

AGENDA

REGULAR MEETING OF CITY COUNCIL

2009 09 14

4:30 P.M.

COUNCIL CHAMBERS

1. **ADOPTION OF MINUTES**

Mover - Councillor B. Hayes

Seconded - Councillor L. Tridico

Resolved that the Minutes of the Regular Council Meeting of 2009 08 24 be approved.

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

3. **APPROVE AGENDA AS PRESENTED**

Mover - Councillor B. Hayes

Seconded - Councillor L. Turco

Resolved that the Agenda for the 2009 09 14 City Council Meeting as presented be approved.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Leslie Smith, representative of Women for Social Justice will be in attendance concerning Proclamation – Take Back the Night.
- (b) Bill Thornton, 2009 United Way Campaign Chair will be in attendance concerning Proclamation – 2009 United Way Campaign.
- (c) A representative of M & M Meat Shops will be in attendance concerning Proclamation – National Family Dinner Night.
- (d) Anna Boyonoski, Manager Downtown Association will be in attendance concerning Proclamation - Walk of Fame Day.
- (e) Lou St. Jules, Public Relations Coordinator, Elks Lodge #341 will be in attendance concerning Proclamation – Elks and Royal Purple Oncology Van Program Week.

4. (f) Paul Beach, Manager Community Geomatics Centre, Sault Ste. Marie Innovation Centre will be in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that all the items listed under date 2009 09 14 - Part One - Consent Agenda be approved as recommended.

- (a) Correspondence from AMO is attached for the information of Council.
- (b) Correspondence from the Town of Amherstburg (concerning MPAC evaluation of solar energy development); and Land Use Council (concerning Endangered Species Act regulations) is attached for the information of Council.
- (c) Letters from the Office of the Prime Minister (in response to a Council resolution dated July 27th); and the Haldimand County Disaster Relief Committee (thanking Council for the contribution of \$250.00 to the relief effort) are attached for the information of Council.
- (d) A letter from the Scotties Tournament of Hearts Host Committee Chair requesting a resolution of Council designating the Tournament as a significant municipal event is attached for the information of Council.

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the 2010 Scotties Tournament of Hearts being held in Sault Ste. Marie January 30 to February 7, 2010 be designated as an event of municipal significance, for purposes of obtaining an LCBO special occasion permit for the sale of alcoholic beverages at the HeartStop Lounge for the duration of the Tournament of Hearts event, be approved.

- (e) Correspondence concerning requests for permission to hold special occasion permit events at outdoor municipal facilities is attached for the consideration of Council.

5. (e) Mover - Councillor B. Hayes
Second - Councillor L. Tridico

Resolved that the following requests to hold Special Occasion Permit events at a municipal facility on the stated dates and times be endorsed by City Council:

- 1) Rocky DiPietro Field
Queen Elizabeth Sports Complex
Canadian Championship Football Game
September 19th from 2:00 to 9:00 p.m. (outdoors)
and from 6:00 p.m. to 1:00 a.m. (indoors)
- 2) Roberta Bondar Pavilion
RBC Financial Group Chilifest
September 20th from 12:00 noon to 4:00 p.m.

- (f) A letter from Mayor Rowswell to the Chair, Tourism Sault Ste. Marie concerning Sault Ste. Marie's Tourism Industry is attached for the information of Council.

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

Whereas the Tourism Industry in Sault Ste. Marie is facing challenging times as is the tourism industry in all Ontario; and

Whereas the Sault Ste. Marie tourism industry has been very proactive by developing a strategic plan, attracting conventions, sporting and entertainment at the Essar Centre, investing in hotel upgrades and infrastructure improvements for Searchmont Resort and Agawa Canyon Tour Train; and
Whereas City Council wishes to help the Sault Ste. Marie tourism industry in its efforts to increase tourism visitation to our city;

Now therefore be it resolved that the Chair, Tourism Sault Ste. Marie be requested to provide a list of top ten priorities for the coming years for City Council's information and discussion on how to work together to grow the tourism industry in our City.

- (g) A News Release concerning Huron Central Railway is attached for the information of Council.

- (h) **Appointment to Accessibility Advisory Committee**

- Mover - Councillor B. Hayes
Second - Councillor L. Turco

Resolved that citizen Tom Iley be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from September 14, 2009 to December 31, 2010.

5. (i) **Council Travel**

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

Resolved that Councillor Terry Sheehan be authorized to travel to Toronto (two days in October) to attend an Awards Ceremony at Queen's Park hosted by the Hon. M. Best, M.P.P. to receive the City of Sault Ste. Marie Youth Friendly Designation - Gold Recipient Award, at an estimated cost of \$550.00 to the City.

(j) **Staff Travel Requests**

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

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

Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 09 14 be approved as requested.

(k) **Property Tax Appeals**

A report of the City Tax Collector is attached for the consideration of Council.

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

Resolved that pursuant to Section 357 of the Municipal Act, 2001, the adjustments for tax accounts outlined on the City Tax Collector's report of 2009 09 14 be approved and the tax records be amended accordingly.

(l) **Ticket Service Charges – Community Centres Division**

A report of the Manager of Community Centres is attached for the consideration of Council. This is in response to a Council resolution dated 2009 06 22.

Mover - Councillor B. Hayes
Seconders - Councillor L. Turco

Resolved that the report of the Manager of Community Centres dated 2009 09 14 concerning Ticket Service Charges – Community Centres Division be received as information.

(m) **Strathclair Park – Lighting for Slo-Pitch Field "A"**

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

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

Resolved that the report of the Commissioner of Community Services dated 2009 09 14 concerning Strathclair Park – Lighting for Slo-Pitch Field "A" be received as information.

5. (n) **Root River Bridges – Great Northern Road**
A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover - Councillor P. Mick
Seconder - Councillor L. Turco
Resolved that the report of the Director of Engineering Services dated 2009 09 14 concerning Root River Bridges – Great Northern Road be received as information.
- (o) **Coldwater Creek Culvert – Old Garden River Road**
A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover - Councillor B. Hayes
Seconder - Councillor L. Tridico
Resolved that the report of the Director of Engineering Services dated 2009 09 14 concerning Coldwater Creek Culvert - Old Garden River Road be accepted and the recommendation that the firm of M. R. Wright and Associates be retained to complete the hydrology, design and approval applications for the replacement of the Coldwater Creek culvert at Old Garden River Road at a cost of \$3,800.00 with funds to come from the bridge portion of the 2009/10 capital works program, be approved.
- (p) **By-law 2009-155 – A By-law Amending Smoking Control By-law 2003-7 – Dealing With Smoking Outdoors**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-155 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (q) **Infrastructure Stimulus Fund Contribution Agreement Between the City and Province (Ministry of Energy and Infrastructure) for (1) the New Algoma Public Health Building; and (2) the Extension of the Waterfront Walkway and Hub Trail**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-154 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.
- (r) **F. J. Davey Home – Disposal of Assets Upon Dissolution**
A report of the City Solicitor is attached for the consideration of Council. The relevant By-law 2009-152 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

5. (s) **Residential Refuse Collection Contract for January 1st, 2010**

A report of the Commissioner of Public Works and Transportation is attached for the consideration of Council.

Mover - Councillor B. Hayes

Seconder - Councillor L. Turco

Resolved that the report of the Commissioner of Public Works and Transportation dated 2009 09 14 concerning residential refuse collection contract for January 1st, 2010 be accepted and the recommendation that Council authorize:

1. continuing with a 'manual collection service' for the contract portion of the City's residential refuse collection; and
2. that Municipal Waste and Recycling Consultants (MWRC) be awarded the residential refuse collection contract for a period of eight (8) years starting January 1st, 2010 at a first year cost of \$408,413.00 or \$2.40 per stop per month, be approved.

(t) **Request from Residents Living on the East Side of Town Line Between Second Line and Base Line to Have Public Works and Transportation Take Over Road Maintenance**

A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council. This is in response to a Council resolution dated 2009 07 27.

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2009 09 14 concerning request from residents living on the east side of Town Line between Second Line and Base Line to have PWT take over road maintenance be accepted and the recommendation that the City continue with the existing maintenance agreement with Prince Township for boundary roads and that no further action be taken, be approved.

(u) **Sault Ste. Marie Museum - Budget**

A report of the President, Management Board of Directors, Sault Ste. Marie Museum is attached for the consideration of Council.

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the report of the President, Management Board of Directors, Sault Ste. Marie Museum dated 2009 09 10 concerning 2009 Supplementary Budget of \$7,500.00 be accepted and the request that the Museum be authorized to use the remaining supplementary budget funds in the amount of \$3,565.91 for unexpected repair work on two of the HVAC units in the museum building be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

(a) Application No. A-21-09-Z. – Cecil Mah – 312 Alexandra Street - Request to Permit a Taxi Yard With Reduced Parking Aisles in Conjunction with the Taxi Yard Only

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

Mover - Councillor P. Mick

Seconder - Councillor L. Turco

Resolved that the report of the Planning Division dated 2009 09 14 concerning Application No. A-21-09-Z – Cecil Mah be accepted and the Planning Director's recommendation that City Council approve the application and rezone the subject property from "R.3" (Low Density Residential) zone to "C.I.S." (Traditional Commercial) zone with a Special Exception to permit in addition to those uses permitted in the Traditional Commercial zone, a taxi yard, subject to the following conditions:

- 1) that more than 50% of the required parking may be supplied as stacked parking for the taxi yard only,
- 2) that the parking aisle width adjacent to Alexandra Street and in association with the stacked spaces be reduced to 0m for the taxi yard only,
- 3) that the subject property be deemed subject to Site Plan control, pursuant to Section 41 of the Planning Act be endorsed.

6. (8) BOARDS AND COMMITTEES

(a) Youth Crime in Sault Ste. Marie

A report of the Sault Ste. Marie Innovation Centre entitled Youth Crime in Sault Ste. Marie 2006 – 2008 is attached for the consideration of Council.

Mover - Councillor B. Hayes

Seconder - Councillor J. Caicco

Whereas several possible recommendations to curb youth crime have been identified as a result of the report by the Sault Ste. Marie Innovation Centre's Community Geomatics Centre; and

Whereas these recommendations need to be evaluated and prioritized; and

6. (8)
(a)

Whereas next possible steps identify the need for the Youth Crime Committee of Council to remain intact to complete such tasks as soliciting funding from the Government of Ontario from the Youth Crime and Violence Initiative for evaluating service programs including gaps in service and duplication, developing programs to prevent and decrease youth crime, as well as monitoring youth crime on an annual basis to determine whether or not implemented programs are successful;

Now therefore be it resolved that City Council endorses the continuation of the Youth Crime Committee of Council and furthermore that Council endorses the addition of the Commissioner of Social Services and the Commissioner of Community Services as staff representation on the committee, be approved.

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

(a) Mover - Councillor S. Myers
Second - Councillor T. Sheehan

Whereas a number of normally quiet residential streets have become speed lanes for motorists who simply will not obey the posted speed limits and Police Services is unable to provide 24/7 monitoring; and

Whereas this poses an ongoing risk and danger for residents of said streets and pedestrians using the streets especially children on streets near school routes; and

Whereas McGregor Avenue is clearly one such example; and

Whereas residents on this street would like to see speed bumps introduced in this community similar to other communities such as Ottawa; and

Whereas there are temporary speed bump structures such as what is used in many big box parking lots;

Therefore be it resolved that appropriate city staff prepare a report as soon as possible regarding undertaking a pilot project for the use of speed bumps on McGregor Avenue, indicating the time frame, cost and feasibility of such a pilot project.

(b) Mover - Councillor S. Myers
Second - Councillor P. Mick

Whereas there is a great deal of media attention both nationally and internationally as to the possibility of impacts around H1N1 and other flu illnesses this coming fall and winter; and

Whereas a degree of "fear of the unknown" can easily lead to actions such as keeping children home from school and employees staying home from work when it is not necessary and result in some negative affects; and

Whereas Algoma Public Health is the agency with the most accurate information in terms of steps that can be taken by all of us to minimize the impacts in Sault Ste. Marie and who can provide information as to what is the correct course of action if symptoms do arise;

7. (b) Now therefore be it resolved that Council requests a presentation from Algoma Public Health at our next City Council meeting that will address these matters.

- (c) Mover - Councillor L. Tridico
Second - Councillor J. Caicco

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

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

Whereas City Council and the Economic Development Corporation continue to investigate potential new uses for the Gateway site which would be conducive to the downtown area and inviting for guests visiting our city; and

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

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

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

- (d) Mover - Councillor J. Caicco
Second - Councillor S. Butland

Whereas pedestrian travel near Pinewood School has always been difficult as there are no sidewalks; and

Whereas Public Works and Transportation has previously reviewed in the area and has no immediate plans of a sidewalk in the area; and

Whereas the surrounding students can be put in a dangerous and unsafe situation in the winter months;

Now therefore be it resolved that Public Works and Transportation report back to Council on the possibility of a School Crossing Guard in the Pinewood School area to better improve safety of the students.

- (e) Mover - Councillor J. Caicco
Second - Councillor S. Butland

Be it resolved that St. Mary's River Marine Heritage Centre be requested to provide Council an update as to its progress with the Destiny Sault Ste. Marie's recommendations of January 2007. A copy of the report is enclosed for the information and consideration of Council.

7. (f) Mover - Councillor S. Butland
Second - Councillor J. Caicco

Be it resolved that Council accept the petition of residents of Frontenac Street and request that Public Works and Transportation take appropriate action to address the concerns of these residents (post signs – no jake brakes).

- (g) Mover - Councillor T. Sheehan
Second - Councillor S. Myers

Whereas the City of Sault Ste. Marie and Ward 2 have and will be undergoing an unprecedented amount of construction; and

Whereas many City Councillors including the representatives from Ward 2 have received a number of complaints from residents in construction zones and from residents living on road detours, in regards to traffic violations, which have been relayed to City Police and City Staff for action; and

Whereas many people continue to drive dangerously in these construction zones and detour areas;

Now therefore be it resolved that City Council requests that City Police redouble its efforts of traffic enforcement in and around construction areas, and

Further that fines/penalties be appropriately displayed through street signage; and

Further that the City Solicitor in consultation with City Police and others report back to City Council on how we might be able to substantially increase penalties for traffic violations in construction zones and construction detours.

- (h) Mover - Councillor S. Butland
Second - Councillor J. Caicco

Be it resolved that Councillor Steve Butland be authorized to serve on the Northeastern Ontario Cancer Therapeutics Research Initiative Advisory Committee in order to represent Sault Ste. Marie interests on this potentially significant initiative; and

Be it further resolved that Councillor Steve Butland be authorized to attend the initial Advisory Board Meeting in Sudbury one day in September.

Note: Project details are attached for the information of Council.

- (i) Mover - Councillor S. Butland
Second - Councillor J. Caicco

Be it resolved that Randy Roy, Waste Diversion Supervisor provide comment on the advisability of introducing windproof nets for recycling boxes in Sault Ste. Marie.

7. (j) Mover - Councillor T. Sheehan
Second - Councillor S. Myers
Whereas Greyhound Canada has announced its intention of discontinuing service from/to Sault Ste. Marie to/from Northwestern Ontario and Manitoba. (Note: Greyhound Canada is also reviewing service cuts for all Western Canada); and
Whereas this decision will have an extremely negative effect on many people who use Greyhound Canada bus transportation from/to Sault Ste. Marie and other areas of Canada particularly those travelling to educational institutions like Sault College/Algoma University, people supporting their families via travel for economic opportunities, seniors who cannot or choose not to drive, individuals receiving much needed health care, tourists, and those that travel via Greyhound for various other reasons;
Now therefore be it resolved that City Council expresses its extreme displeasure at this announcement by Greyhound Canada which will negatively effect the City of Sault Ste. Marie and many other parts of Canada; and
Further resolved that City Council calls on Greyhound Canada to reconsider its position and continue this very important service.
copy resolution to: Greyhound Canada; Prime Minister of Canada; Premier of Ontario; Premier of Manitoba; Federation of Canadian Municipalities (FCM); Association of Municipalities of Ontario (AMO); Association of Manitoba Municipalities (AMM).

- (k) Mover - Councillor T. Sheehan
Second - Councillor S. Butland
Whereas Sault Ste. Marie is the Alternative Energy Capital of North America; and
Whereas at a recent AMO Conference, various strategies were employed by attending members of City Council to accelerate this claim; and
Whereas a meeting was held after the conference with high ranking officials of Federation of Canadian Municipalities (FCM)'s Green Fund; and
Whereas FCM's "Green Fund" (see attachment) has an aim of helping ideas, projects and green businesses such as Alternative Energy projects grow;
Now therefore be it resolved that City Council requests that Mayor John Rowswell write a letter to the Director of the Green Fund to officially request that employees from FCM's Green Fund located in Ottawa travel to Sault Ste. Marie with a purpose of growing existing Alternative Energy projects and looking at ways to spark the start-up of new jobs in the green economy.

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**

CONSIDERATION AND PASSING OF BY-LAWS

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

AGREEMENTS

- (a) 2009-152 A by-law to authorize an agreement between the City and the F. J. Davey Home to provide that upon dissolution of the F. J. Davey Home the property remaining after the payment of all debts and liabilities shall be distributed to the City.

A report from the City Solicitor is on the agenda.

- (b) 2009-154 A by-law to authorize a contribution agreement between the City and Her Majesty the Queen as represented by the Minister of Energy & Infrastructure (Ontario) for funding for the Algoma Public Health building and the Waterfront Walkway and Hub Trail extension.

A report from the City Solicitor is on the agenda.

- (c) 2009-156 A by-law to authorize an agreement between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration for the purpose of funding.

CEMETERIES

- (d) 2009-153 A by-law to authorize amendments to the text and the tariff rates of by-law 99-208.

PARKING

- (e) 2009-151 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.

REGULATIONS

- (f) 2009-155 A by-law to amend by-law 2003-7 (a by-law to regulate smoking in public places).

A report from the City Solicitor is on the agenda.

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

12. **ADDENDUM TO THE AGENDA**

13. **ADJOURNMENT**

Mover - Councillor P. Mick

Seconder - Councillor L. Tridico

Resolved that this Council shall now adjourn.

MAYOR

CLERK

MINUTES

REGULAR MEETING OF CITY COUNCIL

2009 08 24

4:30 P.M.

COUNCIL CHAMBERS

PRESENT: Mayor J. Rowsell, Councillors J. Caicco, L. Turco, O. Grandinetti, S. Myers, L. Tridico, F. Fata, T. Sheehan, S. Butland, F. Manzo, P. Mick

ABSENT: Councillors B. Hayes (vacation), D. Celetti (work)

OFFICIALS: J. Fratesi, D. Irving, L. Bottos, J. Elliott, N. Apostle, B. Freiburger, J. Dolcetti, D. McConnell

1. **ADOPTION OF MINUTES**

Moved by Councillor S. Myers

Seconded by Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2009 07 27 and Special Meeting of 2009 08 13 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. Myers

Seconded by Councillor F. Fata

Resolved that the Agenda for the 2009 08 24 City Council Meeting as presented be approved. CARRIED.

4. **DELEGATIONS/PROCLAMATIONS**

- (a) Dr. Arthur Perlini, Academic Dean, Algoma University was in attendance concerning Proclamation – Algoma University Week.
- (b) Eileen Fagan on behalf of the local 2009 Terry Fox Run organizers was in attendance concerning the upcoming Terry Fox Run on September 13th.

4. (c) Greg Punch, President; and Bruce Strapp, C.E.O., Economic Development Corporation were in attendance concerning agenda item 5.(t) 2008 Annual Report.
- (d) Susan Milne on behalf of PRAC and Janet Allen on behalf of APH were in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Moved by Councillor T. Sheehan

Seconded by Councillor F. Fata

Resolved that all the items listed under date 2009 08 24 - Part One - Consent Agenda, [save and except 5.(q) (tabled to September 14th)] be approved as recommended. CARRIED.

- (a) Correspondence from AMO and OGRA was received by Council.
- (b) Correspondence from the Township of Huron-Kinloss (concerning designating giant hogweed under the Weed Control Act); City of Kingston (concerning Housing Network of Ontario declaration on affordable housing); City of Greater Sudbury (concerning employment insurance reform and concerning a proposed Workplace Fatalities Family Bill of Rights); Community Schools Alliance (concerning a 'smart moratorium' on disputed school closings); and Township of Madawaska Valley (concerning Home Care Services and funding for personal support workers) was received by Council.
- (c) The letters from Canada's Minister of Transport Infrastructure and Communities concerning projects approved for funding under the Infrastructure Stimulus Fund; and from the Minister of Northern Development, Mines and Forestry concerning an update on the Northern Growth Plan were received by Council.
- (d) The News Release concerning the deal reached to operate Huron Central Rail Line until August 14, 2010 was received by Council.
- (e) Letter of request for a temporary street closing was accepted by Council.
1) on Fields Square in conjunction with a Neighbourhood Party (September 13th; rain date September 20th).
The relevant By-law 2009-149 is listed under Item 10 of the Minutes.
- (f) **Staff Travel Requests**
The report of the Chief Administrative Officer was accepted by Council.

5. (f) Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the Staff Travel Requests contained in the report of the Chief Administrative Officer dated 2009 08 24 be approved as requested. CARRIED.
- (g) **Court Ruling on Bank Tower Assessment**
The report of the Commissioner of Finance and Treasurer was accepted by Council.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Finance and Treasurer dated 2009 08 24 concerning Court Ruling on Bank Tower Assessment be received as information. CARRIED.
- (h) **Tender for Screened Street Sand**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2009 08 24 be endorsed and that the tender for the supply of Screened Street Sand, required by the Public Works and Transportation Department be awarded as recommended. CARRIED.
- (i) **Tenders for Equipment – Public Works and Transportation Department**
The report of the Manager of Purchasing was accepted by Council.

Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2009 08 24 be endorsed and that the tenders for the supply and delivery of various pieces of equipment, required by the Public Works and Transportation Department be awarded as recommended. CARRIED.
- (j) **Collective Bargaining – February 1, 2009 to January 31, 2012 – Memorandum of Settlement – Amalgamated Transit Union Local 1767**
The report of the Commissioner of Human Resources was accepted by Council.

5. (j) Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Human Resources dated 2009 08 24 concerning Collective Bargaining - February 1, 2009 to January 31, 2012 - Memorandum of Settlement be accepted and further that the Memorandum of Settlement for Amalgamated Transit Union Local 1767 and the City of Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council Meeting be approved. CARRIED.
- (k) **2010 Scotties Tournament of Hearts (STOH) – Municipal Sponsorship Program**
The report of the Commissioner of Community Services was accepted by Council.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Community Services dated 2009 08 24 concerning the 2010 Scotties Tournament of Hearts (STOH) - Municipal Sponsorship Program be accepted and the recommendation that the Municipal Sponsorship Package for the 2010 STOH at the cost of \$70,000.00 be approved. CARRIED.
- (l) **Soo Thunderbirds Hockey Club - Agreement**
The report of the Commissioner of Community Services was accepted by Council. The relevant By-law 2009-150 is listed under Item 10 of the Minutes.

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Community Services dated 2009 08 24 concerning Soo Thunderbirds Hockey Club Agreement be accepted and the recommendation that the agreement with the Soo Thunderbirds for the time period September 1, 2009 to April 30, 2010 with the option to renew the agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal basis be approved. CARRIED.
- (m) **Recreational Infrastructure Canada Program in Ontario (RInC of Ontario)**
The report of the Commissioner of Community Services was accepted by Council.

5. (m) Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Community Services dated 2009 08 24 concerning Recreational Infrastructure Canada Program in Ontario (RInC Ontario) be accepted and the recommendation that Council authorize staff to proceed with implementing the projects that were approved under the RInC Program and further that the replacement of the Roberta Bondar Pavilion fabric be sole sourced to Birdair Inc. at an estimated price of \$900,000.00 be approved. CARRIED.
- (n) **Contract 2009-12E – Town Line Road Bridge Replacement**
The report of the Design and Construction Engineer was accepted by Council. The relevant By-laws 2009-101 and 2009-147 are listed under Item 10 of the Minutes.
- (o) **Contract 2009-13E – Haviland Crescent Ravine Sewer Replacement**
The report of the Design and Construction Engineer was accepted by Council. The relevant By-law 2009-148 is listed under Item 10 of the Minutes.
- (p) **Hub Trail 2009-2010 Priorities**
The report of the Planning Division was accepted by Council.
- Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the Planning Division dated 2009 08 24 concerning the Hub Trail 2009-2010 Priorities be accepted and the Planning Director's recommendation:
- 1) that City Council accepts this report as information and that Council approves the following Hub Trail priorities: from the Hospital site to the new EMS Centre; the Sutton Park area from South Market Street to Bennett Boulevard; from Anna McRae School to Churchill Boulevard; and Finn Hill area trailhead;
 - 2) that City Council authorize the use of the approved \$1,295,000.00 for Hub Trail development for the selected priorities be endorsed. CARRIED.
- (q) **Residential Refuse Collection Contract for January 1, 2010**
The report of the Commissioner of Public Works and Transportation was received by Council.

5. (q) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Commissioner of Public Works and Transportation dated 2009 08 24 concerning Residential Refuse Collection Contract for January 1, 2010 be accepted and the recommendation that Municipal Waste and Recycling be awarded the residential refuse collection contract for an eight (8) year period at an initial cost of \$408,413.00 per year or \$2.40 per stop per month be approved.
OFFICIALLY READ NOT DEALT WITH – Tabled to next Council meeting for further detailed staff report
- (r) **Sault Ste. Marie Police Services 2008 Annual Report**
The report of the Chief of Police was received by Council.
- Moved by Councillor S. Myers
Seconded by Councillor D. Celetti
Resolved that the report of the Chief of Police dated 2009 06 26 concerning the Sault Ste. Marie Police Services 2008 Annual Report be received as information. CARRIED.
- Councillor L. Turco declared a pecuniary interest – spouse employed by Police Services.
- (s) **2009 Second Quarter Shareholder Report**
The report of the President and C.E.O., PUC Inc. was received by Council.
- Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the report of the President and C.E.O., PUC Inc. dated 2009 08 04 concerning 2009 Second Quarter Shareholder Report be received as information. CARRIED.
- (t) **2008 Annual Report of the Sault Ste. Marie Economic Development Corporation**
The report of the President and C.E.O., EDC was received by Council.
- Moved by Councillor T. Sheehan
Seconded by Councillor F. Fata
Resolved that the 2008 Annual Report of the Sault Ste. Marie Economic Development Corporation be received as information. CARRIED.
- (u) Correspondence concerning the St. Mary's Paper Co-generation Project was received by Council.

5. (v) The letter from Mayor J. Rowswell to Premier D. McGinty concerning St. Marys Paper Corp./St. Marys Renewable Energy Corp. Biomass Fueled Renewable Energy Co-generation Project was received by Council.
- (w) Correspondence concerning the Closure of the Church and Pim Street Intersections was received by Council.
- (x) **Potential Air Services**
The report of the Chief Administrative Officer was accepted by Council.

Moved by Councillor J. Caicco

Seconded by Councillor F. Fata

Whereas the Council of the City of Sault Ste. Marie, through its Sault Ste. Marie Air Services Committee, continues to be pro-active in working towards the development of potential partnerships with several airline carriers, including Porter Airlines who could provide increased air services to our community; and

Whereas the City of Sault Ste. Marie has been invited to provide an updated Route Evaluation Study to confirm the potential passenger loads that might be available for another provider operating out of Sault Ste. Marie; and

Whereas Intervistas has done satisfactory work in the past for both the City of Sault Ste. Marie and the Airport Development Corporation and have expressed an interest in undertaking such a Route Evaluation Study;

Now therefore be it resolved that City Council authorizes the Sault Ste. Marie Air Services Committee to retain Intervistas to undertake a Route Evaluation Study of potential air passenger loads to and from Sault Ste. Marie and further that the cost of such study, not exceed \$10 thousand, be funded from the balance which remains in the 2008 Economic Diversification Funding under the heading of "New Airport Carrier". CARRIED.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (8) BOARDS AND COMMITTEES

(a) Report of the Committee Reviewing Outdoor Smoking at City-Owned Property, Parks and Playgrounds

The report of the Committee Reviewing Outdoor Smoking at City-Owned Property Parks and Playgrounds was accepted by Council.

6. (8)
(a) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that the report of the Committee Reviewing Outdoor Smoking at City-Owned Property Parks and Playgrounds dated 2009 08 24 be accepted and the recommendation that Council:
1) direct the City Solicitor to bring forward a by-law in the form of the draft by-law attached to the Committee report; and
2) authorize the required no-smoking signs be posted as soon as possible at an estimated cost of between \$7,500.00 - \$10,000.00 with the funds to come from the Algoma Public Health \$5,000.00 contribution, and the balance to come from the 5% Subdividers Fee Reserve account be approved. 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 P. Mick
Whereas in the spirit of good governance, elected representatives and appointed representatives of the City of Sault Ste. Marie should follow the highest standards of ethical behaviour in the course of their duties to ensure that public confidence and trust is maintained; and
Whereas there is no specific Council Code of Conduct policy, recognizing Council's conduct is partly informed by the Municipal Government Act, and Procedures and Committees By-law; and
Whereas developing a Council Code of Conduct is a growing trend among municipal governments in Ontario, the most recent being London in 2008 and St. Catharines in 2009; and
Whereas a Code of Conduct does exist for City employees and the same should exist for municipally-elected officials and members of boards and committees directly appointed by City Council;
Now therefore be it resolved that a committee of Council be formed to bring forward a draft Council Code of Conduct for the consideration of Council based upon receiving input from other municipalities that have developed such and solicit input from all members of City Council and further that the Committee be comprised of Councillor Myers (Chair), Councillor Mick, and two others (L. Tridico, F. Fata) with Mayor Rowswell and staff to be included as resource when needed. CARRIED.

Recorded Vote

For: Mayor J. Rowswell, Councillors L. Turco, O. Grandinetti, S. Myers, L. Tridico, F. Fata, P. Mick

Against: Councillors J. Caicco, T. Sheehan, S. Butland, F. Manzo

Absent: Councillors B. Hayes, D. Celetti

7. (b) Moved by Councillor J. Caicco
Seconded by Councillor S. Butland

Whereas the new ownership of St. Mary's Paper Corporation clearly articulated, when acquiring the bankrupt assets of St. Mary's Paper Ltd. that approval of a multi-million dollar co-generation facility was an essential part of the company's business plan for future success; and

Whereas because of the recent downturn in the world economy and the strong Canadian dollar, the company continues to struggle in its paper-making operations with the future of more than 300 employees depending on the success of the company; and

Whereas approval to proceed with the proposed 35MW co-generation plant would allow the mill to transition from being a single-product mill into a multi-purpose site that would produce energy and value-added bioforest economy products, in addition to the traditional supercalendar paper for publishers and retailers; and

Whereas the co-generation plant, which would be fueled by wood waste (biomass), would create both electricity and steam for heating and operational use; and

Whereas the City of Sault Ste. Marie has clearly demonstrated its commitment and support to projects which promote alternative green energy;

Now therefore be it resolved that the Council of the Corporation of the City of Sault Ste. Marie reiterates and reconfirms its strong support for the St. Mary's Paper proposal as presented by its subsidiary corporation, St. Mary's Renewal Energy Corp. and urges the Ontario Power Authority and the Province of Ontario to reconsider this Sault Ste. Marie application or in the alternative, to ensure this project receives approval in the next round of procurement; and

Further be it resolved that copies of this resolution be forwarded to the Honourable Dalton McGuinty, Premier of the Province of Ontario; the Honourable George Smitherman, Minister of Energy and Infrastructure; David Oraziotti, MPP - Sault Ste. Marie; Michael Brown, MPP - Algoma-Manitoulin; Honourable Donna Cansfield, Minister of Natural Resources; Honourable Michael Gravelle, Minister of Northern Development, Mines and Forestry; Honourable Dwight Duncan, Minister of Finance; and Honourable Sandra Pupatello, Minister of Economic Trade and Development. CARRIED.

Councillor L. Tridico declared a pecuniary interest – resides adjacent to subject property.

7. (c) Moved by Councillor P. Mick
Seconded by Councillor L. Turco
Whereas the Sault Steelers won the Northern Football championship game by defeating the Tri-City Outlaws 31-18; and
Whereas the Steelers will now host the Alberta champion in the Canadian championship game on September 19th at Rocky DiPetro field;
Now therefore be it resolved that City Council, on behalf of the citizens of the City of Sault Ste. Marie, congratulates the Sault Steelers on their Northern Football championship win and wishes them the very best on their upcoming Canadian Major football championship game. 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 S. Myers
Seconded by Councillor F. Fata
Resolved that all the by-laws listed under Item 10 of the Agenda under date 2009 08 24 be approved. CARRIED.

- (a) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that By-law 2009-101 being a by-law to authorize a contract between the City and Avery Construction Limited for the removal and replacement of the Town Line Road bridge south of Base Line (Contract 2009-12E) be read three times and passed in open Council this 24th day of August, 2009. CARRIED.
- (b) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that By-law 2009-147 being a by-law to authorize the temporary closing of Town Line Road at the bridge, necessary for the removal and replacement of the Town Line Road bridge be read three times and passed in open Council this 24th day of August, 2009. CARRIED.
- (c) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that By-law 2009-148 being a by-law to authorize a contract between the City and 786222 Ontario Inc. o/a Harold Phillips Haulage for the replacement of the Haviland Crescent Ravine sewer (Contract 2009-13E). be read three times and passed in open Council this 24th day of August, 2009. CARRIED.

10. (d) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that By-law 2009-149 being a by-law to permit the temporary closing of Fields Square and Meadow Lane from 95 Fields Square to 107 Fields Square to 24 Meadow Lane be read three times and passed in open Council this 24th day of August, 2009. CARRIED.
- (e) Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that By-law 2009-150 being a by-law to authorize an agreement with the City and Soo Thunderbirds Hockey Club Inc. for the use of facilities in the John Rhodes Community Centre and the Essar Centre be read three times and passed in open Council this 24th day of August, 2009. CARRIED.

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

12. **ADJOURNMENT**

Moved by Councillor S. Myers
Seconded by Councillor F. Fata
Resolved that this Council shall now adjourn. CARRIED.

MAYOR

CLERK



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°: 09/063

To the attention of the Clerk and Council
September 3, 2009

FOR MORE INFORMATION CONTACT:
Craig Reid, AMO Senior Policy Advisor
(416) 971-9856 ext 334

Funding for Broadband in Rural and Northern Ontario Available

Issue: The federal and provincial funding programs for rural and northern broadband development are open for applications until October 23, 2009.

Background:

The federal government's **Broadband Canada: Connecting Rural Canadians** and the provincial government's **Building Broadband in Rural and Northern Ontario** have begun accepting funding applications. The application period is open until **4:00 p.m. EST, October 23, 2009**.

Established as part of the federal stimulus package, the Broadband Canada program provides \$225 million for projects which help to bring broadband connectivity to unserved and underserved areas. The program will provide up to 50 per cent of the eligible costs for successful broadband projects.

The Government of Ontario's Building Broadband in Rural and Northern Ontario program has committed \$32.75 million for Ontario projects approved under the federal Broadband Canada program. Successful Broadband Canada projects can have up to one-third of the eligible project costs funded by the Ontario government.

Applications are required for both programs.

Eligible applicants include: private sector companies, consortiums, not-for-profit organizations, municipalities, First Nations communities and provincial/territorial entities that can build and operate broadband infrastructure.

The Building Broadband in Rural and Northern Ontario program is separate from Ontario's Rural Connections program.

For further information, please see:

Building Broadband in Rural and Northern Ontario -
<http://www.omafra.gov.on.ca/english/rural/bbrno/index.htm>

5(a)
ALERT

Broadband Canada: Connecting Rural Canadians -
<http://www.ic.gc.ca/eic/site/719.nsf/eng/home>

Or contact the Ontario Ministry of Agriculture, Food and Rural Affairs Rural Community Development Branch at: 1-888-588-4111 or BuildingBroadband@ontario.ca

Action:

AMO will continue to keep members informed of infrastructure developments.

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

Town Hall Sessions

2009-2010

Whether you are municipal staff or an elected official, join us to learn about existing and new program/service offerings from AMO/LAS. These no-cost sessions are your chance to learn how to leverage our experience, programs, and leadership so you can do more for your municipality.

Session Schedule:

9am - 10:15 – Monitor Energy and Plan to Succeed with LAS' EMT and Energy Management Planning Tool

We will introduce our new Energy Planning Tool (EPT) and outline how it will help your organization meet the regular reporting requirements outlined in the *Green Energy Act*. We will also demonstrate our successful Energy Management Tool (EMT) and discuss how this web-based software can help municipalities of all sizes save money through active monitoring and benchmarking of electricity, natural gas, and water accounts. The tool can also help municipalities meet corporate environmental stewardship goals including GHG reductions.

10:30 – 11:15 – Leveraging the Green Energy Act - LAS Solar Photovoltaic Project

LAS now offers a turnkey renewable energy project solution to all interested municipalities. Discover how the installation of solar PV arrays on an existing municipal facility can provide a long-term revenue source for your organization by selling green energy into the Ontario electricity grid. This program also provides a great opportunity to educate your community about the benefits of sustainability and green power.

11:15 – 12:00pm – LAS Natural Gas and Electricity Program

More than 160 municipalities take part in the LAS Electricity and Natural Gas Procurement Programs. This session will provide current members with an update of both programs (including program savings), and will also provide an overview of program benefits and the enrollment process for municipalities that do not yet participate.

Networking lunch provided!

1:00 – 2:00pm - Municipal Information & Data Analysis System (MIDAS)

Learn about recent upgrade to MIDAS, including the integration of the graphic/reports and mapping sections, and the incorporation of Microsoft's Virtual Earth into the GIS software. MIDAS is a web-based query and analysis tool that converts raw Financial Information Return (FIR) data into meaningful reports, graphic presentations, thematic mapping, and cartographic printing. MIDAS is a tool that can benefit all municipalities as it makes municipal benchmarking convenient and fast.

2:00 – 3:00pm - Federal Gas Tax Program Update

This update will advise you of the relevant changes to the Federal Gas Tax funding arrangement for the period of 2010 to 2014, and will provide an update on the focus and purpose of the program going forward. Hear about some progressive projects that are helping municipalities undertake solid, informed infrastructure financial planning.

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2009-10 Town Hall Information/Update Sessions

These sessions are no-cost but we require pre-registration for all attendees.

Times: 9:00am – 12:00 noon and 1:00pm – 3:00pm – lunch will be provided

Date	City	Location/Address	Sessions – you can attend both	
			AM LAS	PM MIDAS & Fed Gas Tax
Thursday, October 8, 2009	City of Dryden	Dryden City Hall 30 Van Horne Ave Dryden P8N 2A7 (807) 223-1164	☐ AM	☐ PM
Wednesday, October 28, 2009	City of Sault Ste. Marie	City Hall - Council Chambers 99 Foster Drive - Level 3 Sault Ste. Marie P6A 5N1 (705) 759-2500	☐ AM	☐ PM
Friday, November 20, 2009	Town of Bracebridge	Town Hall – Council Chambers 1000 Taylor Court Bracebridge P1L 1R6 (705) 645-5264	☐ AM	☐ PM
Thursday, January 14, 2010	City of Kingston	Invista Centre 1350 Gardiners Road Kingston K7P 0E6 (613) 544-4442	☐ AM	☐ PM
Thursday, February 4, 2010	Municipality of Southwest Middlesex	Glencoe Arena Auditorium 138 Mill St. Glencoe N0L 1M0 (519) 287-2015	☐ AM	☐ PM
Thursday, February 11, 2010	Town of Grimsby	Elizabeth St. Pumphouse 447 Elizabeth St. Grimsby L3M 3K9 (905) 945-9634	☐ AM	☐ PM
Wednesday, December 9, 2009	Via Webinar	<i>Session details will be provided to registrants closer to the date</i>	☐ AM	☐ PM

REGISTRATION DETAILS:

Name:	Title:
Municipality:	
Phone:	Email:
Please FAX registration form to AMO/LAS at (416) 971-6191 or email to Susan at sallardyce@amo.on.ca	



Association of Municipalities of Ontario
 200 University Avenue, Suite 801
 Toronto, Ontario, M5H 3C6
 416-971-9856 | Toll Free 1-877-426-6527



www.amo.on.ca -- Visit the AMO and LAS websites -- www.las.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)
EX-1

MEMBER COMMUNICATION

FYI N°: 09-113

To the attention of the Clerk and Council
August 31, 2009

FOR MORE INFORMATION CONTACT:
Craig Reid, Senior Policy Advisor
(416) 971-9856 ext 334

Survey on Active Transportation Policy in Ontario

Issue: Municipal Input requested - Survey on Active Transportation Policy in Ontario

Background:

The Share the Road Cycling Coalition, a non-profit group focused on cycling and active transportation policy in Ontario, is conducting a brief online survey of experts in the fields of municipal affairs, planning, active transportation, advocacy, law enforcement, and economic development.

They are seeking the input of municipalities on topics that will help Share the Road to develop an active transportation public policy framework for the provincial government.

Ontario does not have a defined public policy framework for cycling and this survey seeks feedback from municipalities in order to define possible areas for involvement by the province. The results of this survey will be used to present options to the provincial government, and to frame discussions at the upcoming Ontario Bike Summit in Waterloo, September 21-22 where a number of municipalities will be represented. The Bike Summit will also have presentations by international and Canadian speakers on active transportation and workshops related to best practices in cycling and active transportation master planning.

The survey is being conducted on behalf of Share the Road by the national research firm Strategic Communications, Inc.

Municipalities will be receiving an e-mail regarding the survey in the next few days. Individual responses will be kept confidential.

For more information on The Share the Road Cycling Coalition or the Ontario Bike Summit in Waterloo, September 21-22, 2009, please visit: <http://www.sharetheroad.ca/>.

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





Media & Communications Training

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

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



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

About the Facilitator:

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

Dates and Locations:

Location	2009
Thunder Bay	Oct 6
North Bay	Oct 8
Durham*	Oct 21
Kingston	Oct 23
London	Nov 4

* This session is prior to the 2009 CRST Conference.

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

Don't miss out register today: registration form below or online at www.amo.on.ca

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Media & Communications Training Registration

Please type or print clearly. Use one form per registrant. Payment **MUST** accompany registration.
Please fax completed registration forms to (416) 971-6191

First Name		Last Name	
Title		Mun. / Org.	
Address			
City	Prov.	Postal Code	
Phone	Fax	E-mail	

Media & Communications Training	
Please Check Location Below	\$350.00 plus 5% GST (\$367.50)

Thunder Bay: October 6, 2009

North Bay: October 8, 2009

Durham: October 21, 2009

Kingston: October 23, 2009

London: November 4, 2009

Total to be paid: **\$367.50**

Payment:

Payment method: ☐ Cheque: Please make cheques payable to: Association of Municipalities of Ontario
200 University Avenue, Suite 801, Toronto, ON., M5H 3C6

☐ Visa

☐ MasterCard

Name on Card: _____

Card #: _____

Expiry Date: _____

Signature: _____

Please direct questions to Anita Surujdeo at asurujdeo@amo.on.ca or
416-971-9856 ext. 344 or visit our 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)
MEDIA

NEWS RELEASE

FOR IMMEDIATE RELEASE

Local Municipal Official Elected to AMO

Toronto, ON, August 25, 2009 – At the 110th Annual Conference of the Association of Municipalities of Ontario (AMO), Lou Turco, Councillor, City of Sault Ste. Marie, was elected to the AMO Board of Directors. As a member of the Board and the Large Urban Caucus, Lou will help set policy for the Association and serve as a key municipal leader in the Province.

“AMO’s Board of Directors benefits from membership from across the Province, reflecting the diversity of Ontario’s municipal governments. To that end, I am pleased to have Lou on the 2009-2010 Board team,” said AMO President, Peter Hume. “The Board will continue its efforts to see properly funded municipal governments.”

AMO’s key advocacy priorities are focused on achieving fiscal sustainability for municipal governments and strengthening municipal legislative authority to advance local economic well being and environmental sustainability.

AMO is a non-profit organization representing almost all of Ontario’s 445 municipal governments. AMO supports and enhances strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario and Canada’s political system.

- 30 -

FOR MORE INFORMATION CONTACT:

Pat Vanini, AMO Executive Director 416-971-9856, ext. 316 or (416) 729-4394
Brian Lambie, AMO Media Contact, 416-729-5425

Program Preview

Topics for the 2009 CRST & DSSAB conference include:

Keynotes:

Renowned Teacher, Author and Demographer, Professor David Foot – “Get Ready for the Small Town Boom”

Find out what Canada's most influential demographer has to say about the promise of small town prosperity.

Patrick Mason, Principal, SocialMedia404 – “Social Media and Civic Engagement”
What is “Social Media” is all about and what it can mean for you and your community?

Workshop sessions:

Transforming Municipal Human Services – *Looking Forward to the Implementation of the Provincial-Municipal Fiscal and Service Delivery Review*

Integrated Human Services Planning – *Municipal/DSSAB leadership for the whole community-the future of service planning and service delivery.*

“With Our Best Future in Mind” - What will the report of Dr. Charles Pascal, Ontario's Early Learning Advisor, mean for Early Learning and Child Care in your community?

