his designate and the Conservation Authority, prior to any work occurring on the property. The Sediment Control and Storm Water Management Plans should also outline the appropriate measures required to prevent deleterious substances from entering the water during site preparation and project completion
5. That as part of the Subdivision Agreement, the developer informs potential purchasers of the lots affected by the Conservation Authority's regulated area and that a permit may be required from the Conservation Authority prior to the placing of any fill or development
6. That as part of the finalization of the Subdivision Agreement, the developer be required to pay cash in-lieu of parkland
7. That prior to the finalization of the Subdivision Agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings
8. That the developer be required to enter into a Subdivision Agreement with the PUC Services regarding underground electrical and water services, and that the developer demonstrate that adequate fire flows can be achieved for the subject property and resulting single detached dwellings
9. That the developer agrees to erect a fence along the rear lot lines of lots 4-9, to the satisfaction of the Sault Ste. Marie Region Conservation Authority

6(6)(a)

10. That prior to finalizing the subdivision agreement, an outstanding sanitary sewer connection charge of \$4,979 owing to the Algoma District School Board, for cost to benefitting owners.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi  
Chief Administrative Officer

PT/pms

**PUBLIC HEARING** – 2009 01 26, Council Chambers, Civic Centre

Data\APPL\REPORT\1-09-Z & 57T-08-502.doc





2008 12 18

Our File: 1.552

MEMO TO: Don McConnell, MCIP, RPP  
Planning Director

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

SUBJECT: APPLICATION NO. A-1-09-Z & 57T-08-502  
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW AND DRAFT  
SUBDIVISION APPROVAL  
MAJOR CONTRACTING (ALGOMA) LIMITED  
1513, 1517, & 1521 KORAH ROAD

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

1. Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Commissioner of Engineering & Planning or his designate determines. This area is known to be a wet area, and therefore, rear yard drainage should be assessed in light of this.
2. A sediment control plan and storm water management plan will be required to be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority.
3. Part of this subdivision is located within the limits administered by the Conservation Authority; therefore, a fill permit for this development will be required.
4. Plans and specifications showing existing and proposed grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate. As constructed drawings should be modified to show only final grades.
5. Future access to sewers and manholes in the sewer easements must be provided to the satisfaction of Public Works & Transportation. Public Works and Transportation vehicles will need a proper base to support the maintenance vehicles that will be accessing the areas.

6. Soil tests are required in the road allowances, including a report on the road base design, considering the use of geotextile fabric and weeping tile and which determines the depth of the road base. A brief outlining the pavement design is also a requirement. It should be noted that a road design report, and pavement design titled "Street Design, Proposed Korah Road Subdivision South Side of Korah Street," was submitted by Cairns Engineering Inc. dated October 2008.
7. The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate.
8. A soils report was prepared by M.R. Wright and Associates in May 2008 for the sole purpose of providing geotechnical engineering recommendations and design criteria for a proposed multi-residential structure. The City requires a soils investigation with recommendations for the purposes of the proposed subdivision, as outlined in No. 6, and No. 7. The original soils report makes reference to low bearing capacities. As a result, it is anticipated that there will be revised recommendations regarding foundation design specifically related to residential homes.
9. No work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.
10. The Draft Plan as submitted shows a proposed easement between Lot 10 and Lot 11. If this is the intent, the side property line for these two lots should also be shown.
11. In addition, it appears that an easement is proposed over a rear yard swale for Lot 10 and 11. The City typically maintains outlet pipes for subdivisions, however, will not maintain rear yard swales. Therefore, it is recommended that any easements for rear yard swales be removed from the plans.
12. In order to connect to the sanitary sewer for Part 1, 1R-9756, also known as 1513 Korah Road, \$4,979 is owing to the Algoma District School Board, for cost to benefitting owners. Any permit fees are in addition to the above value.

If you have any questions with regards to the above, please do not hesitate to contact the undersigned.

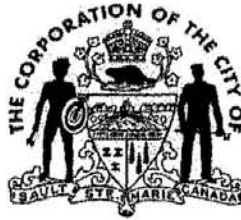
Sincerely,



Catherine Taddo, P. Eng.  
Municipal Services Engineer

c: Mr. Jim Elliott, P. Eng., PWT  
Mr. Peter Tonazzo, Planner, Planning Department

Jerry D. Dolcetti, RPP  
Commissioner  
  
Don J. Elliott, P. Eng.  
Director of Engineering Services



6(6)(a)  
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 01 09

Our File: 1.552

Cairns Engineering Inc.  
145 Industrial Court 'B', Unit #3  
Sault Ste. Marie, Ontario  
P3B 5Z9



Via fax

Dear Mr. Cairns:

**RE: KORAH ROAD SUBDIVISION  
ROAD DESIGN REPORT**

After review of the Street Design Report dated October 2008 for the Korah Road Subdivision, it was noted that the street construction outlined does not coincide with City standards.

All Subdivision Agreements for Class A roads require the following, in lieu of Granular B sub-base:

- No. 3 ballast nut slag or;
- Crushed granite ballast rock.

It would be appreciated if the design could be modified to reflect the above standards. If you have any questions, please contact me. Thank you in advance.

Yours truly,

Catherine Taddo, P. Eng  
Municipal Services Engineer

- c. ✓ Tony Ruscio, Major Contracting  
Peter Tonazzo

6(b)(a)



ENGINEERING DEPARTMENT  
550A SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

Our File: 628 Korah Road Subdivision

December 15, 2008

Mr. Donald B. McConnell, Planning Director  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

Dear Mr. McConnell

**RE: Application No. A-1-09-Z & 57T-08-502 (Subdivision)  
Request for amendment to the Zoning By-law and Draft Subdivision  
Approval**

With regards to your December 8, 2008 correspondence regarding the Korah Road Subdivision of Major Contracting (Algoma) Limited, PUC has the following comments:

**Water System**

- 1) PUC will require that the developer carry out sufficient engineering assessment and design of the water distribution system to assure provision of fire flows required to meet City requirements without compromising the existing distribution system.
- 2) We are in receipt of the developer's engineering briefing study for the site and the subdivision water supply is shown coming from Korah Road. The developer's consultant has indicated adequate water supply for the local area distribution system for the proposed sizes of residential development.
- 3) PUC assessment of the capacity for drinking water production in the City indicates a narrow uncommitted reserve margin remaining. Recent rates of development have been decreasing this margin significantly and PUC will be embarking on studies in 2009 to assess an action plan for alleviating this looming shortfall. Although restrictions on development are not expected other measures will likely emerge from the studies. Meeting demand increases with increased treatment capacity, implementation of by-laws for conservation programs or other actions may include costs to new and existing customers that will need to be managed responsibly so that PUC can ensure continued supply of safe drinking water for Sault Ste. Marie in an economical and efficient manner.
- 4) We note that the proposed development is within the two year recharge zone for a PUC municipal well site and acknowledge that the City and the Conservation Authority have taken an active role in source water protection and given expected normal development controls have no particular concerns with the proposed residential subdivision.

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ENGINEERING DEPARTMENT  
550A SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

Electrical System

- 1) PUC has completed a preliminary assessment of the electrical system and no capacity concerns are anticipated.
- 2) Existing PUC Distribution facilities that are in conflict with the proposed lot and road arrangements may require relocation at the developer's expense.
- 3) Early consultation with the PUC is strongly encouraged as the developer proceeds with further assessment of this project. Costs of new subdivision works have been increasing significantly over the past few years and with regulatory changes continuing new requirements are affecting historical development practices.

If you have any further questions relating to the above, please call me at 759-6515.

Yours truly,  
PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'D. Bell'.

Kevin D. Bell, P.Eng.  
Manager of Engineering

cc. Major Contracting (Algoma) Limited



6(b)(a)

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

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

December 10, 2008

VIA FAX 541-7165

**Conservation Authority Comments:**

**Application #**      **A-1-09-Z & 57T-08-502 (Subdivision)**  
**Major Contracting (Algoma) Limited**  
**1513, 1517 & 1521 Korah Road**  
**Sault Ste. Marie**

The subject properties are located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses as it is in close proximity to the Central Creek Flood Control Channel.

In the Korah Road Subdivision, Pre-Application Consultation, Meeting Minutes – May 28<sup>th</sup>, 2008, the Servicing section indicated an easement identified for Lots 8 & 9 but the drawing does not indicate this easement. Specific Lots 4-9 have been identified as properties subject to the O. Reg. 176/06 and MUST have Fencing within the rear lot line. Within the Conservation Authority section the 'corner rounding along the north lot line of Lot 4' has been verified as being owned by SSMRCA.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within Potential Groundwater Recharge Area as well as 2 Year Capture Zone Sensitivity Area.

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

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

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

Sincerely,

Marlene McKinnon  
GIS Specialist



6(6)(a)

**Pat Schinners**

---

**From:** Peter Tonazzo  
**Sent:** December 29, 2008 9:01 AM  
**To:** Pat Schinners  
**Subject:** FW: 1513, 1517 and 1521 Korah Road Application Number:A-1-09-Z and 57 T-08-502 (subdivision)

---

**From:** Jim Elliott  
**Sent:** December 23, 2008 1:16 PM  
**To:** Don McConnell  
**Cc:** Peter Tonazzo  
**Subject:** 1513, 1517 and 1521 Korah Road Application Number:A-1-09-Z and 57 T-08-502 (subdivision)

Don McConnell  
Planning Director

Subject: Request for an Amendment to the Zoning Bylaw and Draft Subdivision  
Approval  
Application Number: A-1-09-Z and 57 T-08-502 (subdivision)  
Major Contracting (Algoma) Ltd.  
1513, 1517 and 1521 Korah Road

Staff from the Public Works and Transportation Department has reviewed this application and have no objections. We do however have the following comments.

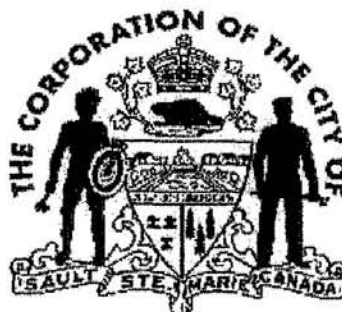
- The cul-de-sac should be designed and built to the approved City standard in order to accommodate PWT snowplowing operations.
- The easement for the storm and sanitary sewers must have a road base design capable of carrying a sewer flusher truck that will be used to clean out the oil and grit separator.
- It is noted that the sub base design is proposed as a Granular 'B'. I was of the understanding that the City used a nut slag or crushed rock for all road construction.

If you have any questions, do not hesitate to contact me at 759-5207.

Yours truly

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

6(6)(a)



December 19, 2008

MEMO TO: Don McConnell  
Planning Director  
Engineering & Planning Department

RE: Transit Services Division – Response to the Rezoning Application No.  
A-1-09-Z & Subdivision Reference 57T-08-502

The subject property is within the acceptable walking distance guideline of 400 meters to existing bus service on Korah Road and Goulais Avenue.

Expanded conventional transit service will not be considered for the subject development as it does not meet guideline criteria of a total of 400 new households or 1,000 residents.

Don Scott  
Transit Manager  
Public Works and Transportation Department



6(b)(a)

December 10, 2008

Don McConnell  
Planning Director  
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW – A-1-09-Z 57T-08-502**

**1513, 1517, 1521 Korah Road**

Dear Mr. McConnell

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

**Exterior**

1. Parking:
2. Walkways & Sidewalks: must be accessible
3. Curb Cuts: must be included
4. Ramping:
5. Transit Access: within 200 ft distance
6. Lighting:
7. Signage:
8. Other: Please clarify whether the 10% rule for Barrier Free dwellings applies. Assuming it doesn't, then the walkways, sidewalks, curbs etc. must be fully accessible to allow an individual interested in building a home in this subdivision full access in the subdivision. Items such as mailboxes and access to green spaces must be accessible.

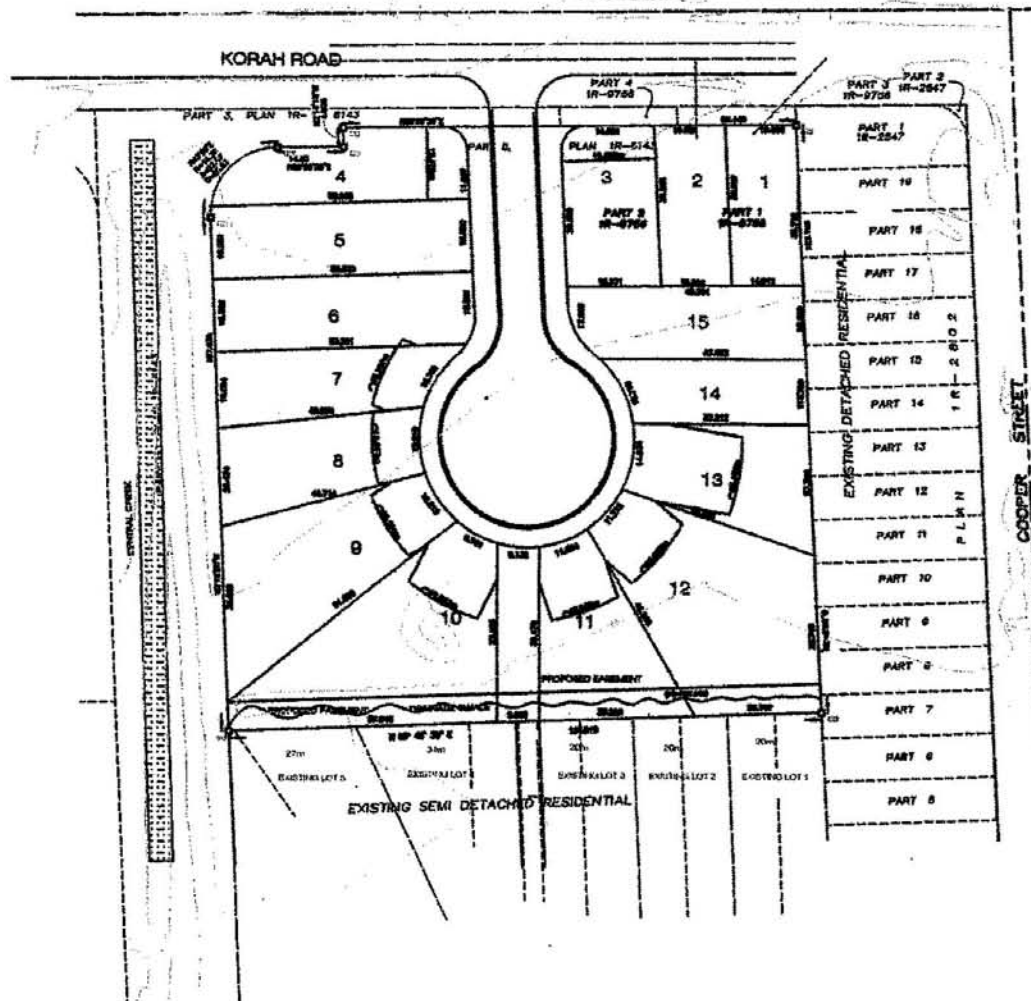
Thank you for your attention to these recommendations.

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

Sincerely,

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

**DRAFT PLAN**  
OF PROPOSED SUBDIVISION LAYOUT  
PART OF W 1/2 OF NW 1/4  
SECTION 26  
in the  
TOWNSHIP OF KORAH  
and in the  
CITY OF SAULT STE. MARIE  
DISTRICT OF ALABAMA  
1883.



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10/20

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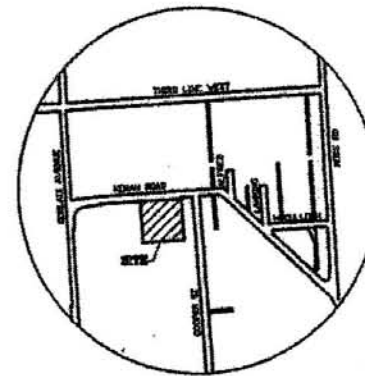
**MEMBERS ARE APPOINTED AND ARE REPORTED TO THE**  
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**(HAWAII) A BURNING OF HEPIC 207.**

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MAJOR CONTRACTING  
ALBANY LIMITED

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| <u>PARCEL</u> | <u>AREA (HECTARES)</u> |
|---------------|------------------------|
| LOTS 1 TO 15  | 1.22                   |
| ROADS         | 0.25                   |
| EASEMENTS     | 0.10                   |
| GRAND TOTAL   | <u>1.57</u>            |



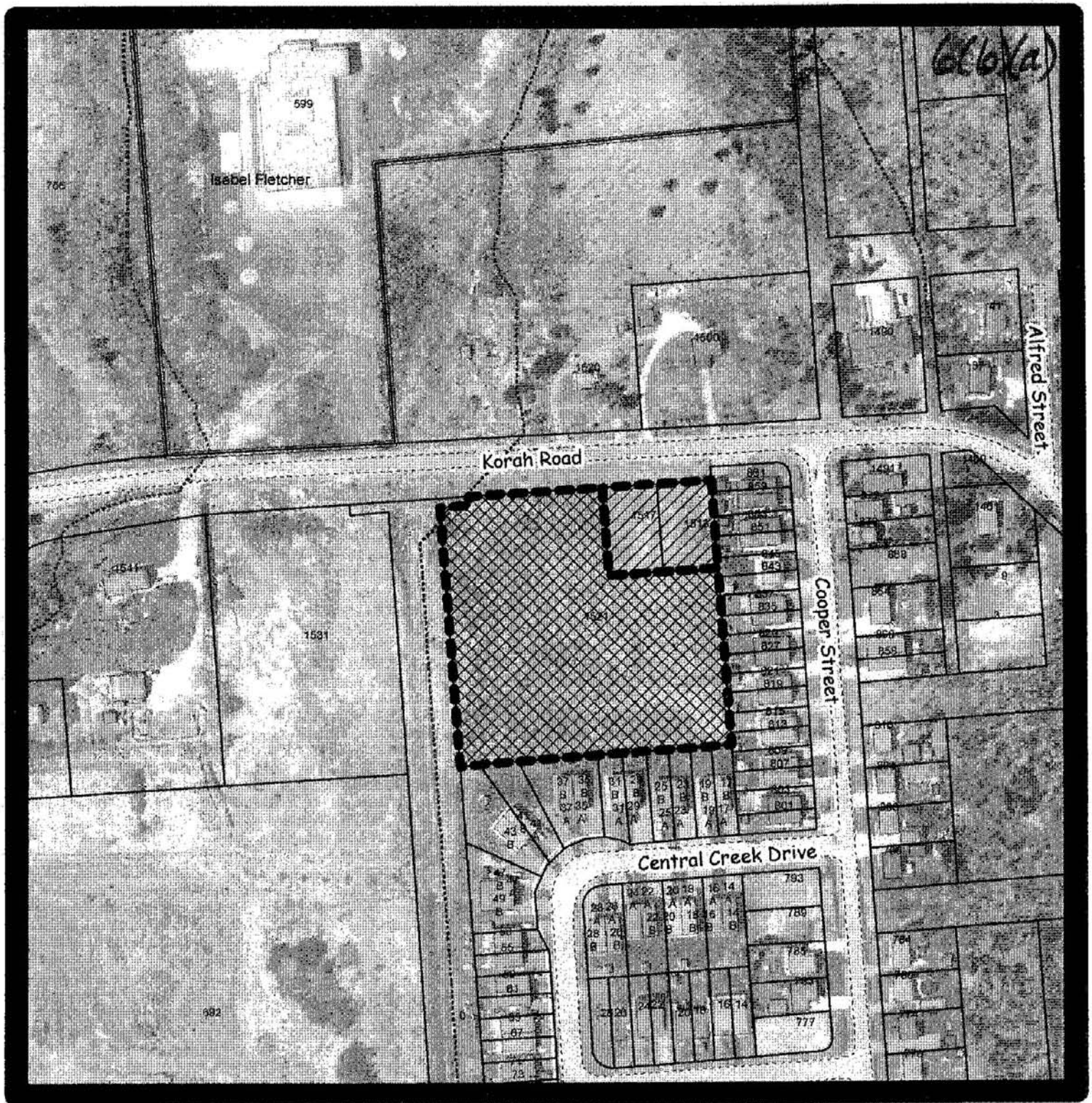
**KEY PLAN**  
**N.T.S.**

U.S. FEDERAL COURTS - SHAWTOWN, OREGON - 1962  
P.O. Box 1000

**MAJOR CONTRACTING**

|                       |                |
|-----------------------|----------------|
| DATE: AUGUST 21, 2008 | CONTRACT 07086 |
|-----------------------|----------------|