Update from the Association of Municipal Emergency Medical Services of Ontario (AMEMSO). *Find out what you need to know about emerging issues in the EMS field.*

Howie Dayton, Director of Recreation and Culture, Town of Ajax – “Access to recreation and the social and economic benefits for long term success”

Accessibility for Ontarians with Disabilities Act (AODA)

Energy Production and Conservation: Learn about Energy Management Plans and the Essex Solar Installation

Out Trips:

- #1 - Material Recovery Facility/Miller Compost Facility
- #2 - Courtice Water Pollution Control Plant

For further information please contact:

Nav Dhaliwal, Special Events & Business Development Coordinator
ndhaliwal@amo.on.ca

P: (416) 971-9856 ext. 330 | Toll Free: 1 (877) 426-6527

Growing Together

Join AMO
October 16 -19, 2009

at
The Ajax Convention
Centre
Ajax, Ontario

Registration and
Accommodation:
Register online at the
AMO website at
www.amo.on.ca or use
the attached registration
form.

To take advantage of
accommodation at the
Hilton Garden Inn direct
at
(905) 686-9400 or toll
free at
1 (866) 336-8077 and
mention the Association
of Municipalities of
Ontario (AMO) group for
the discounted rate of
\$139.00 for either a King
room or a Double Queen
room.

The 2009 CRST
Conference is
hosted by:



5(a)

**COUNTIES, REGION AND, SINGLE TIER MUNICIPALITIES, & DISTRICT SOCIAL SERVICES ADMINISTRATION BOARDS
2009 ANNUAL CONFERENCE**

"Growing Together"

Hosted by – the Regional Municipality of Durham

REGISTRATION FORM

(please type or print)

October 18 to 20, 2009
Ajax Convention Centre
550 Beck Crescent
Ajax, ON L1Z 1C9



Name _____ Title _____
Municipality _____
Mailing Address _____
Telephone _____ Fax _____
E-mail _____

Payment MUST accompany registrations. FAX Credit Card Payments & Registration Form to AMO 416-971-9372

Please indicate registration choice below:

Fee does not include GST X		AMO MEMBERS			Total Fees
		Early Bird Before Sept 18	Regular After Sept 18	On Site Oct 18 - 20	
	Full Registration	465.00	525.00	572.00	
	1 Day - Monday	215.00	215.00	215.00	
	1 Day - Tuesday	110.00	110.00	110.00	
	Companion★	215.00	235.00	235.00	
	Extra Monday Social Night Tickets		60.00		
SUB-TOTAL					
ADD 5% GST					
TOTAL					

Fee does not include GST X		Non-Members, including Government			Total Fees
		Early Bird Before Sept 18	Regular After Sept 18	On Site Oct 18 - 20	
	Full Registration	550.00	625.00	695.00	
	1 Day - Monday	230.00	230.00	230.00	
	1 Day - Tuesday	120.00	120.00	120.00	
	Companion★	240.00	270.00	270.00	
	Extra Monday Social Night Tickets		60.00		
SUB-TOTAL					
ADD 5% GST					
TOTAL					

GST Registration# R106732944

★ For companion registration please complete Companion Selection Form – please note companion selection does not include a banquet ticket.

Payment Method: ☐ Cheque ☐ MasterCard ☐ Visa If paying by credit card please fax form to 416-971-6191 Card Number: _____ Expiration Date: m _____ y _____ Cardholder's Name (exactly as on card): _____ Signature: _____ Please make cheques payable to: Association of Municipalities of Ontario 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6	Refund Policy: Cancellation MUST be made in writing before October 2nd, 2009. An administration charge of \$74.20 (\$70.00 plus \$4.20 GST) will apply Registration Inquiries: Anita Surujdeo, A/R & Special Events Clerk asurujdeo@amo.on.ca 416-971-9856 ext. 344 • Fax: 416-971-9372 Please note any special dietary requirements here: _____ _____
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AMO collects, uses and discloses the information requested to promote the interests of the municipal sector. It may also be shared with selected third parties to generate operating revenues for AMO. Under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by AMO for all purposes described above.

5(b)



The Corporation of The
Town of Amherstburg

Pamela Malott
Chief Administrative Officer
pmalott@amherstburg.ca

August 31st, 2009

Attention: Clerk's Department

RE: MPAC Evaluation of Solar Energy Development

Pleased be advised of the following motion of the Council of the Town of Amherstburg on Monday July 27th, 2009:

WHEREAS the Province established the Renewable Energy Standard Offer Program (RESOP) and subsequently, the Green Energy and Green Economy Act to promote the development of wind, water, solar and biomass power projects; and

WHEREAS the Province committed to a balanced and sustainable property assessment system for the renewable energy sector; and

WHEREAS the Province committed to consult with municipalities, the Municipal Property Assessment Corporation (MPAC) and the energy generation sector to ensure that the property tax treatment of renewable energy facilities remains fair and consistent, promoting the development of green energy; and

WHEREAS the Solar Industry offers unique, clean energy technology to Ontario; and

WHEREAS the Ontario market for solar energy is at an early stage of maturity with very little operating solar capacity which warrants a fair approach to Property Assessment to foster wider adoption of this proven technology; and

WHEREAS the current valuation method is unfair and burdensome in that the entire property area of the development is assessed at a Full Industrial Rate;

THEREFORE BE IT RESOLVED that we, The Council of the Town of Amherstburg, appeal to the Province of Ontario, Ministry of Finance, to continue consultations with Municipalities and the Solar Industry to reach a fair and equitable property assessment valuation method; and

5(b)

FURTHER, that until such agreement is reached that assessment be derived by totaling the area of all solar panels in a project to determine PV surface area; and that the PV coverage area (approximately 20%) be assessed at a full Industrial Rate and the balance of the area at a Vacant Industrial land rate; and

BE IT FURTHER RESOLVED that we, The Council of the Town of Amherstburg, request that AMO lobby the Province of Ontario on our behalf and that a copy of this resolution be sent to Bruce Crozier MP, Dwight Duncan, Minister of Finance and all Municipalities in Ontario requesting their support.

Sincerely,



Pamela Malott
Chief Administrative Officer

Cc: Bruce Crozier, MPP
Dwight Duncan, Minister of Finance
AMO Association of Municipalities of Ontario

5(b)

Sent: September 08, 2009 8:55 AM
To: Donna Irving
Subject: FW: Land Use Council Letter to MNR Minister Cansfield
Attachments: 809 LUC Response Letter to MNR Minister Cansfield.doc

From: R. Fowler [mailto:opera@bmts.com]
Sent: September 04, 2009 10:37 PM
To: Bob Fowler
Subject: Land Use Council Letter to MNR Minister Cansfield

TO WHOM IT MAY CONCERN

Municipal staff are asked to ensure the attached letter is forwarded to head of Council for consideration by Council of the whole.

Thank you

R.A. (Bob) Fowler, Secretary
Ontario Property and Environmental Rights Alliance

Phone: 519-323-2308
Fax: 519-323-0289
E-mail: opera@bmts.com

09/08/09

LAND USE COUNCIL

"advocating social, economic and environmental balance in government legislation affecting land"

August 18, 2009

The Honorable Donna Cansfield, MPP, Minister
Ministry of Natural Resources
Room 6630, Whitney Block
99 Wellesley Street, West
Toronto, Ontario, M7A 1W3

by Registered Mail

Minister:

We acknowledge, with thanks, your July 22 letter regarding our June 12th appeal to delay legislative approval of proposed species habitat regulations pending wider public consultation,

First officially mentioned in June, 2008, details of these regulations were not unveiled until May 15, 2009 and then only on an Internet site announcing they would be submitted for government ratification by June 30, 2009 and requesting interim comment by June 15. To this foreshortened schedule was added one hastily convened "stakeholder" meeting on May 25 in down-town Toronto. There serious reservations were expressed by many of the 60 attending delegates about thrust and direction of the regulations, the announcement that no further public meetings on the subject would be convened, the urban site chosen to introduce land use constraints directly impacting rural citizens and the inadequately advertised process by which these directives were being fast-tracked into legislation.

Having no information to the contrary, we presume the regulations in question have been approved, our appeal notwithstanding. If so, we ask to be advised whether such approval included any recommended habitat protocols recorded on any EBR Registry web site or in any public forum since 2007.

As advised in our June 12 letter, an Internet report never challenged by your Ministry confirms that ESA 2007 was drafted in 2005 by a cartel of five professional lobbyists eighteen months before it was released on an EBR site as an MNR "discussion paper". Promptly endorsed by a partisan Review Panel, the proposed Act was then tabled at two invitation-only workshops in the spring of 2008 as conducted by paid consultants skilled at posting consensus where little, if any, existed. These were followed by a telephone conference call during which MNR officials advised a 9-point ESA addendum ratified by the attending participants would certainly earn Ministerial comment, a pledge then and since seemingly discredited by loud silence. That addendum addressed long-standing landowner issues and outlined their fair and sensible resolution. Even at this late date it deserves acknowledgement if not resurrection.

We note MNR is said to be proud of its Endangered Species Act. But assurances that its staff "spent a year consulting with a broad range of stakeholders" appear to under-state the foregoing sequence of events. Or, alternatively, perhaps refers only to extensive private time spent with the special interest groups that initiated ESA 2007. Meanwhile, in an MNR written list of 20 recommendations arising from the three group discussions of which we are aware, a strong focus emerges on chronic lack of balanced, effective and timely landowner consultation and communication by that Ministry.

In approving statutes that directly impact private property, the Ontario government invariably references its prior consultation with a "broad range of stakeholders". Thus, by unspecified number and generic definition, are Non-Government Organizations, many operating under charitable tax exempt status, invited in advance to sway political decisions leading to economic sanctions on land they don't own.

The 5th Edition of the Canadian Law Dictionary describes "stakeholder" as "***a third party chosen by two or more persons to keep in deposit property or money the right or possession of which is in dispute and to deliver the property or money to the one who establishes the right to it***". The right of land in Ontario was indisputably established by contract with the British Crown over a hundred years ago and no third party has since been "chosen" or is in any way authorized to hold it "in deposit". The term "stakeholder" does not therefore properly describe professional intervenor groups who participate at government invitation in discussions that affect use and value of privately owned land.

Indeed, there are, or should be, two classes of participants in such discussions. The primary one holds legal title to his or her land, pays property taxes, is often burdened with a substantial mortgage and, in many instances, relies on that land for a livelihood. The other has no contractual patent, financial investment or proprietary interest whatever in lands targeted for government controls. That secondary participants are able to induce those controls on private land is now a matter of record. That they are routinely favored with consultative preference, financial support and committee appointments from Ontario government agencies to the detriment of primary participants are a wide spread perception if not a matter of fact.

With respect, Minister Cansfield, we contend MNR should introduce and maintain in all land use protocols, consultations and legislation a clear distinction between these two classes of interested participants. Folks who own and cultivate land are "landowners" by name and function and should be identified as such. Those who help manipulate use and value of other people's property, all the while citing the otherwise commendable goal of environmental protection, are Non-Government Organizations by title and influential lobbyists by profession and should be identified as one or the other or both.

Municipal governments and an increasingly anxious public are understandably concerned about the Orwellian pressures inherent in implementation and enforcement of ESA 2007. Some examples: Blending that legislation, which denies right of appeal and right of compensation for production and equity losses arising from provincial policy, with other government statutes; branding vast tracts of private property as wildlife habitat; obligating landowners to recognize allegedly endangered species of plants, animals, and birds in order to protect the lives and habitat of such species as a no-charge public service and without any specific definition of what actually constitutes "protection".

These stresses are compounded by the prospect of million dollar fines with concurrent penitentiary sentences for violators charged under the "strict liability" provision of the ESA. In legal terms this translates as "guilty until proven innocent", a complete negation of the reverse principle, the very cornerstone of English common law. In the ESA that interpretation is supposedly relieved by the faint hope of a "due diligence" defense. But that option may require the accused to retain, at his or her expense, whatever courtroom counsel is considered necessary and whatever number of witnesses is deemed adequate to prove an alleged ESA infraction was either unintentional or non-existent. While defendant cost of a due diligence defense is likely to far exceed the resources of many landowners, we can be sure public funding of appointed MNR prosecutors would never be similarly constrained.

As previously advised, the Land Use Council (LUC) is a "coalition of coalitions" mandated to investigate and publish positive and negative consequences of government statutes affecting use and value of privately owned land. Current research includes, but is not limited to, risk insurance against production and equity losses attributable to not only acts of God but acts of government as well. To that end, the results of ongoing enquiries regarding insurability of losses arising from implementation and enforcement of ESA 2007 will be of interest to landowners across Ontario.

Some months ago we asked Premier McGuinty to direct prepared land use queries of general interest to the appropriate Queen's Park agency for departmental attention. We appreciate his co-operation in routing the first three of these to a provincial Cabinet Minister who recently provided us with a detailed reply. In the event subsequent LUC queries filed with Premier McGuinty are forwarded to the Ministry of Natural Resources we trust a response to same will be forthcoming at your earliest convenience. We can think of no better way to encourage and record useful dialogue between the Ontario government and its land-owning constituents.

Thanks for your time and patience in reviewing these remarks. An acknowledgement is requested and will be appreciated..

Yours truly

Bruce Pearse, Chair
Land Use Council
16190 Highways 7 & 12
Sunderland, Ontario, L0C 1H0
Phone: 705-357-3054 / Fax: 705-357-3963

The Land Use Council is a public service consortium sponsored by the combined memberships of:

***Food Chain / Halton Region Federation of Agriculture / Ontario Landowners Association
Ontario Property and Environmental Rights Alliance / Peel District Federation of Agriculture***

E-Mail: landusecouncil@gmail.com

Web Page: www.landusecouncil@gmail.com

Office of the
Prime Minister



Cabinet du
Premier ministre

Ottawa, Canada K1A 0A2

5(c)

August 17, 2009

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

Dear Ms. Irving:

On behalf of the Right Honourable Stephen Harper, I would like to acknowledge receipt of your correspondence of July 29 regarding a resolution of the Corporation of the City of Sault Ste. Marie pertaining to the closure of the rail line between Sudbury and Sault Ste. Marie.

Please be assured that the resolution has been carefully reviewed. As copies of your letter have already been sent to the Honourable John Baird, Minister of Transport, Infrastructure and Communities, and the Honourable Tony Clement, Minister Responsible for FedNor, I am certain that the Ministers will also have appreciated receiving this information.

Thank you for writing to the Prime Minister.

Yours sincerely,

M. Bourque
Executive Correspondence Officer

Canada

RECEIVED
CITY CLERK
AUG 26 2009
NO.: 51468
DIST.:

July 27, 2009 City Council meeting minutes
Clerk's department

Moved by Councillor J. Caicco

Seconded by Councillor O. Grandinetti

Whereas the Huron Central Rail line between Sault Ste. Marie and Sudbury has announced it will discontinue operations commencing August 15, 2009; and

Whereas a group of key stakeholders including representatives from affected industries, municipalities, First Nations, federal and provincial representatives, FedNor and Ministry of Northern Development Mines and Forestry representatives unanimously agree that the rail line must not be allowed to close and that the loss of the line would have lasting negative impacts on Northern Ontario's industrial base, particularly steel, forestry/paper and mining and the businesses that support those operations; and

Whereas the closure of the line could mean as many as 50,000 more transports annually for the highway between Sault Ste. Marie and Sudbury;

Now therefore be it resolved that Sault Ste. Marie City Council expresses its full support for finding a solution to saving the Huron Central Rail line and expresses that there is an urgent need for government involvement in finding a solution; and

Further that a copy of this resolution be forwarded to Tony Martin M.P.; David Oraziotti, M.P.P.; Honourable Tony Clement, Federal Minister of Industry; Honourable Jim Prentice, Federal Minister of Environment; Honourable John Baird, Federal Minister of Transportation, Infrastructure and Communities; Prime Minister Stephen Harper; Honourable George Smitherman, Provincial Minister of Energy and Infrastructure; Honourable Michael Gravelle, Provincial Minister of Northern Development and Mines; Honourable Rick Bartolucci, Provincial Minister of Community Safety and Correctional Services; Honourable John Gerretsen, Provincial Minister of Environment; Honourable Jim Bradley, Provincial Minister of Transportation; and Premier Dalton McGinty. CARRIED.

Haldimand County Disaster Relief Committee
111 Broad St E
Dunnville, ON N1A 1E8

*Donna, to 5(c)
Agenda*

August 19, 2009

City of Sault Ste Marie
P O Box 580
Sault Ste Marie ON P6A 5N1

On behalf of the individuals and families of Haldimand County who have had their lives turned upside down by the recent flooding of the Grand River basin I would like to express my sincere thanks.

When the waters began to devastate the region, the municipal and provincial governments were quick to respond, however, it is the efforts of friends and neighbors that will allow us to help these folks rebuild.

Without you our efforts would be in vain.

Thank you again for your generous contribution of \$250.00 to the Haldimand County Disaster Relief effort.

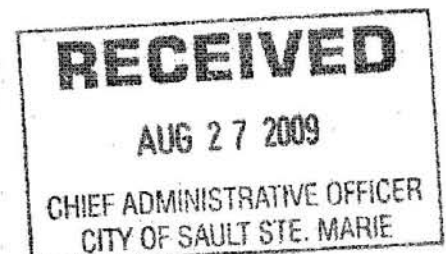
Please accept this as an unofficial receipt for your donation. An Official Receipt for Tax purposes will be provided to you at the completion of our Fund Raising Efforts.

Gratefully,



Bernie Corbett
Chairman
Haldimand County Disaster Relief Committee

/bq



5(d)



2009 09 03

Mayor John Rowsell
Members of City Council

2010 Scotties Tournament of Hearts

As you know, the 2010 Scotties Tournament of Hearts will be held at the Essar Centre on January 30 – February 7, 2010.

The Host Committee has been working diligently over the past several months and planning is well underway.

In addition to showcasing the best women curlers in Canada, this event will include the presentation of daily entertainment and food services at the HeartStop Lounge to be located at the Soo Curlers Association. A Special Occasion Permit is required to serve alcoholic beverages at this site for the duration of the tournament.

The Alcohol and Gaming Commission of Ontario considers the 2010 S.T.O.H. as a significant municipal event and as such requires a resolution from City Council as part of the S.O.P. application process.

I would ask that City Council provide the Host Committee with a formal resolution that officially designates the 2010 Scotties Tournament of Hearts as a significant municipal event.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Randa".

Sandra Randa
Host Committee Chair

2010 Scotties Tournament of Hearts Event Office
Station Mall, Unit G9

293 Bay Street ♥ Sault Ste. Marie, ON ♥ P6A 1X3

Phone: (705) 575-3800 ♥ Fax: (705) 575-3801



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: CANADIAN LOUNGE / SAULT STEELERS FOOTBALL

Contact Person: ALBERT MARRELLI Telephone No. 705 253-3257

Name of Event: CANADIAN CHAMPIONSHIP FOOTBALL GAME

Date(s) of Event: SAT SEPT 19 / 09 Site: ROCKY DIPIETRO FIELD

Times of Event: 4:00 PM - 8:00 PM Location: QUEEN ELIZABETH SPORTS COMPLEX

Times of Beer Garden: 2:00 PM - APPROX 9:00 PM - OUTDOORS (FOOTBALL FIELD)

APPROX 6:00 PM - 1:00 AM - INDOORS (JOHN RHODES)

Name of Permit/Licence Holder

Name of Identified Designate

YOLMEN HOLDINGS LTD

ALBERT MARRELLI

Signature of Permit/Licence Holder

Signature of Identified Designate

* [Signature]

[Signature]

Address of Permit/Licence Holder

Address of Identified Designate/Telephone

50 GRANOVAN CRES (HOME)

113 GLEN AVE (HOME)

Telephone/E-Mail 253-3257 (W)
949-4158 (H)

Telephone/E-Mail 253-3257 (W)
945-1127 (H)

1. Sault Ste. Marie Police Service

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]
Signature of Official

[Signature]
Signature of Official

3. Algoma Public Health
Environmental Health

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

[Signature]
Signature of Official

[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(e)



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: SAULT AREA HOSPITAL FOUNDATION

Contact Person: DAVID SHIER Telephone No. 759-3816

Name of Event: RBC FINANCIAL GROUP CHILIFEST.

Date(s) of Event: SUNDAY, SEPT. 20/09 Site: ROBERTA BONDAR PATRIALION

Times of Event: 12:00 NOON - 4:00 PM Location: FOSTER DRIVE

Times of Beer Garden: 12:00 NOON - 4:00 PM

DAVID SHIER

CITRYL PAVONI

Name of Permit/Licence Holder

Name of Identified Designate

Signature of Permit/Licence Holder

Signature of Identified Designate

41 GRAVELLE ST.

48 Appaloosa Ave.

Address of Permit/Licence Holder

Address of Identified Designate/Telephone

759-3816 shierd@sah.on.ca

959-3832 / pavoni@sah.on.ca

Telephone/E-Mail

Telephone/E-Mail

1. Sault Ste. Marie Police Service

2. Sault Ste. Marie Fire Services
Fire Prevention Office

[Signature]

Signature of Official

[Signature]

Signature of Official

3. Algoma Public Health
Environmental Health

WITH ATTACHED
GUIDELINES

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

[Signature]

Signature of Official

[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(f)

JOHN ROWSWELL, M.Eng., P.Eng., P.E.
MAYOR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2009 09 08

Tourism Sault Ste. Marie
99 Foster Drive, 3rd Floor
Sault Ste. Marie, ON P6A 5X6

Attention: Donna Hilsinger, Chair – Tourism SSM Management Board

Dear ^{Donna}Ms. Hilsinger:

Subject: Sault Ste. Marie's Tourism Industry

Over the past several years, the tourism industry in Ontario has been hard hit with a number of challenges that have negatively impacted tourist visitation, especially from our friends in the United States.

Border communities, such as Niagara Falls, Windsor, Sarnia and Sault Ste. Marie, have certainly felt the brunt of this downturn. In many cases, the decreased tourism levels have caused layoffs and even business closings.

We in Sault Ste. Marie have been fortunate in that the tourism industry, and specifically the private sector partners, have been very proactive in the development of a strong five year strategic plan that helped guide Tourism Sault Ste. Marie for the past number of years.

Identifying conventions and sports tourism as a main focus was an astute decision as it took advantage of having the Essar Centre as not only a sporting and entertainment venue but also as Northern Ontario's only real convention centre. The results of focusing on this market segment have paid strong dividends, even in these challenging times with continued increases in attracting conventions and major sporting tournaments.

By attracting significant numbers of delegates to these events, it has built demand and helped avoid the major tourism downturns felt in other communities. It has also sent a strong message to private sector developers who have shown a commitment to the industry and this city by investing in over \$10 million in hotel upgrades in the past couple of years.

Further, I recognize the tourism industry has also pulled together over the past few years to concentrate on two important infrastructure components that needed to be addressed. Both Searchmont Resort and the Agawa Canyon Tour Train has had new life breathed into them, in no small part due to the contributions and support of TSSM and its industry partners.

*naturally
gifted*

...2

5(f)

Attention: Donna Hilsinger, Chair SSM Tourism Management Board
Subject: Sault Ste. Marie's Tourism Industry (2009 09 08)

Page 2.

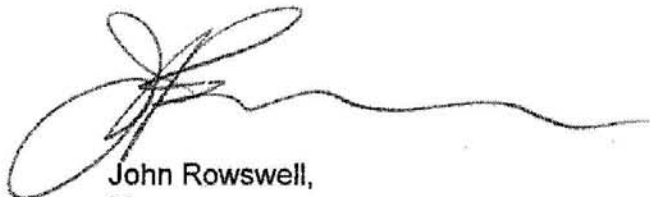
However, I understand significant challenges still present themselves; we are still experiencing a continued decline of that important U.S. market. We desperately need to create a plan to return them to historic levels despite the economic downturn in the key U.S. markets of Michigan, Ohio and Indiana.

I want to acknowledge the good work and dedication the tourism industry has shown over the years and I want to be able to find a way in which City Council can help to re-establish this city as a major tourist destination and help generate increased visitation to our community in every season.

To that end I would like to ask for your help. I would ask that you come back to us and present a list of what you in the tourism industry consider your top ten priorities for the coming years. Areas that you think need attention, ideas for potential development and certainly discussions on how we can work together to grow the tourism industry in our city, so as to have it provide a solid economic base as well as secure a number of job opportunities for our youth.

I look forward to receiving your thoughts and ideas on this important matter.

Yours very truly,

A handwritten signature in black ink, appearing to read 'John Rowswell', with a long, wavy horizontal line extending to the right.

John Rowswell,
Mayor

5(g)

Donna Irving

From: Bianca Berlingieri on behalf of j.fratesi (Internet)
Sent: September 10, 2009 10:07 AM
To: Donna Irving
Subject: FW: FYI - News Release - Huron Central Railway
Attachments: image001.wmz; oledata.mso



News Release/ Communiqué

David Orazietti MPP
Sault Ste. Marie

Mike Brown MPP
Algoma-Manitoulin

For Immediate Release
Date: September 10, 2009

ORAZIETTI & BROWN ANNOUNCE \$1.5 MILLION FOR RAIL SERVICE UPGRADES BETWEEN SAULT STE. MARIE AND SUDBURY

McGuinty Government Investment Supporting Industry and Protecting jobs in Algoma Region

QUEEN'S PARK – The McGuinty government is supporting the City of Sault Ste. Marie and local industry with a \$1.5 million investment to upgrade commercial rail service between Sault Ste. Marie, Espanola and Sudbury David Orazietti, MPP for Sault Ste. Marie and Mike Brown, MPP for Algoma-Manitoulin announced today.

"In partnership with the provincial government, representatives from local industry and the City of Sault Ste. Marie have worked hard to reach an agreement with Huron Central Railway that will allow for the important transportation link to remain operational," said Orazietti. "This investment is part of our government's plan to help ensure that commercial rail service between Sault Ste. Marie and Sudbury is upgraded for long-term viability that will greatly benefit regional businesses including Essar Steel."

The McGuinty government, through the Northern Ontario Heritage Fund Corporation (NOHFC), is supporting the City in a partnership with Domtar and Essar Steel Algoma to renew the 350-kilometre Huron Central Rail (HCR) line including rail, tie and bridge improvements. This provincial investment will help the rail line remain open for another year while proponents develop a longer term solution for the line. The initiative will help retain 45 jobs at HCR.

"By investing in these rail line upgrades, our government is supporting the employment of 45 staff at the railway and nearly 100 other indirect jobs that have an immense positive economic impact on our region," said Brown. "This will allow Domtar to continue to move its product along the rail line."

In 2008, the Huron Central Railway handled more than 16,000 carloads of freight. Transporting this freight by trucks would add between 20,000 and 40,000 truck loads on area highways.

"Infrastructure development is essential to strengthening the northern economy and rail service provides key transportation links to our communities," said the Honourable Michael Gravelle, Minister of Northern Development, Mines and Forestry and Chair of the Northern Ontario Heritage Fund Corporation (NOHFC).

5(g)

LEARN MORE

- Read about the NOHFC's programs
- About the Huron Central Railway

-30-

Contact:

David Oraziotti MPP
Sault Ste. Marie
(416)325-5496

Wendy Ground
Office of Mike Brown MPP
Algoma-Manitoulin
(416)325-3601

5(j)

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



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

2009 09 14

Mayor John Rowswell and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

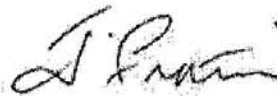
The following staff travel requests are presented to you for approval:

1. **Madison Saunders - Engineering**
A.D. Latornell Conservation Symposium
November, 2009
Alliston, ON
Estimated total cost to the City - \$ 1,151.00
Estimated net cost to the City - \$ 1,151.00
2. **Dree Pauze – Social Services**
2009 Housing & Homelessness Conference
September, 2009
Toronto, ON
Estimated total cost to the City - \$ 1,551.59
Estimated net cost to the City - \$ 0.00
3. **Kim Streich-Poser – Social Services**
Ontario Works Director-Administrator Meeting
October, 2009
Toronto, ON
Estimated total cost to the City - \$ 700.20
Estimated net cost to the City - \$ 350.10
4. **Dan Fraser and Rocco Celetti – Fire Services**
Certified Fire Investigator Instructor Course
October, 2009
Markham, ON
Estimated total cost to the City - \$ 4,669.80
Estimated net cost to the City - \$ 4,669.80

5. **William Freiburger – Finance**
MFOA Annual Conference
September, 2009
Huntsville, ON
Estimated total cost to the City - \$ 1,643.00
Estimated net cost to the City - \$ 1,643.00
6. **Terry Schildroth – Fire Services**
Fire Scene Assessment
October, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$225.000
7. **Terry Barrett – Fire Services**
Public Education
October, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$225.000
8. **Rick Pihlaja – Fire Services**
Leadership & Communication Theory
November, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00
9. **Rod Fremlin – Fire Services**
Fire Scene Assessment
November, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 225.00
Estimated net cost to the City - \$ 225.00
10. **Paul Milosevich - Fire Services**
Fire Prevention Officers Seminar
November, 2009
Gravenhurst, ON
Estimated total cost to the City - \$ 175.00
Estimated net cost to the City - \$ 175.00
11. **Frank Brescacin - Fire Services**
CBRNE Annual Midterm Meeting
October, 2009
Toronto, ON
Estimated total cost to the City - \$ 808.40
Estimated net cost to the City - \$ 808.40

12. **Lori Ballstadt – Community Services Dept. - Recreation & Culture Division**
Parks & Recreation Ontario Board Meeting
September, 2009
Toronto, ON
Estimated total cost to the City - \$ 825.10
Estimated net cost to the City - \$ 825.10
13. **Lori Ballstadt – Community Services Dept. - Recreation & Culture Division**
NeORA Education Forum and Trade Show
September, 2009
North Bay, ON
Estimated total cost to the City - \$ 775.10
Estimated net cost to the City - \$ 775.10
14. **Don Maki – Engineering & Planning – Building Division**
LMCBO Fall Workshop
October, 2009
Mississauga, ON
Estimated total cost to the City - \$ 944.00
Estimated net cost to the City - \$944.00

Yours truly,



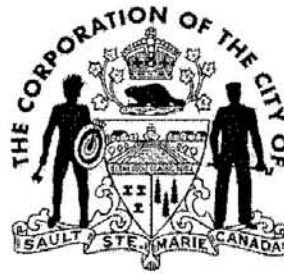
JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Peter A. Liepa
City Tax Collector

Tax & Licence Division
Finance Department

5(k)



2009 09 14

Mayor John Rowswell
and Members of City Council
Civic Centre

RE: Property Tax Appeals

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

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

An appropriate resolution has been prepared for your consideration.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

PAL/bk

Attach.

Recommended for Approval:

Scott McLellan
Manager of Budgets & Revenue

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2008

DATE: 2009-09-14
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES/INTEREST		TOTAL ADJUSTMENT
040-015-035-00	351 NORTHLAND RD	THAYER LUMBER COMPANY INC	COMMERCIAL/INDUSTRIAL	F	08-044	37.63	0.10	37.73
040-015-037-00	343 NORTHLAND RD	FREIBURGER WILLIAM	COMMERCIAL	D	08-045	40.57	0.17	40.74
040-021-021-01	59 ALBERT ST E	DAYNARD SHIRLEY	COMMERCIAL	A	08-046	951.07	28.86	979.93
040-026-038-00	201 JOHN ST	HANSEN CHRISTOPHER DENNIS	COMMERCIAL/RESIDENTIAL	A	08-047	76.87	-	76.87
040-027-035-00	58 WELLINGTON ST W	BROGNO JOHN	COMMERCIAL/RESIDENTIAL	A	08-048	1,275.64	-	1,275.64
050-002-064-01	570 DUNDAS ST	882240 ONTARIO INC	COMMERCIAL/INDUSTRIAL	C	08-049	397.79	-	397.79
REPORT TOTAL						2,779.57	29.13	2,808.70

Certified Correct:


Peter A. Liepa
City Tax Collector

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

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

5(k)

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2009

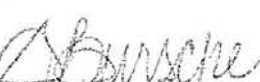
DATE: 2009-09-14
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	PROPERTY CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
010-045-031-00	25 EASTERN AVE	HODGSON GERALD	RESIDENTIAL	D	09-003	494.29		494.29
020-038-032-00	509 WELLINGTON ST E	WILKINSON JOSEPH DENNIS	COMMERCIAL/RESIDENTIAL	A	09-004	672.29	-	672.29
030-062-047-00	843 GREAT NORTHERN RD	1187839 ONTARIO LIMITED	RESIDENTIAL	D	09-005	1,023.14	30.67	1,053.81
040-015-035-00	351 NORTHLAND RD	THAYER LUMBER COMPANY INC	COMMERCIAL/INDUSTRIAL	F	09-006	231.35	-	231.35
040-026-038-00	201 JOHN ST	HANSEN CHRISTOPHER DENNIS	COMMERCIAL/RESIDENTIAL	A	09-007	390.78	5.81	396.59
060-012-003-00	448 SECOND LINE W	FICOCIELLO STEVE	RESIDENTIAL	D	09-008	477.12	3.57	480.69
		FEBBRARO MARIO						

Certified Correct:

REPORT TOTAL

3,329.02

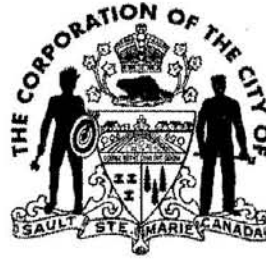

Peter A. Liepa
City Tax Collector

A. REALTY TAX CLASS CONVERSION FROM COMMERCIAL TO RESIDENTIAL
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

5(K)

Norman Fera
Manager Community Centres



Community Services Department
Community Centres Division

2009 09 14

Mayor John Rowswell
and Members of City Council

TICKET SERVICE CHARGES – COMMUNITY CENTRES DIVISION

This report is in response to the Council resolution dated 2009 06 22 with respect to ticket surcharges at the Essar Centre and the John Rhodes Community Centre.

Moved by: S. Butland
Seconded by: S. Myers

Whereas the purchase of on-line tickets for events at the Essar or John Rhodes Centres may result in surcharges of 40% above the original ticket price (see attached letter);

Be it resolved that Council request a copy of the present policy be tabled for information and possible discussion. It is requested that the rationale for the said policy be outlined for Council's consideration.

Preamble

It is very important to note that ticket convenience charges apply ONLY to those tickets purchased on-line or by phone. This fee is not to be confused with other ticket service charges which apply to all tickets purchased i.e. ticket surcharge, and any promoter imposed surcharge.

Background

In 2002 Council approved the purchase of an in-house computerized ticketing system for the then Memorial Gardens. The system was primarily used for Soo Greyhound ticketing services and the odd special event. The provider of the system was not able to keep pace with the larger companies and could not deliver the entire software package necessary to meet the venue's/customer's needs, and eventually got out of the ticketing business.

As plans were being made for the new facility, it became apparent that patrons wanted the added convenience of purchasing tickets both on-line and by phone. In addition, concert promoters advised that if we wanted to be in the concert business then we

would need to provide instant reporting services which are only available through advanced computerized ticketing systems.

When the Essar Centre first opened in 2006, staff tried to provide ticketing services on-line and by phone with the existing City IT infrastructure. After the first concert customers were highly critical of the level service and stated that they wanted the type of service that was available through ticketing agencies such as Ticket Master, and that they were willing to pay the fees associated with the convenience of on-line and phone ticket purchases.

In order to meet the immediate demands of our customers and concert promoters for on-line and phone ticketing services, a temporary agreement with New Era tickets was developed.

The original business plan that was developed for the Sports and Entertainment Centre, was done by the IBI Group who was the City's consultant on the project, and box office/ticket fees were identified as a revenue stream in the plan.

In preparation for an RFP for a ticketing solution, staff researched various scenarios. It became very apparent that many venues were moving towards using ticket service providers as opposed to purchasing and managing expensive in-house software systems.

In early 2007, an RFP for a ticketing solution was issued. As reported to Council, the company New Era was selected as the successful service provider and a five (5) year contract was awarded. As part of the terms of the agreement, there are no capital costs for computer software, hardware, and systems support to the City as revenue to the company is generated through service (convenience) fees on individual tickets; this is typical for the industry.

The New Era system model allows increases above what the service provider charges to its fees (which is keeping in line with the IBI Group business plan). This is similar to marking-up the wholesale cost of food or merchandise for resale. (See Schedule A). Facility revenues generated from the mark-up off-set some of the labour and miscellaneous costs associated with operating a full service box office.

Philosophical Change in Concert Ticket Pricing

There has been a philosophical change in how concert tickets are priced and delivered. In past years, patrons lined up for hours or even days ahead of tickets going on sale. With the advancement of computer systems, tickets can now be purchased from the convenience of a person's home either by phone or on-line. Patrons have accepted increased ticket prices for tickets purchased on-line or by phone, and as a result, today the majority of concert tickets are now purchased this way.

Explanation of Ticketing Service Charges

It should be noted that ticketing service charges are somewhat complex and vary from event-to-event. There are three components to ticketing service charges – Per Ticket Fee, Order Charge, and Convenience Fee. **It is very important to note that these are flat-fee based and not related to a percentage of the ticket price.**

Per Ticket Fee

The Per Ticket Fee is charged on all tickets whether purchased at the Box Office, on-line, or by phone, and is made up of several factors, such as the Capital Improvement Fee (CIF), the Facility Fee, the Artist Charity Fee, and any other fee based on the promoter's instruction.

The CIF was established many years ago at the Memorial Gardens. The fee remains at \$1.00 including GST and is transferred to a reserve account for future capital purchases. The Facility Fee component - \$1.00 - \$1.50 including GST (as negotiated in the contract with the promoter) is used to help offset building operating costs such as utilities, supplies and labour costs.

Order Charge

There is a Per-Order Charge that is charged only on phone orders or on-line purchases. An order can consist of tickets for several events. The order fee is \$3.00 per order regardless of the number of tickets sold. The order charge is a venue fee and offsets Box Office operating expenses.

Convenience Fees

A list of these fees is itemized in the Schedule A (attached) and consists of the New Era fee (as per the agreement) plus a Venue Fee. The Venue Fee is revenue to the City to offset event expenses.

Convenience fees are only charged on services that allow the customer the added convenience of purchasing tickets from anywhere other than the Box Office. It should be noted that convenience fees are NOT charged to customers that purchase their tickets in person at the Box Office.

Additional Information on Ticket Service Charges

Not until recently have on-line and phone order convenience services been available for smaller scale events at the John Rhodes Centre and the Essar Centre. Presently, ticket sales options (on-line and phone orders) are discussed with event promoters and made available as an option to all events no matter their size or venue (City). It is the event promoter's decision to have the convenience available for their event.

When a ticket purchaser makes an on-line or phone purchase they are well informed of the fees and have an option to decline the purchase. They can avoid these charges by purchasing the ticket in person at the Box Office.

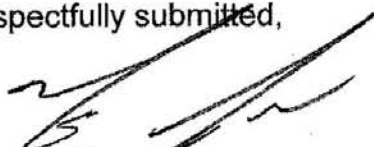
These fees are not covered by City policy as they fluctuate from event-to-event based on individual promoter's requirements. In addition, these fees are part of the overall business/revenue operations much like the price of food and beverage items which are also not covered by City policy, and are required in order to cover the costs of operating a sports and entertainment centre.

RCMP Musical Ride Event

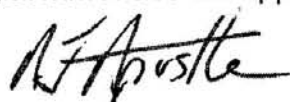
Given convenience fees are based on a flat-rate amount for services, it can be stated that in the case of the RCMP Musical Ride the convenience fees amounted to 40% above the original ticket prices; however ticket fees for most concerts or special events at the Essar Centre are typically between 10% and 20% of the ticket price and are **comparable to fees charged by other similar venues in Ontario. (see Schedule B attached).**

This report and attachments are submitted for Council's information as requested by the aforementioned resolution dated 2009 06 22

Respectfully submitted,


 Norman Fera
 Manager Community Centres

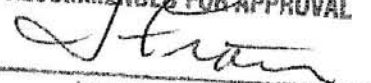
Recommended for approval,


 Nicholas J. Apostle
 Commissioner Community Services

j:\council\ticket service charges comcentres

attachments

RECOMMENDED FOR APPROVAL


 Joseph M. Fratesi
 Chief Administrative Officer

5(1)

Schedule A

Ticketing Convenience Fees

Year 1 & 2 of Contract

Type of Fee	New Era Fee	*Venue Fee	Total Per Ticket Fee
Phone Order Convenience Fee Per Ticket	\$4.00	\$1.00	\$5.00
Web Order Convenience Fee Per Ticket	\$3.00	\$1.00	\$4.00

* Less GST

Year 3 & 4 of Contract

Type of Fee	New Era Fee	*Venue Fee	Total Per Ticket Fee
Phone Order Convenience Fee Per Ticket	\$4.25	\$1.00	\$5.25
Web Order Convenience Fee Per Ticket	\$3.25	\$1.00	\$4.25

* Less GST

Year 5 of Contract

Type of Fee	New Era Fee	*Venue Fee	Total Per Ticket Fee
Phone Order Convenience Fee Per Ticket	\$4.50	\$1.00	\$5.50
Web Order Convenience Fee Per Ticket	\$3.50	\$1.00	\$4.50

* Less GST

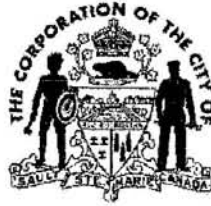
NOTE: There is a \$3.00 order charge on all on-line and phone purchases.

Schedule B**On-line Survey of Ticketing Fees**

Venue	City	Type of Event	Cost of Ticket	*Fees	Order Fee	Final Per Ticket Fee
John Labatt Centre	London, ON	Rock Concert	\$ 59.50	\$ 10.75	\$ 3.00	\$ 73.25
		Country Concert	\$ 84.50	\$ 12.25	\$ 3.00	\$ 99.75
		Sporting Event	\$ 98.25	\$ 11.00	\$ 3.00	\$ 112.25
K-Rock Centre	Kingston, ON	Rock Concert	\$ 79.50	\$ 19.95	\$ 3.50	\$ 102.95
		Comedy Show	\$ 84.00	\$ 12.70	\$ 3.50	\$ 100.20
		Soft Rock Concert	\$ 79.50	\$ 13.40	\$ 3.50	\$ 96.40
General Motors Centre	Oshawa, ON	Artistic Concert	\$ 85.00	\$ 10.75	\$ 2.50	\$ 98.25
		Soft Rock Concert	\$ 49.50	\$ 6.75	\$ 2.50	\$ 58.75
Essar Centre	SSM, ON	Country Show	\$ 46.50	\$ 8.00	\$ 3.00	\$ 57.50
		Artistic Concert	\$ 79.50	\$ 9.00	\$ 3.00	\$ 91.50
		Rock Show	\$ 95.00	\$ 9.00	\$ 3.00	\$ 107.00

*Per Ticket Facility and Convenience Fees (may or may not include credit card of other fees requested by promoter)

NOTE: These fees are based on mock on-line ticket purchases.



September 14, 2009

Mayor John Rowswell
and Members of City Council

STRATHCLAIR PARK – LIGHTING FOR SLO-PITCH FIELD “A”

Background

The approved 2009 Budget included \$90,000. for Strathclair Park – Lighting for Slo-Pitch Field “A”. An electrical engineering consultant was engaged to perform a detailed review of the project and provide a scope of work. NOR MECH Engineering Inc. was engaged and developed the scope of work which is attached.

The quote for the entire project is approximately \$220,000. including professional fees. The original quote of \$90,000. did not take into account necessary upgrades and modifications that are required; one such upgrade being a new electrical service that has to be brought into the site in order to provide the proper power requirements for the lighting system.

To further consider this project, significant funding will need to be identified. Staff has submitted an application to the Community Adjustment Fund program and will continue to research other funding programs.

Respectfully submitted as information,

Nicholas J. Apostle
Commissioner Community Services

j:\council\strathclair pk lighting slopitch field a

cc: R. Travaglini, Manager of Parks
J. Cain, Manager Recreation & Culture

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(m)

NOR MECH ENGINEERING INC.

Mechanical/Electrical Consulting Engineering

1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

Date: May 26, 2009

Page 1 of: 2

To: The Corp. of the City of Sault Ste. Marie -
Community Parks and Recreation Department.

Attn: Mr. Randy Travaglini,
Manager of Parks

Re: STRATHCLAIR PARK - Proposed New Electrical/Lighting Upgrade.

ENGINEERING STUDY and COST ESTIMATE - REPORT:

The intent of this initial engineering study and report was to review the existing electrical services at Strathclair Park; conduct an engineering study to determine the most feasible solution to illuminate the main Slowpitch Field 'A', as well as illuminate the Main Parking Lot (between the Soccer Canteen Building and Maintenance Building), and provide future provisions to illuminate a future Slowpitch Field; and calculate current Construction Cost estimates for the proposed upgrades.

The existing Maintenance Building and the Batting Cages Building are both serviced by a small 50KVA-120/240V-1Phase transformer (#11807). The electrical services for these two buildings are small low voltage (residential type) electrical services that are unable to support any field or parking lot lighting systems.

The Soccer Canteen Building is serviced by a 150KVA-120/208V-3Phase transformer (#10832), that feeds a 600A rated -120/208V-3Ph electrical service, although suspected to be fused at 450A. This service is primarily used to illuminate the two large Senior Soccer Fields #1 & #2 (400A/3P Splitter), as well as service the Canteen Building (200A/3P house electrical panel). There is a possibility that there may be some room to add perhaps the soccer field small parking lot lighting onto this service (i.e. west of Batting Cages), but it is suspected that service is getting close to capacity, and would require bus bar readings under load to accurately measure what available power is left on this service. Suffice to say, it is suspected that it would not be enough to power the intended areas of this study, nor have the capacity for future field illumination.

The best and most cost-effective solution appears to be to take advantage of the primary concrete encased duct bank feed off Second Line East that is feeding Transformer#11807, and replace this 50KVA -120/240V-1Ph transformer with a new concrete transformer vault c/w new 300KVA - 347/600V-3Ph transformer (Pending P.U.C. approval); installing a new secondary duct bank into the east side of the existing Maintenance Building to a new 400A rated - 347/600V-3Ph electrical service; reworking and re-feeding the two 240V electrical services via an interior transformer (600V-240V); and feeding slowpitch field(s) and Main Parking Lot from this new electrical service.

Slowpitch Field 'A' would be lit to Illuminating Engineering Society of North America (I.E.S.) industry standards for a regular baseball field, with the infield illuminated to an average of +- 50 footcandles, and the outfield to an average of +- 30 footcandles. Design would require six poles with 8 to 9 spotlight fixtures at 1500W each.

The Main Parking Lot would be illuminated from the north and south edges, using six light standards, and lit to I.E.S. industry standards to an average of +- 1.5 to 2.0 footcandles.

Construction Cost Estimates: (Based on above)

1) Electrical Upgrade and Modifications at Existing Maintenance Building, including new 347/600V electrical service, estimated P.U.C. costs, excavation/backfill, surface/ground repair, u/g conduit, new electrical equipment & switchgear, future slowpitch field illumination provisions, wiring/material, electrical permit, and labour:

Estimated Construction Budget Cost = \$ 55,000

2) Slowpitch Field 'A' - Lighting - Complete construction cost, including poles/lighting package, concrete footings & sonotube piers, excavation/backfill, surface/ground repair, u/g conduit, electrical wiring/material, crane costs, electrical permit, and labour:

Estimated Construction Budget Cost = \$ 140,000

3) Main Parking Lot - Lighting - Complete construction cost, including poles/lighting package, concrete sonotube piers, excavation/backfill, surface/ground & asphalt repair, u/g conduit, electrical wiring/material, crane costs, electrical permit, and labour:

Estimated Construction Budget Cost = \$ 30,000

Please note that above cost estimates do not include Consultant Fees (which would be approximately 10% of construction costs), or project contingency allowance, and GST would be extra.

We trust that the above is suitable for your budgetary needs at this time. If you have any questions or concerns, and wish to discuss further, please do not hesitate to call.

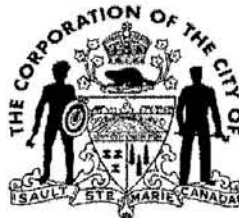
Yours Truly,

David J. Barban, P.Eng.
Consulting Engineer

5(n)

Jerry D. Dolcetti, RPP
Commissioner

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



ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 09 14

File: 9.5.9 and 4.140.1

Mayor John Rowswell
Members of Council

Re: Root River Bridges Great Northern Road

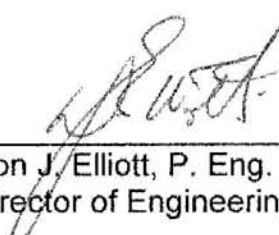
At the 2009 04 27 meeting, Council was advised that exploratory fieldwork would be required for the purposes of determining the extent of rehabilitation required on the two bridges over the Root River on Great Northern Road north of Fourth Line.

Our engineering consultant, M. R. Wright has requested pricing from various engineering firms who have the specific knowledge, equipment and experience in detailed bridge deck condition surveys and evaluations. M. R. Wright is recommending and the Engineering Department agrees that they retain the services of Trow Engineering as a sub consultant, and Elwood Robinson Construction for traffic control, at a total cost of approximately \$30,000. This will include all field work, traffic control and design recommendations. This cost is covered by the approved 2009/10 capital works program.

This report is provided for the information of Council.

Respectfully Submitted,

Recommended for Approval,


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


Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

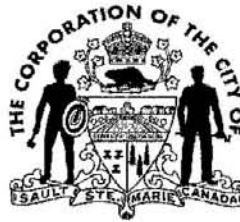
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RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

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



5(0)
ENGINEERING & PLANNING DEPARTMENT

Engineering & Construction Division

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

2009 09 14

File: 4.21

Mayor John Rowswell
Members of Council

Re: Coldwater Creek Culvert - Old Garden River Road

During the biennial inspections of bridge structures, the Engineering Department includes inspection of several of our large diameter culverts located at creek crossings. This sometimes results in a recommendation to replace a culvert. We have a deficient culvert where the Coldwater Creek crosses Old Garden River Road. It is at the south leg of the intersection of Old Garden River Road and Landslide Road.

It is the intention of the Engineering Department to recommend replacement of the culvert in 2010. In order to complete the design and have appropriate approvals in place, it is recommended that the design be completed now. This design can be completed by M. R. Wright and Associates for a fee of \$3,800. There are sufficient funds to cover this cost in the bridge portion of the 2009/10 capital works program.

It is recommended that the firm of M. R. Wright and Associates be retained to complete the hydrology, design and approval applications for the replacement of the Coldwater Creek culvert at Old Garden River Road.

Respectfully Submitted,

Recommended for Approval,

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

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

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RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

5(p)

File No. R.1.2.1.

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2009 09 14

**Re: By-law 2009-155 – A By-law amending smoking control By-law 2003-7—
Dealing with smoking outdoors**

At its meeting on August 24, 2009 Council had before it for consideration the report from the committee struck by Council to look smoking at City owned property, parks and playgrounds. Council accepted the recommendations of the committee.

Just to summarize the bylaw before Council tonight, it prohibits smoking within 15m of a playground area, recreation field and Roberta Bondar Park Tent Pavilion. It also prohibits smoking in an area that is subject to a permit issued by the Community Services Department. The words "playground area", "permitted event", "recreation field", "Roberta Bondar Tent Pavilion", "inspector" and "parkland" are defined at the beginning of By-law 2009-155.

There has been some misunderstanding about the by-law. Some people think that it bans smoking in all parks all the time. It does not do that. However, if an entire park is subject to a permit issued by the Community Services Department, then no smoking is permitted in that park during the time period covered by the permit.

One concern is that a person will have to observe a child using playground equipment from 15m away. The answer to that is that is the case only if the person chooses to smoke while the child is on the playground equipment.

Before the new provisions of the by-law can be enforced, the signs required by the by-law will have to be put in place. The signs were mentioned in the committee report. Also, Algoma Public Health will undertake a public awareness campaign to inform people of the bylaw. This type of public awareness campaign is an important part of any piece of legislation that proposes to change the long practiced behaviour patterns. This is no different than when the first smoking control by-laws were introduced over 30 years ago. Enforcement will be through the inspectors employed by Algoma Public

Health. Certainly the hope is that there is voluntary compliance instead of tickets having to be issued.

RECOMMENDATION

By-law 2009-155 appears elsewhere on the agenda and is recommended for approval.

Respectfully Submitted,



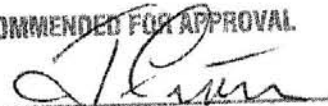
Lorie Bottos
City Solicitor

LAB/dh

c.c. Councillor Susan Myers, Ward Two
Susan Milne representing the Parks and Recreation Advisory Committee
Nick Apostle, Commissioner of Community Services
Janet Allen, Tobacco Control Program Coordinator, APH

Council Reports\2009\Smoking By-law Amendment Sep 8.doc

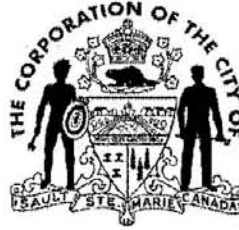
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5(9)
LEGAL
DEPARTMENT

File No. P.4.5.368

REPORT TO: Mayor John Rowsell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2009 09 14

Re: Infrastructure Stimulus Fund Contribution Agreement between the City and the Province (Ministry of Energy and Infrastructure) for
(1) the New Algoma Public Health Building
and
(2) the Extension of the Waterfront Walkway and Hub Trail

Appearing on your agenda this evening is By-law 2009-154 which authorizes the Mayor and the Clerk to sign an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Ministry of Energy and Infrastructure. The agreement applies to two projects.

The first project is the Algoma Public Health building. Schedule "D" of the agreement attached to By-law 2009-154 identifies that the maximum financial assistance for that project is \$14,666,667.

The second project is the Hub Trail and Waterfront Walkway extension. Once again, on Schedule "D" the maximum contribution identified for that project is \$3,333,333.

The agreement is made up of 44 pages with schedules running from Schedule "A" through to Schedule "L". The topics covered by the schedules are identified in the first and second pages of the agreement. The schedules run from a definition section (Schedule "A") to Schedule "L", which sets out the obligations on the City regarding aboriginal consultation.

In the covering letter from the Ministry of Agriculture, Food and Rural Affairs that was sent to Joe Fratesi and dated August 16th, it was pointed out that the under section 5.9 of the contribution agreement the projects must begin within 60 days of the project construction start date as noted in the original application. In the case of the Algoma Public Health building the project construction start date was identified as August 1,

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

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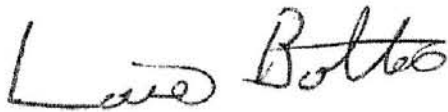
2009, while in the Hub Trail and Waterfront Walkway extension projects the start date was identified as September 1, 2009.

In order for these projects to proceed the agreement attached to By-law 2009-154 must be signed by the Mayor and Clerk and sent to the Ministry of Agriculture, Food and Rural Affairs by September 26th.

RECOMMENDATION

By-law 2009-154 appears elsewhere on the agenda and is recommended for approval.

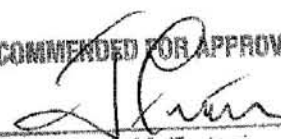
Respectfully submitted,



Lorie Bottos
City Solicitor

LAB/dh

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Attachment: Letter dated August 26, 2009 from Ministry of Agriculture, Food & Rural Affairs to Mr. Joseph Fratesi

cc: Mr. Don McConnell, Director of Planning
Mr. Jeff Holmes, Business Manager, Algoma Public Health

Council Reports\2009\Infrastructure Agrt - APH Bldg & Waterfront.doc

Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-866-306-7827
Fax: (519) 826-4336

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: 1-866-306-7827
Téléc.: (519) 826-4336



Rural Community Development Branch

August 26, 2009

Joseph M. Fratesi, Chief Administrative Officer
City of Sault Ste. Marie
Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Dear Joseph M. Fratesi:

I am pleased to confirm conditional funding support for your application under the Infrastructure Stimulus Fund, subject to the execution and return of the enclosed Infrastructure Stimulus Fund Contribution Agreement between the City of Sault Ste. Marie and Ontario.

Enclosed you will find four copies of the Contribution Agreement, which includes Schedule "H", the Expenditure and Job Creation Report template. Please fill in the template and return this with the four signed and sealed Agreements **within 30 days of the date of this letter**. The signature page can be found on page two (2) of the Contribution Agreement.

We also require you to include a certified copy of the municipal by-law designating the signing officers and authorizing the execution of the Contribution Agreement. Provided that they have been properly completed, the Canada Ontario Infrastructure Secretariat will then arrange for the execution of the Contribution Agreements and return one original copy to you for your files.

As per Section 5.9 of the Contribution Agreement, please note that your Project must begin within sixty days of the Project construction start date as noted in your original application or through subsequent communication. As the approval for your Project was partially predicated upon its readiness, progress against your stated timelines will be closely monitored and are subject to program management's directions. We expect your first claim to be submitted in 2009.

Section 9 of the Contribution Agreement details your insurance and bonding requirements.



Pick Ontario Freshness
Cueillez la fraîcheur de l'Ontario



Schedule "L" of the Contribution Agreement provides details about the Aboriginal Consultation Protocol. Other materials that may assist you with Aboriginal Consultation can be found on the Ministry of Municipal Affairs and Housing's website at <http://www.mah.gov.on.ca/Page6054.aspx>.

Finally, the Government of Canada's contribution is contingent upon the requirements of the *Canadian Environmental Assessment Act* being satisfied. You will receive a separate letter shortly advising you of the requirements related to your project in this regard.

Should you have any questions regarding the Contribution Agreement, please do not hesitate to call your Project Analyst, Joe Cillis, at (519) 837-6395 or e-mail them at joseph.cillis@ontario.ca.

Sincerely,



Dino Radocchia
Provincial Co-Chair
Canada Ontario Infrastructure Secretariat

enclosures



Pick Ontario Freshness
Cueillez la fraîcheur de l'Ontario



LORIE BOTTOS
CITY SOLICITOR

NUALA KENNY
ASSISTANT CITY SOLICITOR



5(r)
**LEGAL
DEPARTMENT**

File No. L.5.5

REPORT TO: Mayor John Rowswell and Members of Council

REPORT FROM: Lorie A. Bottos, City Solicitor

DATE: 2009 09 14

Re: F. J. Davey Home – Disposal of Assets upon Dissolution

Appearing on the by-law agenda this evening is a proposed agreement between the City and the F. J. Davey Home. This agreement refers to an earlier agreement from 2002 between the same two parties. That earlier agreement dealt with the funding arrangement between the City and the F. J. Davey Home.

In return for the City making a capital contribution of \$9.8 million for the construction of the new long-term care facility, the City was relieved of its obligations under the Homes for the Aged and Rest Homes Act.

The new F. J. Davey Home was incorporated and Letters Patent were issued by the Province. The Letters Patent did not provide for the disposal of the property of the J. F. Davey Home if the home is ever dissolved.

The request from the F. J. Davey Home is that original agreement be amended by adding to it a clause that makes it clear that upon dissolution of the F. J. Davey Home any remaining property after payment of all debts and liabilities shall be distributed to the City.

A tangible benefit of this change in the agreement to the F. J. Davey Home is that since the City will receive the assets upon dissolution, the F. J. Davey Home will be viewed by the Canada Revenue Agency as an organization similar to a municipal organization and it will benefit from credits under the Goods and Services Tax.

The approval of this by-law will not have an impact on the City for financial reporting purposes.

RECOMMENDATION

By-law 2009-152 appears elsewhere on the agenda this evening and is recommended for Council's approval.

Respectfully submitted,

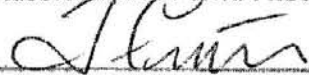


Lorie Bottos
City Solicitor

LAB/dh

cc: Mr. Bill Freiburger, Commissioner of Finance & Treasurer
Mr. Robert Paciocco, Solicitor for F. J. Davey Home

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

J. M. Elliott P. Eng
Commissioner



Public Works &
Transportation department

Sept 14, 2009

Mayor John Rowswell
And Members of Council
Civic Centre

Subject: Residential Refuse Collection Contract for January 1st 2010

Introduction

At the August 24, 2009 Council meeting a report on the "Residential Refuse Collection Contract" was presented to Council. This contract is slated to commence January 1st 2010. At that meeting, Council tabled the report and requested detailed information to support the recommendations.

Background

On December the 12th 2008 a report prepared by Pat McAuley, Commissioner of Public Works was presented to Council on the subject of "Contracting Out Refuse Collection". This report summarized what had happened to date and provided recommendations on what should follow (see attached Council report).

The recommendations in this report were as follows:

- Council authorized staff to continue pursuing mechanical refuse collection through a "request for proposal" (RFP) process with the possibility of introducing mechanical pickup to the area now served by Municipal Waste and Recycling, when the contract expires on December 31, 2009.
- Staff report back to Council with recommendations once the RFP has been issued and evaluated
- When mechanical refuse collection has been successfully introduced to the contracted areas of refuse collection, the balance of the City can be converted to mechanical pickup using city employees as operators.

Discussion

The process is now at the stage where staff is to "report back to Council with recommendations, once the RFP has been evaluated."

The Request for Proposals was prepared by the City's consultant AECOM along with input from City staff. The RFP required details and costs for both an "automated/mechanical service" as well as a "manual service".

The information included the following:

- Contractor experience
- staff assigned to project and experience
- equipment provided
- description of operations including safety aspects
- ability to commence operations in a timely manner
- knowledge and ideas
- cost

The length of contract was an important part of the RFP. It was agreed by the consultant and City staff that the RFP would be based on an eight (8) year contract period. It was felt that the life of the collection equipment is in the seven to eight year range and the length of the contract would allow the contractors to distribute the cost of equipment etc. over a longer period time and thereby provide a lower yearly cost to the City. For example the Recycling Contract is a 10 year contract year that has allowed the contractor to purchase equipment and distributed these costs over a number of years.

The City received RFP's from three (3) companies that included both mechanical and manual collection proposals with leaf and yard waste as an add-on. These companies include Palmer Construction Group, Green Circle Environmental and Municipal Waste and Recycling Consultants (MWRC).

The consultant and City staff evaluated the RFPs based on the above criteria. It should be noted that for both automated collection and manual collection the selected contractor with the highest rating also had the lowest cost for the service.

Automated/Mechanical Collection

As noted in attached Table 1, Green Circle Environmental was the selected contractor with the lowest first year cost of \$507,113 for automated collection. This cost is only for the service and does not include the carts that are required for automated collection. The RFP allowed the contractor the option of supplying carts, but it was determined that the most cost effective way to supply carts was to have the City purchase the carts and annualized the carts over a 10 to 15 year period. The annualized cost for a 10 year period is \$126,300 and \$93,960 for a 15 year period. Since the carts have a 10 year warranty, we have used the annualized cost of \$126,300.

Taking into account the cost of \$507,113 by Green Circle Environmental to provide the service as well as the annualized cost of \$126,300 per year for carts, the total cost for an automated collection service would be **\$633,413** for the first year. It should be noted that the attached Table 1, also includes a cost of the contractor supplying the carts as part of the service, but this cost is higher than \$633,413.

Manual Collection

Municipal Waste and Recycling Consultants (MWRC) met all the requirements of the RFP and are the selected contractors to carryout "manual collection". They had the lowest cost of **\$408,413** for the first year of manual collection operations.

5(s)

Conclusion

- For automated/mechanical collection, Green Circle Environmental provided the best proposal for the service as well the lowest cost of **\$507,113**. With the City purchasing carts at an annualized rate of **\$126,300** per year, the cost of this service to the city will be **\$643,413**.
- For manual collection, Municipal Waste and Recycling provided the best proposal for the service as well is the lowest cost of **\$408,413**.
- In order to implement an automated/mechanical collection service, the City would have to pay a premium in the range **\$225,000** per year.

Summary

The "manual collection service" is the one that is recommended by staff. It provides a service for collecting refuse at a cost of approximately \$225,000 less than automated collection and is in line with what the City is now paying for residential refuse collection.

Recommendations

It is recommended that the City:

- Continue with a "manual collection service" for the contract portion of the City's residential refuse collection.
- Municipal Waste and Recycling Consultants (MWRC) be awarded the residential refuse collection contract for a period of eight (8) years starting January 1st, 2010 at a first year cost of \$408,413 or \$2.40 per stop per month.

Respectfully submitted



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

JME/vld

RECOMMENDED FOR APPROVAL

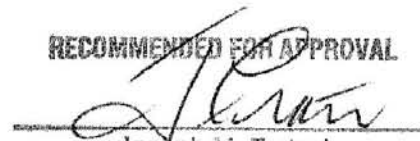

Joseph M. Fratesi
Chief Administrative Officer

Table 1

Waste Collection Services - Summary of Request for Proposals

Type of Collection	MWRC Cost (1st Year)	Green Circle Cost (1st Year)	Palmer Cost (1st Year)
<u>Manual Collection</u>	\$408,413	\$483,288	\$639,847

(Selected contractor is MWRC at \$408,413)

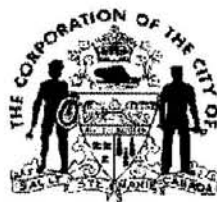
<u>Automated Collection</u>			
City Purchases Carts	\$547,954	\$507,113	\$677,285
Contractor Purchases Carts	\$650,057	\$685,793	\$929,139
	(substandard cart sizes)		

(Selected contractor is Green Circle at \$507,113)

(Using an annualized cost of \$126,300 for the carts, the service would cost the City \$633,413)

5(s)

Patrick M. McAuley, P. Eng.
Commissioner



Public Works &
Transportation Department

2008 12 01

Mayor John Rowsell
And Members of Council
Civic Center

RE: CONTRACTING OUT REFUSE COLLECTION

Background

On May 12, 2008 staff reported to Council on a proposal to explore the contracting out of all refuse collection, with an emphasis on using a mechanical or robotic type pick-up. Currently about half of the city receives contract refuse collection, with City forces providing collection to the other half. Staff was given approval to investigate the options available for automated pick-up, without precluding the continuation of manual pickup, with the assistance of a consultant. Staff was also directed to keep C.U.P.E. Local 3 informed of the process and to have the union participate in the review of proposals received.

Discussion

As we investigated the options available to the City, it became obvious that there were a number of problems not only with our present method of manual refuse collection, but also with the potential change to a mechanized system. In order to find the best solution for all parties concerned, we held discussions with the Ministry of the Environment, private sector contractors, our engineering consultant and union representatives from C.U.P.E. Local 3.

The following summarizes the issues and options available, and solutions generally agreed to:

A. Health & Safety Issues

Discussions with private sector indicated that mechanical collection may be a viable alternative for refuse collection for City forces as well as the private sector. It was felt by

2008 12 01

Page 2

staff that if the refuse collection was to go to a mechanical type system, the health and safety issues and higher W.S.I.B. costs related to the City run operation would be addressed. Manpower requirements and therefore costs would also be comparable since the city would require one employee per truck compared to the two currently being used. In this case, a City run operation could be competitive with the private sector, and it is questionable whether contracting out the City's refuse collection routes would be beneficial.

B. Refuse Collection Options

In Northern Ontario and especially the Sault Ste. Marie area, there are a number of contractors who supply refuse collection services. Over the years it has been pointed out that by being in the refuse collection business for approximately one half of the city, it keeps the private sector competitive with regards to bidding on refuse collection contracts and as a result, the City receives reasonable bids when tendering for collection services. If bids are received that are considered non competitive the City could provide the service with its own staff, fairly quickly, since the "know how" is in place. After discussions with the various parties, it was felt that this type of arrangement should be maintained; particularly now as contractor bid prices for many services continue to escalate.

C. Union Opinion

Discussions have been held with C.U.P.E. Local 3 union representatives and they are supportive of an approach that keeps the City in the refuse collection business. They concur that they can be competitive with the private sector if mechanical collection is employed, and the appropriate equipment obtained.

Potential Schedule for the Introduction of Mechanical Refuse Collection

The existing 5 year contract with Municipal Waste and Recycling Consultants for refuse collection, in the former Townships of Korah and Tarentorus expires on December 31, 2009. This covers refuse collection for approximately 13,000 residences. The Request for Proposal that has been prepared, but not issued, can be used to obtain proposals on mechanical pickup options when this contracted service is re-tendered early in 2009. The cost of providing bins to every residence may be a barrier to the introduction of this program to Sault Ste Marie, so one of the options that will need to be priced by each contractor will be to continue the current manual pick-up system. In this manner the best solution can be obtained from the private sector, and a recommendation provided to council.

If an automated option is determined to be good value and is chosen, it can be incorporated into the contract collection area in 2010. Mechanical pick up for the rest of city, operated with city forces, could then be introduced after a 6 to 12 month assessment period of the contract area.

5(s)

2008 12 01

Page 3

Recommendations

Given the above discussion, staff recommends the following:

1. Council authorize staff to continue pursuing mechanical refuse collection, through an RFP process, with the possibility of introducing mechanical pick-up to the area now served by Municipal Waste and Recycling, when that contract expires December 31, 2009.
2. When mechanical refuse collection has been successfully introduced to the contracted areas of refuse collection, the balance of the city can be converted to mechanical pick-up using City employees as operators.
3. Staff report back to Council, with recommendations, once the RFP has been issued and evaluated.

All of which is respectfully submitted.

Patrick M. McAuley, P. Eng.
Commissioner

PMM:cmr

G:\pwt\DeptShare\Council 2008\Contracting Out Refuse Collection #2

5(+)

Larry Girardi
Deputy Commissioner



Public Works &
Transportation
Department

2009 09 14

Mayor John Rowsell
And Members of Council
Civic Centre

RE: Request from Residents living on the east side of Town Line between Second Line and Base Line to have PWT take over Road Maintenance.

On July 27, 2009 Council approved the following resolution:

"Resolved that the petition from the resident homeowners living on the east side of Town Line between Second Line and Base Line (contact resident is Robert Marshall, 606 Town Line) requesting that responsibility for the maintenance and upgrading on this portion of Town Line be transferred from Prince Township to the City of Sault Ste. Marie.

BE REFERED to appropriate City staff and to Prince Township for review and report back to city Council.

Background

Maintenance contracts with Prince Township have been in place since June 11, 1998 and renewed October 2004. The agreement requires that the City of Sault Ste. Marie maintains all City property on the south side of Base Line west of Town Line and the east side of Town Line Road. Prince Township will do the same for the north side.

The travel portion of the road or asphalt surface is treated as follows. The agreement states:

"In the event that any boundary Road aforesaid shall require major construction or major maintenance in the opinion of one or other of the parties hereto, then the party responsible for the maintenance of such boundary road shall have estimates of the cost of such work prepared and the necessary work shall, with the approval of the other party hereto, be performed and the cost thereof shall be shared equally by the parties hereto."

Discussion

Staff contacted Robert Marshall at 606 Town Line (the resident's representative from the petition) and requested Mr. Marshall's and the residents concerns. Staff explained that all ditching and culverts on the City side of Town Line are presently the City's responsibility. Winter maintenance is also done by Public Works and Transportation

through a winter maintenance agreement with Prince Township. The only remaining maintenance activity is the repair of pot holes on the road, which under the agreement is the responsibility of Prince Township. Mr. Marshall indicated to staff that the repair of potholes was the main concern of the residents and they felt that little has been done by Prince to make these repairs in a timely manner. As a result they have requested through the petition to Council to have the City takeover the pothole repairs on Town Line.

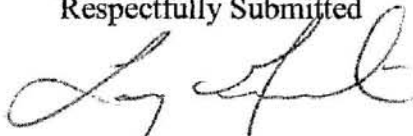
Summary

Staff proceeded to let Mr. Marshall know that 800 meters of Town line will be resurfaced by Public Works & Transportation the week of August 24th, starting at Base Line going North. The resurfacing includes the area of concern for the residents and should eliminate the pothole issue. Mr. Marshall indicated that he was satisfied with what is being done and appreciated the response.

Recommendations

It is recommended that the City continue with the existing maintenance agreement with Prince Township for boundary roads and no further action taken.

Respectfully Submitted



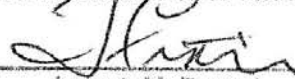
Larry Girardi
Deputy Commissioner
Public Works and Transportation

Recommended for Approval



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

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

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The Corporation of the City of Sault Ste. Marie
Public Works and Transportation Department
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5201 ~ Fax: (705) 541-7010
www.cityssm.on.ca

5(u)



SAULT STE. MARIE MUSEUM

690 QUEEN STREET EAST SAULT STE. MARIE, ONTARIO P6A 2A4

Phone 705-759-7278 Fax 705-759-3058

Email heritage@saultmuseum.com

Web www.saultmuseum.com

September 10th, 2009

Mr. Mayor & Members of City Council

The Sault Ste. Marie Museum would like to thank you for the approval of our Supplementary Request for \$7,500 at budget this year.

There were two items that we requested the funding for,

1. repair to the secondary roof wall
2. the cleaning of the duct work in the building

We have had the secondary roof wall and associated flashing repaired. The funds that remain from the approved request will not allow us to have the duct work cleaned based on the quotes that we have received.

The Museum would like to request that we be allowed to use the remaining funds (\$3,565.91) for unexpected repair to work on two of the HVAC units in the building.

Thank you in advance for your consideration of this request.

Sincerely,

Walter Wallace

Walter Wallace, President
Management Board of Directors
Sault Ste. Marie Museum



2009 09 14

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO: Mayor John Rowsell
and Members of City Council

SUBJECT: Application No. A-21-09-Z – filed by Cecil Mah

SUBJECT PROPERTY:

Location – Located on the north west corner of Huron Street & Alexandra Street. 312 Alexandra St.

Size – Approximately 10m (33') frontage along Huron Street x 30m (99') depth; 303m² (3,267 sq. ft.)

Present Use – Vacant (formerly auto repair garage)

Owner – Cecil Mah & Patti Jayne Favot

REQUEST: The applicant, Cecil Mah, is requesting a rezoning from "R.3" (Low Density Residential) zone to "C.I.S" (Traditional Commercial) zone with a Special Exception to permit a taxi yard with reduced parking aisles in conjunction with the taxi yard only.

CONSULTATION:

Engineering – See attached letter

Building Division – See attached letter

Legal Department – No comments

PUC Services – No objection

Fire Services – See attached letter

CSD – No concerns

Municipal Heritage Committee – No concerns

PW&T – See attached letter

Accessibility Advisory Committee – No comment

Conservation Authority – See attached letter

PREVIOUS APPLICATIONS

There are no previous applications.

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule "C" of the Official Plan. Commercial Policy outlined in Section 2.3.2 notes that 'commercial development of less than 200m² may be permitted on lands designated "Residential" subject to Zoning By-law approval without an Official Plan Amendment. The existing building is less than 200m², thus, an Official Plan Amendment is not required.

Comments

The applicant, Cecil Mah, is requesting a rezoning from "R.3" (Low Density Residential zone, to "C.1.S" (Traditional Commercial) zone with a Special Exception to permit a taxi yard with reduced parking aisle widths, in conjunction with the taxi yard only.

The existing building is geared towards repair and maintenance uses, and is not conducive to a residential use, as currently zoned. The effect of this application is to realize the commercial potential of the property, and permit the location of a taxi yard. Historically the property was utilized as an automobile repair shop, which generated numerous complaints with wrecked vehicles occupying the site and vehicles being stored for long periods of time along the roadway. Correspondence attached from Engineering, Building, and Public Works highlights these issues over the past 10 years.

The commercial potential upon the subject property is bounded by its size and location on the corner of Huron and Alexandra Streets, which limits the ability to provide on-site parking. Referring to the maps attached, the subject property has approximately 10m (33') frontage along Huron Street, and 30.2m (99') of depth along Alexandra Street. The applicant also owns the abutting properties to the north (Hard Wok) and west (residential). The abutting property to the north and the eastern portion of the residential property is currently zoned "C.1" (Traditional Commercial) zone. This zoning resulted from an application in 1999, which added the eastern portion of the residential property as commercial, in order to allow for additional parking in association with the take-out facility.

The effect of this application is twofold. The applicant's immediate plan is for Union Cab to occupy the property, and given the current layout of the building, future commercial uses are most appropriate rather than residential, as permitted by the existing zoning. Union Cab is currently licensed to operate seven (7) vehicles for hire. The required parking for a 'taxi yard' is based on the total number of employees on the largest shift. The nature of the operation is that

drivers are picked up and dropped off at their residence, so when taxi's are not being stored on-site, they are on the road. Consequently, shift changes should not pose a parking problem. Union Cab will also employ a dispatcher and a maintenance person, totalling 9 employees on the largest shift.

Referring to the site plan attached, the existing layout of the site can support a total of nine (9) parking spaces, including six (6) stacked with a reduced aisle way onto Alexandra Street, one (1) barrier free space, and two (2) spaces located within the building. Future surplus parking can be accommodated along the west side of the building, although this would require the removal of an existing fence, and the erection of a new fence along the commercial/residential interface. The parking area must be paved, and a landscaped strip should be provided and maintained along the Huron Street frontage. Given the size of the property, historical problems with off-site parking, and nearby residential uses, it is recommended that Site Plan Control be utilized to give staff an opportunity to comment upon the exterior details of the development.

The attached correspondence from the Sault Ste. Marie Region Conservation Authority notes that the subject property is within a potential recharge area of the Korah and Steelton municipal drinking wells. Consequently, safeguards should be put in place to ensure the proper storage and handling of chemical and petroleum products, to reduce the risk of a spill and subsequent contamination of the groundwater aquifer.

The attached correspondence from Fire Services notes several 'unconfirmed' neighbourhood complaints of vehicle painting occurring on the site. The proposed "C.1" (Traditional Commercial) zoning will not permit the painting of vehicles, or any other auto body repair work.

SUMMARY

Historically the property has functioned as a legal non-conforming automobile repair garage under the current residential zoning. Over the past ten (10) years there have been numerous documented complaints pertaining to wrecked vehicles, and vehicles being stored within the City's roadway. The property has been vacant for the past three (3) years, and the building's existing layout is not conducive to future residential development. The proposed rezoning and subsequent paving of the parking area will clean up the site, which is located upon an arterial route, and secondary gateway route to and from the International Bridge Plaza.

Given the site's history, size, and nearby residential uses, it is recommended that Site Plan Control be utilized to give staff the opportunity to review exterior development details. Clauses can also be included within the Site Plan Agreement restricting off-street parking.

Planning Director's Recommendation

That City Council approve the application and rezone the subject property from "R.3" (Low Density Residential) zone to "C.I.S" (Traditional Commercial) zone with a Special Exception to permit in addition to those uses permitted in the Traditional Commercial zone, a taxi yard, subject to the following conditions:

1. That more than 50% of the required parking may be supplied as stacked parking for the taxi yard only.
2. That the parking aisle width adjacent to Alexandra Street and in association with the stacked spaces be reduced to 0m for the taxi yard only.
3. That the subject property be deemed subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

PT/pms

PUBLIC NOTICE – 2009 09 14, Council Chambers, Civic Centre

R3

6(6)(a)

Cathcart Street

100.68m of 250mm AC SAN @ 0.65 %

93.97m of 750mm CONCCIP STORM @ 0.51 %

321

R3

C1

Fence

Future
Surplus
Parking Area
Fence

Overhead Door

R3
barrier
Free

Parking Area
to be paved

Landscaped
Area

Huron Street

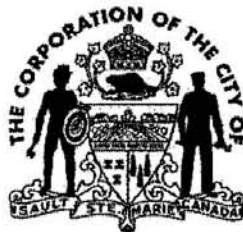
79.34m of 200mm VIT SAN @ 2.19 %

83.3m of 300mm CONCCIP STORM @ 0.5 %

Alexandra Street

32.4m of 200mm VIT SAN @ 0.93 %

R3



2009 08 14
Our File: A-21-09-Z

MEMO TO: Don McConnell, MCIP, RPP
Planning Director

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

SUBJECT: APPLICATION No. A-21-09-Z
312 ALEXANDRA STREET
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

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

- A review of historic aerial photography and the building file shows that vehicles are consistently being parked within the right-of-way at this location. The Engineering Department has no objection to the application; however, Public Works and Transportation should be contacted in relation to any potential traffic comments regarding the above noted history.

If you require anything further please, contact me.

Sincerely,

Catherine Taddo, P. Eng.
Municipal Services Engineer

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

6(b)(a)

Pat Schinners

From: Don Maki
Sent: August 21, 2009 12:01 PM
To: Don McConnell; Pat Schinners
Subject: 312 Alexandra

Hi Don

We have had numerous complaints on this property starting in 1993, mainly dealing with parking issues and wrecked vehicles parked on the property and on the road, again in 1999 concerns about the use as a body shop and wrecked vehicles, again in 2000 concerns about parking on the road and dust issues, again in May 2003 parking on the street, July 2003 as well concerning junk on property, Sept 2004 concerns about the type of use as a body Shop, 2005 creating dust and noise. August 2006 wrecked vehicles all over the property. The above are my comments.

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

08/21/09

6(6)(a)

Pat Schinners

From: Don McConnell
Sent: August 18, 2009 9:09 AM
To: Peter Tonazzo; Pat Schinners
Subject: FW: 312 Alexandra.doc

From: Larry Girardi
Sent: August 18, 2009 8:05 AM
To: Don McConnell
Subject: 312 Alexandra.doc

RE: Application No. A-21-09-Z

Don McConnell
Planning Director

RE: Application No. A-21-09-Z

Subject: request for an amendment to the zoning by-law.

Applicant: Cecil Mah

Subject Property: 312 Alexandra Street

Staff from Public Works and Transportation has reviewed this request for rezoning and has these concerns.

Past history shows that when this property was used as a Mechanical Repair Shop there were several complaints of vehicles related to the business parked on the city streets for long periods of time. This caused problems for traffic and snow removal.

We can agree with the proposed use of the property as a Taxi Yard only if it was stated that there should be no business related offsite parking allowed.

If you have any questions do not hesitate to contact me at 759-5206.

Yours truly,

Larry Girardi
Deputy Commissioner
Public Works and Transportation

08/18/09



6(6)(a)

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

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

August 25, 2008

VIA FAX 541-7165

Conservation Authority Comments:

Application # **A-21-09-Z**
Cecil Mah
312 Alexandra Street
Sault Ste. Marie

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

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

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.

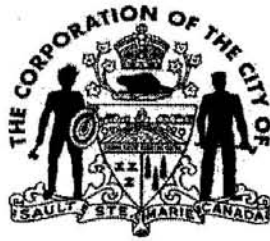
Sincerely,

Marlene McKinnon
GIS Specialist

Fire Chief Marcel Provenzano

Division Heads:

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



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

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



August 13, 2009

MEMORANDUM

TO: Donald McConnell, Planning Director

**RE: Application No. A-21-09-Z
312 Alexandra Street**

With respect to the above-noted application, Fire Services wishes to make the following comment.

A review of our files indicates that we have received several neighbourhood complaints dating back to 2006 concerning "unconfirmed" painting of vehicles in this shop which it is not approved for.

Should you have any further questions or concerns, please contact our Fire Prevention and Public Education office at 949-3377.

Paul Milosevich – Assistant Fire Chief – Fire Prevention
Sault Ste. Marie Fire Services

PM/ks



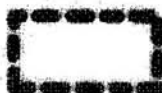
2008 ORTHO PHOTO

APPLICATION A-21-09-Z

312 Alexandra Street



Subject Property



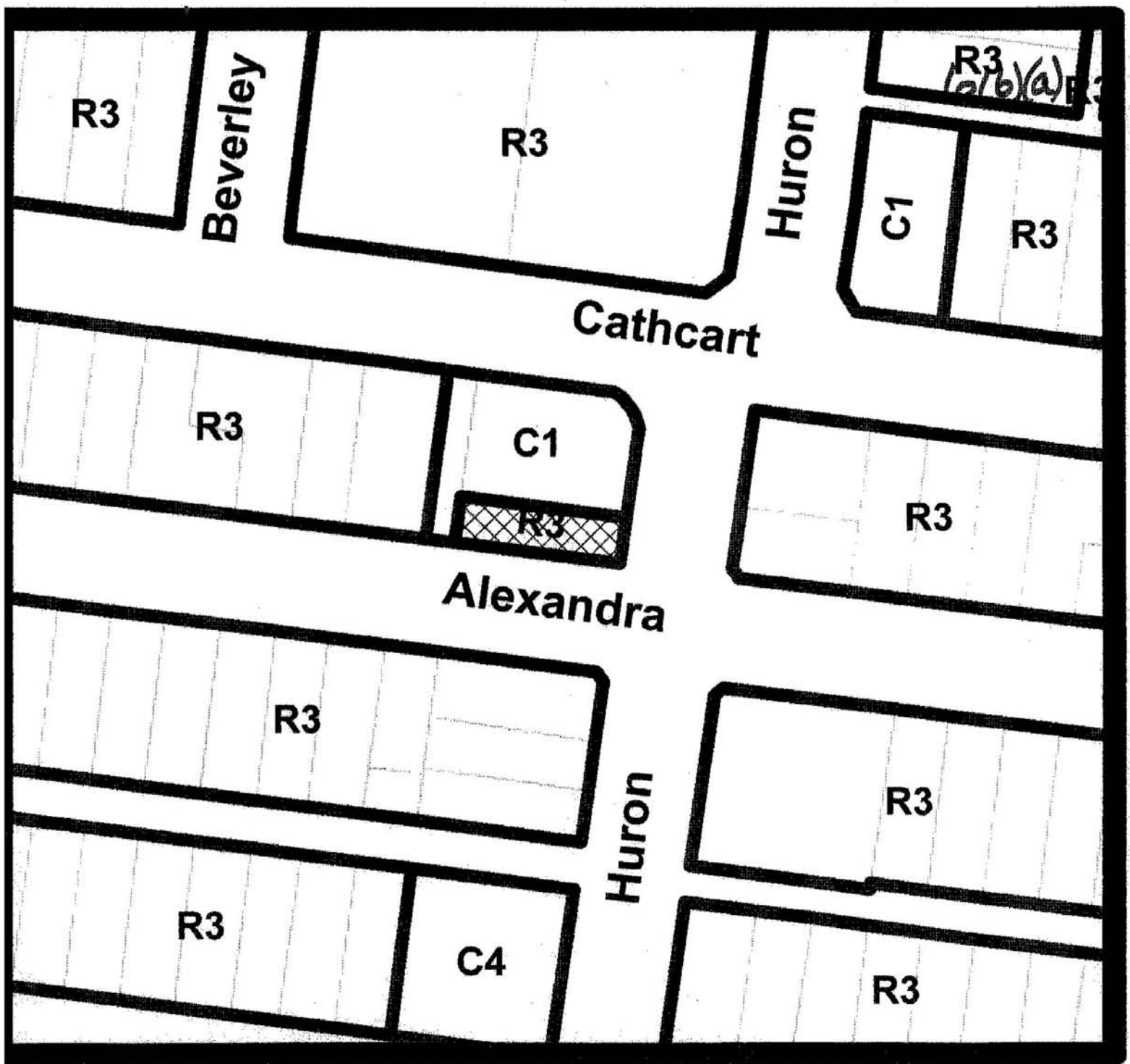
Subject Property



Metric Scale
1 : 1000

Maps
16 & 1-27

Mail Label
A21-09



EXISTING ZONING MAP

APPLICATION A-21-09-Z
312 Alexandra Street

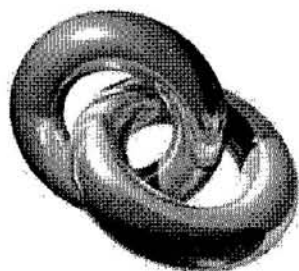
-  Subject Property - 312 Alexandra Street
-  C1 - Traditional Commercial Zone
-  C4 - General Commercial Zone
-  R3 - Low Density Residential Zone

Metric Scale
1 : 1000



Maps
16 & 1-27

Mail Label
A21-09



SAULT STE. MARIE
INNOVATION
CENTRE

Community Geomatics Centre

**Report on Youth Crime in Sault Ste. Marie
2006 - 2008**

Date: September 4, 2009

Sault Ste. Marie Innovation Centre
65 Willow Ave.
Sault Ste. Marie, Ontario
P6B 5B1

REVISION HISTORY

Version/ Release	Date	Description of Revisions
0.1	May 13 th , 2009	Initial Creation of Document, Kristen Hoffman (KH)
0.2	May 26 th , 2009	Revisions, (KH)
0.3	August 11 th , 2009	Revisions, (KH)
0.4	August 14 th , 2009	Revisions, (KH)
0.5	August 17 th , 2009	Revisions, (KH)
0.6	August 18 th , 2009	Revisions, Chris Sambol (CS)
0.7	August 19 th , 2009	Revisions, (KH)
1.0	August 21 st , 2009	Revisions, Paul Beach (PB), CS, KH
1.1	August 27 th , 2009	Revisions, (KH)
1.2	September 1 st , 2009	Revisions, (KH)
1.3	September 3 rd , 2009	Revisions, (CS)
1.4	September 4 th , 2009	Revisions, (CS)

Acknowledgements

This report was created by Kristen Hoffman and Chris Sambol of the Sault Ste. Marie Innovation Centre's Community Geomatics Centre. The youth crime project was spearheaded by City Council through the Youth Crime Committee of Council, which includes Councillors Bryan Hayes, Pat Mick, James Caicco and Frank Fata. A special thanks goes out to the Sault Ste. Marie Police Service, especially the Youth Criminal Justice Act Liaison Kerry Scott, Inspector Dave O'Dell, Inspector Steve Davey and Chief Robert Davies. Without their help and support, this project would not have been possible. A number of community organisations played a key role in this project. These organisations include the Algoma District School Board, the John Howard Society, the City of Sault Ste. Marie Commissioner of Social Services, the YMCA, the United Way of Sault Ste. Marie, the Sault Youth Association, the Ministry of Children and Youth Services, the Huron-Superior Catholic District School Board, the Garden River Wellness Centre, District of Sault Ste. Marie Social Services Administration Board and the Sault Ste. Marie Housing Corporation. We would like to sincerely thank all of the individuals and organisations listed above for their time and efforts in helping the youth in our community.

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Introduction

In the fall of 2008, the results of the 2007 Sault Ste. Marie Municipal Performance Measurement Program were presented to City Council. Council cited the alarming increase in youth crime as a serious problem requiring immediate attention. The report noted a 28.9% increase in youth offenders from 2006 to 2007 with 946 youth involved in criminal activity in 2006 and 1,219 youth in 2007. The report also indicated that the number of youth involved in criminal instances per 1,000 youth was significantly higher in Sault Ste. Marie than the average for other northern municipalities (see Appendix A). As a result, City Council formed the Youth Crime Committee of Council to better understand what was happening within the community and why.