$$6(6)(a)$$

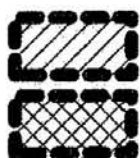


# 2004 ORTHO PHOTO

## Zoning Application A-1-09-Z

### Subdivision Reference 57T-08-502

#### Legend



Subject Property - Block A - 1513 & 1517 Korah Road

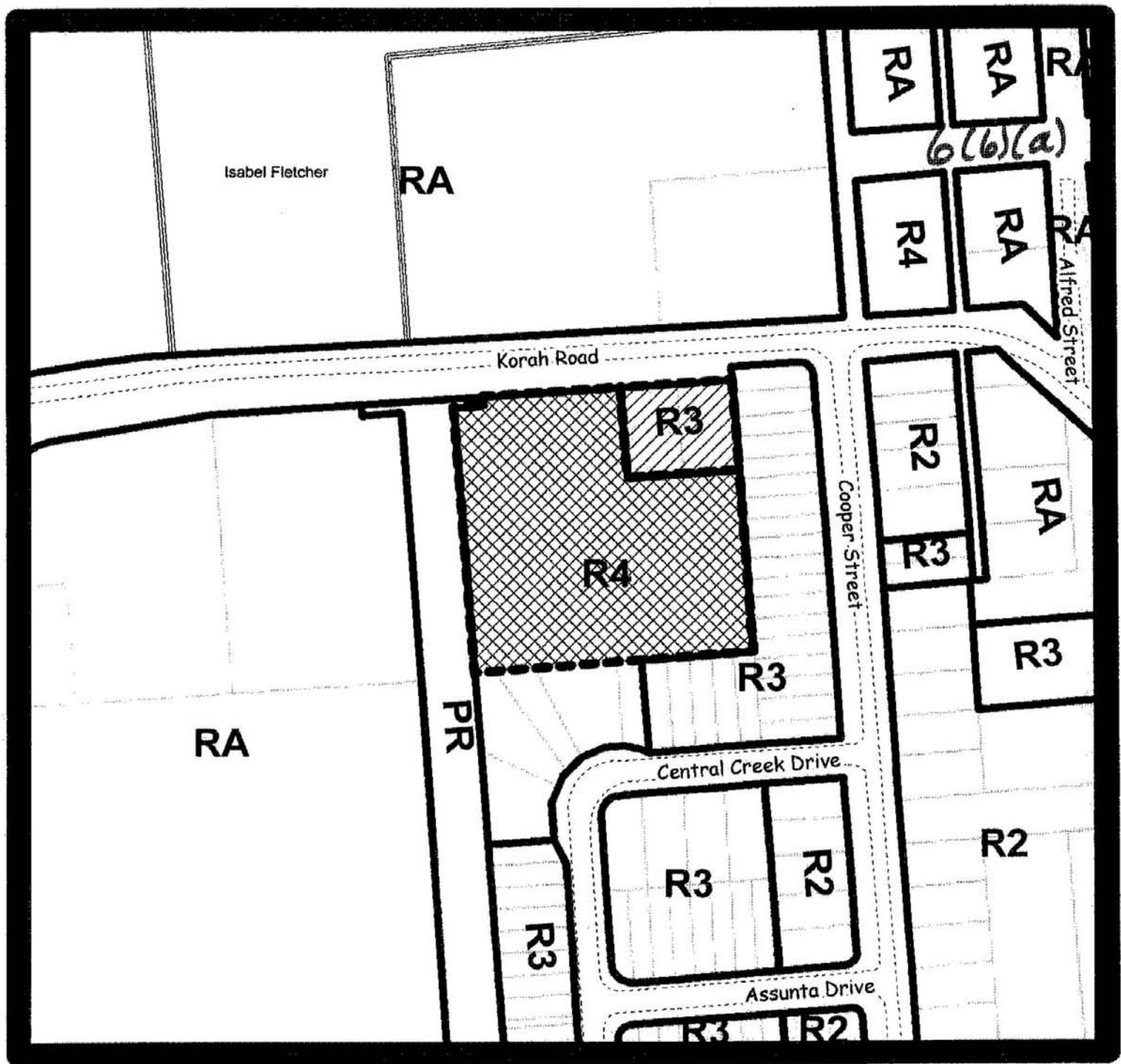
Subject Property - Block B - 1521 Korah Road



Metric Scale  
1 : 2500

Maps  
93 & 1-116





# EXISTING ZONING MAP

Zoning Application A-1-09-Z

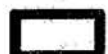
Subdivision Reference 57T-08-502



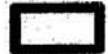
Subject Property - Block A - 1513 & 1517 Korah Road



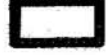
Subject Property - Block B - 1521 Korah Road



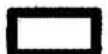
R2 - Single Detached Residential Zone



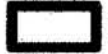
R3 - Low Density Residential Zone



R4 - Medium Density Residential Zone



RA - Rural Area Zone; RAhp



PR - Parks and Recreation Zone



Metric Scale

1 : 2500

Maps

93 & 1-116





# **CONSERVATION AUTHORITY REGULATED AREA** **Zoning Application A-1-09-Z** **Subdivision Reference 57T-08-502**



**Metric Scale**  
**1 : 2500**

**Maps**  
**93 & 1-116**



Subject Property - Block A - 1513 & 1517 Korah Road

Subject Property - Block B - 1521 Korah Road

Conservation Authority Regulated Area 176\_06



2009 01 26

## REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

### PLANNING DIVISION

**TO:** Mayor John Rowsell  
and Members of City Council

**SUBJECT:** Application No. 57T-08-503 – filed by Major Contracting (Algoma) Limited

**SUBJECT PROPERTY:**

Location – Located on the west side of Cooper Street, approximately 160m (525') south of its intersection with Assunta Drive, civic no. 731 Cooper Street

Size – Approximately 20m (66') frontage x 159m (521') depth; 1.473 ha (3.64 acres)

Present Use – Vacant land

Owner – Major Contracting (Algoma) Limited

**REQUEST:** The applicant, Major Contracting (Algoma) Limited, is requesting subdivision approval for 15 (fifteen) single detached residential lots.

**CONSULTATION:**

Engineering – See attached letter

Building Division – No comments

Legal Department – No comments

Fire Services – No objection

CSD – No concerns

Municipal Heritage Committee – No concerns

EDC – No objections

Conservation Authority – See attached letter

PW&T – See attached letter

Transit Services Division – See attached letter

Accessibility Advisory Committee – See attached letter

PUC Services Inc. – See attached letter

## **PREVIOUS APPLICATIONS**

There are no previous rezoning applications. However, in 2007 the Committee of Adjustment approved an application to create 5 residential lots along the Cooper Street frontage.

## **Synopsis of Proposal**

Referring to the Draft Plan attached, the applicant, Major Contracting (Algoma) Limited is requesting draft approval of a 15-lot single detached residential subdivision. Located on the west side of Cooper Street, approximately 55m (180') north of it's intersection with Rossmore Road, the subject property is 1.473ha (3.64acres). The approximate density of the development will be 4 dwelling units per acre. The subject property is bounded by the Central Creek channel to the west, Cooper Street to the east and a vacant parcel to the south that is owned by the Algoma District School Board. To the north, the subject property is bounded by an undeveloped portion of the Central Creek Subdivision, which received draft approval in 1994.

There has been recent residential development in this immediate area, including single detached residences on Morgan Court, which is south of Rossmore Road, and Henry Street. The northern portion of Central Creek Drive and Assunta Drive have been developed with semi-detached residences, and the undeveloped portion of Central Creek Drive to the north is currently zoned "R.3" (Low Density Residential) which permits single detached, semi-detached, and duplex dwellings.

The current zoning on the subject property is "R.2" (Single Detached Residential) zone which limits dwelling types to single detached residences. The minimum lot sizes as outlined in Section 9.6.2 of Zoning By-law 2005-150 require 15m (49') of frontage and 550m<sup>2</sup> (5,920 sq. ft.) of area. While all lots meet the minimum frontage requirements, Lots 13, 14 & 15 are only 523m<sup>2</sup>, which is slightly smaller than the required minimum lot area. Given the minimal deviations and surrounding lots which surpass the minimum lot area requirement, this portion of the subdivision can be reworked to ensure that all lots meet the minimum area requirements. Such changes will be a condition of approval and can be handled as 'red line' changes prior to final approval.

Municipal water and sewage services will be extended from the north along the proposed Central Creek Right of Way. A storm drainage pipe is also proposed between Lots 6 & 7 which will drain into the Central Creek Channel. A 4m easement will be required to allow for future maintenance.

The developer has noted that the preliminary plan is to develop the subject property and the abutting property to the north in one phase, although if the area

is to be developed in phases, it is likely that the abutting property to the north will be developed first.

### **Conformity with the Official Plan**

The proposal is in conformity with the 'Residential' land use designation on Schedule 'C' of the Official Plan.

The Official Plan has a number of policies aimed at guiding residential subdivision developments:

Policy D.9 notes that pedestrian and cycling access to parks, bus stops and schools shall be encouraged. In accordance with this policy:

- A Sidewalk will be required along the western/southern side of the Central Creek Right of Way, consistent with the existing sidewalk to the north.
- Given that the banks of the Central Creek Channel are presently utilized as a walking trail and pedestrian pathway linking the various subdivisions within the area of Korah Collegiate, it is appropriate to locate a pedestrian walkway on the 4m drainage easement between Lots 6 & 7. The walkway will need to be fenced, and blocked with removable posts which will prohibit motorized access, but provide Public Works access to repair and maintain the drainage pipe.

Policy D.5 notes that 'The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.' Traditionally, the City's policy for new residential subdivisions has been one tree per lot. The City's practise is that prior to the finalization of the subdivision agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings. This should be included as a condition of approval.

For new subdivisions, the City has agreed to provide and plant a tree of the owner's choice for each lot after the houses have been developed, the location of which will be determined by the City's Parks Division, in consultation with the home owner.

Policy P.4 notes that residential developments shall be required to provide 5% of the land for park purposes or cash in lieu of 5% where the City deems it appropriate. Given the proximity of the Central Creek Channel and open space at Korah Collegiate, lands for park space are not required for this development. However, as a condition of approval, staff recommends that 5% cash-in-lieu of parkland be collected from the developer as part of the finalization of the subdivision agreement.



## Comments

As part of the development review, the application was circulated to various City departments and agencies for comment, as well as nearby land owners in accordance with the Ontario Planning Act. Up until the drafting of this Report, there have been no objections from nearby land owners.

The following departmental and agency comments were received:

### Engineering Department

Engineering has commented on a number of issues relating to drainage and servicing. Given that the area is known to be wet, staff recommends that adequate facilities for the drainage of surface water from the rear portion of the lots be incorporated using an appropriate combination of swales, catchbasins, and/or drainage to the adjacent Central Creek Channel.

Engineering has also noted that it appears that a catch basin owned by the Conservation Authority is being used for rear yard drainage. The Conservation Authority is aware of the catch basin and will finalize such details at the subdivision agreement phase.

Engineering staff has also commented that a sediment control and storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning and the Sault Ste. Marie Region Conservation Authority.

Other plans and servicing issues will need to be addressed as part of the finalization of the subdivision agreement and are outlined in Engineering's letter attached to this report. Approval of this subdivision should be conditional on these items being addressed at the time of finalizing the subdivision agreement.

### Sault Ste. Marie Region Conservation Authority (SSMRCA)

Correspondence from the SSMRCA attached to this report notes that the property abuts the Central Creek Channel, which is an area under the jurisdiction of the SSMRCA, and as such, a permit from the SSMRCA may be required prior to any site development or alterations.

The Ministry of the Environment requires that stormwater be treated in a manner that provides a minimum of 70% treatment protection and solids removal prior to stormwater entering into the channel. The developers are aware of these requirements and have designed drainage systems accordingly. Such requirements will form a condition of approval.

Lots 6 – 10, which abut the Creek Channel must have fencing along the rear lot lines, to eliminate future encroachments by subsequent residential land owners.

SSMRCA correspondence also notes that the subject property is located within the 2-year capture zone for the Goulais Municipal well, and as such, safeguards should be put in place for the proper storage and handling of chemicals and petroleum products, both during and after construction. During construction, the contractor shall ensure that all best management practises, and safety procedures are adhered to in order to minimize the risk of a spill. Once construction is complete, residential land uses present a minimal risk for groundwater contamination, although individual land owners are urged to safely store and handle all chemicals and petroleum products.

#### Public Works and Transportation (PW&T)

Correspondence from PW&T indicates no objections to the proposed subdivision, although they wish to note that all easements must have a road base design capable of carrying a sewer flusher truck that will be used to clean out and maintain sewer and storm infrastructure. PW&T correspondence also notes that the storm easement between Lots 6 & 7 should be 6m wide. Subsequent discussions have determined that based on the depth of the storm pipe, the 4m easement as shown will suffice.

#### Transit Division

Correspondence from the Transit Division notes that the subject property is within the acceptable walking distance guideline of 400m to existing bus service on Korah Road and Goulais Avenue. Consequently, expanded transit service to this subdivision will not be considered at this time, as the minimum criteria for expansion is 400 new households or 1,000 residents.

#### Accessibility Advisory Committee

The Accessibility Advisory Committee has provided a number of comments as they relate to barrier-free design. As per City standards, the design of walkways, curb cuts, transit facilities, etc., will be designed to Ontario Provincial Standards, which take into consideration universal design principles.

#### PUC Services Inc.

PUC advises that approval is dependent on successful demonstration by the developer's consultant that adequate water pressure for fire fighting purposes can be attained. The subject property is located near the zone 1 pressure boundary and system modeling by the developer's consultant is required to adequately assess fire flow capacity.

PUC also notes that the subject property may require the completion of the previously draft approved yet undeveloped property to the north, to allow for a looped water and electrical connection. As previously noted, the developer



intends to develop the subject property at the same time as the abutting property to the north. If the subdivision is to be phased, development will proceed from north to south.

Such requirements must be addressed prior to final approval.

### **Provincial Policy Statement (2005)**

In accordance with Section 3 of the Planning Act, all land use decisions 'shall be consistent with' Provincial Policy, which sets the policy foundation for the wise use and development of land.

In considering this application, Planning staff has reviewed the proposal and find that it is consistent with the Provincial Policy Statement (2005).

### **SUMMARY**

The proposed development is a 15-lot, single detached residential subdivision with access onto the west side of Cooper Street, approximately 55m (180') north of the recently extended Rossmore Road Right of Way. The lands are appropriately designated and zoned for single detached residential development and located within the Urban Settlement Area. The proposed subdivision is essentially an infill development, and a logical extension of the Central Creek Subdivision. As such, Planning staff is recommending Draft Plan of Subdivision approval to facilitate this proposal.

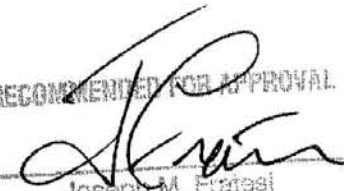
### **Planning Director's Recommendation**

That City Council approve the Draft Plan of Subdivision for the proposed 15-Lot single detached residential subdivision, subject to the following:

1. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
  - a) That the streets, corner roundings, in-ground services, sidewalks, drainage, etc., be designed and constructed to the satisfaction of the Commissioner of Engineering and Planning or his designate.
2. That prior to the finalization of the Subdivision Agreement, the applicant address the items and submit the required information prescribed by the Engineering Department, as outlined in their letters dated December 18, 2008 and January 9, 2009 and attached to this report, and that no work commence without the approval of the Commissioner of Engineering and Planning, or his designate. Any work which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed.

3. That prior to the finalization of the Subdivision Agreement, a phasing plan be completed to the satisfaction of the Commissioner of Engineering and Planning or his designate, which outlines the phasing of the development with respect to lot creation and servicing.
4. That a Sediment Control Plan and a Storm Water Management Plan be prepared and approved by the Commissioner of Engineering and Planning, or his designate and the Conservation Authority, prior to any work occurring on the property. The Sediment Control and Storm Water Management Plans should also outline the appropriate measures required to prevent deleterious substances from entering the water during site preparation and project completion.
5. That as part of the Subdivision Agreement, the developer informs potential purchasers of the lots affected by the Conservation Authority's regulated area and that a permit may be required from the Conservation Authority prior to the placing of any fill or development.
6. That as part of the finalization of the Subdivision Agreement, the developer be required to pay cash in-lieu of parkland.
7. That prior to the finalization of the Subdivision Agreement, a per-lot fee, the amount to be determined by the City's Parks Division, should be collected from the developer for tree plantings.
8. That the developer be required to enter into a Subdivision Agreement with the PUC Services regarding underground electrical and water services, and that the developer demonstrate that adequate fire flows can be achieved for the subject property and resulting single detached dwellings.
9. That the developer agrees to erect a fence along the rear lot lines of lots 6-10, to the satisfaction of the Sault Ste. Marie Region Conservation Authority.
10. That the developer agrees to erect a fenced pedestrian walkway between lot's 6 & 7, with removable posts to allow PW&T motorized access, and eliminate all other motorized access.

RECOMMENDED FOR APPROVAL

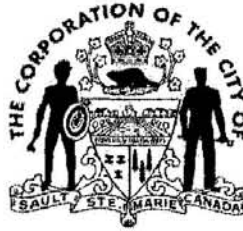


Joseph M. Fratosi  
Chief Administrative Officer

PT/pms

**PUBLIC HEARING** – 2009 01 26, Council Chambers, Civic Centre

Data\APPL\REPORT\57T-08-503.doc



2008 12 18

Our File: 1.561

MEMO TO: Don McConnell, MCIP, RPP  
Planning Director

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

SUBJECT: APPLICATION NO. 57T-08-503  
REQUEST FOR DRAFT SUBDIVISION APPROVAL  
MAJOR CONTRACTING (ALGOMA) LIMITED  
731 COOPER STREET

---

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

1. Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Commissioner of Engineering & Planning or his designate determines. This area is known to be a wet area, and therefore, rear yard drainage should be assessed in light of this.
2. It appears that a catchbasin owned by the Conservation Authority is being proposed to be used for rear yard drainage. Comment should be received as to whether or not the Conservation Authority is in agreement with this.
3. A sediment control plan and storm water management plan will be required to be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority.
4. Part of this subdivision is located within the limits administered by the Conservation Authority; therefore, a fill permit for this development will be required.
5. Plans and specifications showing existing and proposed grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate. As constructed drawings should be modified to show only final grades.

6(b)(b)

6. Future access to sewers and manholes in the sewer easements must be provided to the satisfaction of Public Works & Transportation. PWT vehicles will need a proper base to support the maintenance vehicles that will be accessing the areas.
7. Soil tests are required in the road allowances, including a report on the road base design, considering the use of geotextile fabric and weeping tile and which determines the depth of the road base. A brief outlining the pavement design is also a requirement. It should be noted that a report titled "Geotechnical Investigation Proposed Central Creek Subdivision," dated September 2008, was submitted by Cairns Engineering Inc. for review. This report discusses geotechnical, street construction, pavement design, and house foundations.
8. The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Commissioner of Engineering & Planning or his designate. This information has been submitted for review under the Geotechnical Investigation report outlined in No. 6.
9. No work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.

If you have any questions with regards to the above, please do not hesitate to contact the undersigned.

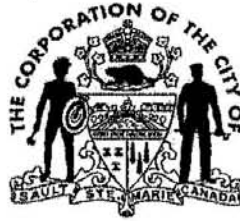
Sincerely,



Catherine Taddo, P. Eng.  
Municipal Services Engineer

c: Mr. Jim Elliott, P. Eng., PWT  
Mr. Peter Tonazzo, Planner, Planning Department

Jerry D. Dolcetti, RPP  
Commissioner  
  
Don J. Elliott, P. Eng.  
Director of Engineering Services



6(6)(b)  
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 01 09

Our File: 1.561

Cairns Engineering Inc.  
145 Industrial Court 'B', Unit #3  
Sault Ste. Marie, Ontario  
P3B 5Z9



Via fax

Dear Mr. Cairns:

**RE: CENTRAL CREEK SOUTH SUBDIVISION  
GEOTECHNICAL INVESTIGATION**

After review of the Geotechnical Investigation for the Central Creek South Subdivision dated September 2008, it was noted that the street construction outlined does not coincide with City standards.

All Subdivision Agreements for Class A roads require the following, in lieu of Granular B sub-base:

- No. 3 ballast nut slag or;
- Crushed granite ballast rock.

It would be appreciated if the design could be modified to reflect the above standards. If you have any questions, please contact me. Thank you in advance.

Yours truly,

Catherine Taddo, P. Eng  
Municipal Services Engineer

c. ✓ Tony Ruscio, Major Contracting  
Peter Tonazzo



6(b)(b)

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

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

December 19, 2008

VIA FAX 541-7165

**Conservation Authority Comments:**

**Application #      57T-08-503 (Subdivision)  
Central Creek II Subdivision  
Major Contracting (Algoma) Limited  
731 Cooper Street  
Sault Ste. Marie**

The subject property abuts an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses as it is in close proximity to the Central Creek Flood Control Channel.

In the Central Creek II Subdivision consultation report, it was indicated that the stream should have as a minimum of 70% treatment protection and 90% solids removal for stormwater. An eight (8) metre easement identified for Lots 6 & 7 is indicated on the drawings for stormwater drainage into Central Creek Channel. Specific Lots 6 to 10 have been identified as properties abutting property subject to the O. Reg. 176/06 and MUST have Fencing within the rear lot line.

The subject property is under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection as it is within Potential Groundwater Recharge Area as well as 2 Year Capture Zone Sensitivity Area.

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

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

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

Sincerely,

Marlene McKinnon  
GIS Specialist



6(b)(b)

## Pat Schinners

---

**From:** Peter Tonazzo  
**Sent:** December 30, 2008 2:16 PM  
**To:** Pat Schinners  
**Subject:** FW: Cooper St. Subdivision

---

**From:** Jim Elliott  
**Sent:** December 30, 2008 2:11 PM  
**To:** Don McConnell  
**Cc:** Peter Tonazzo  
**Subject:** ~~FW: 1513, 1517 and 1521 Korah Road Application Number: A-1-09-Z and 57 T-08-502 (subdivision)~~

---

Don McConnell  
Planning Director

Subject: Request for Draft Plan Approval  
Application Number 57T-08-503  
Major Contracting (Algoma) Ltd.  
731 Cooper St

Staff from the Public Works and Transportation Department has reviewed this application and have no objections. We do however have the following comments.

- The easement for the storm and sanitary sewers must have a road base design capable of carrying a sewer flusher truck that will be used to clean out the oil and grit separator.
- The sewer easement should be at the least 6 m wide in order to allow future repairs and to accommodate large a service vehicles.

If you have any questions, do not hesitate to contact me at 759-5207.

Yours truly

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

12/31/08

6(b)(b)



December 19, 2008

MEMO TO: Don McConnell  
Planning Director  
Engineering & Planning Department

RE: Transit Services Division – Response to the Rezoning Application No.  
57T-08-503

The subject property is within the acceptable walking distance guideline of 400 meters to existing bus service on Korah Road and Goulais Avenue.

Expanded conventional transit service will not be considered for the subject development as it does not meet guideline criteria of a total of 400 new households or 1,000 residents.

Don Scott  
Transit Manager  
Public Works and Transportation Department



6(b)(b)

12/12/08  
Don McConnell  
Planning Director  
City Planning & Engineering Division

**SUBJECT: REZONING APPLICATION REVIEW – 57T-08-503**

**(731 Cooper Street)**

Dear Mr. McConnell

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

**Exterior**

1. Parking:
2. Walkways & Sidewalks: must be accessible
3. Curb Cuts: must be included
4. Ramping:
5. Transit Access: within 200 ft distance
6. Lighting:
7. Signage:
8. Other: Items such as access to mailboxes and access to green spaces must be accessible. As per your email December 10, 2008 1:00 PM - Site plan control doesn't apply for single family residences, but accessibility issues are considered in subdivision design

Thank you for your attention to these recommendations.

☒ We request a Site Plan

☐ We do not want a Site Plan for review

Sincerely,

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



6(6)(b)

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

January 12, 2009

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

FAXED: (705) 541-7165

Dear Sir:

**Re: Application No. 57T-08-503**  
**Request for Draft Subdivision Approval**  
**Major Contracting (Algoma) Limited - 731 Cooper Street**

PUC wishes to advise the approval of the proposed 15 lot residential subdivision, is dependent on successful demonstration by the developer's consultant of adequate required water system pressure for the intended development. This area is located near the boundary of the PUC Zone I pressure zone and system modeling by the developer's consultant required to adequately assess the fire flow capacity.

In addition it should be noted that the property will potentially require completion of the adjacent subdivision (Central Creek Phase III) to complete a looped connection for both municipal water and electric servicing. Arrangements have not been finalized with PUC with the developer of the adjacent subdivision at this time.

Yours truly,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'K. Bell'.

Kevin D. Bell, P.Eng.  
Manager of Engineering

KB\*jf

Cc: A. Hallett PUC  
R. Harten PUC

# PROPOSED CENTRAL CREEK II SUBDIVISION

DRAFT PLAN  
OF PROPOSED SUBDIVISION LAYOUT  
PART OF W 1/2 OF NW 1/4  
SECTION 26  
IN THE  
TOWNSHIP OF KORAH  
CITY OF SAULT STE. MARIE  
DISTRICT OF ALGOMA  
N.B.S.



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE  
FIELD NOTES AND CALCULATIONS OF THE  
SURVEYOR AND HAVE FOUND THEM TO BE  
CORRECT AND ACCURATE.

*John D. Wall*  
DATE: OCT 21 / 08

## BEARING NOTE

BEARINGS ARE GIVEN IN DEGREES AND MINUTES TO THE  
NEAREST MINUTE OF PART 1. ALL BEARINGS ARE TO BE  
GIVEN AS BEARINGS OF THE PREVIOUS COURSE.

## METRIC NOTE

ALL DIMENSIONS ARE IN METERS AND CENTIMETERS  
AND ARE TO BE GIVEN TO THE NEAREST CENTIMETER.

## OWNERS AUTHORIZATION

*Harbor Contracting  
(Canada) Limited*

I HEREBY AUTHORIZE THE SURVEYOR TO  
MAKE THE NECESSARY FIELD NOTES AND  
CALCULATIONS FOR THE PROPOSED  
SUBDIVISION.

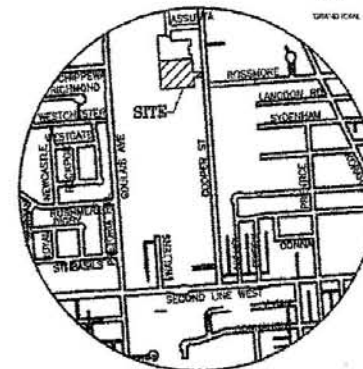
*John D. Wall*  
DATE: OCT 29 / 08

## ADDITIONAL INFORMATION REQUIRED UNDER SECTION 50 OF PLANNING ACT

- 1. AS SHOWN
- 2. AS SHOWN
- 3. AS SHOWN
- 4. SINGLE FAMILY RESIDENTIAL
- 5. AS SHOWN
- 6. AS SHOWN
- 7. AS SHOWN
- 8. AS SHOWN
- 9. AS SHOWN
- 10. AS SHOWN
- 11. AS SHOWN
- 12. AS SHOWN
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## LAND USE ANALYSIS

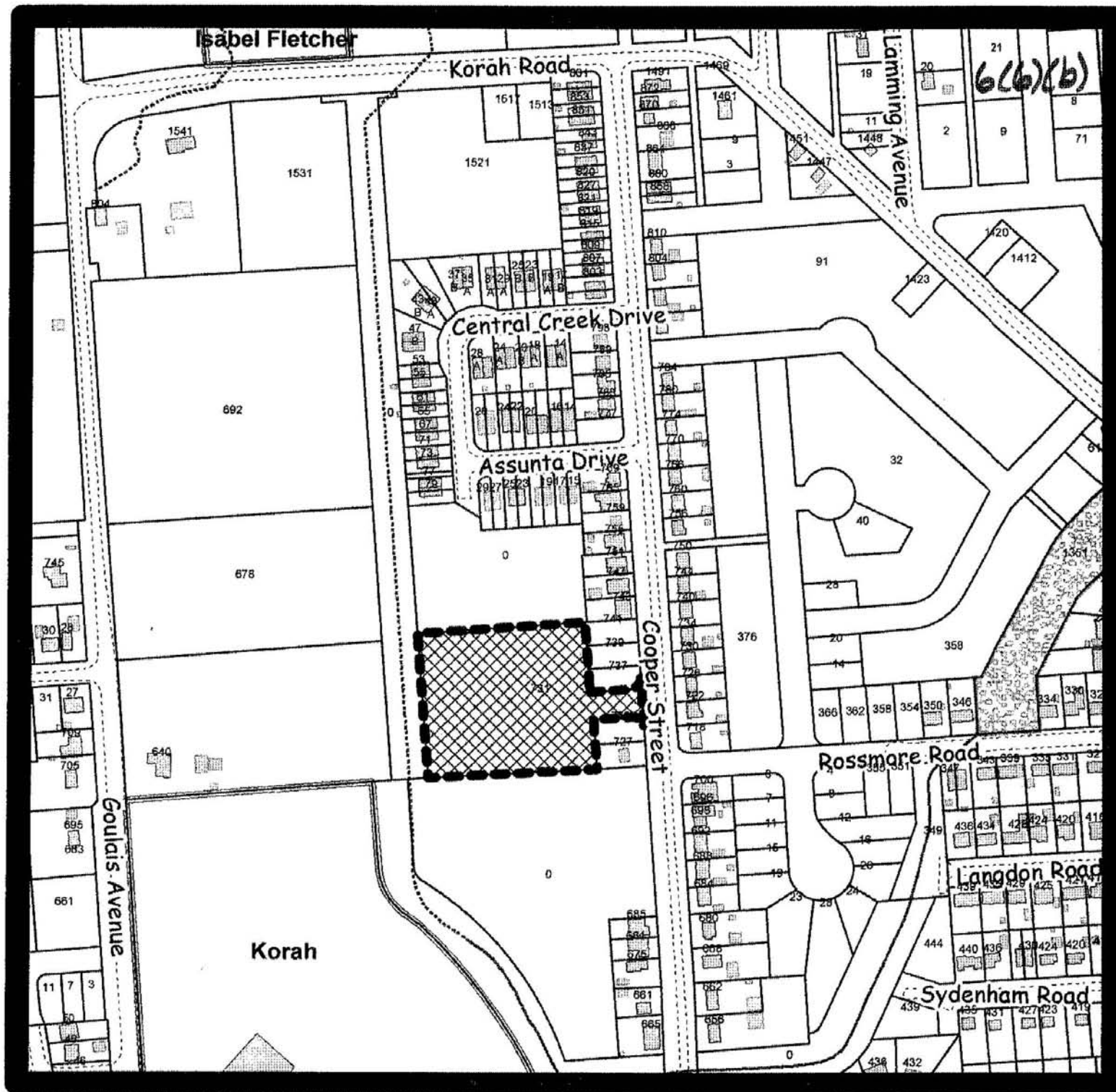
| PARCELS           | AREA (HECTARES) |
|-------------------|-----------------|
| LOCAL RESIDENTIAL | 1.00            |
| ROADS             | 0.30            |
| TOTAL LAND AREA   | 1.30            |



KEY PLAN  
N.T.S.

|                                                                |                             |
|----------------------------------------------------------------|-----------------------------|
| MILLAR ENGINEERING                                             |                             |
| 101 HURON STREET, SUITE 101, SAULT STE. MARIE, ONTARIO M6H 1K1 |                             |
| TEL: 807-2502 FAX: 807-2503                                    |                             |
| PROPOSED                                                       |                             |
| CENTRAL CREEK II SUBDIVISION                                   |                             |
| MAJOR CONTRACTING                                              |                             |
| SAULT STE. MARIE, ONTARIO                                      |                             |
| DATE: AUGUST 18, 2008                                          | DATE OF: P.D. CONTRACT 0007 |

666/69



# SUBJECT PROPERTY MAP

Central Creek South Subdivision

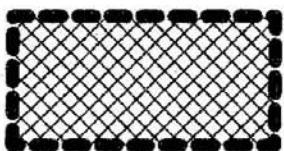
Subdivision File 57T-08-503

15 Lot Subdivision Proposal

Mail Label Name  
08-503



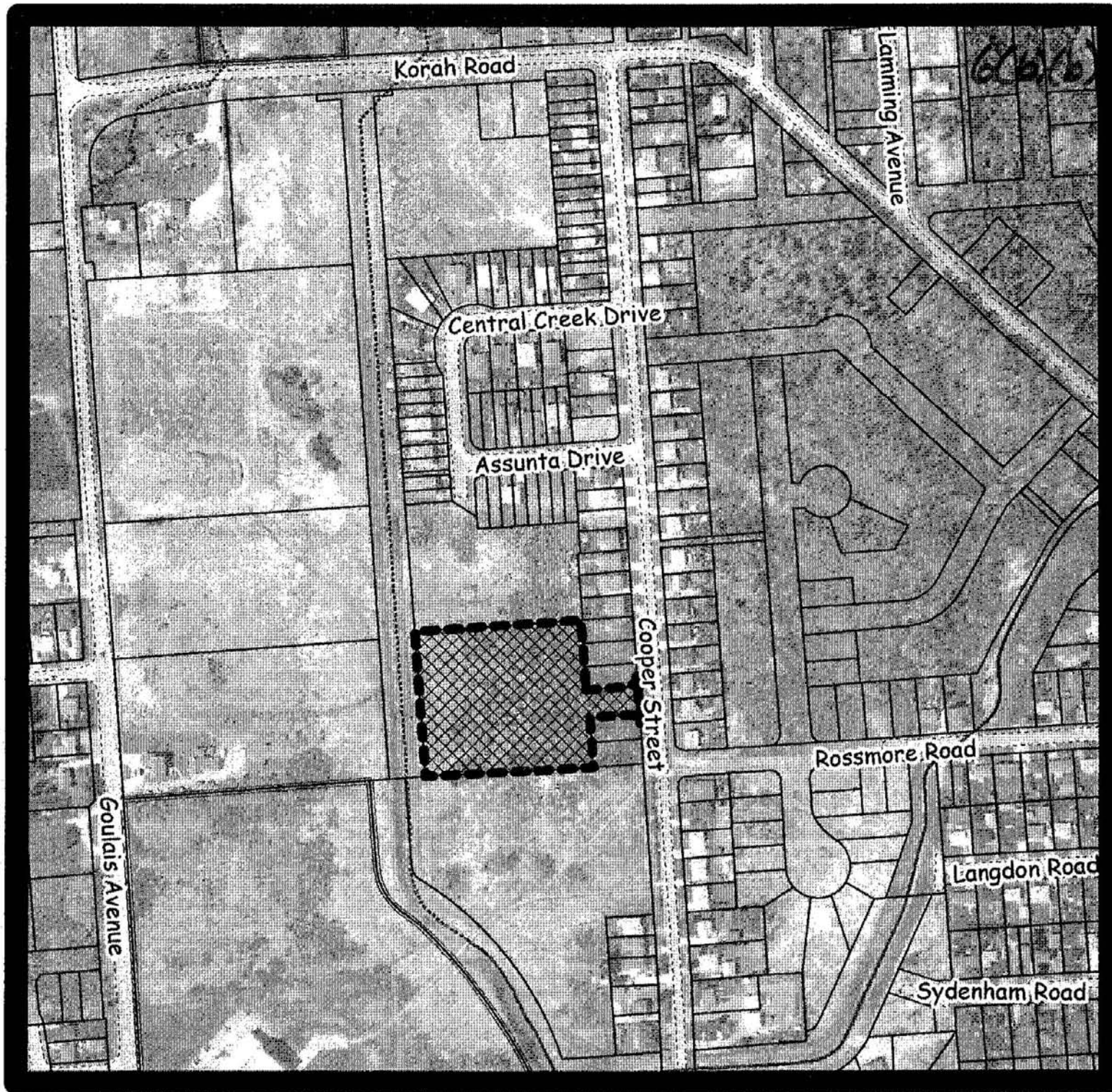
Metric Scale  
1 : 4000



Subject Property - 731 COOPER STREET

Maps  
93 & 1-106

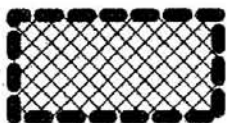




**2004 ORTHO PHOTO**  
**Central Creek South Subdivision**  
**Subdivision File 57T-08-503**  
 15 Lot Subdivision Proposal

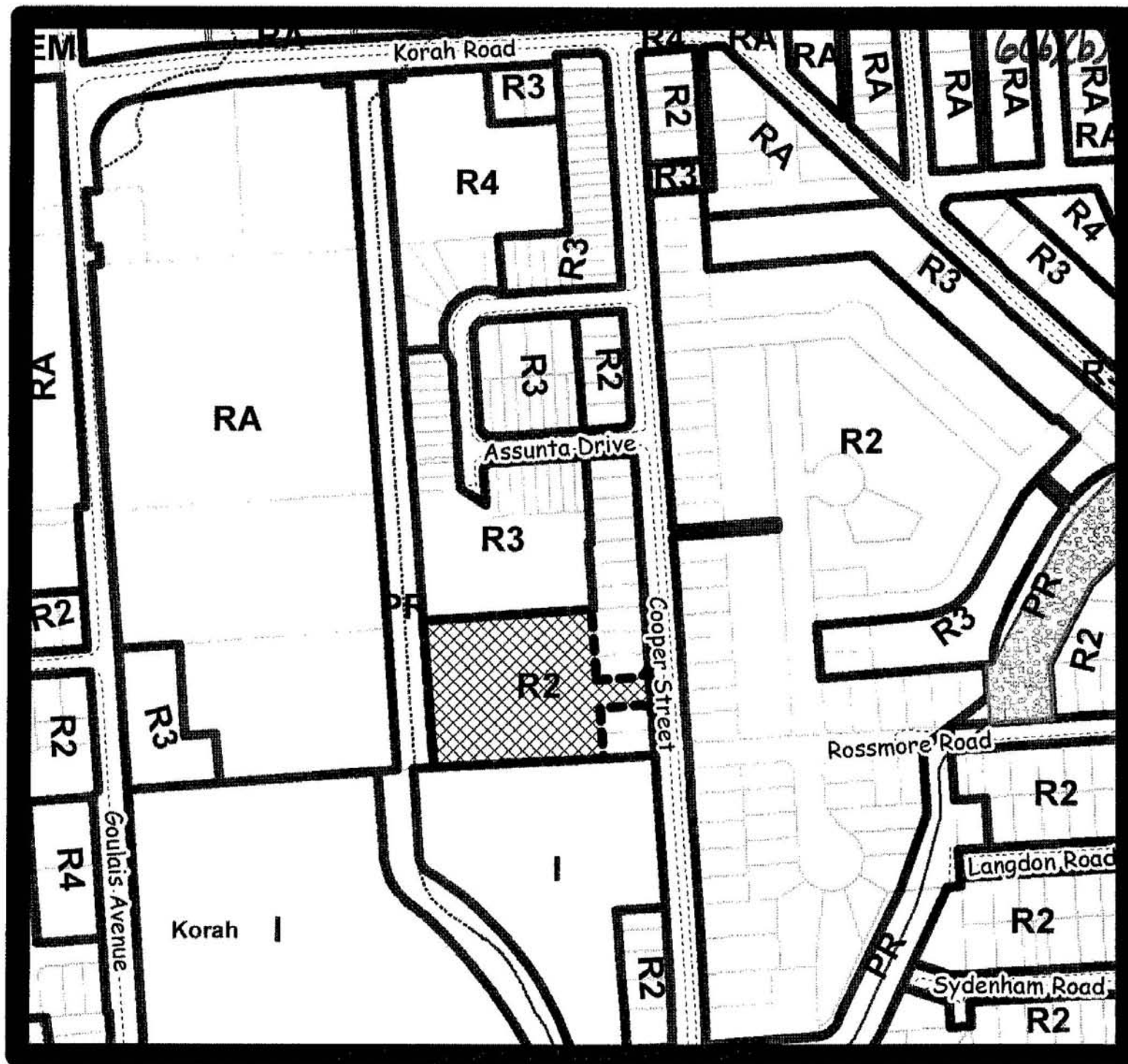


**Metric Scale**  
 1 : 4000



Subject Property - 731 COOPER STREET

**Maps**  
 93 & 1-106



# **EXISTING ZONING MAP** **Central Creek South Subdivision** **Subdivision File 57T-08-503**



Subject Property - 731 COOPER STREET

Metric Scale  
1 : 4000



R2 - Single Detached Residential Zone

R3 - Low Density Residential Zone

R4 - Medium Density Residential Zone



RA - Rural Area Zone; RAhp

I - Institutional Zone

PR - Parks and Recreation Zone



Maps  
93 & 1-106



# community quality improvement

## Community Performance Report

A Study of the Quality of Life in  
Sault Ste. Marie and Area:  
An Overview of 2007

Building an Extraordinary Community



CQI is supported by Quality Circle organizations and the following agencies:



THE ONTARIO  
TRILLIUM  
FOUNDATION



LA FONDATION  
TRILLIUM  
DE L'ONTARIO



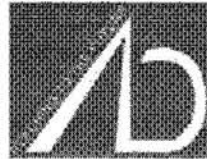
SAULT STE. MARIE  
ECONOMIC  
DEVELOPMENT  
CORPORATION



6(8)(a)



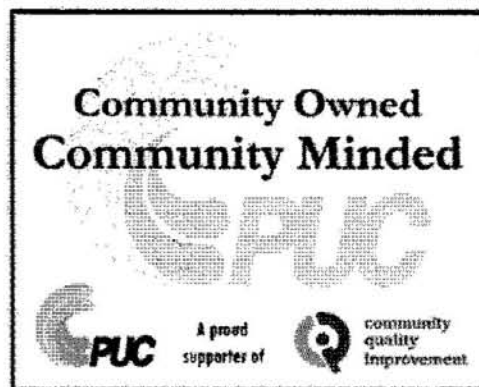
# Our Foundation Members



Sault Ste. Marie  
ECONOMIC  
DEVELOPMENT  
CORPORATION



ESSAR



6(8)(a)

# Our Membership is Growing...

## Sustaining Members

Sault College of Applied Arts & Technology

## Participant Members

Achieve Fitness for Women

Algoma Family Services

Algoma Public Health

Algoma University College

Angela Amelotte

Child Care Algoma

Community Development Corporation

Community Living Algoma

DDI Seamless Cylinder International Inc.