The Youth Crime Committee of Council requested that the Sault Ste. Marie Police Service and the Sault Ste. Marie Innovation Centre's Community Geomatics Centre (CGC) work together to assist the Committee in its efforts. The Committee decided a thorough analysis of Sault Ste. Marie Police Service youth crime data was its first priority. As noted in the Municipal Performance Report, the Sault Ste. Marie Police Service does not keep detailed statistics on the number of youth charged. Many youth were diverted into alternative programs; therefore the statistics reflected a youth involvement rate and not charges. Based on this information, the CGC was asked to assist by collecting and analysing available data from Sault Ste. Marie Police Service and other groups involved in alternative programs for youth crime and youth violence.

Sault Ste. Marie is not alone when it comes to concerns relating to youth crime and youth violence. In fact, the province of Ontario also identified youth crime and youth violence as a high priority. In 2007 Premier Dalton McGuinty announced the appointment of former Chief Justice and Attorney General Roy McMurtry and former Speaker of the Legislature Alvin Curling to conduct a \$2 million dollar study of the Roots of Youth Violence. On November 14, 2008, the review of the report concluded that "Ontario can reduce violence involving youth by adopting a more coordinated, more comprehensive and more community-focused approach"¹. The report outlines some of the causes related to youth violence, as well as the "need[s] to focus on addressing the roots [of violence] where they are the most entrenched and damaging: in neighbourhoods characterized by high concentrations of poverty"². It was very timely that the City of Sault Ste. Marie conducted a community-wide review of youth crime data to better understand the challenges we face.

¹ Cowan, Jim. "News - Review of the Roots of Youth Violence". 14 November, 2008: 1.

² Curling, Dr. Alvin and Hon. Roy McMurtry. The Review of the Roots of Youth Violence. Toronto: ServiceOntario Publications, 2008.

The Difference in Reporting

The Youth Crime Committee of Council was formed due to a perceived 28.9% increase in youth offenders reported in the Municipal Performance Measurement Program (MPMP) report in 2008 (see Appendix A). These numbers came from the Sault Ste. Marie Police Service (SSMPS) Annual Report. The reasons why these numbers do not align with the numbers in this report are as follows.

- 1) The MPMP report excluded Drug Crimes for reasons unknown.
- 2) The SSMPS Annual Report numbers include all types of crime. For a list of the types of crime included in this report, please refer to Appendix I.
- 3) The SSMPS Annual Report includes multiple charges. This means that if an individual was charged with more than one count of crime, each count will be added to the total; therefore the MPMP report is a summary of crimes, not offenders.
- 4) Suspects are also included in the SSMPS Annual Report. These individuals may have been innocent. Only charged persons were included in this report.

Methodology

Data Collection and Conversion

The data collection stage of the project involved meeting with the Sault Ste. Marie Police Service (SSMPS) to determine what information was necessary and how to obtain it. Three years of data were collected to gain insight into the perceived youth crime problem in Sault Ste. Marie. SSMPS's data managers in Orillia were asked to extract all of the youth crime occurrences in Sault Ste. Marie from the provincial OPTIC system for the last three years (2006 to 2008); which turned out to be the first request for a data extract from OPTIC in Ontario.

Upon learning of how the OPTIC system's information is stored, it was determined that there were some data modifications required to conduct the analysis the Committee requested. For example, the OPTIC system's data extract did not contain a Unique ID, which was necessary and later created by the CGC to allow for the detailed analysis presented within this report. The data also required additional conversion into a standard format compatible with the Geographic Information System (GIS) used by the CGC.

Additional spatial data was collected and organised, including Statistics Canada Census data (2006) and Sault Ste. Marie base data, to assist with the analysis. The Census data was geographically analysed with respect to youth crime involvement in an attempt to determine whether socioeconomic or other demographic factors contributed to youth crime involvement.

The youth crime data was transferred into the GIS through a geocoding process. This process involved data scrubbing, linking the data to a geographic location (geocoding) and matching the unmatched postal code records. Once the data was geocoded by postal code, it was generalized to the Statistics Canada Census Dissemination Areas (DAs) to ensure complete privacy regarding the data. A DA is defined as the smallest standard geographic area for which all Census data is reported, with an approximate population size of between 400 and 700 people³. By using dissemination areas, the CGC added additional value to the analysis by drawing on the wealth of data collected by Statistics Canada.

³ Statistics Canada 2006 Census Dictionary

Mapping

Once the data was generalized to DA boundaries, maps were made for a visual analysis of youth crime in Sault Ste. Marie. A total of 82 maps were made, including maps of base data, socioeconomic factors that may contribute to youth crime, youth crime occurrences and offenders, types of youth crime and changes in youth crime.

Base Maps

Base maps were created for Sault Ste. Marie to show where the shopping centres, convenience stores, schools and parks are located throughout the city. These locations may attract certain types of crime and can help to explain some of the high levels of crime in certain areas (see Appendices B and C).

Census maps

Maps showing Statistics Canada Census data for Sault Ste. Marie were created to compare areas of low income, lone parent families, and low education levels with the areas of the City most affected by crime. These maps give insight into why youth in these neighbourhoods are committing crime, as well as what types of services can be implemented to reduce crime (see Appendix D).

Youth crime as a percent of total youth crime per year, total for all 3 years, by offender and occurrence location

This stage involved mapping the crime that was committed by youth as a percent of total youth crime per DA in 2006, 2007, 2008 and 2006 – 2008. This shows where the majority of youth crime was committed within Sault Ste. Marie and where the offenders originated (see Appendices E and F).

Types of youth crime committed by year, total for all 3 years, by offender and occurrence location

This mapping involved a closer look at seven different categories of youth crime (assaults, break and enters, drug offences, mischief, robberies, thefts and thefts of a motor vehicle) for 2006, 2007, 2008 and 2006 – 2008 by the offender's DA who committed the crime and by the DA where the crime was committed.

Change in youth crime by year, total for all 3 years, by offender and occurrence location

These maps illustrate where youth crime increased and decreased within the community. These maps can be used to determine where services should be implemented to reduce youth involvement in crime (see Appendices G and H).

Once the maps were complete, they were presented to the Youth Crime Committee of Council and the Sault Ste. Marie Police Service. With their approval, presentations were made to a number of community organisations including:

- Algoma District School Board
- John Howard Society
- City of SSM Commissioner of Social Services
- YMCA
- United Way of SSM
- Sault Youth Association
- Ministry of Children and Youth Services
- Huron-Superior Catholic District School Board
- Garden River Wellness Centre
- District of Sault Ste. Marie Social Services Administration Board
- Sault Ste. Marie Housing Corporation

These community organisations provided their insight into the issue of youth crime as well as recommendations for the Youth Crime Committee of Council (see Page 18).

Results

The results of this project include information on the percentage of total youth involved in crime in Sault Ste. Marie, Rankin Reserve and Garden River First Nation*, the numbers of youth crime occurrences and offenders per year, increases and decreases in the types of crime and a collection of maps outlining different aspects of youth crime in Sault Ste. Marie. If this project is updated on an annual basis it may be the most comprehensive study of youth crime within a municipality in Ontario, setting Sault Ste. Marie as the standard for youth crime reporting.

*Percentage of youth involved in crime includes the percentage of youth in Rankin Reserve, Garden River First Nation and Sault Ste. Marie involved in crime in Sault Ste. Marie. Offences that took place in Rankin Reserve and Garden River First Nation were not included in this project.

Youth Involved in Crime

In 2006, there were approximately 6,065 youth in Sault Ste. Marie, Rankin Reserve and Garden River First Nation combined. The total percentage of youth involved in crime on an annual basis ranged between 5.19% and 5.74% from 2006 to 2008 (see Fig. 1).

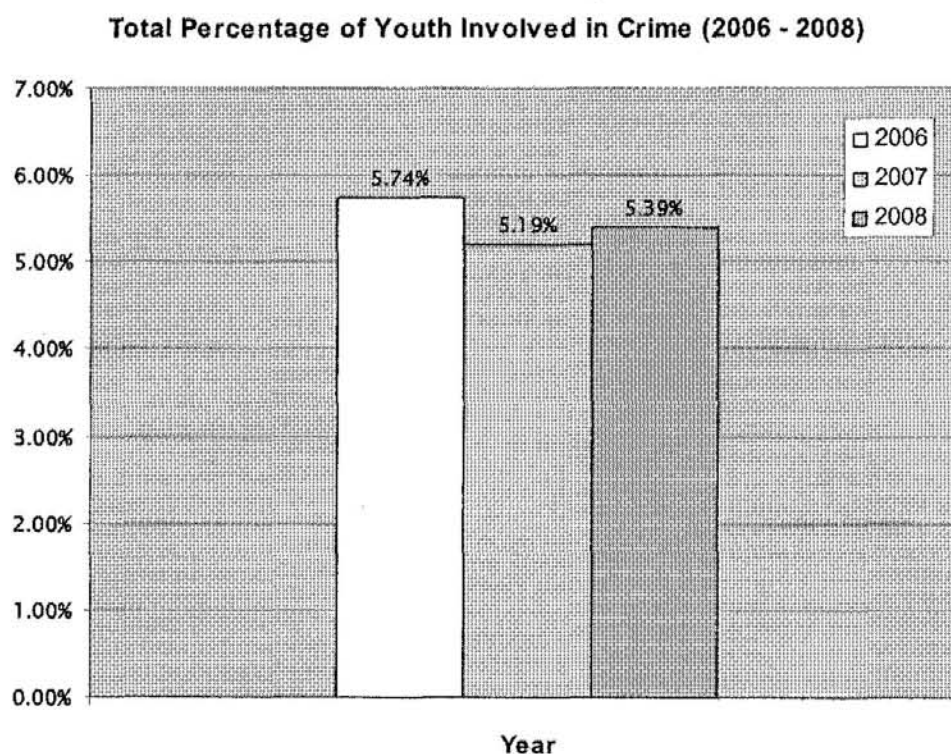


Figure 1 – Percentage of Youth Involved in Crime*

In 2006, 348 youth (5.74%) from Sault Ste. Marie, Rankin Reserve and Garden River First Nation were involved in crime in Sault Ste. Marie (see Table 1). These youth contributed to 410 crimes that year. In 2007, youth occurrences increased by 11%, bringing the total occurrences to 456 that year. Youth offenders decreased by 9% for a total of 315 youth offenders (5.19% of youth). In 2008, the occurrences decreased but the number of offenders increased. The occurrences for 2008 totalled 382, a 16% decrease since 2007 and a 7% decrease since 2006. There were 327 youth offenders (5.39% of youth), a 4% increase since 2007 and a 6% decrease since 2006. These numbers conclude that since 2006, both offenders and occurrences have decreased slightly, but there is not enough data collected to determine any trends. Future

*Percentage of youth involved in crime includes the percentage of youth in Rankin Reserve, Garden River First Nation and Sault Ste. Marie involved in crime in Sault Ste. Marie. Offences that took place in Rankin Reserve and Garden River First Nation were not included in this project.

increases in youth crime can be easily identified if this data is recorded on an annual basis (see Fig. 2).

Table 1 – Numbers of Youth Crime Occurrences and Offenders by Year

2006

Total Youth Crime Occurrences (12 – 17 years of age)	410
Total Youth Offenders (12 – 17 years of age)	348
Percent of Total Youth	5.74%

2007

Total Youth Crime Occurrences (12 – 17 years of age)	456
Percent Change in Youth Crime Occurrences since 2006	11% increase
Total Youth Offenders (12 – 17 years of age)	315
Percent of Total Youth	5.19%
Percent Change in Youth Offenders since 2006	9% decrease

2008

Total Youth Crime Occurrences (12 – 17 years of age)	382
Percent Change in Youth Crime Occurrences since 2007	16% decrease
Percent Change in Youth Crime Occurrences since 2006	7% decrease
Total Youth Offenders (12 – 17 years of age)	327
Percent of Total Youth	5.39%
Percent Change in Youth Offenders since 2007	4% increase
Percent Change in Youth Offenders since 2006	6% decrease

Note:

- 1) Youth Crime Occurrences were calculated by dissolving the data based on the Occurrence File Number so duplicate records would be eliminated.
- 2) Offenders were dissolved based on the creation of a unique ID field which allowed duplicate records to be eliminated.

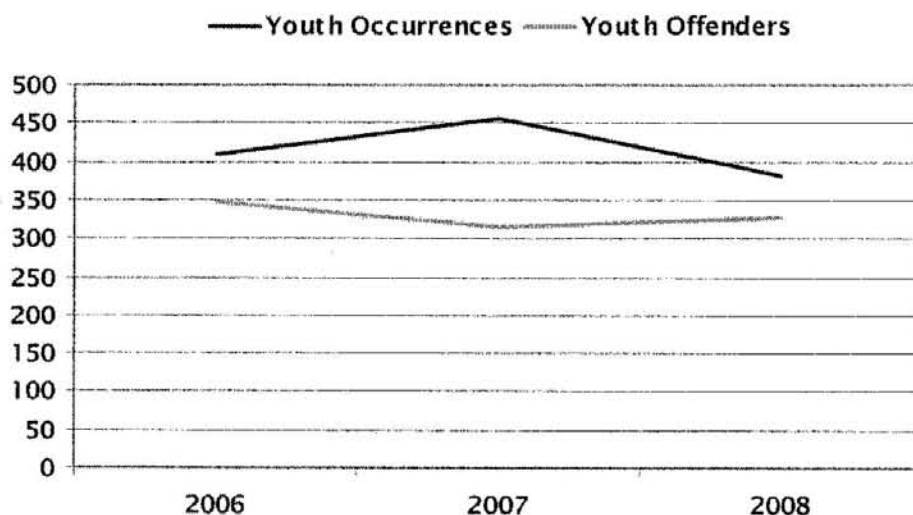


Figure 2 – Youth Occurrences and Offenders

The types of crime included in the analysis (see Appendix I) were explored further to note any increases and decreases from year to year. The number of assault, break and enter, possession of stolen property and stolen vehicle occurrences increased in 2007, but decreased in 2008. Drug offences, mischief and shoplifting occurrences have continually increased since 2006, where robberies, thefts and threats have continually decreased (see Table 2, Appendix J). There were not enough years of data analysed to draw any trends; however, if this process is completed on an annual basis, types of crimes that become problematic will be evident and easily identifiable.

Table 2 – Individual Youth Crime Occurrences by Type of Crime

Crime	2006	2007	2008
*Assault	94	103	64
*Sexual Assault	8	6	4
Break and Enter	20	41	14
Disturb the Peace	1	1	4
Drug Offences	36	35	51
Fraud	5	5	3
Harassment	7	2	2
Impaired/Over80	2	2	2
Indecent Acts	0	1	0
Mischief	37	59	61
Possession Stolen Property	21	27	19
*Robbery	15	10	4
Suspicious Person	1	1	2
Theft	61	39	28
Stolen Vehicle	12	22	11
Shoplifting	64	77	78
Threats	19	17	10
Trespass by Night	0	0	3
Trespass to Property Act	1	0	3
Trouble with Youth	0	0	8
Unlawfully at Large	1	1	3
Warrants	1	2	1
*Weapons	4	4	6

* Violent Crimes

	Increase in Occurrences
	Increase in 2007 Occurrences
	Decrease in Occurrences
	Less than 10 Occurrences per Year

Crime numbers are based on Occurrence File Number

The following is a list of maps generated in the analyses. The CGC created and delivered a total of 82 maps to the Youth Crime Committee of Council. These maps were used to analyse areas of higher crime in Sault Ste. Marie and to draw correlations between youth crime and socioeconomic factors.

Base Maps for Sault Ste. Marie

When looking at maps of occurrence locations, these maps (see Table 3) can be referenced to see if there is a correlation between certain types of crime and the location of shopping centres, convenience stores, schools and parks. The strongest correlation showed that drug offences were concentrated around the secondary schools throughout the city. This may be due to a higher police presence in schools in the past few years or because more youth were bringing drugs to school; either way we know there are drugs in schools, which is a problem.

Table 3 – Sault Ste. Marie Base Maps

Title	Description
Major Shopping Centres and Convenience Stores in Sault Ste. Marie	Shows the location of shopping centres and convenience stores, where mischief, thefts and robberies may be likely to occur.
Schools and Parks in Sault Ste. Marie	Shows the location of schools and parks throughout the city where drug offences, mischief and assaults may be likely to occur.

Census Maps for Socioeconomic Comparisons

Census maps (see Table 4) were generated showing different socioeconomic factors to gain insight into the demographics of the areas in Sault Ste. Marie with high levels of youth crime. It was noted that many areas of Sault Ste. Marie with high numbers of youth offenders also experienced low income and unemployment.

Table 4 – Census Maps

Title	Description
Low Income Cut-Offs (LICO) in Sault Ste. Marie, 2006	The number of families living below the LICO per DA.
Median Income in Sault Ste. Marie, 2006	The median income per DA.
Unemployment in Sault Ste. Marie, 2006	The unemployment rate per DA.
Lone Parents in Sault Ste. Marie, 2006	The number of lone parent families per DA.
Mobility in Sault Ste. Marie, 2006	The number of residents with a different address than 5 years ago by DA.
Youth in Sault Ste. Marie, 2006	The number of youth between 12 and 17 years of age by DA.

Youth Crime Occurrences

Youth crime occurrences were mapped (see Table 5, Appendix E) by DA to show where the highest levels of youth crime took place throughout the city. When compared to the socioeconomic maps generated using Statistics Canada Census data, a relationship is seen between DAs with high levels of youth crime and DAs with low income and high unemployment rates. This may mean that youth offenders who originated in low income neighbourhoods possibly committed crimes close to home. The DA containing Alexander Henry Secondary School and the Zellers Plaza on Northern Avenue was prominently illustrated on these maps. DAs containing other schools and shopping centres, especially the Cambrian and Station Malls were also highlighted. This may be due to the concentration of assaults and drug offences committed at schools, and possible mischief and shoplifting offences committed at shopping centres.

Table 5 – Youth Crime Occurrence Maps

Title	Description
Youth Crime in Sault Ste. Marie, 2006	The number of youth crime occurrences per DA as a percent of total youth crime occurrences in Sault Ste. Marie.
Youth Crime in Sault Ste. Marie, 2007	
Youth Crime in Sault Ste. Marie, 2008	
Youth Crime in Sault Ste. Marie, 2006 - 2008	

Youth Offenders

Youth offenders were mapped (see Table 6, Appendix F) to DA to show where the highest numbers of youth offenders resided in Sault Ste. Marie. When compared to the socioeconomic maps generated using Statistics Canada Census data, many areas in Sault Ste. Marie with high numbers of youth offenders also had low income levels and high unemployment rates.

Table 6 – Youth Offender Maps

Title	Description
Youth Crime in Sault Ste. Marie, 2006	The number of youth offenders per DA as a percent of total youth offenders in Sault Ste. Marie.
Youth Crime in Sault Ste. Marie, 2007	
Youth Crime in Sault Ste. Marie, 2008	
Youth Crime in Sault Ste. Marie, 2006 - 2008	

Types of Crime by Offender and Occurrence Locations

Seven types of crime were analysed (see Table 7), including assaults, break and enters, drug offences, mischief, robberies, thefts, and thefts of a motor vehicle. An in-depth analysis was conducted because substantial numbers of these crimes were committed and they were of high interest to the police and the Committee. Some subtypes of these crimes are more serious than others (for example, aggravated assault, drug trafficking, etc.); however, the sample sizes of these crime subtypes were too small to analyse. This means that trafficking cocaine and possession of a small amount of marijuana were treated the same in this analysis. Assaults and drug offences had a strong tie to the DAs in which the secondary schools are located. This means that these crimes were most likely committed at school. Over the past few years, police presence has increased in secondary schools leading to a higher volume of charges for crimes committed at school.

There were two maps created for each of these topics, one showing the location of the crime by DA and one showing the location of the offender by DA.

Table 7 – Types of Crime Maps

Title	Description
Youth Crime by Type in Sault Ste. Marie – Assaults, 2006	The number of assaults committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Assaults, 2007	
Youth Crime by Type in Sault Ste. Marie – Assaults, 2008	
Youth Crime by Type in Sault Ste. Marie – Assaults, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Break and Enters, 2006	The number of break and enters committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Break and Enters, 2007	
Youth Crime by Type in Sault Ste. Marie – Break and Enters, 2008	
Youth Crime by Type in Sault Ste. Marie – Break and Enters, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Drug Offences, 2006	The number of drug offences committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Drug Offences, 2007	
Youth Crime by Type in Sault Ste. Marie – Drug Offences, 2008	
Youth Crime by Type in Sault Ste. Marie –	

Drug Offences, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Mischief, 2006	The occurrences of mischief committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Mischief, 2007	
Youth Crime by Type in Sault Ste. Marie – Mischief, 2008	
Youth Crime by Type in Sault Ste. Marie – Mischief, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Robbery, 2006	The number of robberies committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Robbery, 2007	
Youth Crime by Type in Sault Ste. Marie – Robbery, 2008	
Youth Crime by Type in Sault Ste. Marie – Robbery, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Theft, 2006	The number of thefts committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Theft, 2007	
Youth Crime by Type in Sault Ste. Marie – Theft, 2008	
Youth Crime by Type in Sault Ste. Marie – Theft, 2006 – 2008	
Youth Crime by Type in Sault Ste. Marie – Theft of a Motor Vehicle, 2006	The number of thefts of a motor vehicle committed by youth per DA by occurrence and offender location.
Youth Crime by Type in Sault Ste. Marie – Theft of a Motor Vehicle, 2007	
Youth Crime by Type in Sault Ste. Marie – Theft of a Motor Vehicle, 2008	
Youth Crime by Type in Sault Ste. Marie – Theft of a Motor Vehicle, 2006 – 2008	

Difference in Youth Crime by Year

These maps (see Table 8, Appendices D and E) were created to show the change in the location of youth crime from one year to the next. Since only three years of data were analysed, no trends can be drawn from the analysis. If youth crime is continually mapped on an annual basis, these maps can be used in the future to show trends of increases and/or decreases in youth crime occurrences and offenders throughout the city.

There were two maps created for each of these topics, one showing the location of the crime by DA and one showing the location of the offender by DA.

Table 8 – Change in Youth Crime Maps

Title	Description
Change in Youth Crime from 2006 to 2007	The change in youth crime. Each DA is symbolized to show an increase, decrease or no change in crime.
Change in Youth Crime from 2007 to 2008	
Change in Youth Crime from 2006 to 2008	
Increase in Youth Crime from 2006 to 2008	The DAs in which crime has increased both from 2006 to 2007 and from 2007 to 2008.
Increase in Youth Crime and Offenders from 2006 to 2007*	The DAs in which both youth crime and offenders have increased.
Increase in Youth Crime and Offenders from 2007 to 2008*	

*Both occurrences and offenders are illustrated on one map.

Summary

- There was not a 28.9% increase in offenders from 2006 to 2007 as the Municipal Performance Report had stated (see Appendix A). In reality, there was a 9% decrease in the number of offenders and an increase of 11% in occurrences (an increase of 46 occurrences). See “The Difference in Reporting” on page 6 for further explanation.
- The amount of youth crime fluctuates from year to year. Youth crime increased in 2007, but decreased in 2008.
- The amount of youth crime was not extreme and was committed by few individuals. Crime was spread relatively evenly throughout the city. Just over 5% of youth in Sault Ste. Marie was involved in crime.
- Certain types of crime were concentrated near schools. This could have been due to the increase in policing in the schools over the past few years, or because youth spend most of their time at school.
- Youth crime was generally higher in low income neighbourhoods.
- Low income neighbourhoods generally have a slightly higher number of youth offenders.

Recommendations

The Sault Ste. Marie Innovation Centre's Community Geomatics Centre is not a social service organisation; however, we do work with a number of social service organisations and their data on a daily basis. From our experience working with social service data, we can make the following recommendations.

- 1) Youth crime will not disappear overnight. We need to have short term and long term solutions to help youth today and the youth of the future. This involves implementing preventative services for both youth and children.
- 2) It is anticipated that the schools will be involved in any programs centered on reducing youth crime.
- 3) Programs should align with the Provincial Youth Crime and Violence Initiative.
- 4) It may also be beneficial to set up recreational activities in low income neighbourhoods. In prior analyses done by the Community Geomatics Centre, these neighbourhoods have shown a much lower participation rate in sports and recreation. This may be due to a lack of transportation methods to travel to recreation centres.
- 5) Review the process of collecting and analysing crime data in the Municipal Performance Measuring Program Report.

The following are recommendations made by community organisations at the meetings held to discuss youth crime in July, 2009.

- 1) We need to find a way to pinpoint where the *high risk youth* are located in the city. Many instances of youth crime are one-time occurrences. We need to find where the re-offenders are so we can implement services to help them.
- 2) Youth should be included in developing a solution.
- 3) We need to find out where there are gaps in services throughout the community. We can take a proactive look at the gaps and overlay student achievement and socioeconomic factors.
- 4) Prevention and remediation are important and should be emphasized.
- 5) Participation in sports and recreation should be looked at. Community busses could provide the needed transportation to recreation centres to get youth from low income neighbourhoods involved. Programs could include school rink programs, community use of schools, etc.
- 6) Long term solutions need to be implemented. Services are also needed for children ages 0 to 6.
- 7) Networking with other organisations to develop a central database to track all social services in Sault Ste. Marie would be beneficial to address service gaps.

Next Steps

- 1) The Committee can go to the Government of Ontario for funding from the Youth Crime and Violence Initiative, which provides grants to police and community agency partnerships for programs to prevent and decrease youth crime.
- 2) The Committee can evaluate service programs, including gaps in services and duplication.
- 3) It would be beneficial for youth crime to be monitored on an annual basis to determine whether or not implemented programs are successful.

Conclusion

Youth Crime in Sault Ste. Marie is not on a steep incline, as the Municipal Performance Measurement Program Report had indicated. However, youth crime should be monitored on an annual basis. The goal of the Youth Crime Committee of Council is zero youth crime. In order to achieve this goal, short term and long term solutions need to be implemented. Measures need to be preventative, as well as remedial. Through the use of maps, a location-based approach can be implemented to target the neighbourhoods that are most in need of services. By evaluating existing community service programs, gaps can be identified and programs can be implemented in these neighbourhoods.

Through the efforts of the Youth Crime Committee of Council, the Sault Ste. Marie Police Service, the Sault Ste. Marie Innovation Centre's Community Geomatics Centre and all of the community organisations involved, Sault Ste. Marie is taking the first steps in controlling youth crime. The Report on Youth Crime in Sault Ste. Marie can set the standard in our community, as well as in communities across Ontario, to monitor youth crime and implement the necessary measures. It is anticipated that this report will lead to a constant decline in youth crime, benefitting both our youth and our community.

Company Background

The Sault Ste. Marie Innovation Centre - Community Geomatics Centre (CGC)

The Sault Ste. Marie Innovation Centre (SSMIC) formed the Community Geomatics Centre (CGC) in 1999 to develop a large scale multi-enterprise GIS solution for the City and the Public Utilities Commission (PUC) of Sault Ste. Marie.

In 1999, the CGC embraced the new ArcMap 8 technology as a beta tester for ESRI Canada and took full advantage of new object-oriented and mainstream IT enabled capabilities. Using ESRI's starter kits, SSMIC worked with Sault Ste. Marie municipal and utilities engineers for five years to create intelligent data models for water, wastewater, electric and transportation. These models contain all the features, attributes, symbology, relationships, domains and connectivity rules to represent complex municipal and utilities infrastructure systems. These models have been implemented in Sault Ste. Marie, several Northern Ontario communities and the Region of Halton.

The CGC has designed and implemented the most successful multi-enterprise GIS solution in Canada. With exceptional leadership and project management skills, the CGC pulled together a group of partners including the City and PUC Inc. of Sault Ste. Marie, Algoma Public Health, Economic Development Corporation, Fire, Police and Conservation Authority. Cost sharing, multi-enterprise licensing, data standards and data sharing agreements were negotiated. A central data warehouse of data and tools meets the needs of all of these organisations in a secure but flexible manner. Sharing data and costs has brought about new levels of cooperation between the partners, not just in the GIS world.

During the past five years, the CGC has expanded the municipal / utilities GIS solution in innovative ways to address health and social issues in Sault Ste. Marie. Using the established CGC GIS solution and the extremely comprehensive municipal dataset as background layers, health and social service agencies were approached to join the CGC partnership in an attempt to improve the overall health of the community. Problems tackled include: early childhood development, handicap accessibility, public safety and environmental health. Early results indicate improvements in public safety, reductions in municipal liabilities and more effective use of budgetary resources. There are now over fifty health and social service partners within the CGC partnership sharing GIS tools and data. The CGC is now unique in the world as a not for profit that promotes and establishes the partnerships and technological means to efficiently share geospatial data, tools and knowledge amongst community organisations to create a safer, healthier and more prosperous community.

Awards

- URISA 2009 Ontario Best Public Sector GIS Award
- ESRI Inc. 2008 Communication Award at GIS in Health Conference (Washington, D.C.)
- ESRI Inc. 2007 Special Achievement Award in GIS (SAG)
 - International Award (Category: Public Health & Human Services)
- URISA 2006 Leadership in the Field of GIS
- URISA 2006 Best Municipal GIS Award
- ESRI Canada 2006 Award of Excellence
 - For the SSMIC CGC's advancement of technology to support health and human services in the community
- URISA 2005 – Silver Award – GIS Leadership in Ontario
- SSM Police 2005 Award – Commitment to the Community
- URISA 2003 Best Municipal GIS Award
- ESRI Canada 2002 Business Partner Award

Designations

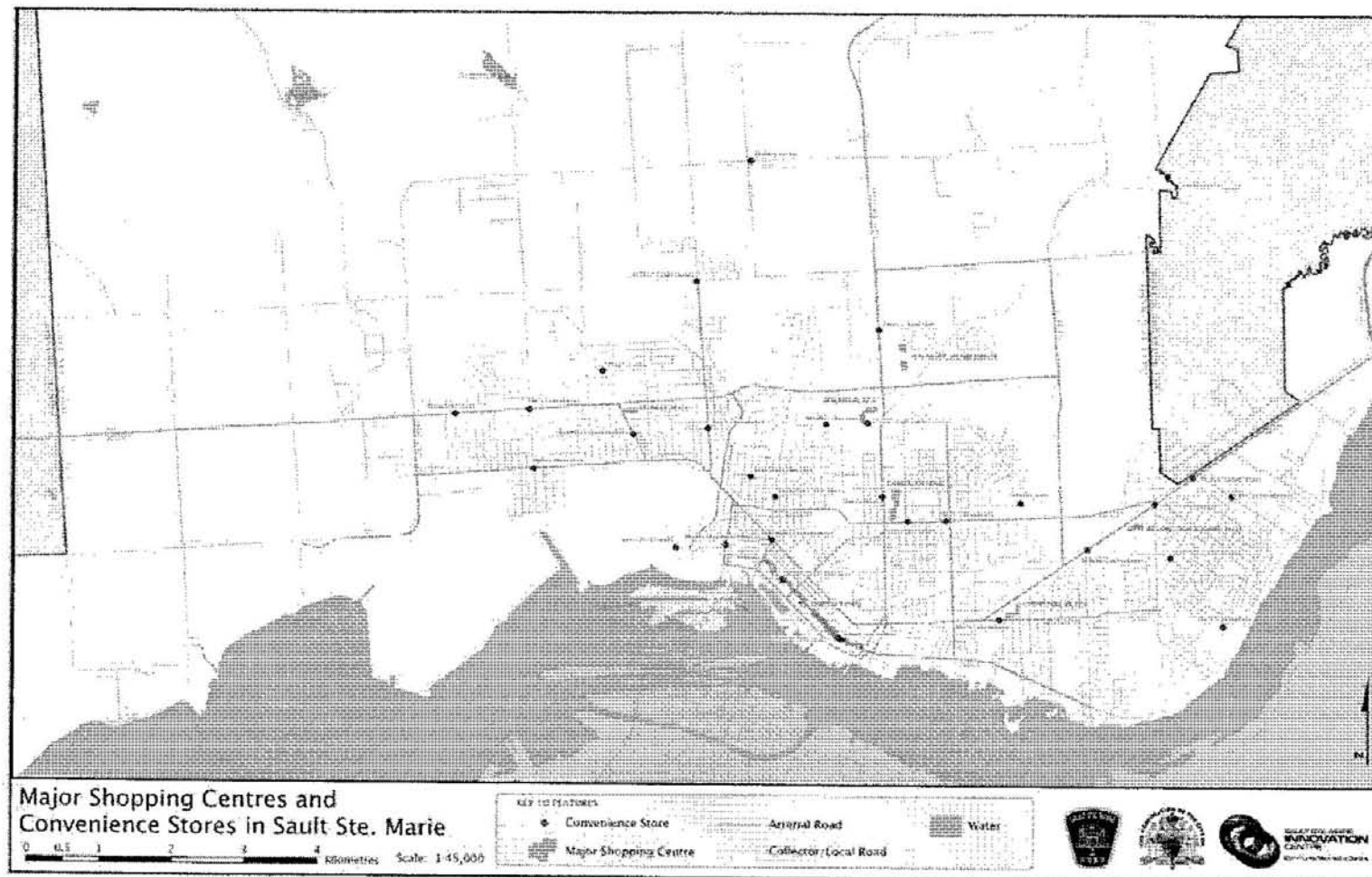
- ESRI Canada 2008 states that SSMIC is leading the world in health geomatics
- ESRI Canada 2008 designates SSMIC as the first to create a holistic approach to community GIS
- NGenera lists the Sault Community Geomatics Centre as the best example in North America of leveraging public data for public good (2008)
- Stated by the Urban Institute of Canada as the first real “Information Utility” (2006)
- ESRI Canada 2003 – Designated Most Comprehensive GIS Dataset in Canada

Appendices

Appendix A – Municipal Performance Measurement Program, Youth Crime Rate

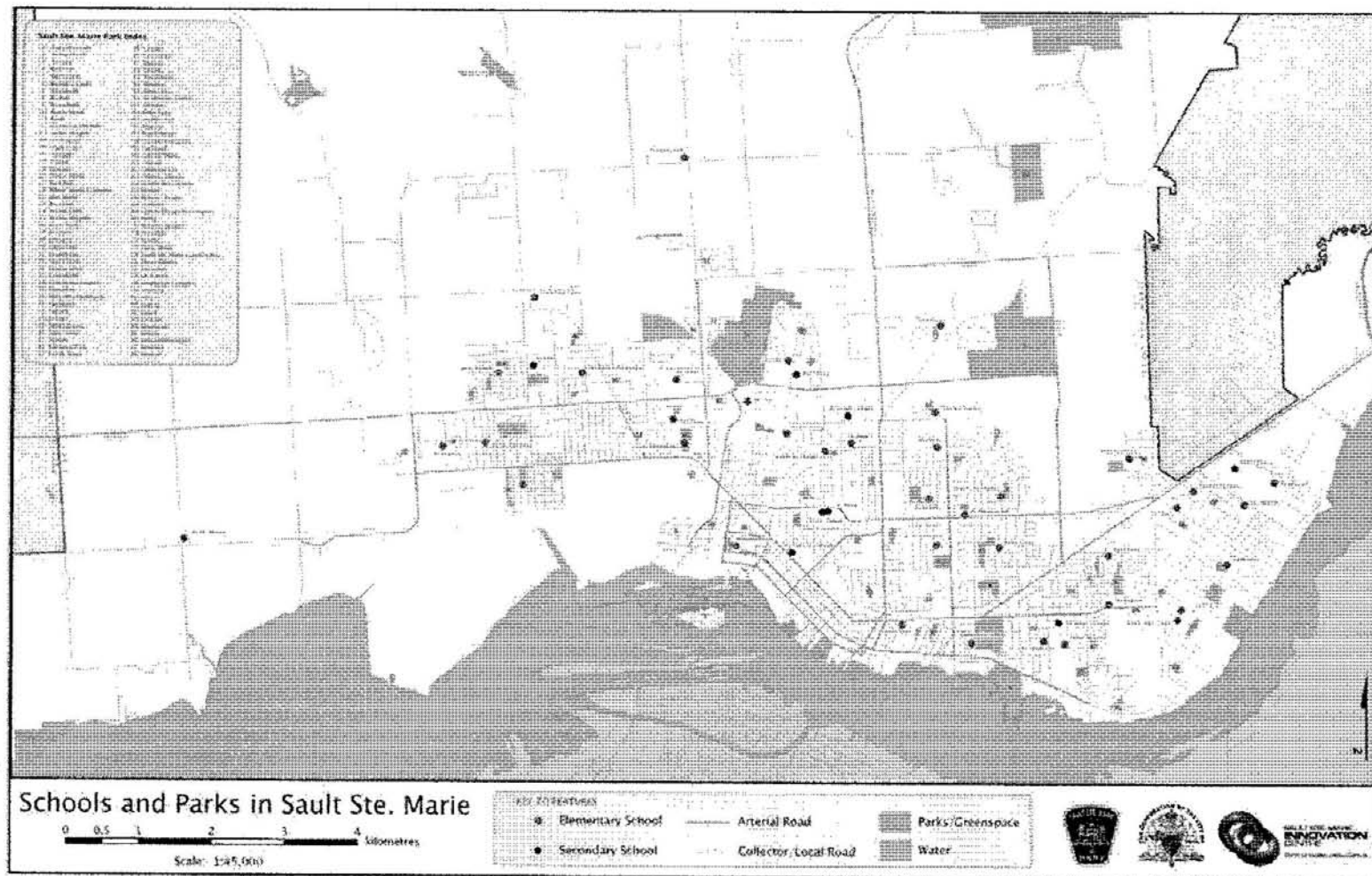
CITY OF SAULT STE. MARIE Municipal Performance Measurement Program • 2007 RESULTS				
3.5 YOUTH CRIME RATE - EFFECTIVENESS				
2007	2006	2005	2004	2003
204.4	152.1	184.7	166.6	157.4
Effectiveness Measure Youth crime rate per 1,000 youths..**				
Objective Safe Communities.				
Notes Youths are defined as persons aged 12-17 years of age. In 2007, 1,219 youths were involved in criminal instances (2006 – 946), an increase of 28.9%. ** Sault Ste. Marie Police Services does not keep statistics on the number of youths charged. Many youth are diverted into alternative programs. Therefore the statistics reflect a youth involvement rate and not charges. The number of youths involved in criminal instances per 1000 youths is significantly higher than average for Northern Municipalities. See the appendix for further details.				
The formula for youth crime was changed in 2005 to include youths who receive pre-charge resolutions such as warnings and cautions.				

Appendix B – Shopping Centres and Convenience Stores

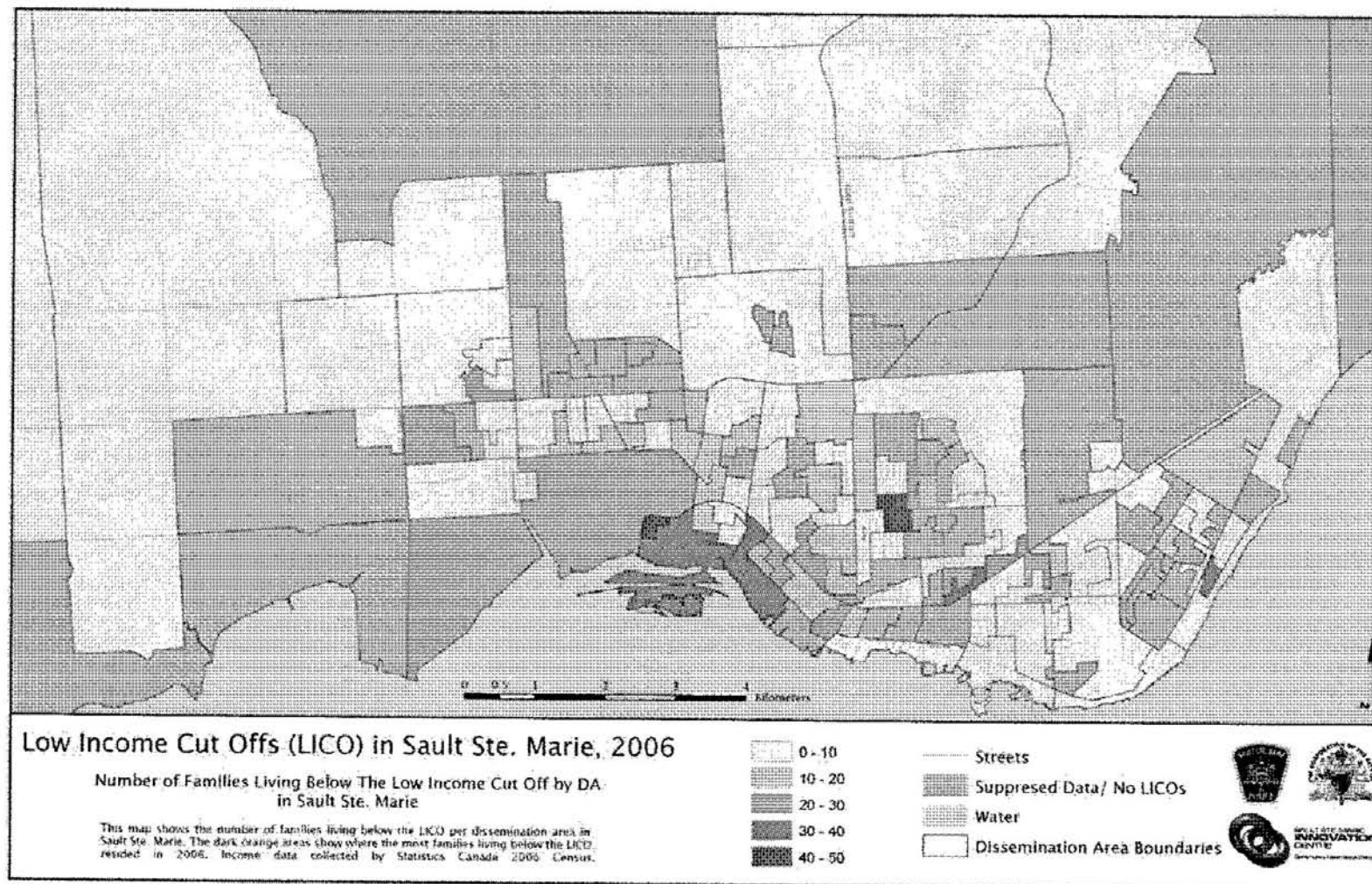


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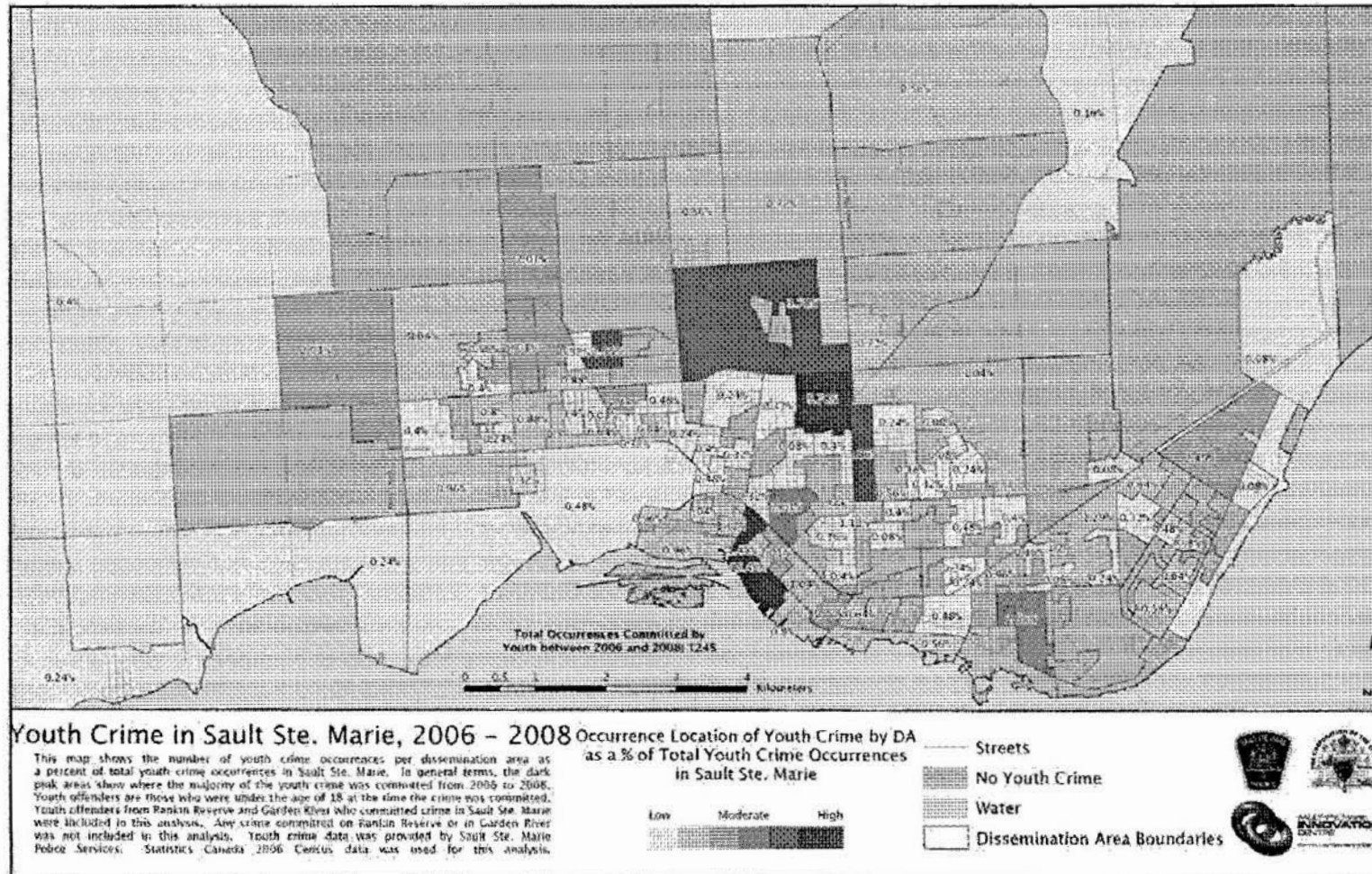
Appendix C – Schools and Parks