Ermatinger-Clergue National Historic Site

Flakeboard (SSM) Company Ltd.

General Mobile Radio

Health & Safety Professionals Inc.

Holiday Inn Waterfront

Lady Dunn Health Centre

Lucidia Studios

Nelson Paints Company of Canada

North Shore Industrial Wheel Mfg

NR Can (Great Lakes Forestry Centre)

Ontario Forest Research Institute (OFRI)

Paper Chase Consulting

Bill Pasiak

Physician Recruitment & Retention  
Committee

Sault Community Career Centre

seAlgoma (science enterprise Algoma)

SSM Innovation Centre

SSM Safe Communities Partnership

Stones Office Supply Inc.

Nicole Torgerson

Township of Prince

Upper Lakes Environmental Research  
Network (ULERN)

United Way of Sault Ste. Marie

WSIB

Yes You Can Consulting

Zad Consulting

SSM YMCA

ZAD Consultants

6(8/2)

# Led by Passionate Volunteers

---

## 2008 Quality Leadership Team

**Jeff Holmes** (Chair) – Algoma Public Health

**Rose Caicco** (Vice Chair) – Health & Safety Professionals Inc.

**Mark Lewis** – Essar Steel

**Bruce Strapp** – SSM Economic Development Corporation

**Lucy Fronzi** – Group Health Centre

**Harry Sowards** – (Retired) Health Professional

**Billi Grisdale** (Youth Representative) – Algoma University

**Heather Lang** – Boston Pizza

**Ron Batenchuk** – (Retired) City of Sault Ste. Marie

**Sherri Smith** – Sault College

**Peggy Lund** – Brookfield Power

**Jennifer Dickson** – General Mobile Radio

**Tracey Forsyth** – (ex-officio) FedNor



# Words of Wisdom

***Too much and too long, we seem to have surrendered community excellence and community values in the mere accumulation of things . . . Gross National Product counts air pollution and cigarette advertising, and ambulances to clear our highways of carnage. It counts special locks for our doors, and jails for those who break them. It counts the destruction of our redwoods and the loss of our natural wonder in chaotic sprawl. It counts napalm and the cost of a nuclear warhead .***

***Yet the GNP does not allow for the health of our children, the quality of their education, or the joy of their play. It does not include the beauty of our poetry or the strength of our marriages; the intelligence of our public debate, or the integrity of our public officials. It measures neither our wit nor our courage; neither our wisdom nor our learning, neither our compassion nor our devotion to our country; it measures everything, in short, except that which makes life worthwhile.***

***Senator Robert F. Kennedy, 1968***

# What's the Point?

---

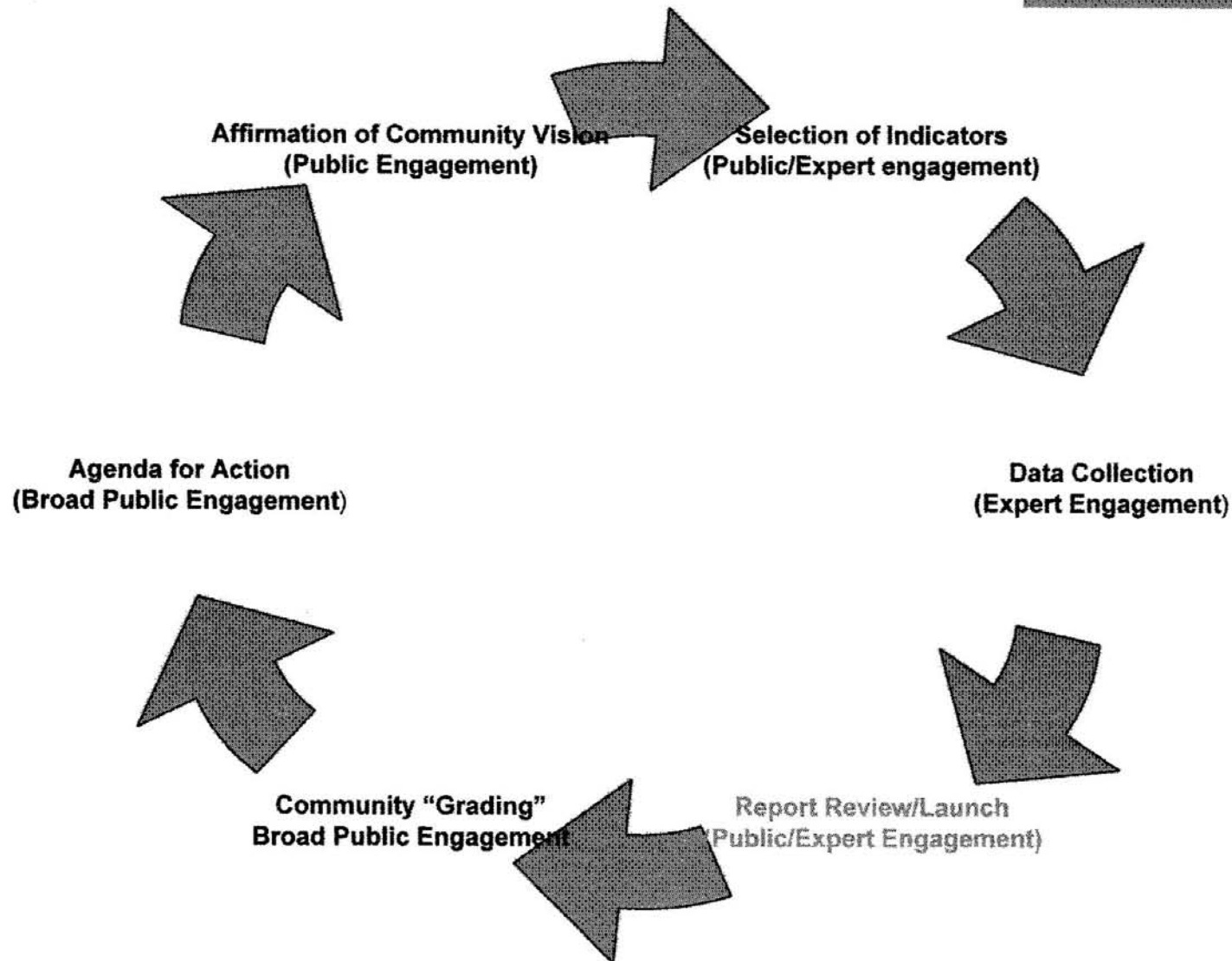
- Communities are complex organisms
- Issues are interrelated
- Identify opportunities for collaboration
- Find potential areas of conflict
- “You can’t manage what you don’t measure”
- Evidence-based decision making
- Celebrate Success; Generate Civic Pride

# Besides...Everybody Else is Doing It...

---

- Halifax Nova Scotia
- Downsview Ontario
- Hamilton Ontario
- Guelph Ontario
- London Ontario
- Markham Ontario
- Ottawa Ontario
- Toronto Ontario
- Montreal Quebec
- Winnipeg Manitoba
- Calgary Alberta
- Cochrane Alberta
- Lacombe Alberta
- Red Deer Alberta
- Vancouver B.C.
- Whitehorse Yukon
- Yellowknife NWT
- And more...

# Community Planning Structure



6(8)(a)

# Culture and Recreation Task Force

- **Lori Ballstadt**, City of Sault Ste. Marie Recreation & Culture
- **Joe Cain**, City of Sault Ste. Marie Recreation & Culture
- **Kathy Fisher**, Ermatinger Clergue National Historic Site
- **Chris Ganton**, Sault Ste. Marie Family YMCA
- **Sandra Houston**, Arts Council of Sault Ste. Marie and District
- **Jude Ortiz**, Algoma University College
- **Lorie Springall**, City of Sault Ste. Marie Community Services
- **Guy Trafficante**, Algoma Conservatory of Music
- **Randy Travaglini**, City of Sault Ste. Marie Manager of Parks
- **Hans Siemers**, Citizen

# Economy & Business Task Force

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- **Dan Lewis**, Sault Ste. Marie District Labour Council
- **Jack McGoldrick**, Algoma Workforce Investment Committee
- **Jody Rebek**, Destiny SSM
- **Scott Reid**, Sault Career Centre
- **Ray Running**, Service Canada
- **Andrew Ross**, Sault Ste. Marie Economic Development Corporation
- **Dawna Kinnunen**, Yes You Can Consulting
- **Sarah Sutton**, YMCA Employment Services



# Education Task Force

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- **Gayle Broad**, Algoma University College
- **Ada Bruno**, Huron Superior Catholic District School Board
- **Sergio Iacoe**, Algoma District School Board
- **Joe Maurice**, Algoma District School Board
- **Caroline Lamothe**, Conseil Scolaire Catholique du Nouvel-Ontario
- **Toni Nanne-Little**, Huron Superior Catholic District School Board
- **Mary Ellen Tomie**, Sault College

# Environment Task Force

- **Rhonda Bateman**, Sault Ste. Marie Region  
Conservation Authority
- **Sherri Cleaves**, Algoma Public Health
- **Deane Greenwood**, Sault Ste. Marie Region  
Conservation Authority
- **Margo Shaw**, Upper Lakes Environmental Research  
Network
- **Randy Roy**, City of Sault Ste. Marie Waste Diversion
- **Madison Saunders**, Environmental Studies  
Graduate

# Governance Task Force

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- **Harry Sowards**, Retired Surgeon
- **Frances Sowards**, Community Activist
- **Malcolm White**, City of Sault Ste. Marie Clerk's Department
- **Karen Poirier**, Community Quality Improvement
- **Jennifer Dickson**, General Mobile Radio
- **Mike Barker**, Forestry Futures Trust Committee
- **Michael DiAngelo**, BLCT Consulting

# Health Task Force

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- **Susan Boston**, Algoma Public Health Unit
- **Raija Lappalainen**, Algoma Public Health Unit
- **Lucy Fronzi**, Group Health Centre
- **Theresa Mudge**, Sault Area Hospitals
- **Pam Nolan**, Garden River Wellness Centre
- **Kim Seabrook**, Safe Communities Partnership

# Social Well Being Task Force

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- **Steve Burgess**, United Way Sault Ste. Marie
- **John Campbell**, Sault Ste. Marie Police Services
- **Rick Cobean**, City of Sault Ste. Marie Social Services
- **Craig Kohler**, Barrier Busters
- **Lisa Louttit**, Community Living Algoma
- **Diane Morrell**, City of Sault Ste. Marie Accessibility Advisory Committee
- **Dree Pauze**, City of Sault Ste. Marie Social Services
- **Theresa Sharp**, Community Assistance Trust
- **Suzanne Stortini**, John Howard Society Sault Ste. Marie
- **Bruce Strapp**, SSM Economic Development Corporation
- **Teri Thomas-Vanos**, Sault Ste. Marie Children's Aid Society
- **Jim Traveson**, Algoma Public Health

# Agenda for Action: Putting Data to Work

---

- Task Forces review findings
- Identify gaps
- Utilize quality improvement tools where necessary to develop a plan (process mapping, pareto charts, fishbone diagrams, etc.)
- Identify stakeholders to work the plan
- Measure results



# 2008 Agenda for Action Plans

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- “Keep the Heat In”
  - United Way, PUC, Social Services
- KidsFirst Early Childhood Education Conference
  - APH, Library, School Boards, Provincial agencies
- Community Indicators Conference
  - OHCC, Garden River First Nations

# Supporting Programs

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- Professional Development
  - National Quality Institute
    - Process Mapping
    - Measuring Customer/Stakeholder Satisfaction
    - Other quality improvement tools/processes
- First Impressions Community Exchange
  - Partner with Sarnia
    - Identify strengths/weaknesses
    - Opportunities for collaboration

# Supporting Programs...

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- Community Café Series
  - Invasive Species, Poverty Reduction
- Naturally Gifted...And Then Some!
  - Various studies (Pembina Institute, Canadian Council on Learning, etc.)
- Strategic Plan Alignment
  - Review of key community agency's plans
  - Compliment or conflict
- Community Process Mapping – identifying opportunities for improvement

## Other notable items...

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- CQI included in study of 3 organizations by Senior Policy Officer, New South Wales Dept. of Environment and Climate Change, Australia –visit April '09

# There and Here...



# Why All This Work?

***“Quality is never an accident;  
it is always the result of high intention,  
sincere effort, intelligent direction  
and skillful execution;  
it represents the wise choice of many alternatives.”***

- William A. Foster



# Proud of Our Success

*CANADA  
AWARDS FOR  
EXCELLENCE*



*PRIX CANADA  
POUR  
L'EXCELLENCE*

2007

SILVER RECIPIENT    RÉCIPiendaire ARGENT  
COMMUNITY BUILDING    DÉVELOPPEMENT COMMUNAUTAIRE

6(8Xa)

*Thank You!*  
*Questions?*



community  
quality  
improvement

**2012 Canadian Adult Recreational Hockey Association (CARHA) World Cup  
Presentation to Council  
January 26<sup>th</sup>, 2009**

Mayor Rowswell and City Council:

In 2004, the Treasurer of Sault Seniors Men's Hockey, Ray House, brought forward the opportunity to Councillor Lou Turco to host the 2008 CARHA World Cup in Sault Ste. Marie. At that time a meeting was held with the appropriate city staff and a unanimous decision was made to move forward. A letter of intent and a \$5,000 deposit was submitted to CARHA followed by an official bid. The following is what has transpired since that time.

- **January 24<sup>th</sup>, 2005:** The bid was not accepted by CARHA and the deposit was returned. No particular reason was given other than the fact that the other four cities were better aligned. It's important to note that The Essar Centre was not built at that time.
- **December 15<sup>th</sup>, 2008:** A call was placed to CARHA to determine the bid opportunity status and it was discovered that the deadlines had been extended to March 2<sup>nd</sup>, 2009. At that time a call was placed to Mr. Ray House and Councillor Lou Turco and both were 100% behind the idea to submit a bid once again. A meeting was then held between Tourism Sault Ste. Marie Executive Director Ian McMillan and Community Services Department Commissioner Nick Apostle and both agreed to go ahead and submit a letter of intent again and pay the \$5,000 deposit. Tourism Sault Ste. Marie drafted the letter of intent, submitted the deposit amount and signed the agreement of confidentiality as requested by CARHA.
- **January 8<sup>th</sup>, 2009:** Confirmation was received that both letters and the cheque had been received on time before the end of 2008. At his request, a meeting was held with Nick Apostle again with a recommendation to move forward quickly and make a presentation to council to bring everyone up to speed with the status of the event.

In 2004, the City's Financial and in Kind Contribution included in the Bid Proposal was \$70,000

**2012: City's In Kind and Direct Financial Commitment: \$80,000 - \$100,000**

(Based on the previous bid's commitment, see below, plus an allowance for inflation)

The previous bid contained the following in-kind and direct financial commitments from the City:

- **Ice costs:** SSM will provide 350 hours of ice time at a reduced tournament rate, \$30,000 - \$40,000
- **Opening/closing event venues:** SSM will provide venues for social activities at a complimentary rate, \$15,000
- **Shuttle requirements:** SSM will help to offset the cost of shuttle bus requirements, \$15,000
- **Office space & staff support:** SSM will provide two people plus office space to assist with the tournament planning before, during and after the tournament, \$20,000 - \$30,000

Any excess sponsorship and funding above the established threshold will go to offsetting the host community's expenses. For your perusal, the next page clearly demonstrates the significance of this event with over 5,000 participants and an actual economic benefit in excess of 15 million.

It is with your approval today that we move forward and prepare a bid to host the 2012 CARHA World Cup before the deadline of March 2<sup>nd</sup>, 2009.

*Stephen McMillan - Tourism Sault Ste. Marie*  
Co-Ordinator Special Projects and Sports Tourism

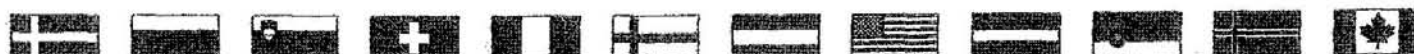
6(8X6)



|                                                  | QUEBEC (2008)                                                                                              | OTTAWA (2004)                                                                              | VANCOUVER (2000)                                                                                                   | TORONTO (1996)                                                                                                  |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>Event Dates</b>                               | March 30 - April 6                                                                                         | March 28 - April 4                                                                         | March 5 - 12                                                                                                       | March 10 - 17                                                                                                   |
| <b>Number of Teams Entered</b>                   | 167                                                                                                        | 126                                                                                        | 135                                                                                                                | 96                                                                                                              |
| <b>Approximate Number of Participants</b>        | 5,000                                                                                                      | 4,500                                                                                      | 4,500                                                                                                              | 3,500                                                                                                           |
| <b>Number of Games Played</b>                    | 311                                                                                                        | 232                                                                                        | 231                                                                                                                | 162                                                                                                             |
| <b>Number of Ice Surfaces Used</b>               | 7                                                                                                          | 5                                                                                          | 4                                                                                                                  | 4                                                                                                               |
| <b>Number of Teams Travelling</b>                | 135                                                                                                        | 83                                                                                         | 63                                                                                                                 | 51                                                                                                              |
| <b>Number of Countries Represented</b>           | 11 (Canada, Finland, France, Latvia, Norway, Russia, Serbia, Slovenia, Sweden, Switzerland, United States) | 9 (Canada, Finland, Hungary, Norway, Russia, Slovenia, Sweden, Switzerland, United States) | 11 (Canada, Czech Republic, Finland, Hungary, Italy, Norway, Russia, Slovenia, Sweden, Switzerland, United States) | 11 (Canada, Czech Republic, Finland, Germany, Hungary, Latvia, Norway, Russia, Slovenia, Sweden, United States) |
| <b>Number of Rooms Utilized</b>                  | 1400 / Night for Seven Nights                                                                              | 800 / Night for Seven Nights                                                               | 675 / Night for Seven Nights                                                                                       | 350 / Night for Seven Nights                                                                                    |
| <b>Economic Benefit to Host City</b>             | \$19.2 Million                                                                                             | \$15 Million                                                                               | \$12 Million                                                                                                       | \$7 Million                                                                                                     |
| <b>Approximate Number of Spectators</b>          | 30,000                                                                                                     | 18,000                                                                                     | 15,000                                                                                                             | 12,000                                                                                                          |
| <b>Amount Donated to Charitable Organization</b> | \$20,000 to La Fondation Entrepôt du Hockey                                                                | \$26,585 to CHEO (Ottawa Chapter)                                                          | \$10,000 to Canuck Place<br>\$10,000 to Canuck Alumni                                                              | \$10,000 to Camp Awakening Program                                                                              |

### 5-Week Media Plan (2008)

| Television                        | Radio                                                                           | Newspaper                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Commercial on TOS aired 70+ times | Radio advertisement featured on CHOI FM (300+ times)<br>273,000 listeners daily | Advertisements through Le Soleil newspaper (10+ times)<br>Weekly Circulation: 587,813 |



10(a)

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2009-17**

**AGREEMENT:** (A.3.6) A by-law to authorize an agreement between the City of Sault Ste. Marie and The Corporation of the Township of Prince.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement dated January 1, 2009, in the form of Schedule "A" between the City and the Township of Prince with respect to fire protection for The Corporation of the Township of Prince commencing January 1, 2009 and terminating December 31<sup>st</sup>, 2009.

SCHEDULE "A"

2. Schedule "A" hereto forms a part of this by-law.

3. EFFECTIVE DATE

This by-law takes effect as of January 1, 2009.

Read THREE times and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-17 – Prince Township Fire Agreement

NOTICE  
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all. AND if enacted, it may not be in the form of the DRAFT copy.  
CITY SOLICITOR



THIS AGREEMENT made this 1<sup>st</sup> day of January 2009

BETWEEN:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter called the "City"

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**  
hereinafter called "Prince"

OF THE SECOND PART

WHEREAS the Council for Prince desires to provide fire protection to Prince Township

WHEREAS the Council for the Township of Prince has requested that the City of Sault Ste. Marie Fire Services (hereinafter called the "Fire Services") answer alarms from Prince;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

**FIRE PROTECTION**

1. (a) The Fire Services agrees that it shall answer fire alarms from Prince and investigate fires to determine origin and cause including notification to the Office of the Fire Marshal as required.
- (b) The Fire Services shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing reasonable physical access can be gained to such fires by the Fire Services' vehicles.
- (c) Fire Services will respond to grass, brush and forest fires in Prince in the area designated as the municipal protection area as per Appendix "A" of the agreement between Prince and the Province of Ontario (Ministry of Natural resources) for forest fire protection (attached). As a condition of this agreement with the City for fire protection Services, Prince Township will maintain its Municipal Forest Fire Management agreement with the Ministry and authorizes Fire Services to activate the resources of the MNR as required.
- (d) Prince shall be responsible for any and all costs associated with maintaining and activating the resources of the Agreement between Prince and the Province of Ontario (Ministry of Natural Resources) for forest fire protection.
- (e) The Fire Services agrees to respond to fire alarms from Prince in a manner appropriate to the circumstances, subject to availability of resources.

**FIRE PREVENTION**

2. (a) The Fire Services shall provide Fire Prevention services only for the purpose of investigating complaints and requests for inspections per the requirements of the Ontario Fire Code.
- (b) The Corporation of the Township of Prince shall be responsible for establishing a program in the municipality which must include public education with respect to fire safety.



**COSTS**

3. (a) Prince covenants and agrees to pay for the provision of Services as specified in this agreement on the following basis:

An amount equal to the population of Prince multiplied by the per capita costs of the Fire Services of the City for the previous year.

- (b) For the purposes of this Agreement, the per capita costs of operating the Fire Services shall be calculated by taking the approved Fire Services' Operating Budget for the year immediately preceding the year for which the calculation is being made divided by the population of the City.
- (c) For the purposes of this Agreement, the population calculations shall be based on the populations of the City and Prince as supplied by the Municipal Property Assessment Corporation for the year immediately preceding the year for which the calculation is being made.

**INDEMNITY**

4. The Corporation of the Township of Prince will at all times indemnify and hold harmless the Fire Services and the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to Prince under the provisions of this contract.

**TERMINATION**

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six months written notice of its intention to terminate.

In the case of the City written notice shall be given to the Fire Chief and in the case of the Township written notice shall be given to the Clerk. The Reeve shall serve as alternate to the Clerk.

- (b) Unless terminated earlier or in accordance with Clause 5(a), this agreement shall terminate on December 31, 2009. If the Corporation of the township of Prince wants to extend the agreement beyond the said date, Prince shall give to the Fire Services at least 90 days written notice of its intention to renegotiate a new agreement.

Continued on page 3

6. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

) THE CORPORATION OF THE CITY OF  
) SAULT STE. MARIE  
)  
)  
)

) \_\_\_\_\_  
) MAYOR – John Rowswell  
)  
)  
)

) \_\_\_\_\_  
) CITY CLERK – Donna P. Irving  
)  
)  
)

) THE CORPORATON OF THE TOWNSHIP OF PRINCE  
)  
)  
)  
)

) \_\_\_\_\_  
) REEVE – Lou Madonna  
)  
)  
)

) \_\_\_\_\_  
) CAO/ADMINISTRATOR – Brianna Coughlin  
)  
)  
)

DH \Agreements\Prince Township fire services 2009

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-18

**AGREEMENT:** (L.5.2) A by-law to authorize an agreement between the City of Sault Ste. Marie and the Minister of Tourism (Ontario) for funding for the development of a business plan for the visitors' centre for the Ermatinger Clergue National Historic Site.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an agreement dated January 5, 2009, in the form of Schedule "A" between the City and the Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism) for funding for the development of a business plan for the visitors' centre for the Ermatinger Clergue National Historic Site.

SCHEDULE "A"

2. Schedule "A" hereto forms a part of this by-law.

3. EFFECTIVE DATE

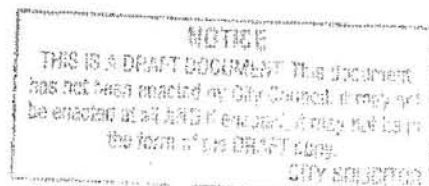
This by-law takes effect on the day of its final passing.

Read THREE times and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-18 – Agt – Tourism Ontario



**ONTARIO FUNDING AGREEMENT**

**THIS AGREEMENT** made as of January 5, 2009.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister  
of Tourism

(the "**Province**")

- and -

**CITY OF SAULT STE. MARIE**

(the "**Recipient**")

**WHEREAS** the Recipient is carrying-out the Project (as defined in Schedule "A");

**AND WHEREAS** the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

**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 expressly acknowledged, the parties agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented  
by the Minister of Tourism**

by:

Date

Name: Michael Langford  
Position: Director, Investment & Development Office

Authorized Signing Officer

**CITY OF SAULT STE. MARIE**

by:

Date

MAYOR - JOHN ROWSWELL

by:

Date

CLERK - DONNA IRVING

I/we have authority to bind the Recipient

## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

---

### 1.0 Definitions

1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:

- (a) **"Additional Funding Requirements"** means the requirements referred to in paragraph 3.3(b) and as specified in Schedule "B";
- (b) **"Additional Provisions"** means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";
- (c) **"Agreement"** means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
- (d) **"Budget"** means the Project budget set out in Schedule "D";
- (e) **"Claims"** means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
- (f) **"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B";
- (g) **"Fiscal Year"** means:
  - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
  - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
- (h) **"Funding"** means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
- (i) **"Maximum Funding"** means the maximum amount of the Funding to be provided as set out in Schedule "B";
- (j) **"Project"** means the project described in Schedule "C".

### 2.0 Term of Agreement

2.1 The term of this Agreement will commence on the date set out on the first page of this Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

### 3.0 Funding

3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.

3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".

3.3 Despite sections 3.1 and 3.2, the Province:

- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of the reports provided to the Province pursuant to Article 11.0;



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- (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
- (c) shall not provide Funding instalments unless it is satisfied with the progress of the Project.

#### **4.0 Project**

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the timelines provided in Schedule "C".
- 4.4 If the Project involves the creation of intellectual property, the Recipient agrees that the Province may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

#### **5.0 Budget**

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.
- 5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

#### **6.0 Holding of Funding**

- 6.1 Until it is used in accordance with this Agreement, the Funding will be placed in an account that:
  - (a) resides at a Canadian financial institution; and
  - (b) is in the name of the Recipient.
- 6.2 If the Province flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.
- 6.3 If the Recipient earns any interest on the Funding:
  - (a) the Province may deduct the interest amount from any further Funding instalments; and/or
  - (b) the Recipient shall pay any interest to the Province as directed by the Province.

#### **7.0 Tendering for Goods and Services and Disposal of Assets**

- 7.1 The Recipient will manage the Project wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless:
  - (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
  - (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.
- 7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

#### **8.0 Conflict of Interest**

- 8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.

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8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.

8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

## 9.0 Representations, Warranties and Governance

9.1 The Recipient represents warrants and covenants that:

- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Project; and
- (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of this Agreement, in every respect except as set out to the contrary in this Agreement.

9.2 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into this Agreement; and
- (b) it has taken all necessary actions to authorize the execution of this Agreement.

9.3 The Recipient represents, warrants and covenants that it has

- (a) established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
  - (i) establish decision-making mechanisms;
  - (ii) provide for the prudent and effective management of the Funding;
  - (iii) establish procedures to enable the successful completion of the Project; and
  - (iv) establish procedures to enable the preparation and delivery of all reports required pursuant to Article 11.0.

9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.

## 10.0 Further Conditions

10.1 The Recipient will comply with any Additional Provisions.

10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

**11.0 Reporting, Accounting and Review**

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

11.3 Each report referred to in paragraphs 11.1(a) and (b) will include the following items:

- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
- (b) an unaudited statement which accounts for Project revenue and expenditures;
- (c) an indication of whether the objectives of the Project are being / were met;
- (d) a description of how the success of the Project is being / was measured;
- (e) a description of the level of community participation and response;
- (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
- (g) any other details that may be requested by the Province.

11.4 The Recipient:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
- (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.

11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

11.7 The purposes for which the Province may exercise its rights under this Article include:

- (a) determining for what items and purposes the Recipient expended the Funding;

- (b) determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

11.8 For greater clarity, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

## 12.0 Limitation of Liability

12.1 The Province, its officers, employees and agents will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Project or this Agreement.

## 13.0 Indemnity

13.1 The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.

## 14.0 Insurance

14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:
  - (i) the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
  - (ii) cross-liability clause;
  - (iii) contractual liability coverage; and
  - (iv) thirty (30) day written notice of cancellation, termination or material change.

14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

## 15.0 Credit

15.1 The Recipient:

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project;
- (b) will advise the Province in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Province to be present where appropriate. The Recipient will provide the Province with a minimum of ten (10)



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business days prior written notice of such events, or as soon as the Recipient is aware of such events;

- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from the Province; and
- (d) where applicable, will include a statement in any materials related to the Project that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

#### **16.0 Termination for Convenience**

- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient.

#### **17.0 Termination and Corrective Action**

- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

- (a) in the opinion of the Province:
  - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
  - (ii) the Recipient breaches any provision of this Agreement;
  - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
  - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province is providing the Funding;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to carry on business.

- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipient is required to remedy the breach; and
- (c) that the Province will terminate this Agreement:
  - (i) at the end of the notice period provided for in the notice if the Recipient fails 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 Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and

- (a) the Recipient does not remedy the breach within the time period specified in the notice;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
  - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
- the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.

17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with this Agreement.

17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

#### 18.0 Funding Upon Termination

18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:

- (a) cancel all further Funding instalments; and/or
- (b) demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient;

and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.

18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:

- (a) cancel all further Funding instalments; and/or
- (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.

#### 19.0 Recipient's Repayment of Funds

19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.

19.3 The Recipient will pay the amount demanded by cheque payable to the Minister of Finance, Ontario.

19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

#### 20.0 Notices

20.1 Any notice or communication required or permitted to be given under this Agreement will be:

- (a) in writing;
- (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
- (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.

20.2 All notices will be effective:



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- (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
- (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

## **21.0 Severability of Provisions**

- 21.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

## **22.0 Amendment and Waiver**

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **23.0 Independent Parties**

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

## **24.0 Assignment of Agreement or Funding**

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

## **25.0 Governing Law**

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

## **26.0 Further Assurances and Consents**

- 26.1 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.
- 26.2 The Recipient acknowledges that the Province may impose conditions on any consent it provides pursuant to this Agreement.

## **27.0 Circumstances Beyond the Control of Either Party**

- 27.1 Neither party will 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 Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot

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be reasonably foreseen or provided against.

## **28.0 Survival**

28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and sections 4.4 and 7.2 will survive.

## **29.0 Appropriation**

29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

## **30.0 Interpretative Value of Agreement Documents**

30.1 In the event of any of conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.

30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

## **31.0 Counterparts**

31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and will be binding on all parties as if executed by original signature and delivered personally.

## **32.0 Freedom of Information and Protection of Privacy Act (FIPPA)**

32.1 The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.

32.2 The Recipient acknowledges that the Province may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

## **33.0 Time of Essence**

33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

## **34.0 Number and Gender**

34.1 This Agreement will be read with all changes in gender or number as required by the context.

## **35.0 Joint and Several**

35.1 Where the Recipient is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

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**- END OF GENERAL TERMS AND CONDITIONS -**

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**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

| PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS |                                                                                                                                                                                                                       |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum Funding                                        | \$59,600.00                                                                                                                                                                                                           |
| Funding Instalments                                    | Subject to subsection 3.3(b) of Schedule "A" of this Agreement, \$20,000.00 upon Execution of contract<br>\$20,000.00 upon Completion of Business Plan for Visitors Centre<br>\$19,600 upon Completion of the project |
| Expiration Date                                        | May 31, 2009                                                                                                                                                                                                          |
| Address for notice if to the Province                  | Alan Rimmington<br>Senior Consultant, Investment & Development Office<br>9th Floor, Hearst Block<br>900 Bay Street<br>Toronto, Ontario M7A 2E1<br>(416) 325 8866<br>(416) 327 2506                                    |
| Address for notice if to the Recipient                 | Kathy Fisher<br>Curator, Ermatinger Clergue National Historic Site<br>Box 580<br>99 Foster Drive<br>Sault Ste. Marie, Ontario P6A 5N1<br>(705) 759 5443<br>(705) 759 6990                                             |
| Reporting                                              | Fiscal Year-end Report Due date: March 31, 2009<br>Project Completion Due date: May 31, 2009                                                                                                                          |
| Additional Funding Requirements                        | The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement.                          |
| Additional Provisions                                  | Nil                                                                                                                                                                                                                   |

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**SCHEDULE "C"**  
**PROJECT DESCRIPTION**  
**AND TIMELINES**

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- Support from the Tourism Development Fund is to be used for the following:
  - Marketing - \$4,000
  - Planning - \$5,000
  - Travel Expenses - \$10,000
  - Legacy project - \$40,600
- Marketing: \$4,000 – to be used for logo development, a web presence, banner-ups, brochures, flyers, posters and advertisements in regional tourism publications.
- Planning: \$5,000 - sub-committees have been established: Tourism & Marketing, Legacy, Events & Military, Education. A facilitated planning session for sub-committee members will take place in January 2009 to coordinate initiatives, identify timelines and put action plans into place for the executive committee to deliver the commemorative activities in 2012. A facilitator familiar with this project will orchestrate the sessions, and collate the final report / action plan.
- Travel – Seminar/Symposium/Strategic Workshops: \$10,000 – executive committee travel in Algoma District and into Michigan for regional sub-committee meetings, a January/February 2009 Regional Symposium in Toronto, and networking meetings with the other provincial regions.
- Legacy: \$40,600 – In anticipation of the Commemorative Activities, the Historic Sites Board (a board of council) began to plan for a proposed Visitor Centre and 1812 gallery. When working on concept plans and drawings, the Historic Sites Board also incorporated the “green” concept of building design at a level of Gold on the LEED scale. The next steps of this proposed Centre is to work with consultants to formulate a Business Plan, exhibit content, and also concepts for Monument(s) development.

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**SCHEDULE "D"**  
**BUDGET**

**Financial Information**

| <b>Project Expenses</b>                      | <b>TDF<br/>Request</b> | <b>Partners<br/>(Financial)</b> | <b>Partners<br/>(In-Kind)</b> | <b>Total</b> |
|----------------------------------------------|------------------------|---------------------------------|-------------------------------|--------------|
| <b>MARKETING:</b>                            |                        |                                 |                               |              |
| Logo Development, Web Presence, Banner Ups   |                        | \$5,000                         | \$3,150                       |              |
| <b>Printing &amp; Advertising Costs:</b>     | \$4,000                |                                 |                               |              |
| Colour brochures/flyers                      |                        |                                 |                               |              |
| Posters, Regional Tourism publications       |                        |                                 |                               |              |
|                                              |                        |                                 |                               | \$12,150     |
| <b>PLANNING SESSIONS:</b>                    | \$5,000                |                                 | \$1,050                       |              |
| Office Supplies                              |                        |                                 |                               |              |
| Office Space & Furniture (ECNHS & AKTA)      |                        |                                 | \$2,000                       |              |
| Laptop & Photocopier                         |                        | \$2,200                         |                               |              |
| Administration Services                      |                        | \$6,768                         |                               |              |
| Facilitator Fees:                            |                        |                                 |                               |              |
| Facility Room Rentals:                       |                        |                                 |                               |              |
|                                              |                        |                                 |                               | \$17,018     |
| <b>TRAVEL:</b>                               | \$10,000               |                                 | \$2,520                       |              |
| Estimates for 2008/09                        |                        |                                 |                               |              |
|                                              |                        |                                 |                               | \$12,520     |
| <b>LEGACY PROJECT PLANNING:</b>              |                        |                                 | \$3,150                       |              |
|                                              |                        | \$18,000                        |                               |              |
| Business Plan for Visitor Centre             | \$30,000               |                                 |                               |              |
| Architect Dispersements for Business Plan    | \$2,600                |                                 |                               |              |
| Exhibit Consultations - 1812 Gallery Exhibit | \$3,000                |                                 |                               |              |
| Monument Development - Call for Submission   | \$5,000                |                                 |                               |              |
|                                              |                        |                                 |                               | \$61,750     |



10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-22

**AGREEMENT:** (P.4.7.43) A by-law to authorize the execution of an Agreement of Purchase and Sale between the Corporation of the City of Sault Ste. Marie and the Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Ministry of Energy and Infrastructure for the sale by the City of property located on Great Northern Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an Agreement of Purchase and Sale dated January 26, 2009, in the form of Schedule "A" between the City and the Ontario Realty Corporation acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Ministry of Energy and Infrastructure for the sale by the City of property outlined in Schedule A.

SCHEDULE "A"

2. Schedule "A" hereto forms a part of this by-law.

3. EFFECTIVE DATE

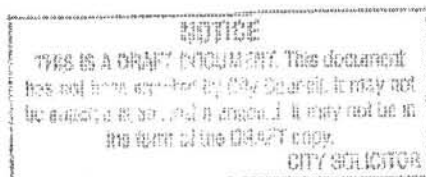
This by-law takes effect on the day of its final passing.

Read THREE times and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING

cf Bylaws\2009\2009-22 – agt – ORC SAH



10(c)

SCHEDULE A

D#:01373

**AGREEMENT OF PURCHASE AND SALE**

BETWEEN:

**ONTARIO REALTY CORPORATION**  
acting as agent on behalf of  
**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE**  
**MINISTRY OF ENERGY AND INFRASTRUCTURE**

(hereinafter called the "Vendor")

- and -

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter called the "Purchaser")

**RECITALS:**

Her Majesty the Queen in Right of Ontario as represented by the Ministry of Energy and Infrastructure (the "Owner") is the owner in fee simple of the property defined as the "Property" in section 1(x) of this Agreement.

Ontario Realty Corporation ("ORC") confirms that it is the designated agent of the Owner and has the authority to exercise all rights of the Ministry of Energy and Infrastructure, and the express written delegation from the Owner, and that both the Owner and ORC are and shall be bound by all the Vendor's covenants, representations and warranties as provided herein.

The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

**NOW THEREFORE** in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

**DEFINITIONS**

1. As used in this Agreement, the following terms shall have the following meanings:

- (a) **"Agreement"** means this agreement, Schedules "A", "B", "C", "D", "E", "F", "G" and "H" and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
- (b) **"As Is Where Is"** has the meaning ascribed to it in section 5(1) of this Agreement.
- (c) **"Authority"** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Property as defined herein, or the use thereof.
- (d) **"Buildings"** means the existing structure(s), fixtures (save and except tenant's fixtures and fittings) and facilities located on the Lands, including all heating, ventilation, plumbing, electrical and mechanical systems and related components and equipment comprising a part thereof.
- (e) **"Business Day"** means any day on which the Government of Ontario normally conducts business.

- (f) "**Chattels**" means the equipment owned by the Vendor and used in connection with the operation and maintenance of the Property, if any, all of which are listed in Schedule "C" to this Agreement.
- (g) "**Class EA**" means the Class Environmental Assessment Process for ORC Realty Activities as approved, amended, or renewed from time to time by the Minister of the Environment pursuant to section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (h) "**Contaminant**" has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and/or the Ministry of Labour.
- (i) "**Date of Acceptance**" means the date the ORC Board of Directors approves and accepts this Agreement.
- (j) "**Date of Closing**" means the day which is ten (10) Business Days following i) the date that the Purchaser waives or satisfies its condition(s) contained in section 5 of this Agreement, or ii) the date that the Vendor fulfills its condition(s) contained in section 6 of this Agreement, whichever date is the later date or any extension thereof pursuant to the terms of this Agreement.
- (k) "**Environmental Law**" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directors, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance.
- (l) "**G.S.T.**" has the meaning ascribed to it in section 3(1) of this Agreement.
- (m) "**Hazardous Substance**" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (n) "**Inspection Period**" means that period of time which is thirty (30) days following the date the Vendor notifies the Purchaser that the approval of the Lieutenant Governor in Council has been obtained as provided for in section 6(2)(a) of this Agreement.
- (o) "**Lands**" means the land(s) described in Schedule "A" to this Agreement.
- (p) "**Land Use Regulations**" means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
- (q) "**Lease**" means the lease to be entered into between the Purchaser as landlord and the Vendor or another provincial government ministry or agency, as tenant, if applicable, in the form attached hereto as Schedule "D" and to be effective as of the Date of Closing.