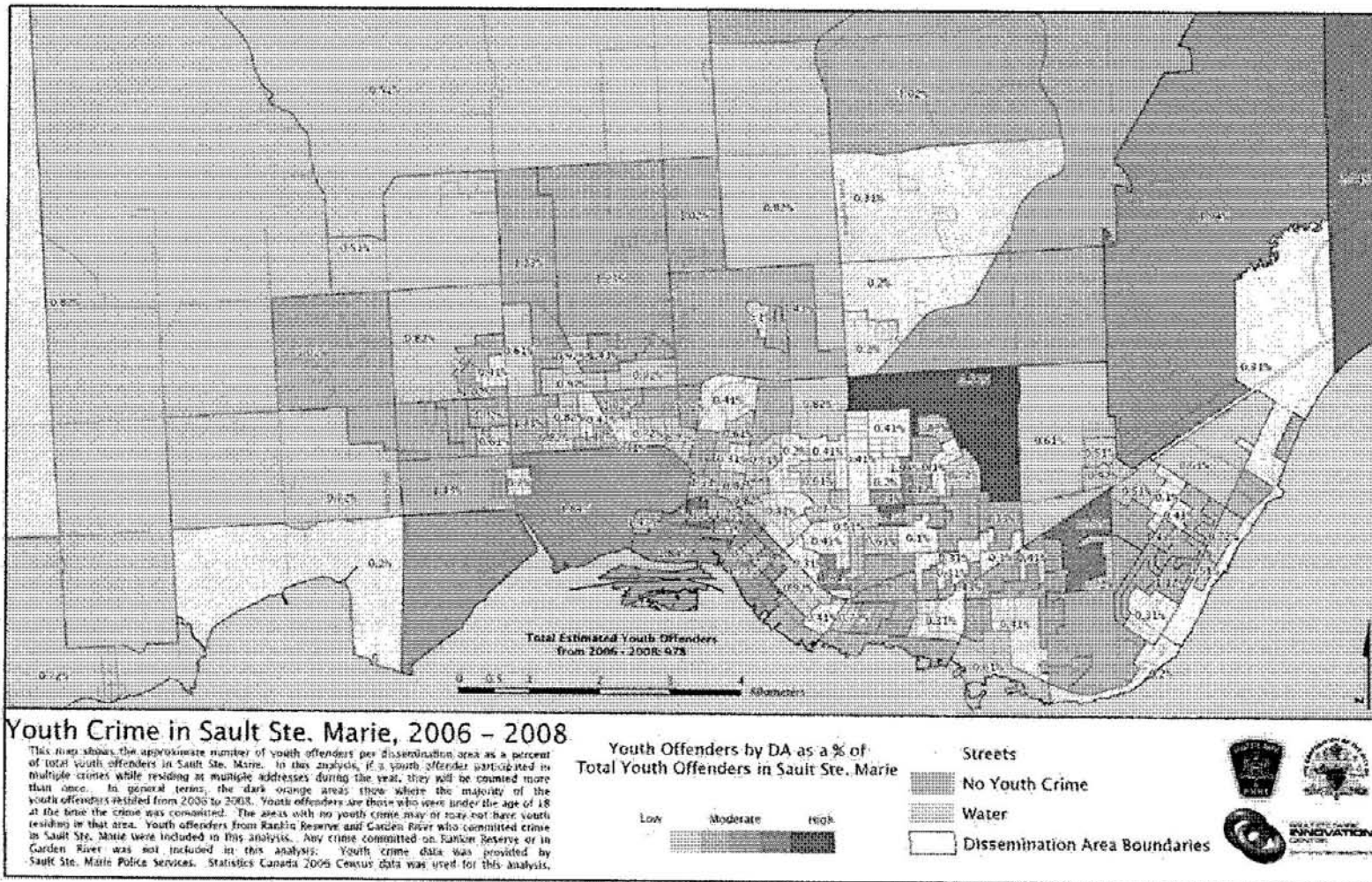
Appendix D – Low Income Cut-Off



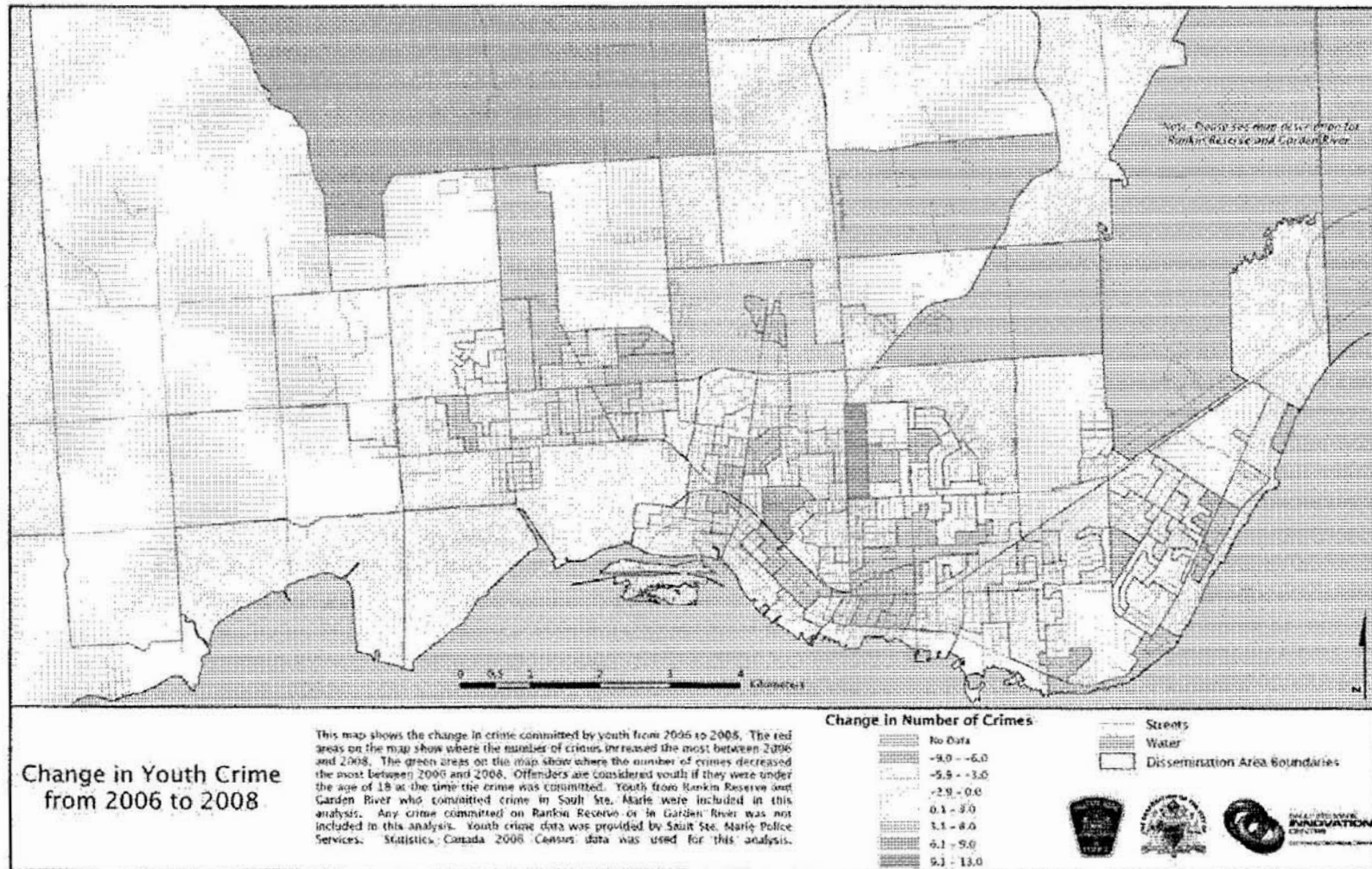
Appendix E – Youth Crime Occurrences, 2006 – 2008



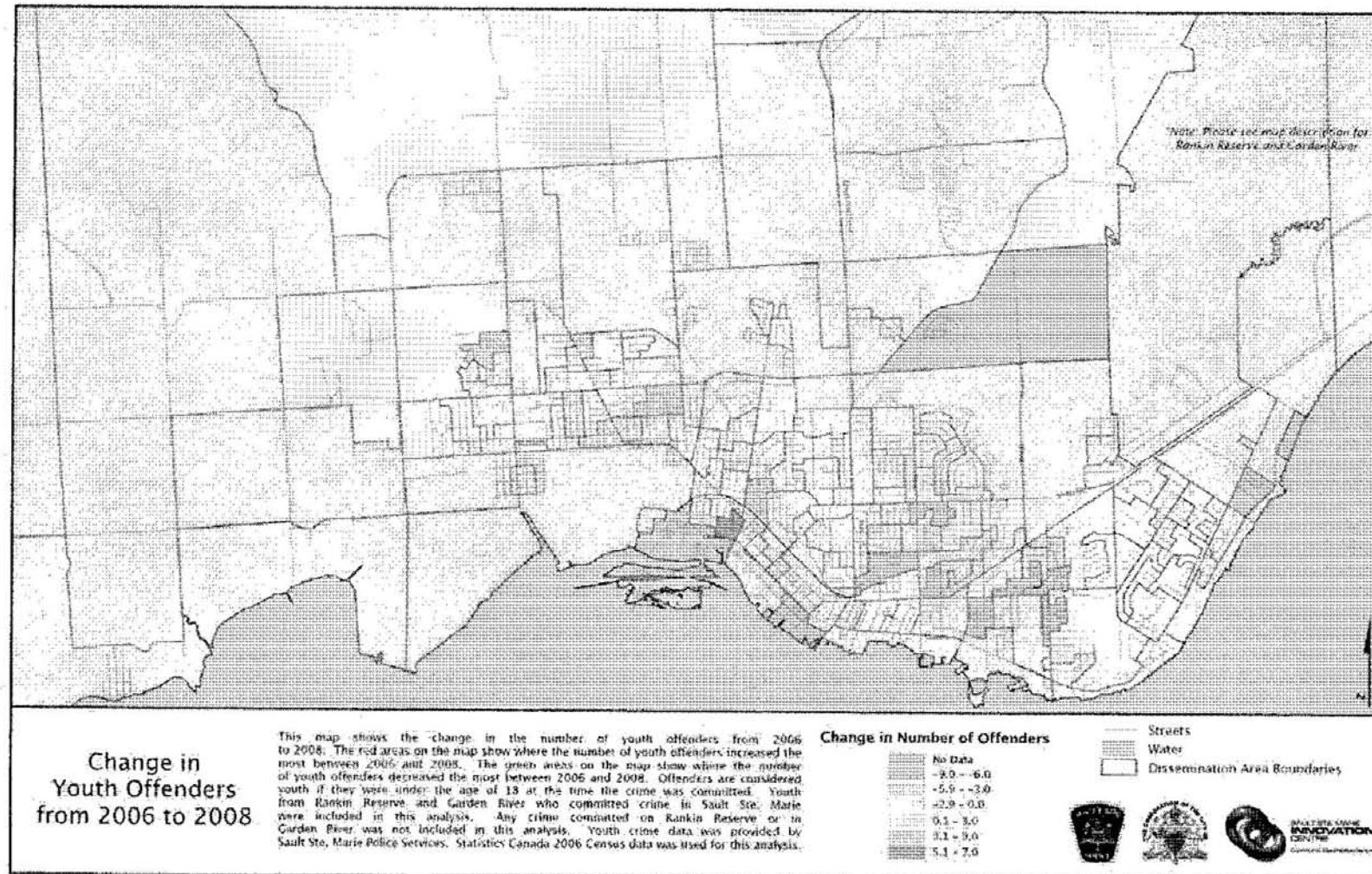
Appendix F – Youth Crime Offenders, 2006 – 2008



Appendix G - Change in Youth Crime Occurrences, 2006 – 2008



Appendix H – Change in Youth Crime Offenders, 2006 – 2008



Appendix I - Types of Crime

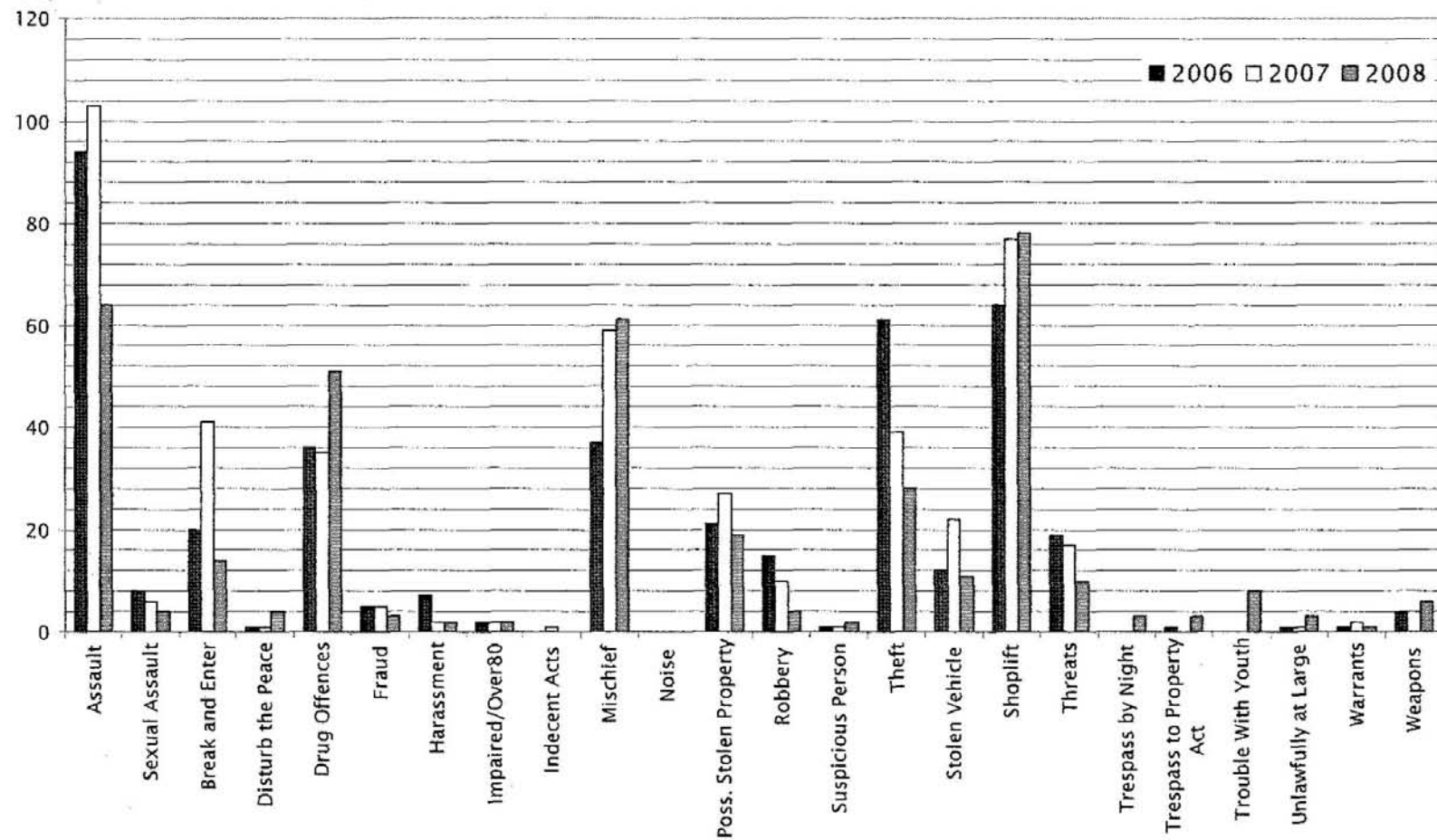
Occurrences Included in the Analysis:

- Assault
- Sexual Assault
- Break and Enter
- Disturb the Peace
- Drug Offences
- Fraud
- Harassment
- Impaired Driving/Over 80
- Indecent Acts
- Mischief
- Noise complaint
- Possession of Stolen Property
- Robbery
- Suspicious Person
- Theft
- Stolen Vehicle
- Shoplifting
- Threats
- Trespass by Night
- Trespass to Property
- Trouble with Youth
- Unlawfully at Large
- Warrants
- Weapons

Occurrences Not Included in the Analysis:

- 911 call/hang-up
- Abduction
- Airplane Crash
- Arson
- Attempt Murder
- Attempt of threat of suicide
- Audits & Information Security
- Bail Violations
- Breach of Probation
- Community Services
- Counterfeit Money
- Court Order
- Dangerous Conditions
- Domestic Dispute
- Duplicate Occurrence
- Escape Custody
- Escort
- FAC/POL/PAL
- FAC/POL/PAL rev-refuse
- Family Dispute
- Fire
- Gaming and Betting
- Homicide
- Hostage Taking
- Insecure Premises
- Kidnapping
- Liquor License Act
- Mental Health Act
- Missing Person
- Missing Person Located
- Motor Vehicle – Abandoned
- Motor Vehicle – Recovered
- Municipal By Law
- Neighbour Dispute
- Non-police Matter – Low Priority
- Non-traffic Accident
- Motor Vehicle Collision
- Obstruct Peace Officer
- Other Criminal Code
- Other Federal Statutes
- Other Provincial Statutes
- Person Check-In
- Police Information
- Police Pursuit
- Prevent Breach of Peace
- Property Check
- Property Related
- Prostitution
- Public Morals
- Report Office
- Routine Traffic Stop
- Strikes
- Sudden Death
- Suspicious Vehicle
- Test CAD event for Police
- Towed Vehicle
- Traffic Complaint
- Traffic Control
- Traffic Enforcement – HTA
- Traffic Enforcement – Other
- Traffic Hazard
- Unit Emergency
- Wires Down – Possible Fire

Appendix J - Crime Breakdown; Individual Occurrences



7(e)



THE NORGOMA
BACKGROUND AND RECOMMENDATIONS
A REPORT TO CITY COUNCIL

January 2007

Executive Summary

Recommendations

It is recommended that the St. Mary's River Marine Centre (SMRMC) be provided with a viable opportunity to pursue their desire to provide SSM with a Great Lakes Heritage tourist attraction that could compliment the existing waterfront and downtown tourism infrastructure.

1. It would be clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years.
2. The City would provide SMRMC with an annual subsidy of \$15,000¹/yr. to operate the Norgoma as a Museum ship and tourist attraction for up to five years. With this funding the SMRMC would be expected to operate and maintain the Norgoma. Income from visitation, along with other grants, contributions or partnerships would be used to subsidize any additional costs including capital maintenance and development.
3. During year one the SMRMC, working with the SSMEDC would explore the viability and interest of a possible restaurant partnership e.g. this type of partnership exists elsewhere with respect to chain restaurants and heritage railway stations.
4. SMRMC would strengthen and broaden their board membership and implement administrative procedures that ensure adequate governance, management and decision-making.
5. SMRMC would work with Tourism SSM and other community tourism organizations to strengthen marketing and promotion of Norgoma. This could include a Norgoma Advisory Committee to advise the Board on tourism development opportunities and relevant management of the Norgoma. Members could include key funding, education and tourism organizations.
6. During year one, through a community consultative process SMRMC would develop a vision and five year strategic plan clearly outlining where the ship is going²!
7. SMRMC would enter into a contract with the city that would identify specific annual commitments and measurement criteria associated with the allocation of the annual subsidy. SMRMC would be expected to provide an annual report to the Commissioner of Community Services.

The Alternative

In the event that City Council is unwilling to make the above commitment it is recommended that the City reclaim and dismantle the ship. Estimated cost would be \$100,000.

¹ The Norgoma Board requested \$20,000. It is anticipated that additional funding could come from increased marketing and other avenues.

² E.g. working with tourism organizations, historical associations, youth and the educational community among others.

Rationale for the Recommendation

- The Norgoma is part of the history of the North Channel and SSM. The volunteer SMRMC Board should be provided with a viable opportunity to make the Norgoma a positive aspect of the SSM waterfront.
- Over the past year the SMRMC, with assistance from Service Canada has undertaken improvements to the vessel at a total cost of \$160,000.
- It is estimated to cost \$100,000 to dismantle the Norgoma and considerably more to relocate it (should a new site be found). *Bushplane Museum*
- The existing approach to managing the Norgoma requires strengthening, including a clearly articulated vision/direction and assistance and support from the broader community including Tourism SSM and city staff.

Introduction

On November 14, 2005 SSM City Council: *"Resolved that the report of the Commissioner Community Services dated 2005 11 14 concerning M.S. Norgoma Status Report be accepted and the recommendation that Council authorize appropriate staff to meet with the St. Mary's River Marine Heritage Centre Board."*

On May 29th, 2006 SSM City Council passed a resolution stating: *"Be it resolved that Destiny SSM be requested to conduct an objective evaluation of the Norgoma and provide Council with recommendations as to next steps;*

Recommendations should consider the benefits and associated costs concerning options evaluated and the recommended option;

It is understood that Destiny would establish an advisory committee and that city staff along with other key players will participate"

Subsequent to the latter motion an advisory committee was established consisting of:

- Bill Therriault, (then Managing Director of SSM) - chair
- Nick Apostle, City Commissioner of Community Services
- Bill Shepherd, SSM Chamber of Commerce
- Ian McMillan, Tourism SSM
- John Bain, St. Mary's Marine Heritage Centre (Norgoma)

The committee met several times. Although the committee was unable to reach consensus on a recommended approach they did provide solid information and feedback. Using this information this report was prepared by Bill Therriault.

The recommendations contained in this report have been endorsed by the Destiny SSM Steering committee.

History and Ownership

The Norgoma was launched from the Collingwood shipyards in 1950. Her name was taken from the prefix "Nor" used by the Owen Sound Transportation Company for ships of her fleet and "Goma" which refers to the Algoma District. From 1950 to 1963 the Norgoma carried equipment, supplies and passengers on the east-west water route from Georgian Bay to Lake Superior known as the "Turkey Trail". The Norgoma is the last vessel of the eighty year marine lifeline to the North Channel communities.

From 1964 to 1974 the Norgoma operated as an automobile ferry between Tobermory and South Baymouth.

In 1975 the City of SSM purchased the Norgoma with the intent of operating it as a museum ship and tourist attraction.

In 1981 the City transferred ownership of the Norgoma to the St. Mary's River Marine Centre (SMRMC), a non profit group interested in operating it as a museum ship and tourist attraction. Conditions for this transfer included that the ship be operated as a museum ship and tourist attraction and that it be maintained in a safe and attractive condition. In the event that the SMRMC did not meet these conditions the City could demand the re-conveyance of the Norgoma to the City for \$1.

Issues and Concerns

Mandate

Two feasibility studies have been conducted to help determine the mandate and needs of the Norgoma (1994 and 2001). The 2001 study indicated that the current location was the best fit if a bed and breakfast was going to be developed along with a land based visitor centre. If this development was not going to occur then the ship would be better located at the Canal. This study also indicated the possibility of establishing a restaurant on board. It is generally acknowledged that the immediate needs are the development of an acceptable museum and tourist attraction. The SMRMC has not discarded the possibility of additional developments but they are unlikely to occur for the next three or four years.

Although the SMRMC Board has indicated that they have a plan that is consistent with the recommendations of the feasibility study, to date there has been no articulated vision and strategy that clearly sets the desired direction for the ship and how it is going to get there. Without this strategic direction and associated measurement criteria the best one could hope for is a somewhat uncoordinated and haphazard progress.

Condition

The ship has not been well maintained and until recently there has been no significant upgrading.

- In the spring and early summer of 2006 (with funding from Service Canada and private contributions totaling \$75,000) the exterior was painted and some deck repairs undertaken.
- An additional \$85,000 is to be spent between October 2006 and January 2007 to complete exterior work and begin interior maintenance and repair
- A website has been developed to promote the vessel.
- The Board has applied for designation of the vessel as a nationally significant heritage artifact and anticipates designation in the spring of 2007.

Operations Funding

Over the past decade the ship has operated as a museum attraction. However the board experienced funding and administration challenges and in 2005 the ship did not open as a tourist attraction. With a \$10,000 one-time grant from City Council it was able to open for the 2006 season. Visitation for 2006 was 1740 with total revenue of \$6532.

Recently the Board identified a need for a contribution from the City of \$20,000/yr. plus annual revenues for five years. Their perception is that this funding would enable them to operate and *"refurbish the vessel, develop programs and achieve sustainability i.e. sufficient revenue to cover operating costs."*

Governance and Administration

The existing non profit board acknowledges that they do not have the skills or resources to manage the SMRMC. They have requested City staff assistance to help insure the appropriate administrative functions are carried out. City staff have pointed out that this is not the normal process in dealing with non profit organizations. However, they are available as advisors and will be represented on the Norgoma Board of Directors.

SSM Waterfront/Downtown

In 2005 Destiny SSM developed a SSM Downtown Waterfront Vision that outlined key components of the City's waterfront. Although the Norgoma was recognized in this document as a contributor to the overall waterfront picture it was not considered to be a key/essential component. However, if the ship is to remain anywhere on the waterfront it must be maintained, attractive and a positive contribution to the waterfront/downtown area.

Tourism SSM has indicated that if the ship is operating in an acceptable manner they are prepared to work with the Board to help market it to visiting tourists.

Options

A number of options were evaluated, of which the following are most plausible:

1. Relocation of Norgoma

- Relocation options are limited
- Cost to move ship is estimated to be in excess of \$100,000 plus construction of new docking facilities etc.
- Does not solve the operating cost dilemma
- May reduce opportunities to attract visitors

2. Scrap Norgoma

- Preliminary cost estimates are \$100,000

3. Do Nothing

- SMRMC would proceed to operate in current floundering manner
- Highly probable that the SMRMC would either collapse or become so ineffective that the city would be forced to reclaim ownership of the Norgoma
- City would then be faced with the dilemma of either maintaining or scrapping the Norgoma

4. Subsidize and Strengthen Existing Norgoma Operations

- Council would commit to provide a fixed amount for a prescribed time period with specific parameters around funding allocations
- SMRMC would commit to ensure effective governance practices are implemented including strengthening and diversifying their board membership and administration procedures
- SMRMC would work with City staff and Tourism SSM to strengthen and promote Norgoma image and opportunities
- SMRMC would explore opportunities for long term partnerships e.g. a partnership with a restaurant chain wherein the restaurateur would maintain the essential historic integrity of the ship.

Recommendations

Option #4 is recommended. Under this option the SMRMC would be provided with a viable opportunity to pursue their desire to provide SSM with a Great Lakes Heritage tourist attraction that could compliment the existing waterfront and downtown tourism infrastructure.

1. It would be clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years.
2. The City would provide SMRMC with an annual subsidy of \$15,000³/yr. to operate the Norgoma as a Museum ship and tourist attraction for up to five years. With this funding the SMRMC would be expected to operate and maintain the Norgoma. Income from visitation, along with other grants, contributions or partnerships would be used to subsidize any additional costs including capital maintenance and development.
3. During year one the SMRMC, working with the SSMEDC would explore the viability and interest of a possible restaurant partnership e.g. this type of partnership exists elsewhere with respect to chain restaurants and heritage railway stations.
4. SMRMC would strengthen and broaden their board membership and implement administrative procedures that ensure adequate governance, management and decision making.
5. SMRMC would work with Tourism SSM and other community tourism organizations to strengthen marketing and promotion of Norgoma. This could include a Norgoma Advisory Committee to advise the Board on tourism development opportunities and relevant management of the Norgoma. Members could include key funding, education and tourism organizations.
6. During year one, through a community consultative process SMRMC would develop a vision and five year strategic plan clearly outlining where the ship is going⁴!
7. SMRMC would enter into a contract with the city that would identify specific annual commitments and measurement criteria associated with the allocation of the annual subsidy. SMRMC would be expected to provide an annual report to the Commissioner of Community Services.

The Alternative

In the event that City Council is unwilling to make the above commitment it is recommended that the City reclaim and dismantle the ship (Option #2 above). Estimated cost would be \$100,000.

³ Although the Norgoma Board requested \$20,000, \$5,000 was for capital support. It is anticipated that this funding could come from increased marketing and other avenues.

⁴ E.g. working with tourism organizations, historical associations, youth and the educational community among others.

We the residents of **Frontenac St.** closest to the new bypass

We would like to request the City of Sault Ste. Marie to post large signs with the penalties clearly marked for the use of **Jake Brakes**.

Since the new route has been in service we the residents of Frontenac St. East have been tormented by insensitive truckers and their use of Jake Brakes or engine retardation braking.

These signs should be posted just past the Husky East and before coming into S.S.M. from Garden River.

We also request the City enforce this ban with the issuance of monetary fines imposed on the **violators of the no Jake Brake Law**

7(f)

Name

Address

Phone

Gilbert Clement

892 Frontenac St

759 1538

Mr. & Mrs. Clarence Chaput

874 Frontenac St

946-8488

Linda Premo

878 Frontenac

759-2882

854 Frontenac St.

945-8867

ED FERRINGTON

848 FRONTENAC

759 2146

Charlotte Dupuis
mother Chaput

828 Frontenac

757 2134

902 Frontenac St

759 0697

906 Frontenac St

759-2879

Fred & Lise Marin

916 Frontenac

759 6902

Yvonne Mary Legu

942 Frontenac

946 1863

Angel Gonzalez

Lance Harmon

952 Frontenac

759-1086

Helen Beaulieu

892A Frontenac

759-1542

Carol Nolan

1707 Trunk Rd

941-9410

Lorne Nohr

1707 Trunk Rd

941-1463

Ed LaCrosse

1715 TRUNK RD

759-1257

R.H. Collins

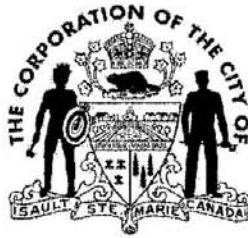
1719 Trunk Rd

759-6191

A. Clement

Frontenac St

251-7528



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2009 09 10

Mayor John Rowswell
And Members City Council

I solicit your support for the resolution applicable to the contents of this letter. Attached is considerable information as it relates to the Northeastern Ontario Cancer Therapeutics Research Initiative. Besides Dr. Van Lunen and myself from Sault Ste. Marie will be Gerry Lougheed and former Mayor of Sudbury Jim Gordon who will sit on the Advisory Board.

You will note the letter from Dr. Lee as to my potential appointment is dated May 20, 2009. I expressed concern as to any funding obligations from Sault Ste. Marie at that time. The City of Sudbury has similar financial considerations as we. I do not want to portend that I have no expertise in this area but feel I could adequately represent our interests in what could be a significant research initiative. The team of scientists have already held two successful symposiums so there has been considerable preparation in moving this initiative forward. The advisory group will meet for the first time at the end of September, thus the timing of this letter and resolution.

Respectfully submitted,

Stephen Butland
Councillor, Ward One

SB:ba

7(h)



HÔPITAL RÉGIONAL DE
SUDBURY
REGIONAL HOSPITAL

Regional Cancer
Program

Laurentian Site
Emplacement Laurentien

a Cancer Care Ontario partner
Un partenaire d'Action Cancer Ontario

May 20, 2009

Mr. Steve Butland
Council Member
The City of Sault Ste. Marie
40 Angelina Avenue
Sault Ste. Marie ON P6A 4C6

Dear Mr. Butland:

Re: Northeastern Ontario Cancer Therapeutics Research Initiative (CTRI)

I am very grateful that you have accepted my invitation to serve on the Advisory Board of the CTRI. Along with unwavering support from Dr. Theodore Van Lunen, another prominent Advisor from Sault Ste Marie, your leadership skills will be extremely helpful in establishing and successfully operating the CTRI. I am looking forward to working with you.

As you may already know, seven scientists from the Sault Ste. Marie and Sudbury region started the CTRI in collaboration with three scientists from other regions of Ontario (one each from the University of Ottawa, the University of Western Ontario, and Pfizer Pharmaceuticals). All ten CTRI members are very successful and highly respected scientists. We believe that the success of the CTRI will bring Northeastern Ontario many new training and high quality job opportunities. We envision that the CTRI has the potential to create a new industry that can bring prosperity to Northeastern Ontario.

To the best of our knowledge, the CTRI is the first Canadian research and development consortium organized under a consolidated vision to achieve a specific objective. Our initiative is unique in several aspects: scientists with different but complementary expertise have organized a strong consortium; our lead/host institution (the Regional Cancer Centre of the Sudbury Regional Hospital) strongly endorses our efforts; three levels of governments (regional, provincial, and federal governments) strongly support the CTRI; and the pharmaceutical industry shows a keen interest in our initiative (for example, four large pharmaceutical companies are participating at our 2nd Annual Cancer Drug Discovery Symposium). We believe that we have all the ingredients for great success. I am very happy to hear through Dr. Mamdouh Abou-Zaid that the City of Sault Ste. Marie also strongly supports our effort.

Once the infrastructure and operating system are established successfully, the CTRI will gain momentum to grow exponentially. We plan to establish two Central Service systems. One Central Service (CSI) will be established in Sudbury, and the other Central Service system (CSII) at the Great Lake Forestry Research Centre (Dr. Abou-Zaid's laboratory) in Sault Ste. Marie. If our proposal is accepted, the CSII in Sault Ste. Marie will have a top-of-the line mass spectrometer valued over \$1 million.

Laurentian Site
Emplacement Laurentien
41, Chemin du lac
Ramsey Lake Road
Sudbury (Ontario) P3E 5J1
(705) 523-7100

Toll free / sans frais
1-866-469-0822

www.hrsrn.on.ca

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7(h)

Mr. Steve Butland
May 20, 2009
Page 2.

The total budget of the CTRI project is \$14,874,848, one half of which is new funds. The CTRI will request that the Northern Ontario Heritage Fund Corporation (NOHFC) and FedNor fund \$2,666,087 each (\$5,332,174 in total). The CTRI will also ask the City of Greater Sudbury to fund \$1,436,700. I presented our plan at the Mayor's Expert Panel for the Health Cluster Development (HCD) of Sudbury, and discussed it with Mr. Jim Gordon, the former Mayor of Sudbury and currently the Co-Chair of the HCD. We now have a strong endorsement from Mr. Gordon.

I hereby ask that the City of Sault Ste. Marie kindly helps us by funding \$668,550 over a 5-year period (\$133,710 per year). I am sure that, like the City of Sudbury, Sault Ste. Marie is experiencing financial difficulty. However, I sincerely wish that the City of Sault Ste. Marie funds us this amount. Although this amount is not huge, it is extremely important as the funding commitment shows that the City of Sault Ste. Marie strongly supports our effort for the development of Northeastern Ontario. The commitment by you and the City of Sudbury is critically important for us to obtain funding from the NOHFC and FedNor. I assure you that the grant funded by the City of Sault Ste. Marie will be staying in Sault Ste. Marie, along with the \$1 million mass spectrometer mentioned above.

As we are preparing to submit our proposals to the City of Sudbury, NOHFC, and FedNor within two weeks, I would very much appreciate it if the City of Sault Ste. Marie advises me of its commitment at your earliest convenience.

Should you have any questions, please contact me by phone or email. I am also willing to present our plan to the City of Sault Ste. Marie, if required.

Best regards,



Hoyun Lee, PhD
Senior Scientist and Professor
Founding Chair of the CTRI
Northeastern Ontario Regional Cancer Centre
Sudbury Regional Hospital
41 Ramsey Lake Road,
Sudbury, Ontario P3E 5J1
Phone: 705-522-6237, ext. 2703
FAX: 705-523-7326
E-mail: hlee@hrsrh.on.ca

Cross appointed:

*Full Professor of Medicine and Biochemistry, the University of Ottawa Medical School
Associate Professor of Medicinal Chemistry, Northern Ontario School of Medicine
Associate Professor of Biology and Biomolecular Sciences, Laurentian University*

Cancer Therapeutics Research Initiative (CTRI)

An Establishment of a World-Class
Pharmaceutical Research Hub in
Northeastern Ontario

Contact:

Dr. Hoyun Lee

Founding Chair of CTRI

Senior Scientist & Associate Professor

RCP, Sudbury Regional Hospital

(705) 522-6237, ext. 2703

hlee@hrsrh.on.ca



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N. E. Ontario Cancer Therapeutics Research Initiative (CTRI)

Contact: H. Lee

Advisor
B. Paulse

Office of Development
J. Macdonald



Central Services I
Sudbury: H. Lee

Central Services II
Sault Ste Marie: M. Abou-Zaid



Core group

Collaborator group



H. Lee



R. Lafrenie



P. Cano



G. Ulibarri



M. Abou-Zaid



E. Lui



J. Anarson



S. Montaut



L. Sutherland



S. Fields

Project description

The land in northern Ontario contains a vast amount of boreal forest and a rich variety of minerals, which provide a tremendous opportunity for economic development with these two natural resources. However, the natural resource-based industry is very volatile, as it is heavily dependent upon the demands from other parts of the world. Thus, there is an urgent need for diversifying the basis of our economy in Northern Ontario.

Medically oriented research has been steadily developed in Northeastern Ontario during the past decade, and has been playing an important role in connecting education, training, job creation and health care. In particular, the establishment of the Tumor Biology Research Group at the Northeastern Ontario Regional Cancer Centre (currently, Regional Cancer Program [RCP] of the Sudbury Regional Hospital [HRSRH]) was truly a turning point for establishing our Cancer Centre/Sudbury Regional Hospital into the hub of cutting edge medical research in Northern Ontario. Since its establishment in 1996, members of the Tumor Biology Group have published numerous scientific papers, many in top scientific journals such as *Nature Structural and Molecular Biology*, *Journal of Clinical Oncology*, and *Proceedings National Academy of Sciences* (USA); brought in nearly 20 million dollars in fundings; trained over 60 highly qualified personnel; and created over 20 full time jobs. During this period, Laurentian University (LU) has also transformed itself into a more research-oriented university. Another important development was the establishment of the Northern Ontario School of Medicine (NOSM) in 2005. These positive developments now provide a truly important momentum for taking off our medically oriented research in Northern Ontario into a potential economic engine in this region.

Canada spends a significant portion of its GDP on purchasing anti-cancer therapeutic agents, mostly from abroad. Therefore, developing and producing effective anti-cancer drugs by Canadians will bring in tremendous financial and social benefits to our country. If concerted effort of anticancer drug research and development takes place in Northeastern Ontario, this will give us enormous opportunities for better education, training, and development of businesses based on knowledge and cutting-edge technologies.

To facilitate the development of cancer drug research, Dr. Hoyun Lee organized a Cancer Drug Discovery Consortium in 2008, which consisted of the following nine members: three scientists and one oncologist from RCP/HRSRH, two professors from LU, one professor from NOSM, one scientist from the Great Lakes Forestry Research Centre (GLFRC) in Sault Ste Marie, and one professor from the University of Western Ontario (UWO) in London. To exchange expertise and facilitate cancer drug discovery, the consortium held a day-long symposium at RCP/HRSRH in May 2008. Several non-member experts in the cancer drug research field were also invited to the symposium. Owing to the great success of our symposium, the participants decided to transform the initial consortium into a more functional initiative; thus, we established the Northeastern Ontario Cancer Therapeutics Research Initiative (CTRI) in September 2008.

The long-term goal of CTRI is to establish a world class pharmaceutical research hub in Northern Ontario. We envision that over 100 new scientists and students devote in pharmaceutical research by the year 2025 under the umbrella of CTRI. By this time, the direct annual research budget of CTRI, funded by a variety of agencies, would be over \$10 million. In addition, the research

activities by CTRI members would create several spin-off biotechnology or pharmaceutical companies in Northern Ontario. Thus, the total output by CTRI and associated activities would reach at least \$20 million per year. Our short-term goal is to establish an essential infrastructure for CTRI members; networking scientists involved in cancer drug research throughout Northern Ontario; providing expertise and natural products and synthetic compounds to CTRI members; maximizing research output by CTRI members; and facilitating the commercial utilization of knowledge/data generated by CTRI members.

To effectively achieve our goals, we will establish Central Services I (CSI) and Central Services II (CSII). The CSI, which is to be stationed at RCP/HRSRH, will provide infrastructure, expertise, synthetic compounds and natural products, modifications and characterization of existing anticancer drugs, and coordinating and facilitating collaborations between members and CSII. The CSII, which is to be stationed at the Great Lake Forestry Research Centre in Sault Ste Marie, will focus on collection, purification, and characterization of natural products. The Office of Development, which is to be located at RCP/HRSRH, will be the "central nerve system" coordinating communications between members and the two Central Services stations. The Office of Development will also coordinate disbursement and development of data and products generated by CTRI members, and explore commercialization of promising anticancer agents developed by CTRI members.



The CSII, which will be headed by Dr. Mamdouh Abou-Zaid (GLFRC), has accumulated 2,000 natural products. All of these natural products were extracted from plants and trees growing in Northern Ontario. It should be noted that American yew trees, which are the source of Taxol, a widely prescribed anticancer drug, are part of the Northern Ontario boreal forest. Dr. Abou-Zaid holds a patent for an improved Taxol extraction method from American yew trees. Dr. John T. Arnason, a CTRI member and Professor at the University of Ottawa (UO), has also accumulated 1,500 natural products collected from rainforest regions throughout the world, including the Amazon basin in South America, Africa, and Indonesia. Dr. Hoyun Lee (RCP/HRSRH), the Founding Chair of the CTRI, has already screened 36,000 natural and synthetic products in collaboration with Dr. Eric Brown of McMaster University using his High throughput screening facility. The Lee group is currently characterizing promising leads to develop effective and safe anticancer modalities. The CSI will carry out initial screening of the 3,500 natural products collected by Drs. Abou-Zaid and Arnason. If promising leads are identified, CTRI members will further study the natural products to develop them into effective cancer therapeutics. In addition to this group-effort, each member will be strongly encouraged to carry on their own research programs on cancer therapeutics. This is important because innovation is ultimately the most important winning formula for cancer drug discovery. We consider that the most important strengths of our CTRI initiative are innovation, flexibility, mobility, and rapid adaptability of individual members and the very flexible two Central Services systems that provide infrastructure, technology and expertise to each CTRI member. Along with the unique collection of natural products described above, this rapid adaptability of individual CTRI members will provide tremendous advantage over other cancer drug researchers, even large pharmaceutical companies.

Currently, the CTRI Core members include Drs. Hoyun Lee (biologist, affiliated with RCP/HRSRH, NOSM, LU, and UO), Robert Lafrenie (biologist, affiliated with RCP/HRSRH, LU, and NOSM), Pablo Cano (medical oncologist, RCP/HRSRH), Mamdouh Abou-Zaid (medicinal chemist, affiliated with GLFRC in Sault Ste Marie), Ed Lui (biologist/herbalist,

affiliated with UWO and Algoma University), Gerardo Ulibarri (medicinal chemist, LU), and John T. Arnason (medical botanist, UO). The CTRI Collaborators members include Drs. Leslie Sutherland (biologist, RCP/HRSRH, LU, NOSM, and UO), Sabine Montaut (medical chemist/herbalist, LU), and Stephen Fields (biologist/pharmacologist, Pfizer Pharmaceuticals).

In summary, we believe that the CTRI initiative has all the ingredients necessary for a great success – enthusiastic and innovative scientists with complementary expertise; many promising compounds already in possession (which is extremely important and exciting); proven capability of collection, isolation, purification, screening, modifications, and characterization of natural and synthetic products with potential anticancer properties; and strong and enthusiastic supports by our institutions). We do not have any doubt that the CTR will greatly contribute to high levels of training, education, research, drug development, and high-value job creation for local communities and Ontario. In addition, this initiative will certainly provide an excellent reputation, pride, and very significant financial benefits to Northern Ontario. This is truly a “cannot miss” momentum for Northern Ontario!

Projection of job creation

Number of jobs creation during next 5 years:

Principal Investigators/professors - 2
 Scientists (Technicians, PDFs, Interns) - 8
 Graduate student position (PhD, MSc) - 6
 Undergraduate students – 10
 Administrator (Office of Development) - 1
Total - 27

Number of jobs creation during the next 15 years

Principal Investigators/professors - 8
 Scientists (Technicians, PDFs, interns) – 36
 Graduate student positions (PhD, MSc) – 30
 Undergraduate students – 40
 Administrators – 2
 Administrative assistants - 2

Total - 118

Project benefits

(A) CTRI will bring the following direct benefits to Northern Ontario

(1) Education and training highly qualified personnel

The RCP/HRSRH, NOSM, LU and GLFRC are premier high education and research institutions in Northern Ontario. All of the CTRI members are nationally and internationally renowned,

highly regarded scientists. Therefore, local students (and some from other parts of country as well as from abroad) will have tremendous opportunities of post-secondary and graduate education. Since we (will) have the very best infrastructure and equipment, these students will be trained with cutting-edge technology by experts in the area of medically oriented research. Upon graduation, these students may pursue further education and training to become highly qualified scientists in the area of drug research and teaching. Some other students may fill jobs required by highly skilled scientists within the CTRI system or elsewhere in Ontario and Canada. CTRI will also be an ideal training ground for interns and postdoctoral fellows (PDFs) with a PhD or a medical degree (MD). In addition, CTRI will provide continuing education opportunities for professors, medical professionals (e.g., oncologists, pharmacologists, and pharmacists), and visiting scientists from Northern Ontario and elsewhere in the world.