- (r) "Municipality" means the municipality (or municipalities) where the Property is located.
- (s) "ORC" means Ontario Realty Corporation.
- (t) "Owner" means Her Majesty the Queen in Right of Ontario as represented by the Ministry of Energy and Infrastructure.
- (u) "Permitted Encumbrances" means the encumbrances listed in Schedule "B" to this Agreement.
- (v) "Property" means collectively the Lands, the Buildings, the Chattels and the Property Documents.
- (w) "Property Documents" means documents in ORC's current possession related to the Property as set out in Schedule "E" and may include:
  - (i) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
  - (ii) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
  - (iii) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
  - (iv) copies of building inspection reports, environmental reports, heritage reports and archaeological reports; and
  - (v) any plan of survey of the boundaries of the Property.
- (x) "Purchase Price" means the total amount as set out in section 2 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of G.S.T. and subject to the adjustments specified in section 17 of this Agreement.
- (y) "Vendor" means the Owner and/or ORC.
- (z) "Tenancy Agreements" means all leases or licences to be assumed by the Purchaser which currently affect the Property and are listed in Schedule "B" of this Agreement.

#### PAYMENT OF PURCHASE PRICE

2. Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of **NINE HUNDRED (\$900.00)** Canadian dollars, payable by the Purchaser to the Vendor's solicitor in trust, by certified cheque or bank draft on the Date of Closing.

#### GOODS AND SERVICES TAX

- 3(1) The Purchase Price of the Property does not include the federal Goods and Services Tax ("G.S.T.") payable by the Purchaser in respect of the purchase of the Property pursuant to the Excise Tax Act, R.S. 1985, c. E.15 (Canada) (the "Act"). Subject to section 3(2) below, the Purchaser agrees to pay to the Vendor, on the Date of Closing, as a condition of completion of this transaction by certified cheque or bank draft, all G.S.T. payable as a result of this transaction in accordance with the Act.
- 3(2) Notwithstanding section 3(1) above, the Vendor shall not collect G.S.T. from the Purchaser in this transaction if the Purchaser is registered under the Act and in that event,

the Purchaser shall file returns and remit such G.S.T. to the Receiver General for Canada when and to the extent required by the Act. The Purchaser shall provide to the Vendor, prior to the Date of Closing, a statutory declaration confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting G.S.T., and confirming its G.S.T. registration number under the Act, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor's failure to collect G.S.T. from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably.

- 3(3) The Purchaser's obligations under this section 3 shall survive closing.

#### LAND TRANSFER TAX AND FEES

4. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

#### PURCHASER'S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS" CONDITION AND ENVIRONMENTAL INDEMNITY

- 5(1) The Purchaser shall accept, assume and take title to the Property and any improvements thereon in an "As Is Where Is" condition. The term "As Is Where Is" means in its condition or state on the date of this Agreement without any agreement, representation or warranty of any kind, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands or the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this transaction, any applications to the Municipality or any Authority for changes or variances to the uses currently permitted on the Property including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.
- 5(2) During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property including, without limitation, compliance with Environmental Law and the existence of any Hazardous Substance or Contaminant.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists a condition of non-compliance with Environmental Law or the existence of a Hazardous Substance or Contaminant on the Property that would be in excess of the guidelines for any of the permitted uses under the current zoning by-law affecting the Property, the risk or existence of which the Purchaser is not prepared to assume, then the Purchaser shall provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance and quantify the remediation cost and the Vendor shall have the following options:

- (a) to undertake to correct the matter of non-compliance prior to the Date of Closing or as soon as possible after the Date of Closing if compliance prior to closing is not reasonably possible;
- (b) to allow the Purchaser the quantified cost of correcting the matter of non-compliance as an adjustment in which event the Purchaser will assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Date of Closing;

- (c) to terminate this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest; or
- (d) to refuse to do either (a), (b), or (c) in which event the Purchaser shall have the option of completing the transaction without adjustment to the Purchase Price or terminating this Agreement in which event the Deposit shall be returned to the Purchaser with accrued interest.

The Vendor shall have ten (10) days from receipt of the report from the recognized and qualified environmental consultant to make its election under (a), (b), (c) or (d) in writing to the Purchaser and in the event the Vendor fails to make an election within said ten (10) day period, the Vendor will be deemed to have elected option (d) in which event the Purchaser shall have ten (10) days from the date of the Vendor's election or deemed election under (d) to elect to terminate or complete as per paragraph (d) and in the event the Purchaser fails to make an election within said ten (10) day period the Purchaser shall be deemed to have elected to complete the transaction without adjustment to the Purchase Price.

- 5(3) The Vendor grants to the Purchaser the right to enter upon the Property during the Inspection Period at its own risk and to conduct such investigations, tests and inquiries at its own expense as the Purchaser deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such investigations, tests and inquiries. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its and/or its agents' or consultants' presence on the Property or its and/or its agents' or consultants' activities on or in connection with the Property.
- 5(4) The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' notice.
- 5(5) In the absence of the Purchaser delivering a waiver of the Purchaser's conditions or in the event of this Agreement not being terminated as herein provided, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5(6) The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise as a result of the condition of the Property, any order issued by any competent governmental Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.
- 5(7) This section 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.
- 5(8) The conditions set forth above in subsection 5(2) have been inserted for the sole benefit of the Purchaser and may be waived by the Purchaser at any time prior to the expiration of the Inspection Period.
- 5(9) The Purchaser acknowledges that it has satisfied itself with respect to the permitted and planned uses of the Property by any authority with jurisdiction over the Lands.



**VENDOR'S CONDITIONS**

- 6(1)(a) This Agreement is subject to the conditions set forth in subsections 6(2) and 6(3) hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing.
- (b) If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser with interest and without deduction.
- 6(2)(a) Within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the approval of the Lieutenant Governor-in-Council pursuant to subsection 8(5) of the Ministry of Government Services Act, R.S.O. 1990, c. M.25 for the sale of the Property to the Purchaser, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld and the Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- (b) The Purchaser agrees that should the Vendor be unable to satisfy this condition within said ninety (90) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- 6(3) The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with the requirements of the Environmental Assessment Act, R.S.O. 1990, c.E. 18 and the Class EA in each such case as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "Environmental Requirements").

Notwithstanding any other provision of this Agreement, the completion of such transaction is subject to continuing compliance to the Date of Closing with all such Environmental Requirements and in the event that prior to the Date of Closing:

- (a) any governing Authority makes or issues any order or directive pursuant to the Environmental Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Environmental Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the Environmental Assessment Act); or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or
- (c) a written request has been made to the Minister of the Environment, of which the Vendor has notice, that other or different measures be taken to comply with the Environmental Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for at least an additional thirty (30) days by notice in writing to the Purchaser during which time the Vendor shall:

- (d) determine if the request in subsection (c) above has been satisfied or has been refused;
- (e) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing up to (but no

more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate); or

- (f) terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force or effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement.

#### RISK

- 7. Until completion of this Agreement on the Date of Closing, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Date of Closing, the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arms length in which event the Purchaser will complete the transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall be immediately returned to the Purchaser, with interest and without deduction, and neither party shall have any further rights or obligations hereunder.

#### VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8(1) The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of section 116 of the Income Tax Act, R.S.C. 1970, c.I. 5(Canada).
- 8(2) The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any of the information it has provided to the Purchaser.

#### PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9(1) The Purchaser warrants and represents to the Vendor and hereby declares that the Purchaser does not have a conflict of interest with the Owner or ORC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule "F" at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Date of Closing.
- 9(2) The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Date of Closing in an As Is Where Is condition, subject to, (i) the rights of tenants and licencees as set out in the Tenancy Agreements, (ii) the Permitted Encumbrances, (iii) the Lease, if any.
- 9(3) As of the Date of Closing, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefore.
- 9(4) Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Date of Closing.

- 9(5) On the Date of Closing, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this section 9.

#### SEVERANCE

10. The Parties acknowledge that a consent to a severance under section 50 of the Planning Act, R.S.O., 1990, c. P.13 is not required.

#### REFERENCE PLAN

11. The parties agree that a reference plan of survey of the Lands has been deposited with the Land Registrar for the Land Titles Division of Algoma (No. 1) as 1R-11212.

#### TITLE

- 12(1) The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.

- 12(2) On the Date of Closing, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:

- (a) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands;
- (b) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
- (c) the Land Use Regulations;
- (d) the Tenancy Agreements, if any;
- (e) the Lease, if any;
- (f) all other Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

- 12(3) If, within the specified time allowed for examining title to the Lands, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

- 12(4) The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality.

#### NO ASSIGNMENT

- 13(1) The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, without obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an affiliate as defined in the Business Corporations Act, R.S.O. 1990, c. B.16 but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an affiliate.
- 13(2) If the Vendor consents to an assignment of this Agreement to a third party or the Purchaser assigns this Agreement to an affiliate (the "Assignee"), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 13(3) In the event of any assignment of this Agreement to an affiliate or a third party, such Assignee shall provide a similar representation, warranty and Statutory Declaration as required of the Purchaser in section 9(1).

#### PREPARATION OF TRANSFER/DEED DOCUMENTS, LEGAL FEES AND APPRAISAL COSTS

- 14(1) The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("Land Transfer Tax Affidavit"), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.
- 14(2) All legal costs incurred by the Vendor, inclusive of disbursements, as they pertain to the subject Agreement and completion of the transaction of purchase and sale shall be paid by the Purchaser. Such costs shall be treated as an adjustment to the Purchase Price in accordance with section 16 of this Agreement.
- 14(3) The Purchaser agrees to pay for all appraisal costs incurred by the Vendor in contemplation of this Agreement and the sale of the subject Property. Such costs shall be treated as an adjustment to the Purchase Price in accordance with section 16 of this Agreement.

#### TENDER

- 15. Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office.

#### ADJUSTMENTS

- 16(1) Adjustments between the Vendor and the Purchaser shall be made on the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment. Such adjustments shall be made on the basis that the Date of Closing shall be for the Vendor's account.
- 16(2) Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon completion, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

**ELECTRONIC REGISTRATION**

17. Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L-4, and the Electronic Registration Act, S.O. 1991, c.-44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction); and
  - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

**CLOSING DELIVERABLES**

- 18(1) The Vendor covenants that it will deliver to the Purchaser on or before the Date of Closing, each of the following:
- (a) vacant possession of the Property in an As Is Where Is condition;
  - (b) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
  - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
  - (d) a direction regarding the payment of funds;
  - (e) statement of adjustments; and
  - (f) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.
- 18(2) The Purchaser covenants that it will deliver to the Vendor on or before the Date of Closing:
- (a) a certified cheque or bank draft for the balance of the Purchase Price due on the Date of Closing;
  - (b) a direction as to title, if necessary;
  - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
  - (d) G.S.T. Declaration and Indemnity, if applicable referred to in section 3;
  - (e) Statutory Declaration referred to in Schedule "F";
  - (f) an Assignment, Assumption and Indemnity with respect to all the matters in section 9, in the form prepared by the Vendor's solicitor;
  - (g) such other deeds, conveyances resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement;

- (h) Document Registration Agreement as set out in Schedule "G"; and
- (i) Acknowledgement and Direction as set out in Schedule "H".

**NOTICE**

19. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine addressed to the Purchaser at:

Sault Area Hospital  
969 Queen Street East  
Sault Ste. Marie, ON P6A 2C4

Attention: Harry Koskenoja  
Facsimile: 705-541-7802

and to the Purchaser's solicitor at:

Wishart Law Firm, LLP  
390 Bay Street, Suite 500  
Sault Ste. Marie, ON P6A 1X2

Attention: Gordon P. Acton  
Facsimile: 705-949-2465

and to the Vendor at:

c/o Ontario Realty Corporation  
Real Estate Marketing  
11th Floor, Ferguson Block  
77 Wellesley Street West  
Toronto, Ontario,  
M7A 2G3  
Attention: Peter Rusin  
Facsimile: 416-327-3942

and to the Vendor's solicitor at:

Beber & Associates Professional Corporation  
Barristers & Solicitors  
390 Bay Street, Suite 2900  
Toronto, Ontario  
M5H 2Y2

Attention: Jeffrey P. Beber  
Facsimile: 416-869-0321

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.



**GENERAL**

20. Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
21. This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
22. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
23. This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property.
24. This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
25. The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
26. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all material and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

**IRREVOCABLE PERIOD**

27. Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to ORC and open for acceptance by the Board of Directors of ORC during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Board of Directors of ORC.

10(c)

OFFERED BY the Purchaser this 26th day of January, 2009~~2008~~

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

Per: \_\_\_\_\_  
Name: MAYOR JOHN ROWSWELL  
Title:

Per: \_\_\_\_\_  
Name: DONNA IRVING  
Title: CITY CLERK

I/We have the authority to bind the  
Corporation

ACCEPTED BY the Vendor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

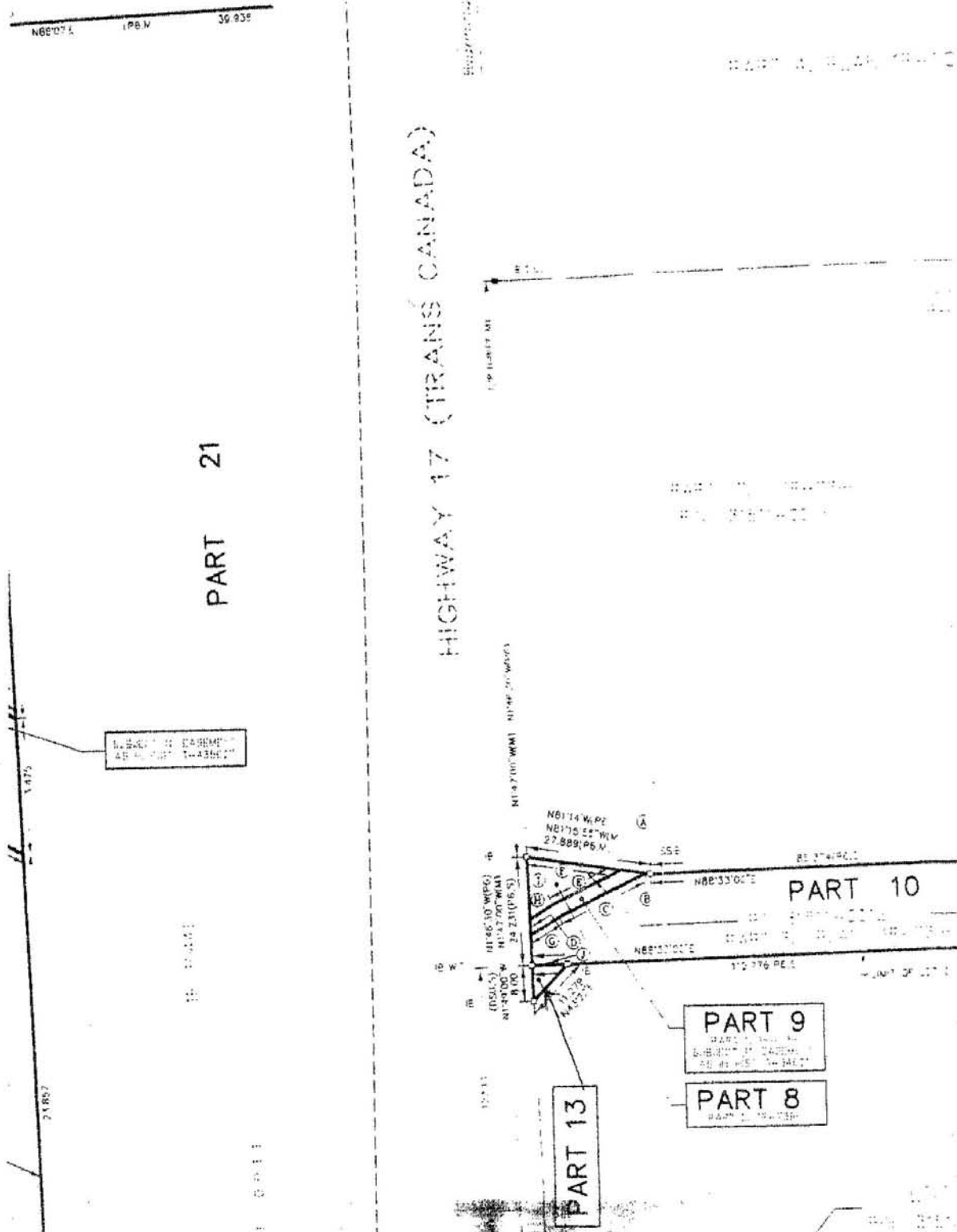
**ONTARIO REALTY CORPORATION  
acting as agent on behalf of HER MAJESTY  
THE QUEEN IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTRY OF  
ENERGY AND INFRASTRUCTURE**

Per: \_\_\_\_\_  
Name:  
Title:  
Authorized Signing Officer

### Schedule "A"

## LEGAL DESCRIPTION OF LANDS

Part of Lot 2, RCP H-731, designated as Part 13 on Plan 1R-11212



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE****BY-LAW 2009-26**

**APPOINTMENTS:** (B.1.1.2) A by-law to appoint inspectors under the Building Code Act, 1992 and municipal law enforcement officers under the Police Services Act.

WHEREAS Section 3 of the Building Code Act requires the Municipality to appoint inspectors under the Building Code Act, 1992;

AND WHEREAS Section 15 of the Police Services Act allows municipal Council to appoint persons to enforce the by-laws of the municipality.

NOW THEREFORE pursuant to the Building Code Act, 1992 and the Police Services Act, Council enacts as follows:

**1. BUILDING CODE INSPECTORS**

The persons listed on Schedule "A" to this by-law are appointed as Building Code Inspectors.

**2. MUNICIPAL LAW ENFORCEMENT OFFICERS**

The persons listed on Schedule "A" to this by-law are appointed as Municipal Law Enforcement Officers

**3. EFFECTIVE DATE**

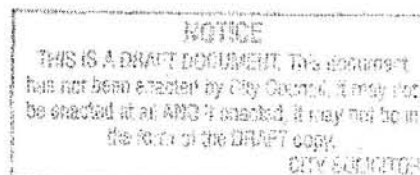
This by-law is effective on the date of its passing.

READ THREE TIMES and PASSED in Open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR - JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK - DONNA P. IRVING

DH By-laws\2009\2009-26 bldg inspectors.doc



10(d)

**SCHEDULE "A" to By-law 2009-26**

Freddie Pozzebon

Bryan Bunting

Larry Kennedy

Glenn Irwin

Frank Bentreovato

Tyler Bertrand

Ron Mancuso

Mark Fiacconi

Robert Roznik

François Couture

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-25

**PROPERTY SALE:** (P.4.6.401) to authorize the conveyance of property for parking to the Italian Housing Corporation for approximately 868 square meters and to the Algoma Condominium Corporation of approximately 204 square meters.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, C. 25, ENACTS as follows:

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons (or such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. EXECUTION OF DOCUMENTS

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. SCHEDULE "A"

Schedule "A" hereto forms part of this by-law.