(2) If everything progresses as planned, CTRI is projected to create within the next five years the following positions: Two principal investigators/professors, eight scientists (4 technicians and 4 postdoctoral fellows/interns), six graduate students (PhD and MSc), ten undergraduate students, and one administrator (Office of Development), totalling twenty-seven positions. We envision that CTRI will create the following jobs by the year 2025: Eight Principal Investigators (professors or endowed chairs), thirty six scientist positions (12 technicians, 24 postdoctoral fellows/interns), thirty graduate students (PhD and MSc), forty undergraduate students, and two administrators and two administrative assistants, totalling 118 positions.

(3) The concerted efforts by CTRI members will spawn many new research projects, which will bring in further research funds to the CTRI system and Northern Ontario. This will, in turn, open new opportunities for research funds and jobs.

(4) The scientific output (publications, presentations) by the CTRI members will be increased by 100% within five years, which will raise our reputation world-wide. As a result of numerous collaborations and other synergistic effects, the scientific output may increase by ten-fold (1,000%) by the year 2025.

(5) There is a very good possibility that CTRI members will develop highly effective anticancer drugs. If this happens, the positive ripple effects will be immeasurable. Imagine that cancer drugs developed and produced in Northern Ontario are being used throughout the world! We are determined to realize this dream!

(6) In the process of our research, we will identify many potential anticancer agents from the boreal forest in the Northern Ontario region. We may develop such products for a research purpose (even if they are not being used as anticancer therapeutics at clinics). Thus, these high-value natural products will bring tremendous opportunities for developing new biotechnology or pharmaceutical industries, jobs, and revenues to local communities.

(7) Dr. Hoyun Lee has demonstrated that compounds used for other medical purposes can be modified and used as effective anti-cancer agents (e.g., chloroquine, an inexpensive and safe anti-malarial drug, can be modified and utilized as an anticancer drug). Further studies on this aspect will open opportunities for creating biotechnology and pharmaceutical industries in Northern Ontario.

(B) CTRI may result in the following indirect benefits to Northern Ontario communities

(1) The success of CTRI may result in the creation of several spin-off companies based in Northern Ontario. These companies will bring their own funds, expertise, thus, creating additional jobs.

(2) Students, postdoctoral fellows, and interns trained by CTRI members will either remain in Northern Ontario making numerous contributions to local communities, or will get high-quality jobs elsewhere in Ontario or other parts of the country. Thus, training by CTRI members will indirectly contribute to the further development of the economy in Ontario and Canada by training/producing a highly skilled work force.

(3) The success of CTRI will bring opportunities for professionals who are not directly involved in the cancer drug research, biotechnology, or pharmaceutical industry. For example, patent experts, business developers, business executives and clerks, and venture capitalists will have opportunities in Northern Ontario.

(4) Increasingly, large pharmaceutical companies outsource certain aspects of their research and services. Accumulation of a variety of expertise by CTRI members will undoubtedly bring in many service/research contracts and revenues from pharmaceutical companies. It should be noted that Pfizer Pharmaceuticals Inc. is already a member of the CTRI Collaborators group. It is anticipated that we will create a number of endowed chairs sponsored by the pharmaceutical industry in the future.

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(WO/2007/045093) PREPARATION OF TAXANES

[Biblio. Data](#) [Description](#) [Claims](#) [National Phase](#) [Notices](#) [Documents](#)

Latest bibliographic data on file with the International Bureau

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IPC: C07D 305/14 (2006.01), C07B 63/00 (2006.01)

Applicants: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by THE MINISTER OF
NATURAL RESOURCES CANADA, CANADIAN FOREST SERVICE [CA/CA]; 580 Booth Street
Ottawa, Ontario K1A 0E4 (CA) (All Except US).
ABOU-ZAID, Mamdouth [CA/CA]; (CA) (US Only).
GRAHAM, Robert, G. [CA/CA]; (CA) (US Only).
FREEL, Barry, A. [CA/CA]; (CA) (US Only).
BOULARD, David, C. [CA/CA]; (CA) (US Only).

Inventors: ABOU-ZAID, Mamdouth; (CA).
GRAHAM, Robert, G.; (CA).
FREEL, Barry, A.; (CA).
BOULARD, David, C.; (CA).

Agent: ANDERSON, J., Wayne; National Research Council of Canada, Intellectual Property Services Office,
EG-12, Bldg. M-58, 1200 Montreal Road, Ottawa, Ontario K1A 0R6 (CA).

Priority Data: 60/728,738 21.10.2005 US

Title: PREPARATION OF TAXANES

Abstract: A method of isolating a mixture of taxanes from a bio-oil composition of a diterpenoid-containing
biomass material is provided. The bio oil composition may be obtained from the genus Taxus or
Austrotaxus. The method involves destructive distillation of the biomass to produce a bio oil
composition, followed by mixing a chromatographic resin with the bio-oil composition to form a bio-
oil/resin mixture, and eluting the mixture of taxanes from the bio-oil/resin mixture using an eluting
solvent.

Designated States: AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG, BR, BW, BY, BZ, CA, CH, CN, CO, CR, CU, CZ, DE, DK, DM,
DZ, EC, EE, EG, ES, FI, GB, GD, GE, GH, GM, GT, HN, HR, HU, ID, IL, IN, IS, JP, KE, KG, KM, KN, KP,
KR, KZ, LA, LC, LK, LR, LS, LT, LU, LV, LY, MA, MD, MG, MK, MN, MW, MX, MY, MZ, NA, NG, NI, NO,
NZ, OM, PG, PH, PL, PT, RO, RS, RU, SC, SD, SE, SG, SK, SL, SM, SV, SY, TJ, TM, TN, TR, TT, TZ,
UA, UG, US, UZ, VC, VN, ZA, ZM, ZW.
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TZ, UG, ZM, ZW)
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European Patent Office (EPO) (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IS,
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WO/2007/045093) PREPARATION OF TAXANES

Biblio. Data	Description	Claims	National Phase	Notices	Documents
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Note: OCR Text

WO 2007045093 20070426

PREPARATION OF TAXANES

FIELD OF INVENTION

[0001] The present invention relates to a method of isolating a mixture of taxanes from a biomass composition of a species of the genus *Taxus* or *Austrotaxus*, or other diterpenoid-containing biomass materials

BACKGROUND OF THE INVENTION

[0002] Taxanes are a group of diterpenoid compounds, which have been demonstrated to be useful in the treatment of cancer and other serious diseases, such as multiple sclerosis and kidney disease. In particular, the taxane compounds paclitaxel, docetaxel, Baccatin III, 10-O-deacetyl-baccatin III (10-DAB or DAB), 13-acetyl-9-dihydrobaccatin III (DHB), cephalomannine, and prostratin have been identified as uniquely effective in pharmaceutical applications. Certain taxanes, such as paclitaxel and docetaxel, can be used directly in pharmaceutical applications, without additional chemical modification, while many other taxanes (DAB and DHB, for example) are viewed as precursors for the production of other, more potent taxanes such as paclitaxel and docetaxel. Paclitaxel, whose trade name is Taxol®, is the predominant taxane used in cancer treatment. Paclitaxel is a naturally-occurring taxane, and can also be produced from other natural taxane analogs.

[0003] The major sources of the taxanes are the bark, needles and clippings of the yew (hemlock) tree, which belongs to the genus *Taxus*. Unfortunately, even though taxanes are more concentrated in yew than in other species of trees, the absolute concentrations are very low, for example typically 0.01 % for paclitaxel in the bark and in the range of from 0.003 to 0.015 percent (dry basis) for paclitaxel in the

clippings and needles (Huang et al., J. Nat. Prod., 49:665, 1986.). Furthermore, the yew tree is relatively rare and grows quite slowly, raising valid concerns that reforestation and resource management cannot keep up with the demand.

Although synthetic pathways for producing Taxol® have been devised, they are extremely complex and generally too costly for commercial production.

[0004] Initially, Taxol® (paclitaxel) was derived exclusively from the bark of the yew trees. As demand accelerated, however, it became obvious that the standing resource could not be sustained on a renewable basis, and researchers began to extract paclitaxel and other analogs from cuttings derived from the yew tree, such as the stems and needles. In addition, semi-synthetic processes were also developed, which resulted in the production of paclitaxel and eventually docetaxel from taxane analogs.

[0005] Even with the increased use of non-bark components of the yew tree, and the additional semi-synthetic production of Taxol®, the overall recovery and production of paclitaxel and docetaxel remain relatively low, and the sustainability of production remains an issue. Conventional R&D in this area has focused on enhanced taxane production by genetic optimization and by improved recovery, but improvements to date have been relatively modest.

[0006] Current methods of commercial Taxol® and taxane production are complex and costly. The unit operations are predominantly physical methods involving: harvesting/collection, grinding, mulching, preliminary solvent extraction and separation to get a crude taxane product. Once the crude taxane product is produced, Taxol® is recovered and purified in additional solvent extractions and other refining

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steps. In many cases, the other natural taxanes are chemically converted to additional

yields of paclitaxel or to docetaxel.

[0007] Given that the typical concentration of Taxol® from the bark of the yew tree is about 0.01% and since Taxol® is generally recovered from the bark of the yew tree

with an efficiency of about 70 to 75%, it takes about 14,000 kg of yew bark to yield 1 kg of Taxol. Similarly, about 7,000 and 14,000 kg of yew clippings, such as twigs and needles, yield 1 kg of recoverable Taxol®. The yield of Taxol® from various species of the yew tree has been reported as being in the range of from 50 mg/kg to 165 mg/kg (i.e., 0.005-0.017%). (see Miller et al., J. Org. Chem., 46:1469, 1981; McLaughlin et al., J. Nat. Prod., 44:312, 1981; Kingston et al., J. Nat. Prod., 45:466, 1982, and Senih et al., J. Nat. Prod., 47:131, 1984, U.S. Pat. No. 5,407,674 and U.S.

Pat. No. 5,380,916.)

[0008] Prior art methods for isolating taxanes from yew biomass generally include an initial step of solvent extraction. This solvent extraction step unfortunately removes a large amount of impurities together with the desired taxane compounds. As a result, methods have been developed that involve one or more liquid partitioning steps to enrich the concentrations of taxanes in the extracts, followed by several chromatography steps, (see, for example, Rao WO 92/07842; Nair WO 94/13827; Elsohley et al. WO 92/18492; Carver et al. U.S. Pat. No. 5,281,727, issued Jan. 25, 1994; Pandey and Yankov, U.S. Pat. No. 5,654,448, issued Aug. 5, 1987; Cociancich and Pace, U.S. Pat. No. 5,744,333, issued Apr. 28, 1998; Liu U.S. Pat. No. 5,969,165, issued Oct. 19, 1999; and Snader, "Isolation and Detection," in Taxol-Science and Applications, M. Suffness, ed., CRC Press, Boca Raton, Fla. 1995, pp. 277-286.)

[0009] A drawback of these methods is that they require large amounts of costly and,

sometimes, toxic organic solvents for the extraction and partitioning steps.

[0010] Cass et al. (Cass, B.J., Piskorz, J., Scott, D.S. and Legge, R.L. 2001. Challenges in the isolation of taxanes from *Taxus canadensis* by pyrolysis. Journal of Analytical and Applied Pyrolysis. 57, 275-285 describe a method of extracting Taxol® from the needles or whole clippings of *Taxus canadensis* by pyrolysis using a

fluidized bed reactor. The amount of Taxol® that is recovered according to the disclosed method is about 0.006 % based on the dry weight of the tissue mass subjected to the pyrolysis reaction, or about 20% of the amount that can be recovered using conventional organic solvent protocols. The disclosed pyrolysis reaction produced a number of phenolic compounds that were assumed to interfere in the detection of any other taxanes that may have been produced according to the described method. However, attempts at substantially removing these phenolic impurities from the pyrolysis sample using normal phase or reversed phase column chromatography, liquid-liquid partitioning or size exclusion chromatography, were unsuccessful, and in

fact no additional taxane yields were detected or confirmed to be present.

[0011] U.S. Patent Application Publication No. 2003/0013899, published on January 16, 2003, discloses a method of purifying taxanes extracted from yew biomass using an organic solvent without the need for a liquid-liquid partitioning step. The method involves extracting the biomass with an organic solvent to form an extract containing the taxanes, adsorbing the extract of taxanes onto an adsorption resin and selectively desorbing the taxanes from the resin using an elution solvent to produce a taxane enriched eluate. Individual taxanes may be separated from the eluate by a further chromatography step. It will be appreciated that large amounts of organic solvent are

required to effect the solvent extraction process. Moreover, there is no disclosure of the application of the disclosed purification method to a taxane-containing sample

produced by pyrolysis of a biomass of the yew tree, which contains pyrolytic lignin

and phenolic impurities.

7(i)

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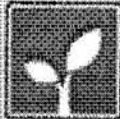
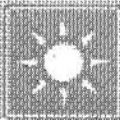
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GMF can provide financing for up to **80 per cent of costs to a maximum of \$4 million in loans combined with \$400,000 in grants**. Brownfield projects are eligible for below-market loans only, with **no funding limit**.

For municipal governments, GMF offers interest rates **1.5 per cent lower** than the Government of Canada bond rate for the equivalent term.

Sector	Funding focus
 Brownfields	Remediation projects
 Energy	Green building projects (retrofits and new construction)
 Transportation	Sustainable transportation projects
 Waste	Diversion projects
 Water	Wastewater projects

7(k)

For all questions relating to GMF funding opportunities, please contact:

Monique Delinelle, Application Coordinator
613-907-6357 - mdelinelle@fcm.ca

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Federation of Canadian Municipalities
24 Clarence Street, Ottawa, Ontario K1N 5P3 Tel.: 613-241-5221 Fax: 613-244-1515
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-152

AGREEMENTS: (L.5.5.) A by-law to authorize an agreement between the City and the F.J. Davey Home to provide that upon dissolution of the F. J. Davey Home the property remaining after the payment of all debts and liabilities shall be distributed to the City.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute an agreement in the form of Schedule "A" hereto dated the 31st day of July, 2009 and made between the City and the F.J. Davey Home to provide that upon dissolution of the F. J. Davey Home corporation all property remaining after the payment of all debts and liabilities shall be distributed to the City.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE TIMES and **PASSED** in open Council this 14th day of September, 2009.

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING

DH Bylaws\2009\2009-152 F.J. Davey Home

NOTICE
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

SCHEDULE "A"

THIS AMENDING AGREEMENT made the 31st day of July, 2009.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

OF THE FIRST PART

- and -

F. J. DAVEY HOME

(hereinafter called the "Corporation")

OF THE SECOND PART

WHEREAS the parties hereto entered into a Funding Agreement dated January 22nd, 2002 (the "Agreement") providing, among other things, for a capital contribution by the City in the amount of \$9,800,000.00 for the construction of a new long term care facility to be licenced under the Nursing Homes Act (Ontario) and operated by the Corporation.

AND WHEREAS as a result of the City's significant equity contribution it was intended by the parties hereto that upon dissolution of the Corporation and after the payment of all debts and liabilities, the remaining property of the Corporation was to be distributed or disposed of to the City.

AND WHEREAS through inadvertence the Letters Patent of the Corporation did not so provide;

AND WHEREAS the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE in consideration of the covenants and agreements contained herein the parties hereto agree as follows:

1. The parties hereto agree that the Agreement is hereby amended by adding to paragraph 9 of the Agreement the following sentence:

"The Corporation further acknowledges that the Letters Patent of the Corporation shall provide that upon dissolution of the Corporation and after the payment of all debts and liabilities, the remaining property of the Corporation shall be distributed or disposed of to the City."

- 2 -

2. The Corporation agrees that it shall forthwith upon execution of this Amending Agreement by the parties make application for Supplementary Letters Patent to amend the Letters Patent of the Corporation accordingly.
3. The parties agree that the amendment contained herein shall be effective as at and from the date of the Agreement.
4. Save and except as amended herein the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement on the date and year first above-written.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per: _____

Per: _____

I/We have authority to bind the Corporation

F. J. DAVEY HOME

Per: Michael Sanzoni

Per: [Signature]

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-154

AGREEMENT: (P.4.5.368) A by-law to authorize a contribution agreement between the City and Her Majesty the Queen as represented by the Minister of Energy & Infrastructure (Ontario) for funding for the Algoma Public Health building and the Waterfront Walkway and Hub Trail extension.

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 September 14, 2009, in the form of Schedule "A" between the City and Her Majesty the Queen as represented by the Minister of Energy & Infrastructure (Ontario) for funding for the Algoma Public Health building and the Waterfront Walkway and Hub Trail extension.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

Read THREE times and PASSED in open Council this 14th day of September, 2009.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

DH Bylaws\2009\2009-154 – Contribution Agmt – Min Energy & Infrastructure

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

INFRASTRUCTURE STIMULUS FUND

CONTRIBUTION AGREEMENT

Ministry of Energy and Infrastructure and Ministry of Agriculture, Food and Rural Affairs

THIS AGREEMENT made in quadruplicate as of the 14th day of September, 2009.

B E T W E E N: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**
as represented by the Minister of Energy and Infrastructure

and the

Minister of Agriculture, Food and Rural Affairs (referred to herein jointly as
"Ontario" and as "OMAFRA" in the latter case)

A N D: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(referred to herein as the "Recipient")

WHEREAS the Government of Canada has established a \$4 billion Infrastructure Stimulus Fund (ISF) under Canada's Economic Plan to mitigate against the impacts of the global economic recession by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

AND WHEREAS the Government of Ontario also recognizes the impacts of the global economic recession on the Province of Ontario and is actively mitigating against those impacts by increasing the total amount of construction activity to projects that can start and be substantially completed in fiscal years 2009-2010 and 2010-2011;

AND WHEREAS the purpose of the Infrastructure Stimulus Fund Contribution Agreement ("Agreement") is directed at capital projects that involve moveable or non-moveable assets, constructed, rehabilitated, or improved, in whole or in part;

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution from the Government of Canada and the Government of Ontario to assist with projects under ISF which is being administered by the Government of Ontario;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Description of the Project(s)
- Schedule "C" - Eligible and Ineligible Costs
- Schedule "D" - Project Financial Assistance
- Schedule "E" - Government of Canada Requirements
- Schedule "F" - Additional Provisions
- Schedule "G" - Communications Requirements

- Page 2 of 44

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the Schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Aboriginal Group(s)" includes the Indian, Inuit and the Métis peoples of Canada or any other group that has legally been recognized as holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Adjust the Financial Assistance" means adjust or terminate the Financial Assistance on the Project or the amount of financial assistance for any other of the Recipient's Project(s) under the ISF, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance for the Project in an amount to be determined by OMAFRA and within the period specified by OMAFRA.

"Agreement" means this Infrastructure Stimulus Fund Contribution Agreement, including the cover and execution pages and all of the Schedules, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of Schedule "A".

"Asset" means any moveable or non-moveable asset, constructed, rehabilitated, or improved, in whole or in part, with Financial Assistance contributed by the Government of Canada and the Government of Ontario under this Agreement.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Claim and Progress Statement" has the meaning given to it in Section 6.3 of Schedule "A".

"Claims Submission" has the meaning given to it in Section 6.3 of Schedule "A".

"Class of Asset" means a

- a) Local Government Asset;
- b) Not-For-Profit Private Sector Asset;
- c) For-Profit Private Sector Asset; or
- d) Provincial Asset.

"Communication Requirements" means the communication requirements set out in Schedule "G", or as directed by OMAFRA from time to time.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a contract between a Recipient and a third party at arm's length whereby the

ISF Contribution Agreement

latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown agency as defined in the *Crown Agency Act*, R.S.O. 1990, c. C.48, as amended.

"Eligible Costs" means the costs so described under Part C.1 of Schedule "C" and Schedule "G".

"End of Financial Assistance Date" means March 31, 2011.

"Environmental Contaminant" means any hazardous or toxic substance or material including, without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes and flammable, explosive or improperly handled friable materials.

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Environmental Contaminants. and include, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c. E. 19, as amended, the *Environmental Assessment Act*, R.S.O. 1990, c. E. 18, as amended, the *Ontario Water Resources Act*, R.S.O. 1990, c. O. 40, as amended the *Canadian Environmental Protection Act 1999*, S.C. 1999, c. 33, as amended, the *Canadian Environmental Assessment Act*, S.C. 1992, c. 37, as amended, the *Fisheries Act*, R.S.C. 1985, c. F-14, as amended and the *Navigable Waters Protection Act*, R.S.C. 1985, c. N-22, as amended.

"Event of Default" has the meaning given to it in Section 15.1 of Schedule "A".

"Expenditure and Job Creation Report" has the meaning given to it in Section 6.2 of Schedule "A" and Schedule "H".

"Expiration Date" means March 31, 2012.

"Federal Licensed Marks" has the meaning given to it in Section 5 of Schedule "E".

"Federal Maximum Financial Assistance" has the meaning set out in Schedule "D".

"Final Report" has the meaning given to it in Section 6.4 of Schedule "A".

"Final Report Date" means April 15, 2011.

"Financial Assistance" means the funds paid to the Recipient pursuant to this Agreement.

"Fiscal Year" means the period beginning on April 1 of a year and ending on March 31 of the following year.

"For-Profit Private Sector Asset" means an Asset that is owned, or will be owned, by a for-profit private sector entity.

Government of Canada" means Her Majesty the Queen in right of Canada.

ISF Contribution Agreement

"Government of Ontario" means Her Majesty the Queen in right of Ontario.

"Infrastructure" means publicly or privately owned capital assets in Ontario for public use or benefit.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, directors, officers, agents, appointees and employees and Her Majesty the Queen in right of Canada, Her Ministers, directors, officers, agents, appointees and employees.

"Ineligible Costs" means the costs so described under Part C.2 of Schedule "C".

"Licensed Marks" has the meaning given to it in Section 13 of Schedule "A".

"Local Government Asset" means an asset that is owned, or will be owned, by a local or regional government established under the laws of Ontario.

"Local Services Board" means a Local Services Board established under the *Northern Services Boards Act*, R.S.O. 1990, c. L. 28, as amended.

"Maximum Financial Assistance" has the meaning set out in Section 4.6 and Schedule "D".

"Not-For-Profit Private Sector Asset" means an Asset that is owned, or will be owned, by a not-for-profit private sector entity.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "D".

"Project" means the project or projects as described in Schedule "B".

"Project Completion Date" means March 31, 2011.

"Project Construction Start Date" has the meaning given to it in Schedule "B".

"Project Status Report" has the meaning given to it in Section 6.1 of Schedule "A".

"Provincial Asset" means an Asset that is owned, or will be owned, by the Government of Ontario or by a public sector body that is established by or under Ontario statute or by or under regulation.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Solemn Declaration of Substantial Completion" is referred to in Section 6.5 and Schedule "K".

"Substantially Completed" has the same meaning as and shall be determined in accordance with "substantially performed" in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and **"substantial completion"** shall have a corresponding meaning.

"Term" has the same meaning set out in Section 2.1.

"Total Eligible Costs" has the meaning set out in Schedule "D".

ISF Contribution Agreement

- 1.2 **Herein, etc.** The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- 1.3 **Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.4 **Statutes.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.5 **Gender, singular, etc.** Words importing the masculine gender include the feminine or neutral gender and words in the singular include the plural, and vice versa.
- 1.6 **OMAFRA Approvals.** Any reference to, or requirement for, OMAFRA's approval in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of OMAFRA.

SECTION 2 TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date (the "Term").
- 2.2 **End of Financial Assistance Date.** Notwithstanding anything in this Agreement and regardless of the Project's state of completion, the Government of Ontario shall not be obligated to provide Financial Assistance under this Agreement for any costs incurred after the End of Financial Assistance Date. The Recipient will be responsible for any financial obligations after that date related to the Project or this Agreement.
- 2.3 **Project Completion Date.** The Recipient shall complete the Project by the Project Completion Date. The Government of Ontario shall not be obligated to provide Financial Assistance under this Agreement for any costs incurred after the Project Completion Date. The Recipient will be responsible for any risks and obligations to complete the Project if the Recipient fails to complete the Project by the Project Completion Date. The Recipient will also be responsible for completing the Project as soon as possible after the Project Completion Date.

SECTION 3 ELIGIBLE COSTS

- 3.1 **Eligible Costs.** For a cost to be eligible for Financial Assistance pursuant to this Agreement (an "Eligible Cost"), the cost must be included in Schedule "C", Part C.1, except where otherwise expressly approved in writing by OMAFRA. For greater certainty, where Schedule "B" identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible for Financial Assistance.
- 3.2 **Discretion of OMAFRA.** Subject to Section 3.1, the eligibility of any costs not listed in

ISF Contribution Agreement

Part C.1 of Schedule "C" will be determined in accordance with the policies and guidelines (if any) established by OMAFRA to administer the ISF. The final determination of the eligibility of any costs claimed is at the sole and absolute discretion of OMAFRA.

- 3.3 Retention of Receipts.** The Recipient shall retain all accounts, documents and records of payments related to Eligible Costs including, without limitation, invoices and receipts, for audit purposes and such supporting documentation must be available to OMAFRA when requested and shall be retained until six (6) years after the Substantial Completion of the Project, any extension thereof or for such period as OMAFRA in its sole discretion may, in writing, direct.
- 3.4 Ineligible Costs.** Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Part C.2 of Schedule "C" ("Ineligible Costs").
- 3.5 Deemed Ineligible.** The Recipient acknowledges that the Government of Ontario's Fiscal Year ends on March 31 in each year, and that should a cost not be submitted by the Recipient for payment of Financial Assistance before March 31 of the year following the Fiscal Year in which it was incurred, such cost may be deemed, at OMAFRA's sole and absolute discretion, ineligible for Financial Assistance.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs incurred by the Recipient.
- 4.2 Basis of Payout of Financial Assistance.** The Financial Assistance will be provided by OMAFRA to the Recipient on the basis set out in Schedule "D".
- 4.3 Reporting.** The Recipient is required to submit Project Status Reports and Expenditure and Job Creation Reports to OMAFRA pursuant to Section 6.1 and Section 6.2 of Schedule "A" prior to OMAFRA releasing any Financial Assistance.
- 4.4 Financial Assistance Advanced.** Based on submitted Expenditure and Job Creation Report projections demonstrating that Eligible Costs will be incurred in 2009-10, OMAFRA may provide to the Recipient up to 25% of Eligible Costs expected to be incurred in 2009-10 prior to OMAFRA receiving evidence that the associated Eligible Costs have already been incurred by the Recipient (the "advance payment(s)"). The Recipient is required to submit invoices demonstrating full use of the advanced payments in subsequent Claim and Progress Statements to OMAFRA. Further Eligible Costs incurred in 2009-10 will only be reimbursed following the Recipient's submission of invoices to OMAFRA and showing the full use of the advanced payment. If the Recipient is unable to provide invoices by March 31, 2010 demonstrating full-use of the advanced payment, the Government of Ontario retains the right to demand repayment of any unused Financial Assistance.

Based on submitted Expenditure and Job Creation Report projections demonstrating that Eligible Costs will be incurred in 2010-11, OMAFRA may provide to the Recipient up to 25% of Eligible Costs expected to be incurred in 2010-11 prior to OMAFRA receiving evidence that the associated Eligible Costs have already been incurred by the Recipient

(the "further advance payment(s)"). The Recipient is required to submit invoices demonstrating full use of the further advanced payments in subsequent Claim and Progress Statements to OMAFRA. All other Eligible Costs incurred will only be reimbursed following the Recipient's submission of invoices to OMAFRA and showing the full use of the further advanced payment. If the Recipient is unable to provide invoices by March 31, 2011 demonstrating full-use of the further advanced payment, the Government of Ontario retains the right to demand repayment of any unused Financial Assistance.

- 4.5 Deposit of Financial Assistance In Canadian Financial Institution and Interest on Financial Assistance Advanced.** All Financial Assistance provided, including any advanced or further advance payments as well as all interest earned thereon, shall be deemed to remain the property of the Government of Ontario and must be held by the Recipient for the Government of Ontario in an interest bearing account in the name of the Recipient at a Canadian financial institution, pending payment of Eligible Costs. The amount of interest earned (if any) shall be reported to OMAFRA. If the Recipient earns any interest on the advanced Financial Assistance:
- a) OMAFRA may deduct an amount equal to the interest from any other instalments of Financial Assistance; or
 - b) The Recipient shall pay an amount equal to the interest to OMAFRA if directed by OMAFRA.
- 4.6 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance figure set out in Schedule "D".
- 4.7 Excess Financial Assistance.** The Recipient shall immediately notify OMAFRA should the Project require less than the Total Eligible Costs to be Substantially Completed, or where additional funding is secured from other government sources such that the total funds available to the Recipient for the Project (including the Financial Assistance) exceed the Maximum Financial Assistance. OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance on the Project.
- 4.8 Interdependent Projects.** Where implementation of a Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, OMAFRA may, in its sole discretion and absolute, Adjust the Financial Assistance for the Project.
- 4.9 Recipient Not Carrying out Project.** The Recipient shall immediately notify OMAFRA if it does not intend to carry out any Project in whole or in part as specified in Schedule "B" hereto, in which case OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.
- 4.10 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.
- 4.11 Alternatives to Project.** If the Recipient becomes aware of any means of completing either the Project's objective or the Project itself that are more cost effective, the Recipient shall immediately notify OMAFRA, in which case OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance. Likewise, if OMAFRA

becomes aware of any alternative means of completing either the Project's objective or the Project itself that are more cost effective, the Recipient will be notified and OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance.

- 4.12 *Transfer of Financial Assistance between Projects.*** The Recipient shall not transfer Financial Assistance assigned to one Project to another Project listed in Schedule B hereto without the express written consent of OMAFRA.
- 4.13 *Goods and Services Tax.*** The Financial Assistance is based on the net amount of Goods and Services Tax to be paid by the Recipient pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, net of any applicable rebates. If and when the Harmonized Sales Tax is phased in within the Province of Ontario, the Financial Assistance will be based on the net amount of the Harmonized Sales Tax to be paid by the Recipient, net of any applicable rebates.
- 4.14 *Withholding Payment.*** OMAFRA may, in its sole and absolute discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any and all applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines.
- 4.15 *Financial Assistance upon Expiry.*** Without limiting any rights OMAFRA has under this Agreement, at law or in equity, OMAFRA shall have the right to be repaid by the Recipient, in whole or in part, for Financial Assistance advanced and unspent by the Recipient for a Project that has not been completed by the Project Completion Date.
- 4.16 *Limitation on Payment of Financial Assistance.*** Notwithstanding section 4.4 of this Agreement, OMAFRA may choose not to advance any Financial Assistance to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 9 of Schedule "A".
- 4.17 *Insufficient Funds Provided by the Legislature of Canada.*** If, in the opinion of the Government of Ontario, the Legislative Assembly of Ontario or the Government of Canada does not provide sufficient funds to continue the Financial Assistance for any Fiscal Year during which this Agreement is in effect, the Government of Ontario may terminate this Agreement in accordance with the terms specified in Section 15.5 of Schedule "A".

SECTION 5

PROJECT AWARD, CONSULTATIONS WITH ABORIGINAL GROUP(S), MANAGEMENT AND COMPLETION

- 5.1 *Recipient Fully Responsible.*** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 *Government of Ontario Not Responsible for Implementation.*** The Government of

Ontario shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others unless the Project relates to a Provincial Asset.

- 5.3 Government of Ontario Not Responsible for Costs, etc.** The Government of Ontario shall not be responsible for any costs associated with the operation, maintenance and repair of the Project nor for any claims, proceedings or judgments arising from the tender and bidding process, unless the Project relates to a Provincial Asset.
- 5.4 Consultations with Aboriginal Group(s).** The Recipient agrees to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "L".
- 5.5 Behaviour of Recipient.** The Recipient shall at all times carry out the Project in an economical and businesslike manner, in accordance with this Agreement subject to any reasonable changes that OMAFRA may agree to or require from time to time in writing.
- 5.6 Competitive Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for the Project through a transparent, competitive process that ensures the best value for the Financial Assistance expended. Where the Recipient is a municipal entity, the Recipient shall follow its procurement policies as required by the *Municipal Act, 2001*, 2001, S.O. c. 25, as amended or, for the City of Toronto, the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schd. A, as amended. Where the Recipient is a not-for-profit private sector entity, a for-profit private sector entity or a Local Services Board, the Recipient shall ensure that for equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless OMAFRA gives prior written approval. The requirement for a competitive process for municipal Recipients, not-for-profit private sector Recipients, for-profit private sector Recipients or Local Services Board Recipients may be waived with prior written approval by OMAFRA if:
- a) the equipment, services and supplies the Recipient is purchasing is specialized and is not readily available; or
 - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.7 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.6 of Schedule "A" and the requirements of this Section 5.7, the requirements referenced in this Section 5.7 shall apply.
- 5.8 Final Claim.** The Recipient shall submit its final claims for all costs incurred by the End of Financial Assistance Date with the required documentation, including the Final Report as per Section 6.4 of Schedule "A", for approval, cost reviews, audits (including any value for money audits that OMAFRA may decide to undertake in its sole and absolute discretion) within 90 days following the Substantial Completion of the Project and no later than the Final Report Date, which date is earlier, or such later date as is specified in

writing by OMAFRA. Upon completion of the cost reviews, audits and settlement, OMAFRA shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by OMAFRA, any documentation required for approval, cost reviews and audits.

- 5.9 Commencement of Project.** The Recipient shall begin the Project within sixty (60) days of the Project construction start date, as per Schedule B, or such other period as OMAFRA may allow, failing which this Agreement may be terminated pursuant to Section 15.
- 5.10 Contracts.** The Recipient shall ensure that all Contracts:
- a) are consistent and do not conflict with this Agreement;
 - b) incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - c) be consistent with all policies and procedures the Government of Canada and/or the Government of Ontario may provide to the Recipient in relation the ISF;
 - d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with any policies and procedures the Government of Ontario may provide to the Recipient;
 - e) require that the parties thereto comply with any and all applicable federal, provincial or municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, policies, protocols and guidelines; and
 - f) authorize the Governments of Canada and Ontario of to collect, use and disclose information and data gathered by parties, perform audits and monitor the Project as they see fit.

SECTION 6 REPORTING REQUIREMENTS

- 6.1 Project Status Report.** The Recipient shall submit monthly Project Status Reports in the format prescribed by OMAFRA including such information as estimated percentage of project completion, tender call dates, tender award dates, forecast and actual construction start and end dates, and all other information respecting the progress of the Project that may be requested by OMAFRA or of which the Recipient becomes aware that may affect the Project's timely completion.

In addition, and without limitation by the communications requirements set out else wherein this Agreement, the Recipient shall also submit copies of all communications and public information materials related to the Project with the Project Status Reports.

- 6.2 Expenditure and Job Creation Report.** The Recipient shall, at a minimum, submit to OMAFRA a quarterly Expenditure and Job Creation Report, as set out in Schedule "H" hereto and which may be amended by OMAFRA from time to time, for each Project

listed in Schedule "B", to OMAFRA on or before May 15, August 15, November 15 and February 15 for each Fiscal Year.

- 6.3 Claims Submission.** All Recipient Claim Submissions shall include, but are not limited to, the following report:

Claim and Progress Statement. The Recipient shall provide OMAFRA with a duly executed report in the form set out in Schedule "I" ("Claim and Progress Statement") that shall contain information to allow OMAFRA to assess the progress of the Project and OMAFRA may amend the Claims and Progress Statement from time to time, as well as the eligibility of that portion of the Project for which disbursement is being requested and the individual Project tasks and milestones.

- 6.4 Final Report.** Within 90 days of the Project becoming Substantially Completed and no later than the Final Report Date, or such later date as is specified in writing by OMAFRA, the Recipient shall submit a final report (the "Final Report" as set out in Schedule "J") for the Project to OMAFRA in a manner satisfactory to OMAFRA and the Recipient shall follow such administrative procedures as are specified from time to time by OMAFRA.

Upon acceptance of the Final Report and the processing of final claims, OMAFRA shall not be obligated to consider any further claims in relation to the Project.

- 6.5 Solemn Declaration of Substantial Completion.** Within ninety (90) days of the Project becoming Substantially Completed and no later than the Final Report Date, or such later date as is specified in writing by OMAFRA, the Recipient shall submit a fully executed Solemn Declaration of Substantial Completion, as set out by Schedule "K", for all Projects for which Eligible Costs have been claimed.

SECTION 7 RECORDS AND AUDIT

- 7.1 Separate Records.** The Recipient shall maintain separate records and documentation for each Project listed in Schedule "B" and shall keep all records and documentation for six (6) years after the submission of the final claims referred to in Section 5.9 of Schedule "A".
- 7.2 Provide Records to OMAFRA.** The Recipient shall provide to OMAFRA, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, Consultants relating to the Project or any other project(s) of the Recipient under the ISF, or any other Government of Ontario program(s), for the purposes of cost reviews, audits (including any value for money audits that OMAFRA may decide to undertake in its sole and absolute discretion) settlement, as may be required by OMAFRA, of the Project or any other project(s) of the Recipient under the ISF, or any other Government of Ontario program(s). Such material shall be provided in a form and manner satisfactory to OMAFRA.
- 7.3 External Auditor.** OMAFRA may require the assistance of an external auditor to carry out a review of the material referred to in Sections 7.1 and 7.2 of Schedule "A". If so, the

Recipient shall, upon request, retain an external auditor acceptable to OMAFRA at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts a financial or program review pursuant to this section of the Agreement or otherwise, provides a copy of the report to OMAFRA for its consideration at the same time that the report is given to the Recipient.

- 7.4 Auditor General of Canada.** The Auditor General of Canada, may, at the Auditor General of Canada's cost, conduct an audit with respect to the use of Financial Assistance under this Agreement. For the purposes of facilitating such inquiry, the Recipient shall release to OMAFRA upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada: all records held by the Recipient, or by agents or contractors of the Recipient, relating to this Agreement and/or the Financial Assistance; and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General may request relating to any part of this Agreement of the use of Financial Assistance.
- 7.5 Auditor General of Ontario.** The Auditor General of Ontario, may, at the Auditor General of Ontario's cost, conduct an audit with respect to the use of Financial Assistance under this Agreement. For the purposes of facilitating such inquiry, the Recipient shall release to OMAFRA upon request and in a timely manner, for the purpose of releasing to the Auditor General of Ontario: all records held by the Recipient, or by agents or Contractors of the Recipient, relating to this Agreement and/or the Financial Assistance; and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General may request relating to the Financial Assistance.
- 7.6 Information.** The Recipient shall supply to OMAFRA, upon request, such information in respect of the Project and its results including, without limitation, all Contracts and agreements related to the Project and all plans and specifications related to the Project, as OMAFRA may require. The Government of Canada and the Government of Ontario, their respective agents and employees, including the Auditor General's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) complete any other auditing or monitoring that may be reasonably required in relation to the Project.
- 7.7 Information Condition Precedent for Payment.** If, in the opinion of OMAFRA, any of the information requirements of this Section 7 are not met, OMAFRA may, in its sole and absolute discretion, require the information as a condition precedent to any payment in relation to the Project(s) of the Recipient under the ISF, or any other provincial program(s) (either current or future). In addition, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT AND FAILURE TO SUBSTANTIALLY COMPLETE CONTRACT WITHIN TIMELINES

- 8.1 Allowable Financial Assistance.** Financial Assistance paid to the Recipient prior to the submission of a Final Report in accordance with Section 5.9 of Schedule "A" shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, OMAFRA will determine the final amount of Financial Assistance on the Project (the "Allowable

Financial Assistance"). For certainty, the allowable Financial Assistance shall not exceed the Maximum Financial Assistance. The Recipient agrees to repay to OMAFRA, upon receipt of a written demand and within the period specified by OMAFRA, that portion of the Financial Assistance that exceeds the Allowable Financial Assistance applicable to the Project (an "overpayment"), as determined by OMAFRA, as well as any Financial Assistance used for a purpose other than that stated in the terms of this Agreement, as determined by OMAFRA.

- 8.2 Deduction of Overpayment.** OMAFRA may deduct any overpayments of Financial Assistance for the Project from financial assistance payable on any other Project(s) of the Recipient under the ISF or any other Government of Ontario program(s) and/or Government of Canada program(s) that are delivered by the Government Ontario on behalf of the Government of Canada (either current or future). Any overpayment made on any other Project(s) of the Recipient under the ISF or any other Government of Ontario program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 Interest on Overpayment.** OMAFRA reserves the right to demand interest on any overpayment owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by OMAFRA.
- 8.4 Recovery of Financial Assistance.** Where Eligible Costs committed to a Project have not been incurred, OMAFRA may withdraw any unspent Financial Assistance for the Project if it has not started construction on its scheduled start date or if a Project has started construction but for which progress is not to the satisfaction of Ontario.

SECTION 9 INSURANCE AND BONDING

- 9.1 Insurance.** The Recipient represents and warrants that it has, and shall maintain in full force and effect for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The commercial general liability insurance policy shall include the following:
- (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross liability clause;
 - (iii) contractual liability coverage; and
 - (vii) a 30 day written notice of cancellation, termination or material change.
- 9.2 Proof of Insurance.** The Recipient shall provide OMAFRA with certificates of insurance, or other proof as may be requested by OMAFRA, that confirms the insurance

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coverage as provided for in Section 9.1 of Schedule "A". Upon the request of OMAFRA, the Recipient shall make available to OMAFRA a copy of each insurance policy.

9.3 Bonding. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained in full force and effect during the term of this Agreement.

- a) a performance bond in the amount of 100% of the Contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the performance of that construction Contract and the correction of any deficiencies; and
- b) a labour and material payment bond in the amount of 50% of the Contract price for any construction Contract related to the Project and which is for an amount greater than \$150,000.00 covering the payment for labour, material or both.

9.4 Alternatives, reduction or waiver. Notwithstanding the requirements set out in Section 9.3, in the event that the Recipient provides a written business case to obtain approval to put into effect and maintain an alternative form of security or to reduce or eliminate the bonds for construction Contracts of \$350,000.00 or less, OMAFRA, in its sole discretion, may accept an alternative form of security, reduce or waive the bonding requirements in whole or in part.

SECTION 10 INDEMNITY

10.1 Indemnified Parties Not Liable. In no event shall the Indemnified Parties be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in any way related to the Canada-Ontario Infrastructure Stimulus Fund Agreement or this Agreement or the Project; or
- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to the Canada-Ontario Infrastructure Stimulus Fund Agreement or this Agreement or the Project.

10.2 Recipient to Indemnify. Where the Recipient is a municipality, a not-for-profit private sector entity, a for-profit private sector entity or a Local Services Board, the Recipient agrees to indemnify and hold harmless the Indemnified Parties from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended and for any and all liability for damages to property and injury to persons (including death) which the Indemnified Parties may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees, agents and Consultants, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent

act of the Recipient, a third party, their respective employees, officers, servants or agents.

- 10.3 Further Indemnity.** The Recipient further agrees to indemnify and hold harmless the Indemnified Parties, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Indemnified Parties may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees, agents and Consultants, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 TRANSFER AND OPERATION OF INFRASTRUCTURE

- 11.1 Transfer of Ownership.** Unless otherwise agreed to by the Governments of Canada and Ontario, the Recipient will retain title to, and ownership of, the Asset resulting from the Project(s) for at least five (5) years after the completion of the Project(s).
- 11.2 Repayment.** In the event that at any time within five (5) years from the date of completion of the Project(s), the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any Asset constructed, rehabilitated or improved, in whole or in part, with the Financial Assistance, other than to Canada, Ontario, a Local Government, or a Crown corporation of Ontario that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay the Governments of Canada and Ontario, on demand, a proportionate amount of the Financial Assistance, as follows:

Where Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
5 Years after Project completion	0%

- 11.3 Notice.** At any time during the five (5) years following the date of completion of the Project, the Recipient agrees to notify OMAFRA in writing of any transaction triggering the above-mentioned repayment in section 11.2 of Schedule "A", at least one hundred eighty (180) days in advance.
- 11.4 Deduction from Financial Assistance.** OMAFRA may, in its sole and absolute discretion, deduct the amount of Financial Assistance to be repaid by the Recipient under Section 11.2 of Schedule "A" from Financial Assistance payable by the Government of Ontario to the Recipient on any other project(s) of the Recipient under the ISF or any other Government of Ontario program(s) (either current or future) and provide that money to the Governments of Canada and/or Ontario.
- 11.5 Revenue from Assets.** The Recipient must identify to OMAFRA when an Asset in any given Fiscal Year generates revenues that exceed its costs, including operating costs, alternative financing partnerships or public-private partnerships costs and provisions for future life cycle costs and where the intent of revenue generation was not identified in

the application. Within the first five (5) complete Fiscal Years following the Substantial Completion of a Project, OMAFRA may, in its sole and absolute discretion, deem the amount of revenue from that Project that is proportional to the Government of Canada's and the Government of Ontario's Financial Assistance to the total cost of the Asset to be an overpayment of Financial Assistance (the "deemed overpayment"). The Recipient shall pay OMAFRA, upon request, the deemed overpayment.

- 11.6 Asset Operation.** The Asset established with the Financial Assistance under this Agreement shall be used, maintained and operated for a period of at least one half of the expected useful life of the Asset after Substantial Completion of the Project as set out in Schedule "F". Any contravention of this provision shall give OMAFRA the right to recover a portion or all of the Financial Assistance to those Project(s) provided under this Agreement.

SECTION 12 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 12.1 No Conflict of Interest.** The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents, sub-contractors, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, as determined in the sole and absolute opinion of OMAFRA) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Government of Ontario that is relevant to the Project or otherwise where OMAFRA has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in an organization that is carrying out work related to the Project.
- 12.2 Disclose Potential Conflict of Interest.** The Recipient shall disclose to OMAFRA without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 12.3 Freedom of Information and Protection of Privacy Act.** The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended binds the Ontario Government.

SECTION 13 RECOGNITION

- 13.1 Licensed Marks.** The Recipient acknowledges that the Governments of Canada and Ontario are, will be or may be the owner of certain distinguishing marks comprised of designs, trademarks and official marks which have come or will come to be associated with the ISF (all such current and future marks, being the "Licensed Marks").
- 13.2 Acknowledgement in Advertising and Publicity.** The Recipient agrees to acknowledge the Financial Assistance of the Governments of Canada and Ontario to the Project in all advertising and publicity relating to the Project and in any construction signs and in any temporary or permanent tributes to Project donors by adhering to the Communications Requirements as per Schedule "G".

13.3 Use of Licensed Marks. In consideration of receiving the Financial Assistance, the Recipient agrees to use the Licensed Marks as follows:

- a) the Recipient agrees to strictly use the Licensed Marks only as prescribed by the Communications Requirements and not to use any other mark or trademark in combination with any of the Licensed Marks without the prior written approval of the Governments of Canada and Ontario, or their delegates responsible for administering the ISF. The Recipient agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks;
- b) the Recipient agrees to submit to the Governments of Canada and Ontario, or their delegates responsible for administering the ISF, copies of any advertisements or promotional materials containing the Licensed Marks for approval prior to any use thereof and to remove therefrom either any reference to the Licensed Marks or any element that may from time to time and upon reasonable notice be required;
- c) the Recipient agrees that it will not state or imply, directly or indirectly, that the Recipient or the Recipient's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the Governments of Canada and Ontario, or their delegates responsible for administering the ISF and shall, upon notification, express disclaimers to that effect; and
- d) the Recipient agrees to promptly inform the Governments of Canada Ontario, or their delegates responsible for administering the ISF of any suspected infringement of any Licensed Marks by a third party.

13.4 Cease Using Licensed Marks. Whether or not the Recipient is in breach of this Agreement, forthwith upon any receipt by the Recipient of a written direction from the Governments of Canada and Ontario, or their delegates responsible for administering the ISF, the Recipient shall cease using the Licensed Marks, and without limiting the generality of the foregoing, will remove all signage and remove from circulation any use or reference to the Licensed Marks.

SECTION 14 COVENANTS, REPRESENTATIONS AND WARRANTIES

14.1 General. The Recipient covenants, represents and warrants to the Government of Ontario that:

- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines;
- b) it is conducting and shall carry on its business in compliance with all Government of Canada requirements as outlined in Schedule "E";
- c) it has authority and any necessary approval to enter into this Agreement and to carry out its terms;
- d) it has or will apply for all permits, approvals, and licenses which are required in

order to carry out the Project;

- e) it validly exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;
- f) where applicable, it has passed by-laws required to undertake the Project;
- g) it is now and will continue to be compliant with all Environmental Laws;
- h) it owns or has a long-term lease (inclusive of any renewals) for the lands on which the Infrastructure is or will be located that expires no earlier than five (5) years following Project completion;
- i) provided that the Recipient is not a municipality or a Crown Agency,
 - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - C. is registered and qualified to do business wherever necessary to carry out the Project;
- j) it has the experience, financial health and ability to carry out this Project;
- k) if the Recipient is a municipality, local board or a Crown agency, it has the legislative authority to carry out the Project;
- l) all information provided during the ISF application process remains true, correct and complete in every respect except as set out to the contrary herein; and
- m) notify OMAFRA of all other sources of funding for each Project contained in Schedule "B" of this Agreement that may reduce the level of Financial Assistance the Recipient would be eligible to receive under this Agreement.

14.2 Governance. The Recipient represents, warrants and covenants that, it has, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:

- a) establish the expected code of conduct and ethical responsibilities at all levels of the Recipient's organization;
- b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- c) establish decision-making mechanisms;
- d) provide for the prudent and effective management of the Financial Assistance;
- e) establish procedures to enable the successful completion of the Project;
- f) establish procedures to enable the timely identification of risks to the completion

of the Project and strategies to address the identified risks;

- g) establish procedures to enable the preparation and delivery of all reports required under this Agreement; and
- h) responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

14.3 Representations and Warranties True Condition Precedent for Payment. Upon request, the Recipient shall provide OMAFRA with proof of the matters referred to in this Section. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, OMAFRA may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 15 DEFAULT, ENFORCEMENT AND TERMINATION

15.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of OMAFRA, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the OMAFRA any representation or warranty made by the Recipient in this Agreement or any certificate delivered to OMAFRA pursuant hereto shall be materially untrue in any respect;
- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of OMAFRA;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion of OMAFRA a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the OMAFRA, acting reasonably;
- g) if in the opinion of the OMAFRA, the Recipient ceases to operate;
- h) if the Recipient fails to begin the Project within sixty (60) days of the Project construction start date, as per Schedule B, or such period as OMAFRA may allow,, or, in the opinion of OMAFRA, the Recipient has failed to proceed

diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of OMAFRA are beyond the control of the Recipient;

- i) if the Recipient has submitted false or misleading information to OMAFRA; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents, sub-contractors and volunteers has breached the requirements of Section 12 of Schedule "A".

15.2 Waiver. OMAFRA may, in its sole and absolute discretion, at any time, waive any Event of Default which may have occurred provided that no such waiver extends to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from OMAFRA.

15.3 Remedies on Default. Notwithstanding any other rights which the Government of Ontario may have under this Agreement, if an Event of Default has occurred, the Government of Ontario shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of OMAFRA in its sole and absolute discretion, is curable, OMAFRA has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 Business Days or such period of time as OMAFRA may consent to in writing:

- a) OMAFRA shall have no further obligation to provide any Financial Assistance for the Project;
- b) the Government of Ontario may, at its option, terminate this Agreement immediately or may, in its sole and absolute discretion, Adjust the Financial Assistance. The total amount of Financial Assistance paid to the Recipient to the date of termination shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
- c) the Government of Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.4 Additional Remedies. In addition to the remedies described in Section 15.3, the Government of Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Government of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Government of Ontario.

15.5 Termination Without Cause. Notwithstanding anything else contained herein, the Government of Ontario reserves the right to terminate this Agreement without cause upon such conditions as the Government of Ontario may require, with a minimum of thirty (30) Business Days written notice to the Recipient. If the Government of Ontario terminates this Agreement prior to its Expiration Date, the Government of Ontario, subject to all of the Government of Ontario's rights under this Agreement, including,

without limitation, its right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed and Eligible Costs already incurred and paid at the time of such termination, provided that the Recipient provides a report to OMAFRA that meets the requirements of a Claims and Progress Statement and OMAFRA has sufficient funds appropriated by the Legislative Assembly of Ontario. Such report must be received by OMAFRA within ninety (90) Business Days of notice of termination being given to the Recipient pursuant to this Section.

SECTION 16 NOTICE

- 16.1 Notice.** Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "F" or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the Recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received three (3) Business Days following the day on which it was mailed.
- 16.2 Representatives.** The individuals identified pursuant to Schedule "F" will, in the first instance, act as the Government of Ontario's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 17 MISCELLANEOUS

- 17.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, sub-contractors and Consultants shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Government of Ontario than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7 of Schedule "A".
- 17.2 Time Is of the Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 17.3 Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

- 17.4 Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 No Waiver.** The failure by the Government of Ontario to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Government of Ontario's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 17.6 Division of Agreement.** The division of this Agreement into Schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws applicable in Ontario.
- 17.8 Survival.** The following Schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment and Failure to Substantially Complete Contract Within Timelines), Section 10 (Indemnity), Section 11 (Transfer and Operation of Infrastructure), Section 12 (Conflict of Interest and Confidentiality), Section 13 Recognition), Section 14 (Covenants, Representations and Warranties), Section 15 (Default, Enforcement and Termination), and Section 17.11 (Interest) of Schedule "A"; Schedule "E"; Schedule "F" (useful life of Project Infrastructure); and Schedule "G" (the Recipient's obligation to maintain a permanent plaque in cases where it is necessary to install a permanent plaque).
- 17.9 No Assignment.** The Recipient shall not assign any aspect of this Agreement. The Government of Ontario may assign this Agreement on written notice to the Recipient.
- 17.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Government of Ontario and the Recipient.
- 17.11 Interest.** OMAFRA reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by OMAFRA.
- 17.12 Government of Ontario and Recipient Independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner of or in joint venture with the Government of Ontario for any purpose whatsoever.
- 17.13 Recipient Cannot Represent Government of Canada or Government of Ontario.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any Contract or commitment in the name of or on behalf of the Governments of Canada and/or Ontario. The

Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Governments of Canada and/or Ontario, to act as an agent of the Governments of Canada and/or Ontario, or to bind the Governments of Canada and/or Ontario in any manner whatsoever other than as specifically provided in this Agreement.

- 17.14 Consultants.** The Government of Ontario acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Government of Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 17.15 Lobbyists and Agent Fees.** The Recipient warrants that any person hired, for payment, or to speak or correspond with any employee or other person representing the Recipient, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required pursuant to the *Lobbying Act*, as amended, is registered pursuant to the *Lobbying Act*. The Recipient also warrants that it has not and nor will it make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the contribution hereunder or negotiating the whole or any part of the terms of this Agreement.
- 17.16 Cooperation for non-Ontario Government Recipients.** The Recipient and the Government of Ontario agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.17 Data.** The Recipient agrees that the Government of Ontario may, in its sole discretion, gather and compile information and data required under this Agreement and disclose such information and data to the Government of Canada.
- 17.18 Priority.** Where there is a conflict between one or more of the Schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B" and all other Schedules.
- 17.19 Entire Agreement.** The Agreement constitutes the entire Agreement between Government of Ontario and the Recipient with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and/or agreements.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
DESCRIPTION OF THE PROJECT(S)

FILE NUMBER	PROJECT TITLE	PROJECT DESCRIPTION	PROJECT CONSTRUCTION START DATE	ABORIGINAL CONSULTATION SCHEDULE L
1814	New Municipal Building for Algoma Public Health	This project proposes to construct a new facility in Sault Ste. Marie that will house Algoma Public and Community Health programs and services.	08/01/2009	L1
1854	Hub Trail & Waterfront Walkway Expansion	This project will provide an extension of the Hub Trail from the recently completed Clergue Park area to major attractions. Extension from Carmen's Way to Fort Creek Third Line Hub Corridor.	09/01/2009	L1

SCHEDULE "C"
ELIGIBLE AND INELIGIBLE COSTS

ELIGIBLE COSTS

C.1. Subject to Section C.2, Eligible Costs will be all direct costs that are in OMAFRA's opinion properly and reasonably incurred and paid by the Recipient under a Contract for goods or services necessary for the implementation of the Project. Eligible Costs will include only the following:

- a) the capital costs of constructing, rehabilitating or improving, in whole or in part, a tangible capital asset, as defined and determined by OMAFRA;
- b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and road signage recognition as described in Schedule "G";
- c) all planning (including plans and specifications) and assessment costs such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- d) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Canadian Environmental Assessment Act* and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- e) the costs of Project-related signage, lighting, Project markings and utility adjustments;
- f) costs of consulting with Aboriginal Group(s), including the translation of documents into languages spoken by the interested Aboriginal Group(s);
- g) the costs of developing and implementing innovative techniques for carrying out the Project, as determined by OMAFRA;
- h) Recipient audit and evaluation costs as specified in this Agreement, with the exception of costs related to the retaining of an external auditor; and
- i) other costs that, in the sole opinion of OMAFRA, are considered to be direct and necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

C.2. INELIGIBLE COSTS

The following costs are ineligible for Financial Assistance:

- a) costs incurred prior to June 5, 2009;
- b) costs incurred after the Project Completion Date;

- c) land acquisition, leasing land, buildings, equipment and other facilities, real estate fees and related costs;
- d) financing charges, legal fees, and loan interest payments (including those related to easements (e.g. surveys));
- e) the value of any goods and services which are received through donations or in kind;
- f) employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically costs relating to services delivered directly by permanent employees of the Recipient;
- g) meal, hospitality or incidental expenses of Consultants; and
- h) provincial sales tax, the GST and, if and when implemented the Harmonized Sales Tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates.

SCHEDULE "D"
PROJECT FINANCIAL ASSISTANCE

PROJECT NUMBER*	TOTAL ELIGIBLE COSTS	ONTARIO MAXIMUM FINANCIAL ASSISTANCE	FEDERAL MAXIMUM FINANCIAL ASSISTANCE	MAXIMUM FINANCIAL ASSISTANCE
1814	\$22,000,000	\$7,333,333	\$7,333,333	\$14,666,667
1854	\$5,000,000	\$1,666,667	\$1,666,667	\$3,333,333

OMAFRA will hold back 10% of the Maximum Financial Assistance, the release of which shall be contingent on acceptance of the Recipient's Final Report detailing the progress and status of the Project and substantiating that the Project has been Substantially Completed. Such report must contain the information required in the Final Report as set out in Section 6.3 of Schedule "A" of this Agreement. OMAFRA is not obligated to pay interest on the holdback or any other payments under this Agreement.

SCHEDULE "E"
GOVERNMENT OF CANADA REQUIREMENTS

OMAFRA and the Recipient agree to the following Government of Canada Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by OMAFRA is dependent on the Government of Ontario receiving funds for the Project from the Government of Canada. Should the Government of Ontario not receive the funds it expects to receive in relation to the Project from the Government of Canada, OMAFRA may, in its sole and absolute discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient shall indemnify and hold harmless the Government of Canada, its officers, servants, employees or agents, from and against all claims and demands, loss, damages, costs, expenses, actions, suits or other proceedings by whomsoever made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
 - a) the Project being funded by this Agreement;
 - b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, employees and agents, or by a third party, its officers, employees or agents;
 - c) any omission or other willful or negligent act of the Recipient, its employees, officers or agents;

Except to the extent to which such claims and demands, losses costs, damages, actions, suits or other proceedings relate to the act or negligence of an officer, employee or agent of Canada in the performance of his or her duties.

3. The Recipient further agrees to indemnify and hold the Government of Canada, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Government of Canada, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
4. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind the Government of Canada.
5. The Recipient acknowledges that the Government of Canada is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to ISF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 13 (Communication and Recognition) of this Agreement, with appropriate changes,

in relation to the Federal Licensed Marks.

6. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any Contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
7. Notwithstanding any provisions of this Agreement, all obligations of the Government of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
8. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Government of Canada.
9. The Recipient acknowledges and agrees that the Government of Canada may, in its sole discretion, exercise OMAFRA's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.
10. The Recipient warrants that:
 - a) it has not, nor has any person on its behalf, paid or provided or agree to pay or provide, to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with any Public Office Holder as defined in the *Lobbying Act*;
 - b) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any Public Office Holder;
 - c) any person who, for consideration, directly or indirectly, communicated with or arranged a meeting with any Public Office Holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*;
 - d) any person who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with any Public Office Holder will be in compliance with all requirements of the *Lobbying Act*; and
 - e) at all relevant time the Recipient has been, is and will remain in compliance with the *Lobbying Act*.

SCHEDULE "F"
ADDITIONAL PROVISIONS

The Government of Ontario and the Recipient agree to the following additional provisions:

1. Further to Section 16 of Schedule "A", notice can be given at the following addresses:

(a) If to OMAFRA:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Guelph, Ontario
N1G 4Y2

Phone: 1-888-466-2372
Fax: (519) 826-4336
E-Mail: bcf.cc@ontario.ca

Attention: Dino Radocchia, Manager

(b) If to the Recipient:

City of Sault Ste. Marie
Box 580, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Attention: Joseph M. Fratesi, Chief Administrative Officer

2. Other provisions:

3. Other Reporting Requirements:

4. Useful Life of Project Infrastructure: [i.e., no. of years]

SCHEDULE "G" **COMMUNICATIONS REQUIREMENTS**

Unless specified otherwise in Schedule "F", for the purposes of this Schedule "G" the Recipient shall follow these communications requirements.

Purpose of Schedule

This Schedule describes the Recipient's responsibilities and financial obligations involved in the joint communications activities and products for the Project to recognize the contributions of the Government of Canada, the Government of Ontario and the Recipient.

General Principles

The Recipient agrees to work with ISF officials and other partners to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of all parties making a significant financial contribution to the Project.

All parties making a significant financial contribution to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques unless OMAFRA specifies otherwise.

All events, signs and plaques will follow these Communications Requirements and any other requirements that may be specified by OMAFRA from time to time.

Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act*.

The Recipient may produce information kits, brochures, public reports and Web pages providing information on the Project and Agreement for private-sector interest groups, contractors and members of the public. The Recipient will consult with the Governments of Canada and Ontario in preparing the content and look of all such material. All communications referencing the Governments of Canada and Ontario must be approved.

Events

The Recipient agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Governments of Canada and Ontario and any other parties making a significant financial contribution to the Project.

The Recipient will coordinate a mutually agreeable venue, date and time for the event in light of the availability of all participants. Unless agreed to in advance, no event should take place without at least fifteen (15) working days' notice to all Parties.

The Recipient may invite other elected officials and members of council. The Recipient should also invite local interested parties, such as contractors, architects, labour groups, and community leaders as early as possible, and in consultation with the Governments of Canada and Ontario, prior to the event.

All written communications (invitations, public service announcements, posters, etc.) must indicate that the Project received Financial Assistance from the Governments of Canada and Ontario under the ISF. The Governments of Canada and Ontario will assist the Recipient in developing an agenda, news release, etc. All parties will approve and receive final copies.

Federal, provincial and municipal flags should also be on display at all ISF events.

The Table of Precedence for Canada, as established by Canadian Heritage (<http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm>), or some other mutually acceptable protocol should be respected.

Signs and Plaques

The Recipient agrees to produce and install temporary and permanent Project signage to communicate the nature of the Project and the involvement of the Governments of Canada and Ontario and the Recipient, as outlined in the ISF Style Guide.

Generally, the Recipient must ensure that the design, wording and specifications for signage are in accordance with federal and provincial visual identity guidelines, available on the ISF website at www.BCFontario.ca.

Temporary signs must be removed within 90 days of project completion.

Eligible Costs

The Recipient will pay the costs of preparing and delivering communications activities and products, including the organization of special events and the production of signage. These costs are deemed to be Eligible Costs under the Agreement as specified below.

For the purposes of events, Eligible Costs include the following:

- Printing and mailing invitations
- Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks
- Draping for plaque unveiling
- Project material for display and/or media kit
- Temporary signage
- Rentals such as:
 - flagpoles
 - stage
 - chairs
 - podium
 - PA system

The cost of certain items such as alcoholic beverages, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

For the purposes of signage, Eligible Costs include the following:

- Maximum costs of \$2,250 for a small sign and \$4,250 for a large sign
- Maximum costs of \$2,500 for a permanent plaque

SCHEDULE "H"

EXPENDITURE AND JOB CREATION REPORT




Infrastructure Stimulus Fund (ISF)
Le Fonds de stimulation de l'infrastructure (FSI)

EXPENDITURE AND JOB CREATION REPORT

Recipient Name: _____

File Number: _____

Expenditure Forecast Table

Quarter	(April - June) Q1	(July - Sept.) Q2	(Oct - Dec.) Q3	(Jan - March) Q4
2009/10				
2010/11				

Jobs Created / Sustained Table

	Average Number of Temporary Jobs
Previous Quarter (show date ranges)	
Current Quarter (show date ranges)	

The goal is that at the end of the fiscal year a calculation could be made of the total number of jobs (person-years of employment) from each project.

Prepared By: _____

Phone Number: _____

Email: _____

Date: _____

NOTES:

- 1) Expenditures are only considered eligible after the announcement of the approval of the project.
- 2) Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that have been or will be incurred (rather than when they are to be paid).
- 3) Please only include **Net Eligible Expenditures** – total eligible costs net GST.
- 4) Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Contribution Agreement.
- 5) If the project cannot be completed within the timeframes of the program, please contact the Canada Ontario Infrastructure Secretariat.
- 6) Previously reported information is provided for you. Should the information have changed, please provide the revised expenditures along with an explanation of the change.
- 7) This information is required on a quarterly basis on or before the following dates: May 15, August 15, November 15 and February 15.
- 8) Temporary Jobs refers to all non-municipal employees who are working on this project (e.g. Construction workers, engineers, etc).
- 9) Average number of Temporary Jobs refers to the number of workers involved in the project over the time period. Example: if 5 construction workers were there for the entire quarter (13 weeks), and 20 additional construction workers were there for 6 weeks, the average number of workers for this quarter would be 15.



Part 1 - Project Information / Partie 1 - Renseignements sur le projet	
Recipient / Bénéficiaire	Project #/N° de projet
Project Name / Nom du	
Project Start Date / Date de début du projet	Project End Date / Date de fin du projet

Part 2 - Authorized Official / Partie 2 Responsable autorisé(e)		
Name / Nom	Title / Titre	Telephone # / N° de téléphone
I certify the costs are eligible costs and in compliance with the provincial legal agreement. / J'affirme que les dépenses déclarées sont des dépenses admissibles et conformes à l'entente de financement.		
Signature / Signature		E-mail / Adresse électronique

Part 3 - Claim Information / Partie 3 - Renseignements au sujet de la demande	
Project Claim # / No de la demande de remboursement pour le projet	Final Claim: (Year(s)) / Demande finale (Qu/Ann)
Period Covered by this Claim / Période visée par la demande	
From / De	To / À

Part 4 - Progress Update / Partie 4 - Compte rendu des progrès Estimated % of Project Completion / Estimation du pourcentage des travaux réalisés	Please attach a separate memo if more space is required (Max 300 characters). Annexer une note s'il faut plus d'espace (pas plus de 300 caractères).
Description of activities during this period / Description des activités pendant cette période	
Description of communications requirement fulfillment for this period / Description des besoins en ressource de communication durant cette période	
Issues / Points à souligner	

Part 5 - New Invoices / Partie 5 - Nouvelles factures										
Invoice # / N° de facture	Invoice Date / Date de la facture	Period of Invoice / Période visée par la facture		Vendor Name / Nom du fournisseur	Work Description / Description des travaux A. Engineering/Conception/Projets; B. Environmental Assessment/Evaluation environnementale; C. Project Management/ Gestion de projet; D. Construction/Bâtiment/Construction/Aedificios; E. Miscellaneous/ Divers.	Invoice Amount / Montant de la facture Total of Invoice / total de la facture	GST Rebate / Remboursement de la TPS GST rebate amount/ montant du remboursement	Net Client Amount / Montant net d'impôt Total less GST rebate / montant moins la TPS	Paid (Yes/No) / Payé (Où/Non)	Cheque # / N° de chèque
		From / De	To / À							
exemple	9987	9987	9987	niveau de invoice/nom sur la facture	A design of water treatment plant for XYZ Plant / conception de la station de traitement XYZ			\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
								\$ -	-	
Total:								\$ -	-	

[illegible]

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SCHEDULE "J" **FINAL REPORT**



Infrastructure Stimulus Fund (ISF) **Le Fonds de stimulation de l'Infrastructure (FSI)**

FINAL REPORT/RAPPORT FINAL

Part 1 - Project Information / Partie 1 - Information sur le projet

Recipient/Bénéficiaire
File Number/Numéro de dossier
Project Name/Nom du projet
Eligible Project Cost/Cout admissible du projet
\$
Total Project Cost/Cout total du projet
\$

Authorized Official / Responsable autorisé(e)

Name/Nom	Date/Date
Title/Titre	
I certify that the named project has been completed in accordance with the Infrastructure Stimulus Fund Contribution Agreement and that, where applicable, all identified environmental mitigation measures have been satisfactorily addressed and that supporting invoices and records are available for audit, if required. J'affirme par la présente que le projet nommé a été terminé conformément à l'accord du Fonds de stimulation de l'Infrastructure municipal et que, le cas échéant, toutes les mesures d'atténuation environnementales nommées ont été adressées de façon acceptable et que les factures et documents d'appui sont disponibles à des fins de vérification.	
Signature/Signature :	

Part 2 - Final Report Information/Partie 2 - Information du rapport final

Breakdown of Project Costs (Categories as per Schedule 2 of Application) / Répartition des coûts du projet (Catégories selon l'annexe 2 de la demande)			
A. Engineering/Design Costs / Ingénierie	\$	GROSS PROJECT TOTAL / PROJET BRUT TOTAL	\$
B. Environmental Assessment Costs / Coût de l'évaluation environnementale	\$	Less G.S.T. Rebate / Moins remboursement de la T.P.S.	\$
C. Project Management / Gestion de projet	\$	NET PROJECT TOTAL / PROJET NET TOTAL	\$
D. Construction	\$	Project Start Date / Date du début du projet	
E. Miscellaneous / Divers	\$	Project Completion Date / Date de la fin du projet	
	P.S.T./T.V.P.	\$	
	G.S.T./T.P.S.	\$	
continue at top of right side - part 2 / suite de la partie 2, en haut à droite			

*NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

*REMARQUE: Si le coût actual est de 20 % supérieur ou inférieur au coût estimé pour une des catégories ci-dessus, veuillez inclure une explication de l'écart pour chacun des coûts.

SCHEDULE "K"
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION




Infrastructure Stimulus Fund (ISF)
Le Fonds de stimulation de l'infrastructure (FSI)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs, on _____, 2009.

I, _____ a Registered _____ (Engineer or Architect) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been substantially completed as described in Schedule A, dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by March 31, 2011 is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20____.

(Signature)

 Name:

 Title:

 Witness Name:

 Title:

SCHEDULE "L"
ABORIGINAL CONSULTATION PROTOCOL

PART L.1

1.0 Responsibilities of the Recipient

1.1 The Recipient shall immediately notify Ontario:

- (i) of contact by any Aboriginal Groups regarding the Project; or
- (ii) if any Aboriginal archaeological resources are discovered in the course of the Project,

and in either case, Ontario may direct the Recipient to take such actions, including without limitation suspension of the Project, as Ontario may require. The Recipient shall comply with Ontario's direction.

1.2 The Recipient shall provide in any contracts with third parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide in accordance with section 1.1.

PART L.2.

1.0 Purpose

The purpose of this Aboriginal Consultation Protocol is to set out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

1.1 Definitions

For the purposes of this Schedule L.:

"S. 35 Duty" means any duty Ontario may have to consult and, where appropriate, accommodate Aboriginal Groups in relation to the Project flowing from Section 35 of the *Constitution Act, 1982*.

2.0 Responsibilities of Ontario

2.1 Ontario is responsible for:

- (i) determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (ii) the preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;

- (iii) at its discretion, delegating procedural aspects of consultation to the Recipient pursuant to this Agreement;
- (iv) directing the Recipient to take such actions, including without limitation suspension of the Project, as Ontario may require;
- (v) satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Agreement; and
- (vi) satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

3.0 Responsibilities of the Recipient

3.1 The Recipient hereby acknowledges that, for the purposes of any S. 35 Duty borne by Ontario, the Recipient is Ontario's delegate and in this capacity is responsible for carrying out the procedural aspects of consultation delegated to it by Ontario pursuant to this Agreement.

3.2 The Recipient is responsible for:

- (i) giving notice to the Aboriginal Groups regarding the Project, if such notice has not already been given by the Recipient or Ontario;
- (ii) informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (iii) following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Community;
- (iv) informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (v) maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (vi) making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (vii) providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups

to discuss the Project;

- (viii) if appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project;
- (x) considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Community, or on other interests, or any other concerns or issues regarding the Project;
- (xi) answering any questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (xii) where an Aboriginal Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (xiii) subject to section 3.2 (xiv), where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (xiv) consulting with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario for the purposes of section 2.1 (v) hereof, the results of such discussions prior to implementing any applicable accommodation measures; and
- (xv) complying with Ontario's direction to take any actions, including without limitation suspension of the Project, as Ontario may require.

3.3 The Recipient hereby acknowledges that, notwithstanding Section 3.1 above, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

3.4 The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (i) provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (ii) keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (iii) provide Ontario with timely notice of any Recipient mailings to, or Recipient

meetings with, the representatives of any Aboriginal Community in relation to the Project;

- (iv) immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (v) advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (vi) immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (vii) provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (viii) if applicable, advise Ontario if the Recipient and an Aboriginal Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

3.5 The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

4.0 No Implicit Acknowledgement

4.1 Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a S. 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any S. 35 Duty, nor that a particular aspect of consultation referred to in Section 3.1 hereof is an aspect of the S. 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

5.0 General

5.1 This Agreement shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the S. 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

6.0 Notice and Contact

6.1 All notices to Ontario pertaining to this Schedule shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice to Ontario shall be addressed as follows:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Guelph, Ontario
N1G 4Y2

Phone: 1-888-466-2372
Fax: (519) 826-4336
Email: bcf.cc@ontario.ca

Attention: Dino Radocchia, Manager

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-156

AGREEMENTS: (L.7.1.) A by-law to authorize a contribution agreement with the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration for the purpose of funding.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 14th day of September, 2009 and made between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration for a period of one year from September 1st, 2009 to August 31, 2010.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE TIMES and **PASSED** in open Council this 14th day of September, 2009.

MAYOR - JOHN ROWSWELL

CLERK - DONNA IRVING

Staff/By-laws/2009/2009-156 Agreement - Minister of Citizenship & Immigration

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



FILE NUMBER **IB08009**

CONTRIBUTION AGREEMENT

Between:

**Her Majesty the Queen in right of Canada,
as represented by the**

Minister of Citizenship and Immigration
(hereinafter referred to as the "Department")

Citizenship and Immigration Canada

25 St. Clair Ave. East, Suite 700

Toronto, ON M4T 1M2

(address)

and

Corporation of the City of Sault Ste. Marie
(hereinafter referred to as the "Service Provider")

99 Foster Drive, P.O. Box 580

Sault Ste. Marie, ON

P6A 5X6

(address)

Whereas the Service Provider wishes to provide services to eligible clients under the (check appropriate box):

Host Program ☐

Immigrant Settlement and Adaptation Program (ISAP)

☐ ISAP - STREAM A

☒ ISAP - STREAM B

Language Instruction for Newcomers to Canada (LINC) Program

☐ Linguistic Eligibility Determination

☐ Training

☐ Delivery Assistance

Resettlement Assistance Program (RAP)

☐ RAP - STREAM A

☐ RAP - STREAM B

and has applied to the Department for funding under the said Program;

and the Department wishes to provide a contribution to the Service Provider to assist it in carrying out such services;

the Department and the Service Provider undertake and agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the entire Agreement between the Department and the Service Provider (check appropriate box(es)):

☒ the Contribution Agreement;

☒ Schedule 1, entitled *Description of Services*;

☒ Schedule 2.1, entitled *Description of Eligible Costs for ISAP, Host, and RAP - Stream B*;

☐ Schedule 2.2, entitled *Description of Eligible Costs for LINC*;

☐ Schedule 2.3, entitled *Description of Eligible Costs for RAP - Stream A*;

☒ Schedule 3, entitled *Terms of Payments*;

☒ Schedule 4, entitled *Supplementary Terms and Conditions*

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2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.
- 2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to eligible clients' resettlement, adaptation, settlement and integration.
- 2.3 "Eligible costs" means the costs described in Schedules 2.1, 2.2, or 2.3 required by the Service Provider to provide services which are:
- a) incurred and paid by the Service Provider in relation to the services during the funding period, or during the fiscal year in the case of multi-year funding; or
 - b) incurred by the Service Provider in relation to the goods and services purchased during the last two months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.
- 2.4 "Capital costs" means eligible and necessary costs in the opinion of the Department, as described in the Capital Costs sections of Schedules 2.1, 2.2, or 2.3, that the Service Provider expects to incur and pay for capital assets (such as computers, furniture, and other tangible property) purchased and/or leased and costing in excess of \$1000, which are necessary for the provision of ongoing services or for administrative purposes. Capital costs remain subject to the yearly maximum as established in the program Terms and Conditions.
- 2.5 "Eligible client" means:
- a) For Host, ISAP, and LINC:
 - i) A person in any immigrant category or class who is either a Permanent Resident of Canada but who has not become a Canadian citizen; or
 - ii) A Protected Person as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA); or
 - iii) A person in Canada, whose application for Permanent Resident status is being processed in Canada, and who has been informed, by a letter from Citizenship and Immigration Canada, of the initial approval of the application subject to an admissibility assessment; and

additionally for LINC:

 - iv) An individual who has been assessed by a qualified assessor as eligible to receive language training. To access LINC services, persons must be of legal school-leaving age within their applicable province or territory; or

additionally for ISAP:

 - v) Temporary Residents working in Canada with a work permit under the Live-In Caregiver Program; or
 - vi) For the Canadian Orientation Abroad Initiative, a foreign national for whom a Permanent Resident visa has been issued; or a foreign national who has been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of his/her Temporary Worker application under the Live-In Caregiver program; or
 - vii) For the Enhanced Language Training Initiative, a person who meets the definition of "eligible client" for the LINC program as stated above and who is destined for the Canadian labour market.
 - b) For RAP – Domestic component (Service Providers located in Canada), "eligible client" has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005, and without limiting the foregoing generally refers to the following clients and their accompanying dependents:
 - i) Permanent residents admitted to Canada who have been determined to be members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
 - ii) Temporary residents who are issued a permit under section 24 of the IRPA and who initially applied for admission to Canada as members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
 - iii) Persons who were members of the Protected temporary residents class who became permanent residents under section 151.1 of the Regulations; or
 - iv) Permanent residents admitted to Canada who were granted permanent residence under section 25 of IRPA; or
 - v) Permanent residents and temporary residents admitted to Canada who apply for admission as members of any future humanitarian-protected persons abroad classes.
 - c) For RAP – International component (Service Providers located outside of Canada), "eligible client" has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005, and without limiting the foregoing generally refers to the following clients and their accompanying dependents:
 - i) Persons who have been selected to come to Canada as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes; or
 - ii) Persons whom Canada intends to select as members of the convention refugee abroad class, or members of the humanitarian-protected persons abroad classes; or
 - iii) Persons whom Canada is considering for selection as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;

- iv) Persons who are issued a temporary resident permit pursuant to section 24 of the IRPA initially applied for admission to Canada as members of the Convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;
 - v) Persons, and their accompanying or non-accompanying family members, who are selected under section 25 of the IRPA for the purposes of urgent protection as described in paragraph (vii) of "Eligible Client" (Domestic Component – Clients located in Canada) who Canada has selected, intends to select or is considering selecting.
- 2.6 "Temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.
- 2.7 "Funding period" means the period specified in Schedules 2.1, 2.2, or 2.3 in the section entitled *Duration of Activity / Funding Period*.
- 2.8 "Term of Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.
- 3.0 CONTRIBUTION**
- 3.1 In order to assist the Service Provider to provide the services, and subject to the terms of the Agreement, the Department will make a contribution to the Service Provider in respect of the eligible costs of the services of an amount not exceeding the lesser of:
- a) 100% of the eligible costs; or
 - b) the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3.
- 3.2 Costs are eligible costs for the purposes of this Agreement only if they are, in the opinion of the Department:
- a) directly related to and necessary for the provision of the services;
 - b) reasonable; and
 - c) allowable expenditures for the provision of the services.
- 3.3 In addition the service provider agrees:
- a) The Department's contribution to salaries/wages shall not exceed the amounts as set out in Schedule 2.1, 2.2, or 2.3;
 - b) Funds shall not be transferred into the Administrative cost category or transferred into or out of capital costs category or provisions for the disabled category without the prior written approval of the Department;
 - c) Funds may be transferred into or out of other cost categories without the prior written approval of the Department, unless otherwise limited in Schedule 4, and provided that the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3 is not exceeded;
 - d) For the RAP program, the temporary accommodation, food and incidental per person rates as set out in Schedule 2.3 cannot be changed without Departmental approval;
- 3.4 Additionally, in cases where the Service Provider receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department may be required by the Department.
- 3.5 Notwithstanding any other provision of this Agreement:
- a) No contribution is payable by the Department in respect to any portion of the cost of any eligible costs for which the Service Provider receives a rebate or reimbursement.
 - b) Only that portion of the Goods and Services Tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an eligible cost.
 - c) If the rebate is received within the same calendar year as the Agreement, it should be considered to be part of the contribution and included in the calculation of the claim. If the rebate is received outside the calendar year from the Agreement period, the Service Provider will reimburse the Department accordingly.
 - d) Any interest or any other income earned on advances of the contribution shall be accounted for by the Service Provider and considered part of the contribution, be included in the calculation of claims, and may result in a repayment.
- 3.6 Notwithstanding section 3.1:
- a) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.
 - b) For the purposes of this section, "Immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Service Provider, or officer or director of the Service Provider, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

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- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Service Provider of claims for eligible costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the contribution.
- 4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims for reimbursement from the Service Provider should be submitted for periods not exceeding 90 days, unless specified otherwise in Schedule 4.
- 4.5 Exceptionally, in accordance with the Terms of Payments set out in Schedule 3 and the Treasury Board's **Policy on Transfer Payments**, the Department may make advance payments of a contribution in approved cases, where it has been demonstrated in a written statement that the cash flow of the Service Provider is insufficient to carry out the services.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period with the exception of the expense of an auditor's statement that may be incurred after the end of the funding period, if such a statement is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Service Provider from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Service Provider shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the **Interest and Administrative Charge Regulations** will apply.
- 4.8 Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

5.0 SERVICE PROVIDER'S OBLIGATIONS

The Service Provider also agrees to abide by the following obligations during the entire funding period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, either before or within 30 days after the commencement of the Agreement, a declaration of funds received from any or all sources for activities related to the Agreement. Any changes in the funding level from other sources for activities related to the Agreement in Schedule 1 or 4 shall be submitted during each reporting period in which a change occurs.
- 5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;
- 5.3 To ensure that all personnel designated by the Service Provider to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;
- 5.4 To inform clients of services available in the client's official language through other organizations. In addition, the Service Provider agrees to
- ☐ additional requirements under this section (5.4) are not applicable as identified by the Department; or
 - ☐ organize activities, projects, and programs to meet the needs of the two official language communities;
 - ☐ consult annually with official language minority communities about settlement and re-settlement needs for Host, LINC Linguistic Eligibility Determination, ISAP – Stream A, and RAP – Stream A only. Such consultations may be conducted in conjunction with other organizations, particularly in locations where there is more than one service provider;
- 5.5 To adhere to the following additional Official Language requirements:
- ☐ additional requirements under this section (5.5) are not applicable as identified by the Department; or
 - If the Service Provider is
 - ☐ located in the National Capital Region or outside of Canada; or
 - ☐ providing services that are national in scope; or
 - ☐ required to offer services in both official languages based on an assessment of local need by the Department;
 then the Service Provider will
 - Provide services of equal quality to the general public in both official languages, and to individuals and specific publics in the language of their choice, and
 - Make the public aware through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication, of the existence of such services;

- 5.6 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;
- 5.7 To ensure that all members of the Board of Directors:
- a) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
 - b) are fully informed about the management and operations of the Service Provider;
 - c) are familiar with the principles of Board governance.
- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department; and
- 5.9 Where LINC agreements include provision of funds for childminding or daycare services:
- a) Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) attend LINC classes, the Service Provider must ensure all provisions of the National LINC Childminding Requirements and where applicable, the provincial/territorial legislation(s) for licensed daycare are met. Where certain provisions of the National Childminding Requirements are to be phased in over a period of time, the Department shall provide written notification to the Service Provider identifying the specific provision and the date it comes into effect.
 - b) Where dependent children are placed in facilities on premises separate from those where LINC classes are provided, the Service Provider must ensure that the contracted third party is licensed by the province/territory.

6.0 INFORMATION AND PROGRAM MONITORING REQUIREMENTS

In order to fulfill the Department's information, management and accountability requirements, the Service Provider further agrees to abide by the following obligations:

- 6.1 During the entire funding period, the Service Provider will:
- a) ensure that authorized representatives of the Department are permitted reasonable access, during normal business hours, to all premises on which services are being provided under this Agreement, or which provide support for these services, in order to monitor all aspects of the Service Provider's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
 - b) keep and maintain records containing the following information about each eligible client to whom services are provided:
 - i) Immigration Identification number (eight-digit numeric Client ID number; IMM 1000 number on the Record of Landing; IMM 5292 number or IMM 5509 number; Temporary Resident Permit number; Ministerial Permit number);
 - ii) surname;
 - iii) given name(s); and
 - iv) date of birth.
- 6.2 During the entire term of the Agreement, the Service Provider will:
- a) keep and maintain proper books and records in accordance with generally accepted business and accounting principles and practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
 - b) retain all invoices, receipts, cancelled cheques, vouchers and other supporting documents relating to the books and records (including final financial statements).
- 6.3 For each reporting period during the entire term of the Agreement, the Service Provider shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of performance objectives, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- a) a brief narrative report on the achievement of performance objectives identified in Schedule 1, including an assessment of successes, obstacles and opportunities encountered by the Service Provider in providing the services;
- b) statistical data as the Department may, from time to time, specify in writing; and
- c) in addition to any reporting requirements identified in Schedule 1 or 4, the following requirements for which services are provided under the selected program:

Requirements specific to particular programs:

- ☐ Host program:
- i) the number of clients, broken down by gender, to whom services were provided;
 - ii) the number and type of services provided to the clients;
 - iii) the number of clients served in each official language;
 - iv) the number of volunteers providing services

- ☐ ISAP – Stream A program:

- v) the number of clients, broken down by gender, to whom services were provided;
- vi) the number and type of services provided to the clients;
- vii) the number of clients served in each official language;
- viii) *additional requirement for Canadian Orientation Abroad (COA) only*: the number of participants who received transportation assistance, and the number of children for whom child-minding services were provided, for the purpose of attending orientation sessions

☐ LINC Linguistic Eligibility Determination (LED) Program:

- ix) a list of clients, broken down by gender, area of residence, and tested level of competency in one of Canada's official languages

☐ LINC Language Training Program:

- x) a list of clients, broken down by gender, who received instruction, together with a record of each client's class attendance;
- xi) the number of clients who received transportation assistance;
- xii) the number of children of clients for whom child-minding services were provided;
- xiii) the number of clients who successfully completed language instruction, broken down by gender and level of achievement;
- xiv) the number of clients, broken down by gender, who left the program for reasons other than (xiii)

☐ RAP – Stream A program:

- xv) the number of hours of each RAP service provided to each eligible client;
- xvi) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

6.4 The Service Provider shall submit to the Department reports on the actions taken to meet Official Languages obligations as identified in sections 5.4 and 5.5, as well as any additional requirements identified in Schedules 1 and 4. The reports shall be submitted at the end of the Agreement for single-year Agreements (or less); at the end of each fiscal year for multi-year Agreements; or as otherwise specified in Schedule 1 or 4.

6.5 During the entire term of the Agreement, and for six years afterwards in case of financial records and two years afterwards in case of non-financial records, the Service Provider agrees to:

- a) make such books, records and documents, as described in section 6.1, 6.2 and 6.3 available for inspection and audit by representatives of the Department, who may make copies thereof and take extracts therefrom;
- b) make available proper facilities for any such inspection or audit by representatives of the Department;
- c) provide any other information that may be required with respect to the books and records described in 6.1, 6.2 and 6.3; and
- d) send copies of the records referred to in section 6.1 b) to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services.

6.6 During the entire term of the Agreement, for greater certainty, further to section 6.1 b), the Service Provider shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program. This includes compliance with the national data collection and reporting requirements as outlined in Schedule 4. The Service Provider shall use the Internet-based Immigration-Contribution Accountability Measurement System (iCAMS) or the Automated Reservation System (ARS) and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency.

6.7 Unless otherwise specified in Schedule 1, the Service Provider shall submit to the Department, within thirty (30) days of the end of the funding period, a final claim for eligible costs (with supporting documents if requested by the Department), including a declaration of funds received from any and all sources, statements of progress, both statistical and narrative, and completed evaluations of services.

6.8 Service Providers receiving multi-year funding shall be subject to financial and activity monitoring activities by the Department, as set out in sections 6.1 to 6.7, on an on-going basis, at least once per year, in relation to their annually articulated planned objectives/deliverables for each year of the Agreement. In addition, at the end of each funding year, the Service Provider shall submit an updated description of eligible costs using Schedule 2.1 or Schedule 2.2 or Schedule 2.3. The Department will assess whether monitoring activities indicate that satisfactory outcomes have been achieved, whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order. The Department shall also determine whether an amendment to the Agreement is required, and will prepare and process it where needed. Satisfactory outcomes for the above noted activities are required in order for the multi-year funding agreement to continue.

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, c.5), whichever is applicable.

Personal information collected or maintained by the Service Provider for the purposes of providing services and fulfilling its obligations pursuant to this Agreement shall be treated as confidential and not disclosed to any person except in accordance with applicable law.

The Service Provider shall take all security measures reasonably necessary, including those set out in any instructions issued by the Department for the protection of same against unauthorized use or disclosure.