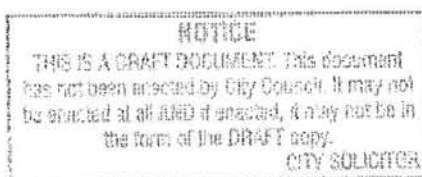
6. EFFECTIVE DATE

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

Read THREE TIMES and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA P. IRVING





## SCHEDULE "A" TO BY-LAW 2009-25

VENDOR: The Corporation of the City of Sault Ste. Marie

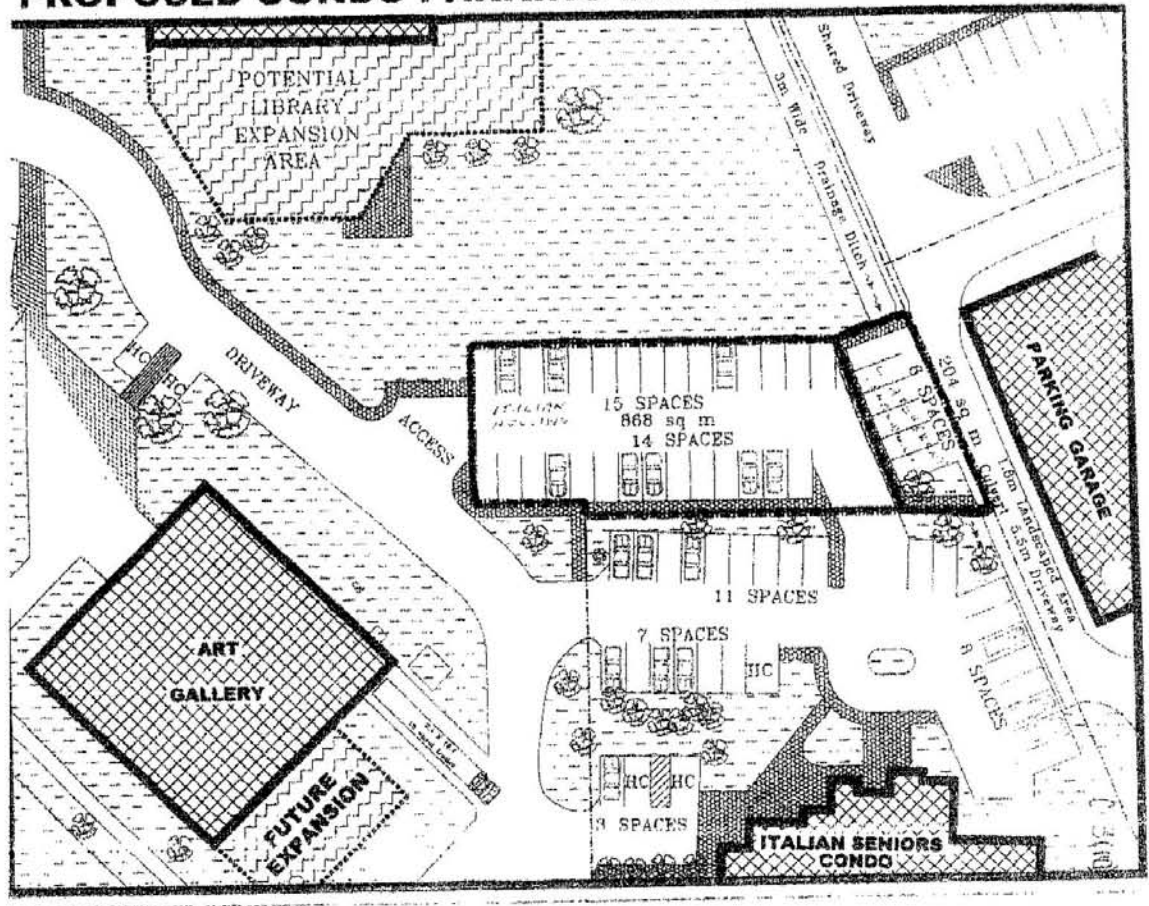
PURCHASER: Italian Housing Corporation and Algoma Condominium Corporation #16

ADDRESS: Property situated between the Art Gallery and the Library East Street

CONSIDERATION: \$21,200.00 (subject to adjustments)

**PROPOSED CONDO PARKING LAYOUT**

December 15, 2008



10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-23

**STREET ASSUMPTION:** (S.2.3.) a by-law to assume for public use and establish as a public street that portion of Hudson Street measuring 66 feet by 110 feet north of Queen Street West and a laneway measuring 10 feet by 129.2 feet running west from Hudson Street north of Queen Street West.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the Municipal Act, S.O. 2001, thereto ENACTS as follows:

1. **STREET ESTABLISHED AND ASSUMED**

The street or parts of street more particularly described in Schedule "A" to this by-law is hereby established as a public street and is assumed for public use.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

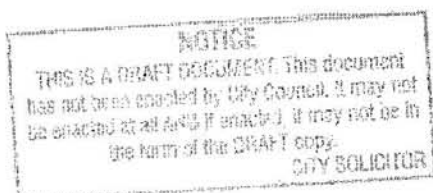
3. **EFFECTIVE DATE**

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

READ THREE times and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

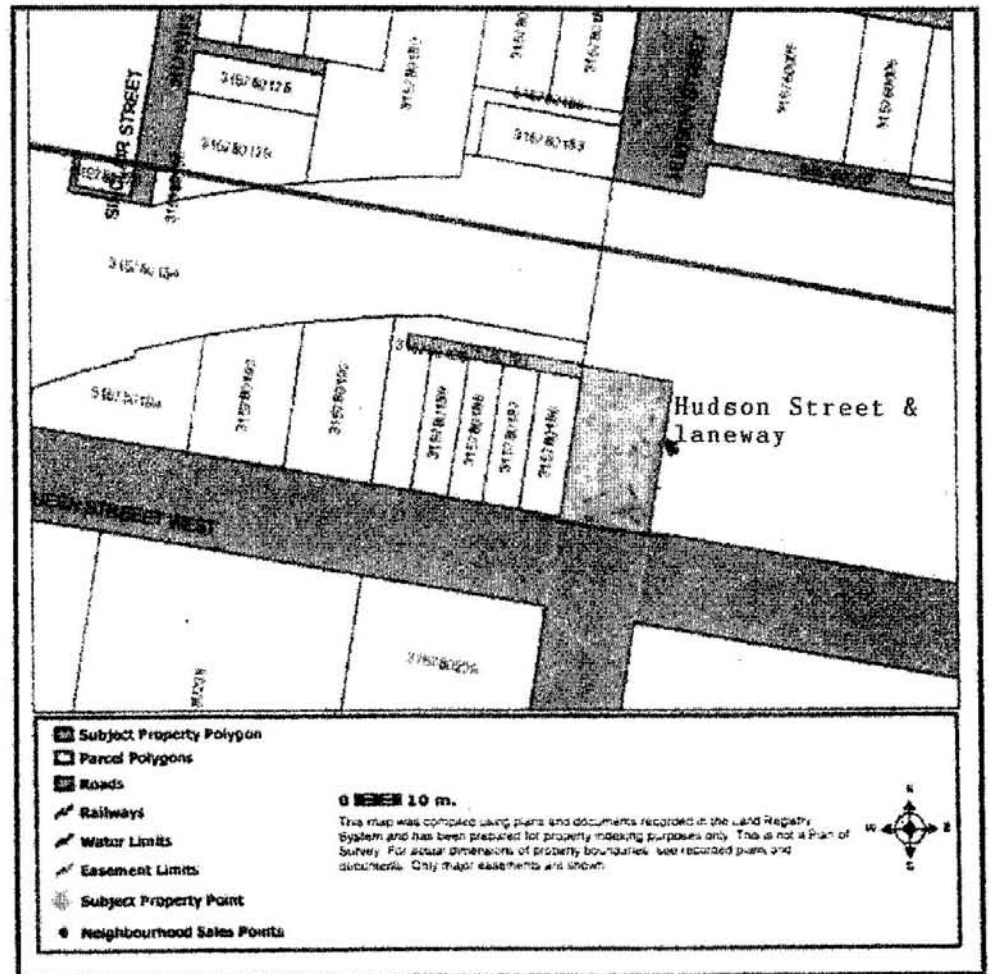
\_\_\_\_\_  
CITY CLERK – DONNA IRVING



10(f)

# Schedule A

## Site Plan



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-21

**TEMPORARY STREET CLOSING:** (S.2.) A by-law to permit the temporary closing of lower Lake Street from Queen Street and Shore Drive to facilitate various Bon Soo Events.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSURE OF THE ACCESS TO BELLEVUE PARK AT LOWER LAKE STREET FROM QUEEN STREET**

The Council hereby authorizes the closing to vehicular traffic of the access to Bellevue Park at lower Lake Street from Queen Street on the following dates and times to facilitate various Bon Soo Events:

Friday, February 6, 2009 from 9:00 a.m. continuously to Sunday, February 15, 2009 at 10:00 p.m.

Lake Street will remain open to traffic for residents of the street.

2. **TEMPORARY CLOSURE OF SHORE DRIVE**

The Council hereby authorizes the closing to vehicular traffic of Shore Drive on the following dates and times to facilitate various Bon Soo Events:

Friday, February 6, 2009 from 9:00 a.m. continuously to Sunday, February 15, 2009 at 10:00 p.m.

Public will have access to the first parking lot as well as access to the parking lots at the Ontario Forest Research Institute. The City is also allowing public parking at the Pine Street Marina.

3. **EFFECTIVE DATE**

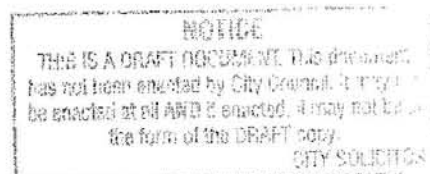
This by-law takes effect on the day of its final passing.

**READ THREE** times and **PASSED** in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK-DONNA P. IRVING

DH \bylaws\2009\2009-21 Bon Soo street closing



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-5

**ZONING:** A by-law to amend the TEXT and certain schedules to Sault Ste. Marie Zoning By-law 2005-150.

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:

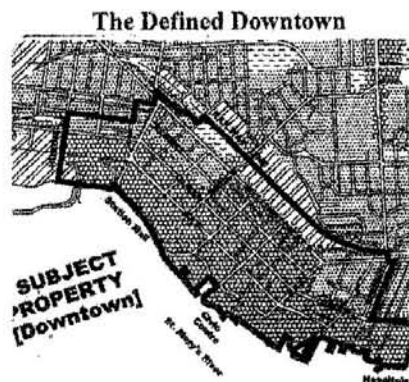
By-law 2005-150 is amended as follows:

1. **DEFINITION OF "THE DOWNTOWN" AMENDED**

Section 2.9 of By-law 2005-150 is repealed and replaced with the following:

"For the purposes of this by-law the downtown consists of those lands bounded by or with frontage on:

- On the north by Wellington including those properties on Bruce Street south of the Huron Central Railway property,
- On the east by Church Street, Queen Street East to the east limit of 969 Queen Street East (commonly referred to as the hospital lands),
- On the south by the St. Mary's River, and
- On the west by North, Cathcart, Andrew, Albert and Huron Streets."



2. **DEFINITION OF "GROSS FLOOR AREA" AMENDED**

Section 2.16 of By-law 2005-150 is repealed and replaced with the following:

"The sum of the areas of each floor, measured between the exterior faces of the exterior walls, excluding any space used for loading, parking or storage accessory to the main use."

3. **FRONTAGE REQUIREMENT AMENDED**

Section 4.3 of By-law 2005-150 is repealed and replaced with the following:

"No building or structure may be erected upon a lot that does not have frontage on a street that is publicly owned and maintained by the municipality year round and for the purposes of this section, the end of a dead-end street does not constitute frontage."

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

#### 4. CHANGE IN EXISTING NON-CONFORMING USE

Section 4.11.2 of By-law 2005-150 is repealed and replaced with the following:

"Existing buildings and structures that do not conform to the provisions set out in this by-law may continue to lawfully exist in accordance with the provisions of the Planning Act."

#### 5. EXPANSION SINGLE DETACHED RESIDENCES IN RP ZONE

(1) Section 4 of By-law 2005-150 is amended by adding the following subsection:

##### "4.11.8 ALTERATION AND EXPANSION OF SINGLE DETACHED RESIDENCES-RP ZONE

Where a legal non-conforming single detached residence exists in a Rural Precambrian Uplands Zone (RP), the detached residence and accessory buildings and structures may be altered or expanded so long as no additional dwelling unit is created. For the purposes of this subsection the building regulations section out in section 8.5.2 of this by-law shall apply to any new buildings or structures."

(2) Section 4 of By-law 2005-150 is further amended by adding the following:

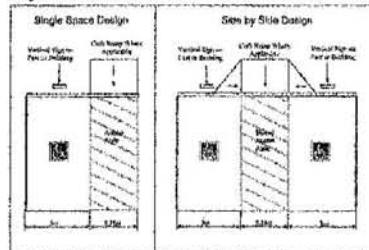
##### "SECTION 4.14.10—NO BUILDING PERMIT WHERE AN APPLICATION TO THE COMMITTEE OF ADJUSTMENT HAS NOT BEEN FINALIZED

No building permits shall be issued for any lot where a consent application to the Committee of Adjustment has not been finalized."

#### 6. BARRIER FREE PARKING PROVISIONS

(1) Section 5.5 of zoning By-law 2005-150 is repealed and replaced with the following:

"Barrier-free parking spaces shall be clearly marked and visible at all times in accordance with the regulations set out in the Highway Traffic Act and also be accessible to the entrance point of the building or activity. Minimum dimensions for barrier free spaces shall be 3m by 5.8m provided however where 2 barrier-free spaces are located side by side, the access aisle may be shared."



(2) Section 5 of By-law 2005-150 is further amended by adding the following subsection:

##### "5.5.3 BARRIER FREE PARKING—RESIDENTIAL USES

The following barrier-free parking spaces shall be provided as part of the residential parking requirements set out in section 5.7 of this by-law:

| Number of Required Parking Spaces | Minimum Number of Required Barrier Free Parking Spaces |
|-----------------------------------|--------------------------------------------------------|
| 1-5                               | 1 space per barrier-free unit                          |
| 6-20                              | 1 space per barrier-free unit + 1 space                |
| 21-50                             | 1 space per barrier-free unit + 2 spaces               |
| Greater than 50                   | 1 space per barrier-free unit + 3 spaces               |



## 7. PARKING—ACCOMMODATION SERVICES

Section 5.7 of By-law 2005-150 is amended by reducing the parking requirements for Accommodation Services to 1.25 spaces per guestroom in both columns in section 5.7

## 8. SECTION 8.2.2 AMENDED

Section 8.2.2 of By-law 2005-150 is amended by deleting sub-clause A of that section.

## 9. FRONTAGE FOR NON-RESIDENTIAL RURAL USES

Section 8.5.2 of By-law 2005-150 is amended by deleting "90m" wherever it appears in the subsection and replacing it with "75m".

## 10. SECTION 9.4.8. REPEALED

Section 9.4.8 of By-law 2005-150 is repealed.

## 11. SECTION 9.6.3.1 AMENED

Section 9.6.3.1 of By-law 2005-150 is amended by deleting the reference to "9.5.2" and replacing it with "9.6.2"

## 12. SECTION 9.8.2 AMENDED

9.8.2 Section 9.8.2 is repealed and replaced with the following:

### **"Medium Density Residential (R4) Zone Building Regulations**

*All Minimums Unless Otherwise Noted*

|                                | <i>Semi-Detached</i>                                                                 | <i>Duplex &amp; Triplex</i>             | <i>Multiple Attached</i>                                                                         | <i>Apartment Building</i> |
|--------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------|
| <i>Lot Area</i>                | n/a                                                                                  | n/a                                     | n/a                                                                                              | N/a                       |
| <i>Frontage</i>                | 18m                                                                                  | 18m                                     | 20m                                                                                              | 23m                       |
| <i>Front yard</i>              | 7.5m                                                                                 | 7.5m                                    | 7.5m                                                                                             | 7.5m                      |
| <i>Exterior Side Yard</i>      | 4.5m                                                                                 | 4.5m                                    | 6m                                                                                               | 7.5m                      |
| <i>Interior side yard</i>      | 3m, or where there is an attached garage:<br>1.2m for 1 storey<br>1.8m for 2 storeys | 1.2m for 1 storey<br>1.8m for 2 storeys | <i>Double Duplex:</i> 3m<br><i>Multiple Attached:</i><br>1.2m for 1 storey<br>1.8m for 2 storeys | 7.5m                      |
| <i>The other side yard</i>     | 3m, or where there is an attached garage:<br>1.2m for 1 storey<br>1.8m for 2 storeys | 3m                                      | 3m                                                                                               | 7.5m                      |
| <i>Rear yard</i>               | 10m                                                                                  | 10m                                     | 10m                                                                                              | 10m                       |
| <i>Maximum Building Height</i> | 2 storeys                                                                            | 2 storeys                               | 2 storeys                                                                                        | 5 storeys                 |
| <i>Maximum Lot Coverage</i>    | 40%                                                                                  | 40%                                     | 40%                                                                                              | 30%                       |
| <i>Landscaped Open Space</i>   | n/a                                                                                  | n/a                                     | n/a                                                                                              | 30%                       |

## 13. BUILDING REGULATIONS-EM ZONE

Section 10.2 of By-law 2005-150 is amended by deleting the words "remainder of the lot" and replacing them with "abutting areas".

#### 14. PERMITTED USES—HZ ZONE AMENDED

Section 13.7.1 of By-law 2005-150 is amended by adding to the list of permitted uses "Amusement and Fitness Facilities".

#### 15. BUILDING REGULATIONS – HZ ZONE AMENDED

Section 13.7.2 of By-law 2005-150 is amended deleting the table and replacing it with the following:

*"All Minimums Unless Otherwise Noted*

|                                    | <b>Metres</b>                                                                    |
|------------------------------------|----------------------------------------------------------------------------------|
| <i>Front yard</i>                  | 6m                                                                               |
| <i>Interior side yard</i>          | 3m, or 30% of the building height, whichever is greater                          |
| <i>Abutting a residential zone</i> | 6m, or 50% of the building height, whichever is greater                          |
| <i>Rear yard</i>                   | 10m, or 30% of the building height, whichever is greater                         |
| <i>Abutting a residential zone</i> | 12m, or 50% of the building height, whichever is greater                         |
| <i>Exterior side yard</i>          | 6m                                                                               |
| <i>Landscaped open space</i>       | 100% of required front and exterior side yards, with the exception of driveways. |

#### 16. AMENDMENTS TO SCHEDULE A OF BYLAW 2005-150—MAPS

Maps 1-32, 1-87, 1-89 and 1-106 attached as Schedule A to By-law 2005-150 are replaced with maps attached to this bylaw as Schedule A, B, C, and D respectively.