7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Service Provider agrees to:

- a) distribute to each client the pamphlet *Gathering Information to Better Meet the Needs of Newcomers to Canada*, or;
- b) keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access, or;
- c) if the client is illiterate, verbally transmit in a summary way, within the capacity of the Service Provider, the contents of the pamphlet; and
- d) post at least one copy of the accompanying poster provided by the Department in each official language in a location visible to clients; and
- e) comply with *ICAMS Security Requirements for Service Provider Organizations* and other related departmental policies and instructions governing security matters.

The Department shall not be held liable for actions arising out of the Service Provider not taking appropriate security measures as required in this Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- a) The Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- b) An order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved.
- c) The Service Provider is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- d) The Service Provider has submitted false, misleading, or inaccurate information to the Department.
- e) In the opinion of the Department, the Service Provider has failed to provide the services in an acceptable manner.
- f) The activities or anticipated activities of the Service Provider are contrary to Canadian law.

8.2 In the event of default and after consultation with the Service Provider, the Department may direct that changes be made to the services.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- a) by written notice to the Service Provider in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction;
- b) by written notice to the Service Provider in the event of default, immediately terminate any obligation to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- a) the Service Provider shall dispose of assets as outlined in section 11.0 of this Agreement; and
- b) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a contribution to the Service Provider only; and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the Department's agent, representative, employee or co-venturer. The Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 More specifically, the Service Provider shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Service Provider of its obligations pursuant to this Agreement, including, but not limited to, the following:

- a) non-payment by the Service Provider of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Service Provider becomes bankrupt or insolvent or is placed in receivership;
- b) any injury or death of a person;

- c) any loss or damage to property caused or alleged to be caused by the Service Provider or its servants or agents in carrying out the services;
- d) any settlement for wrongful dismissal by the Service Provider; and
- e) any infringement of the third party's intellectual property rights, including claims that stem from the use of hardware or software provided to the Service Provider by the Department or acquired by the Service Provider with funds pursuant to this Agreement.

- 9.3 As soon as the existence of a claim from a third party as described in section 9.2(e) is made known to the Department, the department is entitled to prohibit the Service Provider from making further use of the hardware or software described above and to issue instructions to the Service Provider regarding such claims. If the Service Provider does not comply with any instructions issued by the Department pursuant to section 9.2(e) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.
- 9.4 Where the Service Provider is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Service Provider, that they shall also be personally, jointly and severally liable for any and all obligations of the Service Provider under this Agreement, and for any debt that may become due to the Department hereunder.
- 9.5 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.
- 9.6 When the Service Provider contracts for products or services which are the subject matter of this Agreement, the Service Provider must:
- a) use fair process in obtaining price quotes from perspective contractors;
 - b) ensure value for money;
 - c) maintain accurate records of all transactions with third parties; and
 - d) provide the Department with copies of all contracts with third parties.
- 9.7 Additionally, the Service Provider must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- a) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party; the Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department;
 - b) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the services, the Service Provider produces any work subject to intellectual property rights, these rights shall vest in the Service Provider.
- 10.3 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.4 Additionally, with respect to any work licensed under this Section, the Service Provider:
- a) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - b) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 9.6(d) of this Agreement; and
 - c) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Service Provider as being solely responsible for the content of such work.
- 10.5 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Service Provider must inform the Department immediately in writing of the claim.
- 10.6 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with contribution funds, the Service Provider and the Department agree that ownership of such assets rests with the Service Provider, subject to the following:

- 11.1 That such assets be insured for replacement costs;
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Service Provider. The inventory

should include sufficient information such as purchase date, make, model and serial number for easy identification of the assets;

- 11.3 That the Service Provider neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement, the Service Provider ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:
 - a) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement; or
 - b) be turned over to a registered charitable organization; assigned to another organization (as approved by the Department), or retained by the Agreement holder.

12.0 GENERAL

- 12.1 This Agreement and its attached Schedules and any written instructions issued pursuant to its provisions constitute the entire agreement between the Department and the Service Provider with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.
- 12.2 This Agreement may be signed in counterparts; each of which when taken together, will constitute an original Agreement.
- 12.3 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.4 This Agreement is binding on the Parties and their successors and permitted assigns.
- 12.5 This Agreement may be amended with the mutual consent of the Service Provider and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Service Provider and the Department. Any amendment shall take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.6 The Department may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **three month(s)** written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:
 - a) The Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - b) All eligible costs incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Service Provider's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Service Provider and the same are reasonable and properly attributable to the termination of the Agreement.
 - c) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Department.
- 12.7 Any notice to either party with respect to this Agreement shall be effectively given if delivered or sent by letter, e-mail or facsimile to the address of the party shown on the first page of this Agreement. Any notice that is mailed shall be deemed to have been received five days from the date sent as determined from the postmark, and any notice sent by e-mail or facsimile shall be deemed to have been received one working day after being sent.
- 12.8 The Service Provider represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.9 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable with its terms.
- 12.10 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.
- 12.11 The Service Provider and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.12 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of

10(c)

the Service Provider in carrying out its obligations under this agreement, and the Service Provider will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.

- 12.13 The Service Provider will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the Department from any such claims.
- 12.14 When direct client services are provided, the Service Provider shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Service Provider's services are funded by the Government of Canada.
- 12.15 Where in the opinion of the Department there is a demand, the Service Provider will ensure that services and documentation intended for public use be available in both of Canada's official languages.
- 12.16 The Service Provider shall also publicly acknowledge the Government of Canada's contribution in the following manner :
- a) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative".
 - b) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 12.17 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.18 The Service Provider warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.19 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, in compliance with the **Conflict of Interest and Post-Employment Code for Public Office Holders**.
- 12.20 It is a term of this Agreement that no current or former holder of a public office in the Government of Canada will obtain a direct or indirect benefit from this Agreement, or that if he/she does, he/she has satisfied the requirements of the **Conflict of Interest and Post-Employment Code for the Public Service**.
- 12.21 Any person lobbying on behalf of the Service Provider must be registered pursuant to the **Lobbyist Registration Act**.
- 12.22 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province wherein the Service Provider is located shall be the applicable provincial law.

SERVICE PROVIDER SIGNATURE

POSITION

D	M	Y

DATE

Director or other official authorized to bind the Service Provider

In the case of a Service Provider which is a corporation, I warrant that I have the authority to bind the corporation

SERVICE PROVIDER SIGNATURE

POSITION

D	M	Y

DATE

Director or other official authorized to bind the Service Provider

In the case of a Service Provider which is a corporation, I warrant that I have the authority to bind the corporation

DEPARTMENT SIGNATURE

POSITION

D	M	Y

DATE

**Integration Programs - Schedule 1**
Description of Services

☐ Host Program	☐ Language Instruction for Newcomers to Canada (LINC) Program – Linguistic Eligibility Determination	☐ Resettlement Assistance Program (RAP) – Stream A	OFFICE USE	
☐ Immigrant Settlement and Adaptation Program (ISAP) – Stream A	☐ Language Instruction for Newcomers to Canada (LINC) Program – Training	☐ Resettlement Assistance Program (RAP) – Stream B	FILE NUMBER	
☒ Immigrant Settlement and Adaptation Program (ISAP) – Stream B	☐ Language Instruction for Newcomers to Canada (LINC) Program – Delivery Assistance		B08009	
			101 ORIGINAL	1
			102 AMENDMENT	
1 NAME OF SERVICE PROVIDER				
CORPORATION OF THE CITY OF SAULT STE MARIE				
DESCRIPTION OF SERVICES AND RESULTS				

LOCAL IMMIGRATION PARTNERSHIPS (LIPs)**Project Description**

1. Local Immigration Partnerships (LIPs) will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to Ontario that are local and regional in scope.

Objectives

2. The overall objective of the LIPs initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

Activities

3. To achieve the overall objective of the project, the Service Provider Organization (SPO) agrees to conduct these activities during the funding period and as otherwise specified in this agreement:

- To establish a partnership committee made up of a diverse range of representatives from the community.
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services.
- To support program delivery by
 - Collecting and reporting on newcomer service delivery;
 - Monitoring service delivery to newcomers in the community
 - Recommending improvements to program and service delivery;
 - Conducting research and program assessments;
 - Planning and conducting needs assessments;
 - Working with other service providers and funders;
 - Building or enhancing the capacity of service providers to delivery services to newcomers.

Definition of a Partnership Committee

4. For the purpose of this agreement, a **Partnership Committee** is defined as a group made up of representatives from community organizations that provide services to or have an interest in the integration of newcomers.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
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DATE	DATE	DATE



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DESCRIPTION OF SERVICES AND RESULTS (cont'd)

Members can be drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies, regional employment networks, economic development corporations. The Partnership Committee is to meet regularly to develop a coordinated, comprehensive and strategic approach to immigration and integration that fits the needs of the community it represents. *To advance the labour market component of a settlement strategy, the committee is to liaise and consult with labour market networks in its community such as the Integrated Local Labour Market Initiative and labour market development councils.*

5. In developing a Partnership Committee, the service provider must ensure that **terms of reference** are established and agreed to within three months from the start of the funding period. The terms of reference are to include, at a minimum, the following:

- Guiding values and ethics;
- A schedule of meetings;
- Procedures and processes on how the committee is to be established, members are to be selected, decision making, quorum and governance;
- A list of all members, which identifies each by name and the organization he or she represents;
- A policy on conflict of interest.

Deliverables:

6. With respect to the establishment of a **Partnership Committee**, the service provider agrees to provide the following deliverables:

- To establish terms of reference as detailed under the section "Definition of a Partnership Committee" and provide a copy to CIC within three months of the start of the funding period.
- To hold a minimum of 6 meetings during the one year funding period.
- To prepare minutes for each meeting and to submit a copy to CIC with the following month's payment claim and narrative report on the activities of the committee.

7. With respect to the **development of a local settlement strategy**, the service provider agrees to provide to CIC the following deliverables:

- An action plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A report on the immigrant populations in the community, available settlement service, gaps/needs assessment and the capacity of service providers to provide for newcomers.
- A report on consultations held with newcomers, employers and service providers in the community.

A local settlement strategy that indicates how the following outcomes will be achieved:

- Improvements in accessing and coordinating services that facilitate immigrant settlement and integration.
- Improvement in immigrants gaining access to the local and regional labour market.
- Strengthened local and regional awareness and capacity to integrate immigrants.
- Establishment and enhancement of partnerships that includes the participation of multiple stakeholders in planning, the coordination of newcomer service delivery of in the areas of settlement, integration, language training and labour-market integration with a focus on provider funded by Citizenship and Immigration Canada (CIC) and or the provincial Ministry of Citizenship and Immigration.
- Ongoing communication and consultation with local and regional labour market networks.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE: D M Y	DATE: D M Y	DATE: D M Y



FILE NUMBER IB08009

DESCRIPTION OF SERVICES AND RESULTS (cont'd)

8. With respect to an action plan to implement the local settlement strategy after it is developed, the service provider agrees to provide to CIC the following deliverables:

- A detailed work-plan that includes
 - the tasks, activities, rolls, responsibilities and timelines that would be required to implement the local settlement strategy;
 - A detailed description of how ongoing community planning that is collaborative in nature will be established and maintained;
 - A plan to integrate the delivery of settlement services and minimize duplication;
 - A plan to collect data and report on the implementation of the local settlement strategy;
 - A sustainability plan for further implementation;
 - A strategy to develop performance measures and a methodology for evaluating the overall success of this project.

Applicant's Proposal

9. The service provider agrees that its proposal is an integral part of this agreement; and that the wording in this agreement is authoritative and definitive in the event there are differences between this agreement and the aforementioned proposal.

SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
	D	M	Y		D	M	Y		D	M	Y
DATE				DATE				DATE			



Integration Programs - Schedule 2.1

Description of Eligible Costs for Immigrant Settlement and Adaptation Program (ISAP)

☐ Host Program	☐ ISAP - Stream A	☒ ISAP - Stream B	☐ RAP - Stream B	OFFICE USE	
1 NAME OF SERVICE PROVIDER Corporation of the City of Sault Ste. Marie				100	FILE NUMBER 1B08009
2 ADDRESS 99 Foster Drive, P.O. Box 580 Sault Ste. Marie, ON P6A 5X6				101	1 - ORIGINAL 2 - AMENDMENT 1
3 TELEPHONE NUMBER (705) 541-7301		4 FACSIMILE NUMBER (705) 759-1796		102	AMENDMENT NO.
5 DESCRIPTION OF SERVICES ISAP - B: Local Immigration Partnerships (LIPs)					

CIC CONTRIBUTION - See attached for cost items details

6	COST CATEGORY	FY 1 2009 - 2010	FY 2 2010 - 2011	FY 3	FY 4	FY 5	LINE ITEM TOTAL
	ADMINISTRATIVE	\$ 61,106	\$ 42,762	\$ -	\$ -	\$ -	\$ 103,868
	PROGRAM DELIVERY	\$ 14,950	\$ 8,693	\$ -	\$ -	\$ -	\$ 23,643
SPECIAL COSTS:							
	CAPITAL	\$ 12,400	\$ -	\$ -	\$ -	\$ -	\$ 12,400
	ELIGIBLE GST/HST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL CONTRIBUTION PER FISCAL YEAR	\$ 88,456	\$ 51,455	\$ -	\$ -	\$ -	\$ 139,911

7 DURATION OF ACTIVITY / FUNDING PERIOD	FROM	D 01	M 09	Y 2009	TO	D 31	M 08	Y 2010
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8 FOR AMENDMENTS ONLY: REASON FOR AMENDMENT: ☐ INCREASE or ☐ DECREASE by AMOUNT _____
N/A

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE D M Y	DATE D M Y	DATE D M Y

OFFICIAL USE ONLY						
103 AGREEMENT PRE-VERIFICATION - SIGNATURE 	104 INDEPENDENT VERIFICATION - SIGNATURE 	105 CERTIFIED THAT FUNDS ARE AVAILABLE IN ACCORDANCE WITH SECTION 42(1) OF THE I.A.A. - SIGNATURE 				
DATE 08/08/2009	DATE 11/08/2009	DATE 02/09/2009				
106 CONSTITUENCY NUMBER	107 SAP VENDOR NUMBER	108 PRE-ADJUST - INITIAL	109 DATA CAPTURE - INITIAL			
	1030184	PC 2/9/09	PC 2/9/09			
110 SELECT	FUNDS CMT #	FUND	COST CENTRE	G/L ACCOUNT	INTERNAL ORDER	AMOUNT
	ET07392610	1108	39266532	59366	1000521	88,456
	ET07392610	1108	39266532	59366	1000521	51,455
TOTAL						

Integration Programs - Schedule 2.1
Breakdown of Eligible Costs for Immigrant Settlement and Adaptation Program (ISAP)

1	NAME OF SERVICE PROVIDER	100	FILE NUMBER
	Corporation of the City of Sault Ste. Marie		IB08009
		112	COST ITEMS FOR
			FY 1 2009 - 2010

ADMINISTRATIVE:

[illegible]

PROGRAM DELIVERY:

[illegible]

CAPITAL:

Qty	Job Title or Item Description	Details (e.g. \$/item)	Amount for Fiscal Year
	Office Equipment	Pls see Additional Details	\$10,400
	Phone/fax installation		\$ 2,000
		Total Capital:	\$ 12,400

GST/HST paid on purchases less input tax credit/rebate:

GST/HST paid on purchases less input tax credit/rebate:	Total Eligible GST/HST	\$	-
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Total Maximum CIC Contribution for Fiscal Year 1	\$ 88,456
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SERVICE PROVIDER SIGNATURE				SERVICE PROVIDER SIGNATURE				DEPARTMENT SIGNATURE			
DATE D M Y				DATE D M Y				DATE D M Y			

ADMINISTRATIVE:

PROGRAM DELIVERY:

CAPITAL:

GST/HST paid on purchases less input tax credit/rebate:

SERVICE PROVIDER SIGNATURE

IMM 5293 (2006-11) E

**Integration Programs - Schedule 3**
Terms of Payments

☐ Host Program	☐ Language Instruction for Newcomers to Canada (LINC) Program - Linguistic Eligibility Determination	☐ Resettlement Assistance Program (RAP) - Stream A	OFFICE USE	
☐ Immigrant Settlement and Adaptation Program (ISAP) - Stream A	☐ Language Instruction for Newcomers to Canada (LINC) Program - Training	☐ Resettlement Assistance Program (RAP) - Stream B	100 FILE NUMBER	
☒ Immigrant Settlement and Adaptation Program (ISAP) - Stream B	☐ Language Instruction for Newcomers to Canada (LINC) Program - Delivery Assistance		IB08009	
			101 1. ORIGINAL	1
			2. AMENDMENT	
			102 AMENDMENT NUMBER	
1 NAME OF SERVICE PROVIDER				
CORPORATION OF THE CITY OF SAULT STE. MARIE				

- 1.0 The Service Provider hereby acknowledges that no advance payments shall be made during the term of this Agreement. The Department will make payments of the contribution amount by reimbursement, upon receipt from the Service Provider of claims for eligible costs, with supporting documents if requested by the Department, in accordance with the Section 4.1 of the Agreement.
- 2.0 An amount of up to 10% of the total fiscal year value (for multi-year agreements) ("the holdback") will not be paid out until all claims for eligible costs and deliverables, including supporting documents if requested, are received and verified by the Department at the end of each fiscal year. Taking into account this holdback, payments will be made according to expenditures or forecasts up until the final payment. Once the final claim has been received by the Department, from the Service Provider, the holdback will then be applied against the figures submitted by the Service Provider.
- 3.0 The Department may request an auditor's report for this Agreement. The auditor's report shall set out
- (a) actual eligible costs of the services incurred during the funding period;
 - (b) the total amount of payments received to date on account of the Agreement, including any interest accrued to date on Agreement funds.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE D M Y	DATE D M Y	DATE D M Y

**Integration Programs - Schedule 4
Supplementary Terms and Conditions**

☐ Host Program	☐ Language Instruction for Newcomers to Canada (LINC) Program – Linguistic Eligibility Determination	☐ Resettlement Assistance Program (RAP) – Stream A	<table border="1"><tr><td colspan="2">OFFICIAL FILE NUMBER</td></tr><tr><td colspan="2">B68009</td></tr><tr><td>01</td><td>REVISIONAL AMENDMENT 1</td></tr><tr><td>02</td><td>AMENDMENT NUMBER</td></tr></table>	OFFICIAL FILE NUMBER		B68009		01	REVISIONAL AMENDMENT 1	02	AMENDMENT NUMBER
OFFICIAL FILE NUMBER											
B68009											
01	REVISIONAL AMENDMENT 1										
02	AMENDMENT NUMBER										
☐ Immigrant Settlement and Adaptation Program (ISAP) – Stream A	☐ Language Instruction for Newcomers to Canada (LINC) Program – Training	☐ Resettlement Assistance Program (RAP) – Stream B									
☒ Immigrant Settlement and Adaptation Program (ISAP) – Stream B	☐ Language Instruction for Newcomers to Canada (LINC) Program – Delivery Assistance										
1 NAME OF SERVICE PROVIDER CORPORATION OF THE CITY OF SAULT STE. MARIE											

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Service Provider.

A. Communications Protocol

This protocol deals with these aspects of communications, marketing and promotion:

- Communications around the signing of the contribution agreement
- Clear identification of Government of Canada investments
- Timing and sequencing of announcements
- Roles
- Public reporting of outcomes
- Evaluation

The Government of Canada through Citizenship and Immigration Canada and the signatories to this contribution agreement agree that Canadians have a right to transparency and public accountability, which is best served by full information about the funding, benefits and outcomes of the project funded through this Contribution Agreement.

This communications protocol establishes the principles and practices that will guide all announcements and events related to this Agreement and funding to Eligible Recipients under this Contribution Agreement. Communications activities may include, without limitation: major public events or announcements, and communications products such as: speeches, press releases, media advisories, content on websites, advertising, promotional material or signage.

The Parties to this Contribution Agreement agree that:

1. There will be periodic announcements, through public events, press releases and/or other mechanisms, regarding the funding and outcomes of the project.
2. The parties will undertake to consult each other in order to jointly plan external communications activities related to this Contribution Agreement, and that the Government of Canada must approve external communications plans and timing of public announcements and events.
3. The timing of public announcement and events shall be sufficient to allow for all orders of government to plan their involvement. The parties shall provide a minimum of **40 days notice** of a public event, such as a launch or open house, to which the Minister of Citizenship and Immigration and respective representatives of other levels of government will be invited. The signatories to this agreement agree to provide a list of possible dates for announcements and events, in order to ensure an opportunity for the Minister of Citizenship and Immigration or his or her delegated representative to attend the event.
4. A minimum of 15 days notice is required for press releases without public events.
5. Citizenship and Immigration will have the right of approval of all press releases and other external communications messaging pertaining to this contribution agreement and the projects funded through it. Drafts of communications material should be e-mailed to the Director, Communications, Ontario Region, Citizenship and Immigration Canada.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
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DATE	DATE	DATE



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SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

6. The Parties agree that they and eligible recipients will each receive appropriate recognition in joint communications materials. All communications referring to projects funded under this Agreement will clearly acknowledge the contributions made by the Government of Canada through Citizenship and Immigration Canada.
7. All displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:
 - a. the bilingual CIC departmental signature
 - b. The Canada wordmark
8. Joint communications material and signage will reflect Government of Canada communications policy, including the Official Languages Act, and federal Identity graphics guidelines (FIP). For details, visit http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp
9. Eligible recipients will erect permanent signage at the location of projects receiving investments under this Agreement, prominently identifying the Government of Canada's investment and including the CIC departmental signature and the Canada wordmark. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby. The approved wording is: "Funded by the Government of Canada through Citizenship and Immigration Canada."

Evaluation

Communication results will be evaluated on a periodic basis, and the partners to the agreement will assess the effectiveness of communications, and share lessons learned to improve future communications activities.

B. Other Supplementary Terms and Conditions

1. The Service Provider must ensure, and upon request must satisfy the Department, that there is no duplication of funding for project costs incurred during the life of this agreement.
2. The Service Provider shall pay project staff the agreed upon and contracted hourly rates for the position.
3. The Department shall not reimburse salary increases for any project staff without prior written authorization for the duration of this contribution agreement.
4. The Service Provider shall notify the Department when a position becomes vacant and indicate when a replacement is hired. The Service Provider shall identify and report the slippage in salaries, benefits and administration costs that occurred, while the position was vacant.
5. If a new employee replaces an existing employee, within the contribution agreement period, the new employee shall be paid the hourly rate stipulated for the position in this agreement.
6. If the replacement employee will be paid less than the hourly rate stipulated for the position the Service Provider must inform the Department and provide a rationale. If the Department concurs with the rationale, the slippage in salaries, benefits and administration resulting from the rate differential shall be identified and reported in the monthly claim form.
7. The Service Provider shall not move funds between cost categories. Furthermore, movement of monies between line items in Schedule 2.2 is limited to one thousand dollars (\$1,000). Movement of any funds of more than one thousand dollars (\$1,000) must be pre-approved by the Department. Funds may not be transferred to or from Capital Costs or Project Staff Salaries.
8. ISAP is a contribution program. Payment of contributions will normally be made by reimbursement upon receipt of a claim for allowable expenses incurred. A profit margin is not an allowable cost category.
9. Interest earned on money advanced by the Department for the operation of the project shall be considered as revenue arising from the project and shall be applied to offset project costs.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE D M Y	DATE D M Y	DATE D M Y



FILE NUMBER IB08009

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

10. Any potential non-arm's-length relationships relating to the project and involving the Service Provider, or the employees of the Service Provider must be disclosed to the Department before the start of the project's activities. The Department will review the nature of these transactions, and may either approve or disallow reimbursement for the transactions, or require additional conditions as appropriate. Non-arms-length relationships that develop after the start of the project must be disclosed in writing and approved by the Department before the transaction may be considered for reimbursement.
11. The Department must be advised of the name of any LINC project staff who is a board member or owner of any organization holding a LINC agreement.
12. The Service Provider shall notify the Department within 14 days of changes to the Board and staff changes that relate to this agreement.
13. The Service Provider shall provide to the Department 14 days advance notice of the date of the organization's Annual General Meeting, and the time and location of said meeting.
14. The Service Provider shall ensure that Conflict of Interest Guidelines are implemented within the Personnel Policy and communicated to all members of the staff and Board of Directors. A copy of the Service Provider's current Conflict of Interest Guidelines shall be kept on file with the Department. Should any changes to the policy occur during the life of this agreement, the Service Provider shall provide a copy of the amended Guidelines within 14 days of the change.
15. The Service Provider shall obtain adequate third-party liability insurance and provide evidence of coverage.

SERVICE PROVIDER SIGNATURE	SERVICE PROVIDER SIGNATURE	DEPARTMENT SIGNATURE
DATE D M Y	DATE D M Y	DATE D M Y

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-153

CEMETERIES: (R.1.2.3.) A by-law to authorize amendments to the text and the tariff rates of By-law 99-208.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the Cemeteries Act (Revised) R.S.O. 1990, Chapter C.4 and amendments thereto and the regulations made thereunder, **ENACTS** as follows:

1. AMENDMENTS TO BY-LAW 99-208

- (a) Subsection 5.2.5 is hereby amended by adding to the end of the last sentence in this subsection the following:

"...except for single urn plots in designated areas defined in 5.2.7.4 whereby the foundation may be the same size as the monument base."

- (b) Subsection 5.2.7.4 is hereby amended by adding to the end of the heading in the following:

"...and Urn Plots (Designated Areas)"

- (c) Subsection 5.2.7.4 is hereby amended by adding the following:

"The maximum size of upright monuments for the designated urn areas in New Greenwood and Holy Sepulchre shall be as follows:

New Greenwood Urn Area

Lot size – single plot .68 m (27") x .91m (36")
- companion 1.37 m (54") x .91 m (36")

Maximum total height:	.71 m (28")
Maximum thickness of stone:	.15 m (6")
Maximum total length:(single plot)	.60 m (24")
Maximum total length:(companion plot)	.81 m (32")
Maximum width of base:	.45 m (18")

Holy Sepulchre Urn Area

Lot size – single plot .68 m (27") x 1.52 m (60")
- companion 1.21 m (48") x 1.52 m (60")

Maximum total height:	1.07 m (42")
Maximum thickness of stone:	.15 m (6")
Maximum total length:(single plot)	.60 m (24")
Maximum total length:(companion plot)	.81 m (32")
Maximum width of base:	.60 m (24")

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CITY SOLICITOR

Memorial Urn Monument (Personal Urn Columbarium)

Single Urn Monument can be placed on single urn plot using a .60 m (24") x .60 m (24") foundation

Double Urn Monument must be placed on companion plot even if they are stacked one above the other.

2. **SCHEDULE "A" TO BY-LAW 99-208 REPEALED**

Schedule "A" to By-law 99-208 as amended is hereby repealed.

3. **SCHEDULE "A"**

Schedule "A" to this by-law forms a part of this by-law and becomes Schedule "A" to By-law 99-208.

4. **EFFECTIVE DATE**

This by-law takes effect on September 14, 2009.

READ THREE times and **PASSED** in open Council this 14th day of September 2009.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA P. IRVING

YEAR 2009 PRICE LIST

SCHEDULE "A"

10(d)

(Rates do not include G.S.T.)

(Rates include Prov. Lic. Fee)

SALE OF LOTS	LAND	CARE & MNTCE	PRICE
a) Adult			
1 grave lot 3.5' x 10.0' (min.)	\$437.00	\$291.00	\$728.00
2 grave lot 7.0' x 10.0' (min.)	\$874.00	\$582.00	\$1,456.00
b) Infant (under 5 years)			
1 grave lot 2.0' x 4.0'	\$174.00	\$115.00	\$289.00
c) Child (5 years to 10 years)			
1 grave lot 2.0' x 6.0'	\$198.00	\$131.00	\$329.00
d) Care and Maintenance Fund			
<i>Lots on which care and maintenance charges have not been paid</i>			\$291.00
<i>This only pertains to lots purchased prior to January 1, 1955 This is a one-time charge (per lot)</i>			
Cremation Lots			
a) 1 grave lot .6m x .6m	\$125.00	\$83.00	\$208.00
b) 2 graves lot .6m x 1.2m	\$250.00	\$166.00	\$416.00
Cremorial Wall Niches			
a) Rows 1 to 4			
single 10.16cm x 20.36cm front	\$590.00	\$103.00	\$693.00
b) Rows 5 & 6			
single 10.16cm x 20.36cm front	\$536.00	\$100.00	\$636.00
c) Rows 7 & 8			
single 10.16cm x 20.36cm front	\$436.00	\$100.00	\$536.00
Urn Garden Columbarium "GC"		<u>Section A-B-C-D-E-F-G-H-I-J-K</u>	
a) Companion Niches	\$1,259.00	\$222.00	\$1,481.00
b) Single Niches	\$760.00	\$133.00	\$893.00
Urn Garden Columbarium "GC" (New Extg.)		<u>Section "L"</u>	
a) Companion Niches	\$1,400.00	\$246.00	\$1,646.00
b) Single Niches	\$850.00	\$149.00	\$999.00
Holy Sepulchre Columbarium "HC"		<u>Section O-P-Q-R</u>	
a) Companion Niches	\$1,335.00	\$235.00	\$1,570.00
b) Single Niches	\$799.00	\$141.00	\$940.00
Holy Sepulchre Columbarium "HC" (New Extg.)		<u>Section "S"</u>	
a) Companion Niches	\$1,400.00	\$246.00	\$1,646.00
b) Single Niches	\$850.00	\$149.00	\$999.00
Wall Niches (Mausoleum Phase V11)		<u>Section "MJ"</u>	
Single Niche			
a) Rows 2 & 7	\$625.00	\$110.00	\$735.00
b) Rows 4 & 5	\$724.00	\$127.00	\$851.00
Wall Niches (Mausoleum Phase V111) (Extg.)		<u>Sections "ML" & "MM"</u>	
Companion Niches			
a) Rows 1 & 8	\$1,081.00	\$190.00	\$1,271.00
b) Rows 3 & 6	\$1,259.00	\$222.00	\$1,481.00
Single Niches			
a) Rows 1, 2, 6, 7 & 8	\$661.00	\$116.00	\$777.00
b) Rows 4 & 5	\$760.00	\$131.00	\$893.00
Mausoleum Crypts		<u>Sections "MN"</u>	
a) Row 4 (single)	\$4,730.00	\$1,182.00	\$5,912.00
Mausoleum Crypts		<u>Sections "MO"</u>	
a) Row 1 (single)	\$5,003.00	\$1,250.00	\$6,253.00
b) Rows 2 & 3 (singles)	\$5,981.00	\$1,495.00	\$7,476.00
c) Row 4 (single)	\$4,730.00	\$1,182.00	\$5,912.00
d) Row 1 (companion)	\$8,292.00	\$2,072.00	\$10,364.00
e) Rows 2 & 3 (companion)	\$9,866.00	\$2,466.00	\$12,332.00
f) Row 4 (companion)	\$7,833.00	\$1,958.00	\$9,791.00

100d1

Mausoleum Crypts (New)

Sections "MP"

a) Row 1 (single)	\$5,253.00	\$1,313.00	\$6,566.00
b) Rows 2 & 3 (singles)	\$6,280.00	\$1,570.00	\$7,850.00
c) Row 4 (single)	\$4,967.00	\$1,241.00	\$6,208.00
d) Row 1 (companion)	\$8,706.00	\$2,177.00	\$10,883.00
e) Rows 2 & 3 (companion)	\$10,359.00	\$2,590.00	\$12,949.00
f) Row 4 (companion)	\$8,255.00	\$2,056.00	\$10,281.00

Mausoleum Crypts (New - Family Units)

Sections "MO"

a) Unit 1 (6 singles)	\$34,560.00	\$8,640.00	\$43,200.00
b) Unit 2 (8 singles)	\$44,800.00	\$11,200.00	\$56,000.00

Interment Charges

With Committal Service in the Chapel

Single Depth

Double Depth

a) Adult	\$705.00	\$867.00
b) Infant (under 5 years)	\$278.00	\$347.00
c) Child (5 to 10 years)	\$398.00	\$502.00
d) Cremated remains	\$167.00	
e) Entombment in Mausoleum	\$705.00	

Interment Charges

With Committal Service at the Gravesite

Single Depth

Double Depth

a) Adult	\$907.00	\$1,109.00
b) Infant (under 5 years)	\$422.00	\$590.00
c) Child (5 to 10 years)	\$601.00	\$751.00
d) Cremated remains	\$268.00	
e) Cremated remains (Columbarium or Mausoleum Niches)	\$268.00	
e) Entombment in the mausoleum	\$907.00	

Cremation

Resident (at the time of death)

a) Adult	\$572.00
b) Infant (under 5 years)	\$231.00
c) Child (5 to 10 years)	\$330.00

Non Resident (at the time of death)

a) Adult	\$731.00
b) Infant (under 5 years)	\$302.00
c) Child (5 to 10 years)	\$341.00

Disinterment Charges

Another Gravesite in a Municipal Gravesite

Same Gravesite or Removal from a Municipal Cemetery

a) Adult	\$2,079.00	\$1,467.00
b) From single depth to double depth	\$2,264.00	
c) Infant (under 5 years)	\$601.00	\$335.00
d) Child (5 to 10 years)	\$1,005.00	\$676.00
e) Cremated remains	\$335.00	\$191.00
f) Niche to niche	\$179.00	\$179.00
g) From in ground burial to Mausoleum	\$3,148.00	
h) Extra charge if not in concrete container	\$641.00	
i) Extra costs for a container and shipment of a removal from a Sault Ste. Marie Municipal Cemetery to another location shall be the responsibility of the deceased persons representative.		

**** Double Depth Disinterment Are Not Permitted ****

Additional Miscellaneous Charges

(Rate do not include tax)

- a) Funerals arriving after 4:00 P.M. - \$135.00 for each half-hour or portion thereof for any funeral or service entering the cemetery after 4:00 P.M.
- b) Saturday Funerals after 1:00 P.M. - \$135.00 for each half-hour or portion thereof for any funeral or service entering the cemetery after 1:00 P.M.
- c) Niche Plate \$213.00 including installation. *Plus applicable taxes.*
- d) Cremations - mailing inside Canada (insured) \$80.00
- mailing to U.S.A. (insured) \$97.00
- outside Canada and U.S.A. (insured) \$212.00
- e) Removal of trees or shrubs from lots - there will be a fee of \$44.00 plus tax per tree for the removal of the tree and the repair of the lot where each item has been planted by the interment rights holder.
- f) Additional charges for the handling of wooden shells. \$121.00
- g) Transfer fee \$36.00
- h) Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving. \$110.00
- i) Removal of niche plate from the columbarium for vase installation or extra engraving. \$50.00
- j) Rental of temporary storage facility \$40 per month

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2009-151

PARKING: (P.1.2.4.) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the Police Services Act, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ THREE times and **PASSED** in open Council this 14th day of September, 2009.

MAYOR - JOHN ROWSWELL

CITY CLERK - DONNA IRVING

By-laws/2009/2009151 Parking Officers/bb

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CITY SOLICITOR

BADGE NO.	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
12	ROUSE, BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
36	ORR, DEREK	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE
37	MILLER, STEVE	NORPRO SECURITY	ST MARY'S PAPER
59	BARONE, MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109	SEBECIC, JOHN, LUDVIC	DENTAL BUILDING	946 & 218 QUEEN ST E
113	TAYLOR, GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115	LEE, RICARD, JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK, RAYMOND	NORPRO SECURITY	ST MARY'S PAPER
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP, CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
179	QARLOW, LEONARD	ALGOMA UNIVERSITY	1520 QUEEN ST E
186	HARMAN, JASON	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
190	LALONDE, BRIAN	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARDS PROPERTIES
196	SEABROOK, LAURA, LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
238	BECK, DESMOND	G4S SECURITY	SAULT AIRPORT/HOSPITAL/ALGOMA UNIVERSITY
240	MASON, STEPHEN	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
241	COGHILL, ROBIN	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
249	CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./129 SECOND LINE W
253	TRAVSON, TERRANCEY (TERRY)	NORTH EAST SECURITY	BELLUVE MARINA & BONDAR MARINE & PARK
262	ADAM, CINDY	SAULT COLLEGE	SAULT COLLEGE
263	RECOLLECT, HOLLY	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
267	CORBIERE, JOHN, ALLAN	G4S SECURITY	CROSS COUNTRY/DAVEY HOME/HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
274	DAVIDSON, JAMES	NORPRO SECURITY	ST MARY'S PAPER/SAULT COLLEGE/REGENT PROP.
276	EBARE, WALLACE	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/308 FARWELL TERR/AIRPORT
278	SMITH, DENNIS, ROBERT	G4S SECURITY	DAVEY HOME/HOSPITAL/UNIVERSITY/AIRPORT
296	MURDOCK, IESHA	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP.
297	SWIRE, WILLIAM, JAMES	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP.
298	MANN, DUSTIN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
299	DIMMA, WILLIAM, GEORGE	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/ALGOMA UNIVERSITY/AIRPORT
301	COTTINGHAM, EDWARD, ALLEN	G4S SECURITY	SAULT HOSPITAL/DAVEY HOME/AIRPORT
307	GUREVITCH, JASON	NORTH EAST SECURITY	CAMBRIAN MALL/PINE/ CHURCHILL PLAZA/BELLVUE PARK&MARINA/STEELBACK
309	PIGEAU, EDWARD	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
314	AASEN, PAULINE	KOPRASH BULDING SER.	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE
316	MCCULLOCH, BRANDON	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
321	LORENZO, COREY	NORPRO SECURITY	SAULT COLLEGE/GROUP HEALTH/REGENT PROP/ST.MARY'S PAPER
330	O'NEILL, ROY	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
331	HAMILTON, SILVI	RIOCAN PROPERTIES	CAMBRIAN & PINE & CHURCHILL PLAZAS
334	MILLER, BRAD	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
335	GROSSO, DONALD	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL
337	RENNISON, JEFF	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
340	DAMIGNANI, MATTHEW	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
342	PICK, DENNY	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
343	CHILLMAN, JODI	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE
344	HARPE, KENNETH	DAYS INN	DAYS INN HOTEL
345	SETCHELL, RODDY	NORTH EAST SECURITY	CHURCHILL & PINE PLAZAS/CAMBRIAN MALL/STEELBACK/BELLUE MARINA
346	HAZELTON, MARGARET	CITY OF SAULT STE MARIE	BELLEVEU MARINA
347	BEDELL, LUCAS	CITY OF SAULT STE MARIE	BELLEVEU MARINA
348	LEWIS, PETER	NORPRO SECURITY	SAULT COLLEGE/ELGIN TOWERS/GROUP HEALTH CENTRE
351	MCLEOD, JENNIFER	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES
352	O'CONNOR, DANIEL	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES/NCO
354	STEEVES, ROBERT	NORPRO SECURITY	GROUP HEALTH CENTRE/SAULT COLLEGE/REGENT PROPERTIES/NCO
357	BONENFANT, TERRANCE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
358	COLLINS, LESLEE	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
360	HALLIGAN, AGNES	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
363	SMELTZER, LESLEY	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
364	SMELTZER, PETER	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
365	CLOUSTON, JOHN	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
366	TROINOW, VICTORIA	G4S SECURITY	SAULT HOSPITAL/ALGOMA UNIVERSITY/AIRPORT
367	MORIN, NATHAN	NORTH EAST SECURITY	STEELBACK CENTRE
368	WILLET, JORDAN	NORPRO SECURITY	SAULT COLLEGE
369	GARMICHAEL, MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
371	LAKE, ROBERT	ON.FINNISH HOME ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
373	RISSANEN, ANJA	ON.FINNISH HOME ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICES AREAS
376	FINN, ROBERT	G4S SECURITY	SAULT HOSPITAL/AIRPORT
377	BADGERO, PAUL	G4S SECURITY	ALGOMA UNIVERSITY/AIRPORT/HOSPITAL
378	SMITH, BENJAMIN	G4S SECURITY	SAULT HOSPITAL/AIRPORT
379	MANGONE, MATTHEW	G4S SECURITY	SAULT HOSPITAL/AIRPORT
380	MARIN, MARTY	G4S SECURITY	SAULT HOSPITAL/AIRPORT
381	DEVOE, PATTI-JEAN	SOLID SECURITY SERVICES	CAMBRIAN MALL
382	HALPIN, MATTHEW	SOLID SECURITY SERVICES	CAMBRIAN MALL
383	DEVOE, DANIEL	SOLID SECURITY SERVICES	CAMBRIAN MALL/CHURCHILL PLAZA
384	BOREAN, RICK	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK/BELLEVEU MARINA
385	LOUBERT, JACOB	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
386	MAJOR, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
387	MAJOR, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE

389	SANDIE, KEVIN	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
390	DUNN, PAR	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
391	MCLEOD, HEIDI	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
392	MEINCKE, KENNETH	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
393	PRESCOTT-LACASSE, JOSEE	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
394	REID, RAYMOND	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
395	KELLY, PATRICK	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
396	THOMAS, RANDALL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
398	BELANGER, CAROL	NORTH EAST SECURITY	ALGOMA UNIVERSITY
399	MELLEA, ALDO	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	ESSAR CENTRE/ALGOMA UNIVERSITY
401	MARTIN, DANIEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
402	DOWNEY, ALEXANDER	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
403	RUFFOLO, DOMINIC	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
404	HUDSON, BRIAN	CORPS OF COMM.	22 BAY ST
405	MATCHETT, CASEY	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
406	LEBLANC, SERGE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
407	CYR, SARAH	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
408	ST PIERRE, ANDRE	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
408	MOAR, ALEXANDRA	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
410	POYNER, HAROLD	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
411	MOORE, ROBERT	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
412	MEINCKE, EMILY	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
413	HILL, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
414	HUGHES, HEATHER	G4S SECURITY	SAULT AREA HOSPITAL/AIRPORT
415	KOCHANOWSKI, DAVID	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
416	VELTRI, ROBERT	NORPRO SECURITY	ELGIN TOWER/SAULT COLLEGE/GROUP HEALTH CENTRE
417	CHIAROT, LUCIO	G4S SECURITY	AIRPORT
418	ROSENE, JOSH	G4S SECURITY	AIRPORT
419	RAYMO, ADAM	G4S SECURITY	AIRPORT
420	FABIANO, ANTONIO	G4S SECURITY	AIRPORT
421	DUNN, PATRICK	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
422	BENNETT, JEFF	NORTH EAST SECURITY	ALGOMA UNIVERSITY/ESSAR CENTRE
423	VANDERKLIFT, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2009-155

REGULATIONS: (R.1.2.1.) A by-law to amend By-law 2003-7 (a by-law to regulate smoking in public places).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 115 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2003-7**

Part 1 of By-law 2003-7 is amended as follows:

(1) The definition of "inspector" in section 1.3 is repealed and replaced with the following:

"inspector" means an employee or class of employee of Algoma Public Health authorized by the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this by-law."

(2) The definition of "City entranceway" is amended by deleting the words "four metre" and replacing them with "eight metre".

(3) Part I of By-law 2003-7 is further amended by adding thereto the following definitions in Section 1:

"1.4.B **"parkland"** means any and all lands owned by the City that has been or hereafter may be set apart, designated, dedicated or established by Council as public parkland

1.4.C **"permitted event"** means an event for which a permit has been issued by the Community Services Department of the City of Sault Ste. Marie for City property.

1.5.A **"playground area"** means an outdoor area established within parkland fitted with equipment such as, but not limited to, slides, swings and climbing equipment. The area is usually identified by a defined border which encloses an area of sand, rubber or any similar safety surface.

1.7.A **"recreation field"** means any portion of parkland that is used for athletic, recreational or musical purposes to conduct organized activities. This includes, but is not limited to, a ball field, soccer pitch, football field, tennis court, player bench area, spectator area, food and beverage concession, skateboard park, outdoor rink or permitted events. This does not include parking facilities located adjacent or near the recreation field.

1.7.B **"Roberta Bondar Park Tent Pavilion"** refers to the large outdoor tent pavilion located at 65 Foster Drive."

Part II of By-law 2003-7 is amended by adding thereto the following:

"2.1.2. No person shall smoke on or within 15 metres of any playground area.

2.1.3. No person shall smoke on or within 15 metres of any recreation field.

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- 2.1.4. No person shall smoke while under the Roberta Bondar Park Tent Pavilion, or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion."

Section 2.3(ii) of Part II of By-law 2003-7 is repealed and replaced with the following:

- "(ii) post No Smoking signs in accordance with Part III of this bylaw in conspicuous locations at every entrance and washrooms in City buildings as well as at playground areas and recreational fields indicating that smoking is prohibited in these locations;"

Part V of By-law 2003-7 (INSPECTIONS) is repealed and replaced with the following:

"PART V

5. ENFORCEMENT

- 5.1 The provisions of this By-law respecting the designation of non-smoking areas, the posting of signs and the duties imposed on the proprietor, employer or other person in charge of a playground area, recreation field, Roberta Bondar Park Tent Pavilion, public place or workplace shall be enforced by inspectors.
- 5.2 An inspector may, at any reasonable time, enter any designated public place for the purposes of determining compliance with this By-law."

2. EFFECTIVE DATE

This by-law takes effect on the date of its final passing.

Read THREE times and PASSED in open Council this 14th day of September, 2009.

MAYOR – JOHN ROWSWELL

CLERK – DONNA P. IRVING