#### 17. EFFECTIVE DATE

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

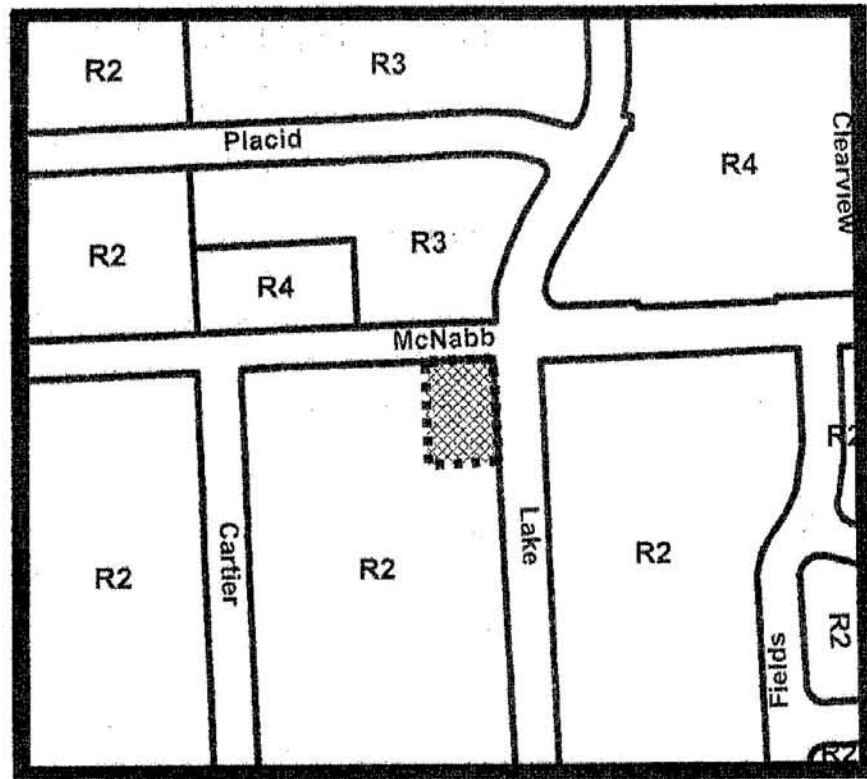
Read THREE times and PASSED in open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA P. IRVING

## SCHEDULE A

597 Lake Street – Zone Map 1-32: Single Detached Residential Zone (R2) to Medium Density Residential Zone (R4)

**EXISTING ZONING MAP**

APPLICATION A-32-08-Z [597 Lake]

Rezone from "R2" to "R4"



Subject Property - 597 Lake Street



R2 - Single Detached Residential Zone



R3 - Low Density Residential Zone



R4 - Medium Density Residential Zone



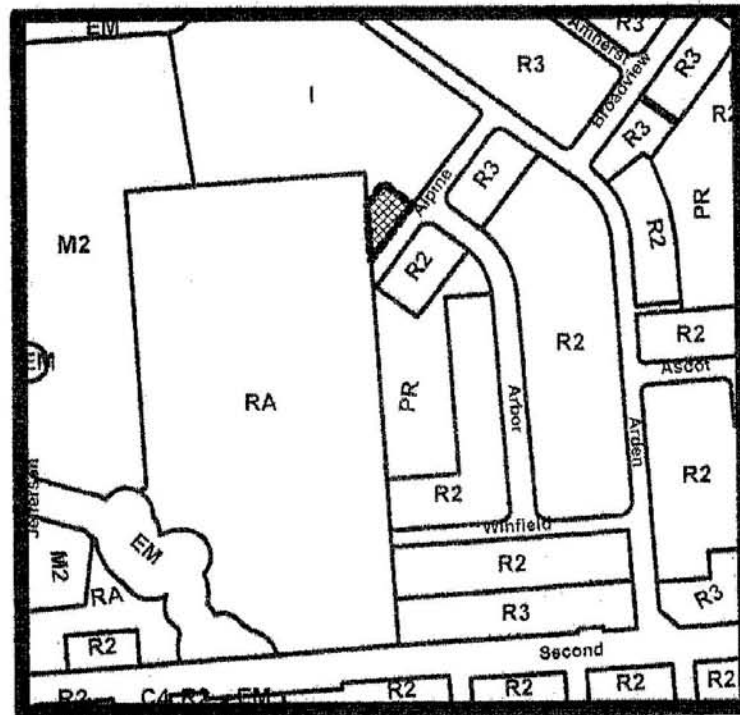
Metric Scale  
1 : 2000

Maps  
29 & 1-32

Label Application  
A32-08d

## SCHEDULE B

33 Alpine Street – Zone Map 1-87: Institutional Zone (I) to Single Detached Residential Zone (R2)



### EXISTING ZONING MAP

APPLICATION A-32-08-Z [33-Alpine]  
Rezone from "I" to "R2"

 Subject Property - 33 Alpine Street

|                                                                                                                           |                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|  R2 - Single Detached Residential Zone |  M2 - Medium Industrial Zone        |
|  R3 - Low Density Residential Zone     |  EM - Environmental Management Zone |
|  I - Institutional Zone                |  PR - Parks and Recreation Zone     |
|  RA - Rural Area Zone: RAhp            |                                                                                                                        |

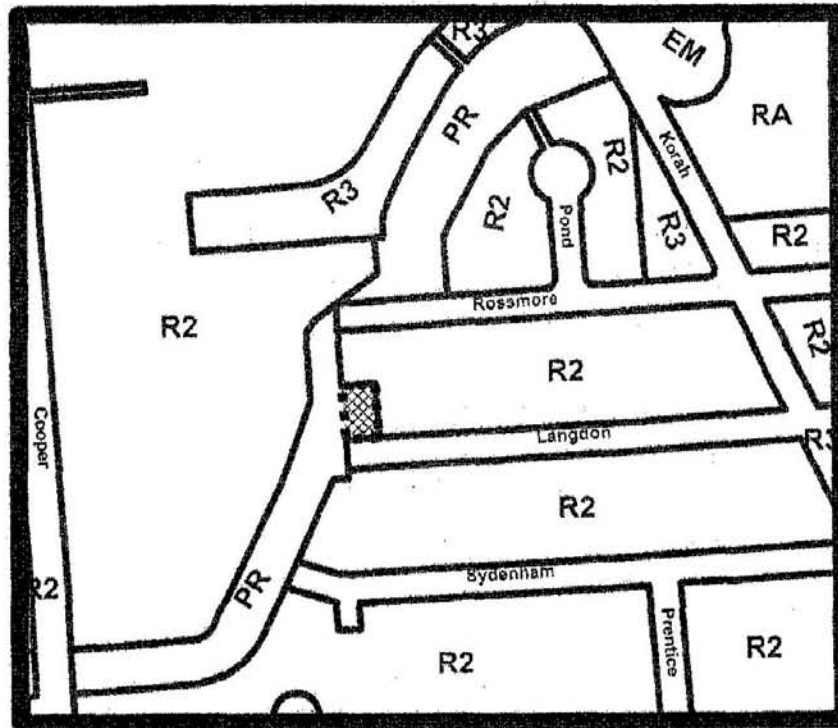


Metric Scale  
1 : 3000

Maps  
78 & 1-87

## SCHEDULE C

436 Langdon Road – Zone Map 1-106: Parks and Recreation Zone (PR) to Single Detached Residential Zone (R2)

**EXISTING ZONING MAP**

APPLICATION A-32-08-Z [436 Langdon]

Rezone from "PR" to "R2"

 Subject Property - 436 Langdon Road

-  R2 - Single Detached Residential Zone
-  R3 - Low Density Residential Zone
-  R4 - Medium Density Residential Zone
-  RA - Rural Area Zone; RAhp
-  PR - Parks and Recreation Zone



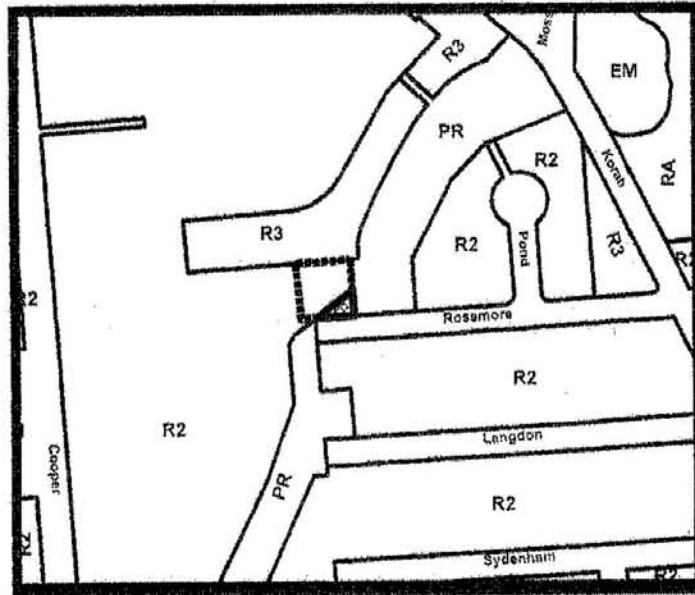
Metric Scale  
1 : 2800

Maps  
79 & 1-89

Label Application  
32-08c

## SCHEDULE D

346 & 350 Rossmore Road -- Zone Map 1-106: Parks and Recreation Zone (PR) to Single Detached Residential Zone (R2)

**EXISTING ZONING MAP**

APPLICATION A-32-08-Z [346-350 Rossmore]

-  Area to be Rezoned [PR to R2]
-  Subject Properties 346 & 350 Rossmore Road
-  R2 - Single Detached Residential Zone
-  R3 - Low Density Residential Zone
-  RA - Rural Area Zone: RAhp
-  EM - Environmental Management Zone
-  PR - Parks and Recreation Zone

Metric Scale  
1 : 2500

Maps  
93 & 1-106



10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-19

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1489 Goulais Avenue.

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. **1489 GOULAIS AVE.—LANDS LOCATED ON THE WEST SIDE OF GOULAIS AVE. NORTH OF ANICH ROAD AND WEST OF NETTLETON LAKE; CHANGE FROM REX TO REXS**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on map 2-36 of Schedule "A" to By-law 2005-150, is changed from REX (Rural Aggregate Extraction Zone) to REXS (Rural Aggregate Extraction Zone with a special exception).

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding to that subsection the following subsection 2(279) and heading as follows:

**"2(279) 1489 Goulais Avenue**

Despite the provisions of By-law 2005-150, the lands located on the west side of Nettleton Lake north of Anich Road and having civic address 1489 Goulais Avenue and marked "subject property" on the map attached as Schedule 279 to this by-law, is changed from REX, Rural Aggregate Extraction Zone, to REXS, Rural Aggregate Extraction Zone with a special exception to allow, in addition to the uses permitted in a Rural Aggregate Extraction Zone, a school."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

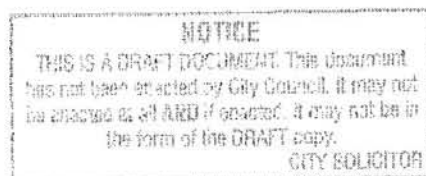
4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of passing of this by-law.

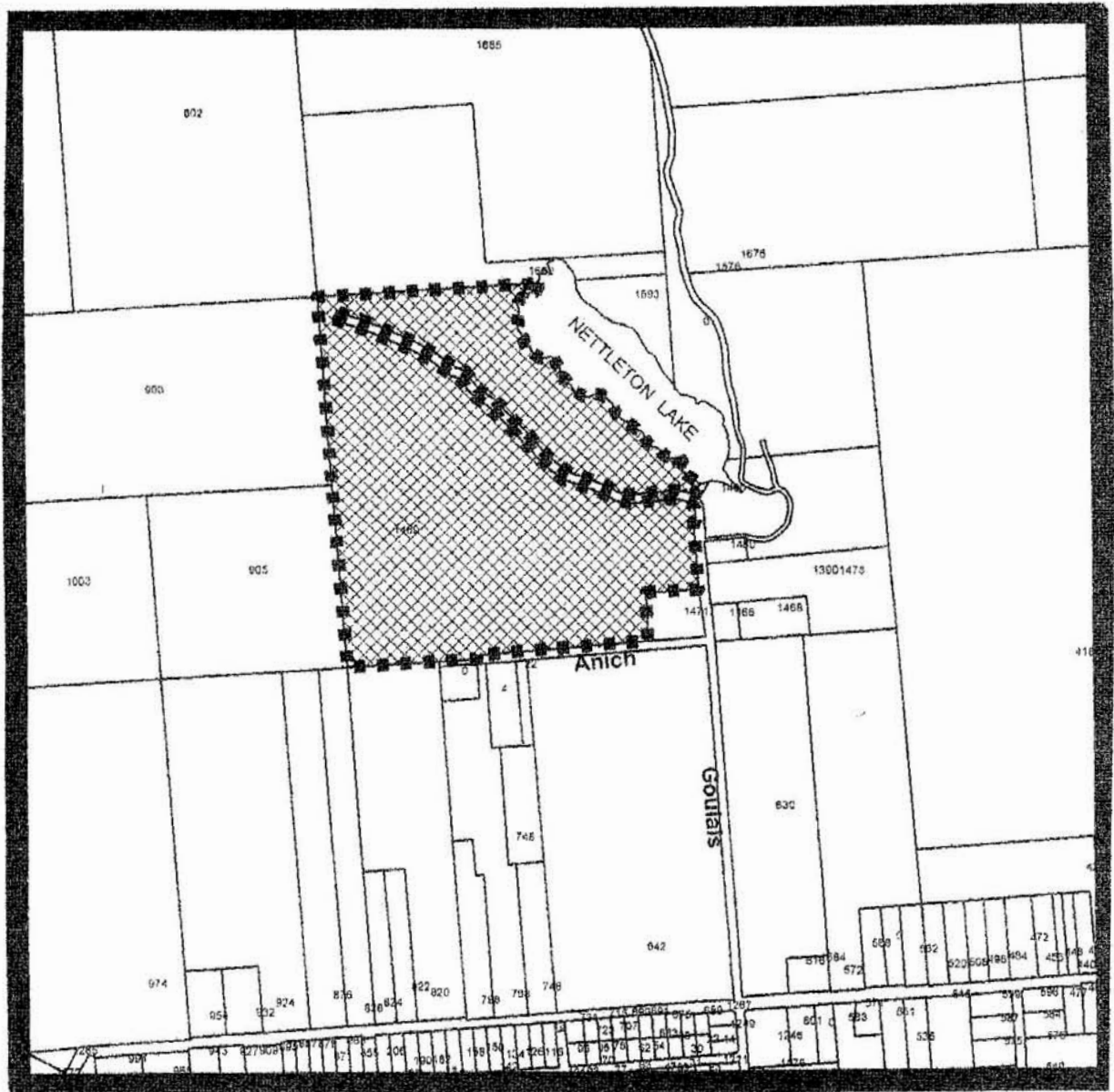
READ THREE TIMES and PASSED in Open Council this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

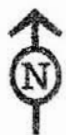
\_\_\_\_\_  
CITY CLERK – DONNA IRVING



SCHEDULE "A" TO BY-LAW 2009-19 AND SCHEDULE 279 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 26<sup>TH</sup> DAY OF JANUARY, 2009.



**SUBJECT PROPERTY MAP**  
**APPLICATION A-32-08-Z (1489 Goulais)**  
**Special Exception Zoning**



Maps      Metric Scale  
508 & 2-36      1 : 12,000



SUBJECT PROPERTY - 1489 Goulais Avenue

Label Application  
32-08f

10(j)

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2009-20**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2679 Great Northern 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. **2679 GREAT NORTHERN ROAD—PROPERTY LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD APPROX. 1870 FT. NORTH OF SIXTH LINE; CHANGE FROM RA TO RAS**

The zone designation on the lands described in Section 2 of this By-law, which lands are shown on map 2-73 of Schedule "A" to By-law 2005-150 is changed from RA (Rural Area zone ) to RAS (Rural Area zone with a special exception).

2. **BYLAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding to that subsection the following subsection 2(280) and heading as follows:

**"2(280) 2679 GREAT NORTHERN ROAD**

Despite the provisions of By-law 2005-150, the lands located on the west side of Great Northern Road approximately 1870' north of Sixth Line and having civic address 2679 Great Northern Road, and marked "subject property" on the map attached as Schedule 280 to this by-law, is changed from RA Rural Area Zone to Rural Area zone with a special exception to add, in addition to the uses permitted in a Rural Area Zone the following uses:

1. two dwelling units,
2. food services,
3. fruit and vegetable stand
4. tourism related uses
5. veterinary clinic
6. fuel sales
7. motor vehicle sales and parts dealer, and
8. mixed use service centre."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

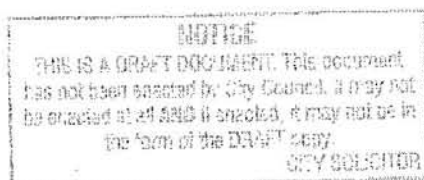
4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of passing of this by-law.

READ THREE TIMES and PASSED in Open Council this 26<sup>th</sup> day of January, 2009.

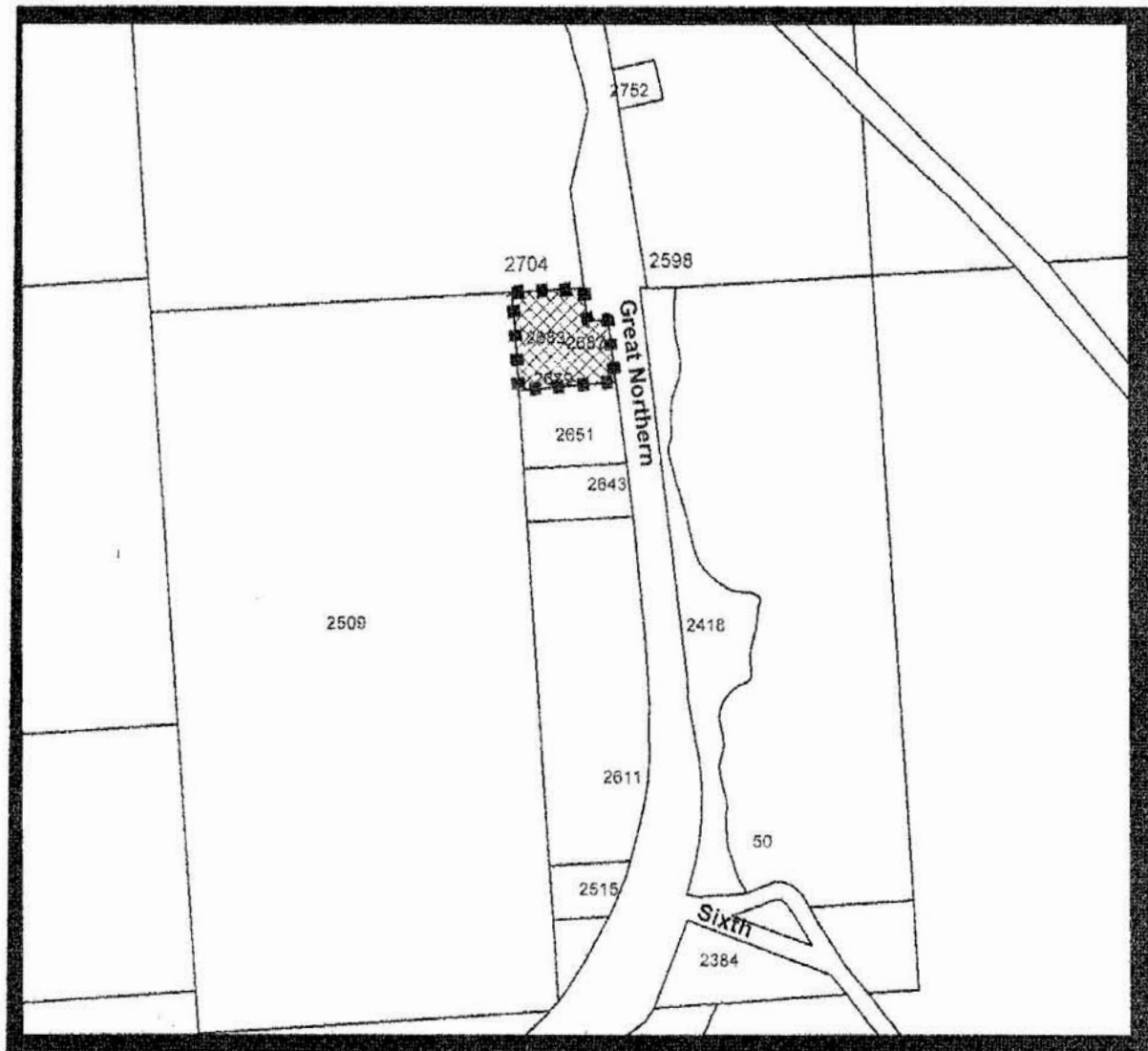
\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING



10(j)

SCHEDULE "A" TO BY-LAW 2009-20 AND SCHEDULE 280 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE, BE READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 26<sup>TH</sup> DAY OF JANUARY, 2009.



# SUBJECT PROPERTY MAP

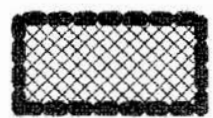
APPLICATION A-32-08-Z [2679 GNR]

Mail Application  
32-08e



Re-instatement of former Special Zoning S-298

Metric Scale  
1 : 6000



Subject Property - 2679 Great Northern Road

Maps  
505 & 2-73

10 (K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-24

**STREET CLOSING:** (S.2.3.) a by-law to stop up, close that portion of Hudson Street measuring 66 feet by 110 feet north of Queen Street West and a laneway measuring 10 feet by 129.2 feet running west from Hudson Street north of Queen Street West.

WHEREAS the street or part of the street more particularly hereinafter described was established as a public street and assumed for public use by By-law 2009-23.

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11(1) and 31(1) and after having advertised pursuant to Section 34 of the Municipal Act, S.O. 2001, Chapter 25, ENACTS as follows:

1. **STREET CLOSED**

The street or part of the street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped and closed and authorized for conveyance.

2. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

3. **EASEMENTS TO BE RESERVED**

Subject to the retention of utility easements if necessary the Corporation shall convey part of the streets that are more particularly described in Schedule "A" to this by-law.

4. **CONVEYANCE TO ABUTTING OWNERS**

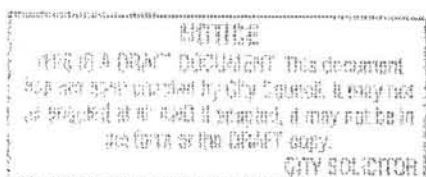
The said street shall be offered to the owners of the lands abutting thereon. In default of acceptance thereof within 30 days of such offer being made to him or her by prepaid first class mail, the said street shall be offered to the persons owning lands opposite to the said streets or part of streets.

5. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

6. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.



10(K)

7. EFFECTIVE DATE

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

Read the first and second times this 26<sup>th</sup> day of January, 2009.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING

Read a THIRD time and PASSED in open Council this    day of  
2009, after notice thereof had been published once a week for two consecutive  
weeks and after the Council had met to hear every person who claims that his  
land will be prejudicially affected by the by-law and who had applied to be heard.

\_\_\_\_\_  
MAYOR – JOHN ROWSWELL

\_\_\_\_\_  
CITY CLERK – DONNA IRVING



## Schedule A

## Site Plan

